



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
पारेषण व्यापार समूह, नोएडा/Transmission
Business Group, Noida

निविदा आमंत्रण सूचना
NOTICE INVITING TENDER

Sir/Madam,

Bharat Heavy Electricals Limited (hereinafter referred to as BHEL) is a Central Public Sector Enterprise, having its Branch office at Transmission Business Group, 10TH Floor, Plot no.:- C-20, 1A/1, Joy towers, C Block, Phase 2, Industrial Area, Sector-62, Noida, Distt. Gautambudh Nagar, UP-201301, invites offer in sealed cover under two part bid system (Part-I: Techno commercial Part & Part-II: Price Part) from M/s LAMCO INDUSTRIES PVT. LTD., HYDERABAD for "Supply of Spares for 336KV Surge Arrester at +/- 800KV, 600MW HVDC Raigarh -Pugalur on Single tender basis".

Please submit your competitive offer for the above subject work as per the tender terms & conditions.

SCHEDULE TO TENDER

1.	Tender Reference No.	34Q2300059 Date 01.06.2022
2.	Date of Issue of Tender:	02.06.2022
3.	Type of Tender:	SINGLE TENDER ENQUIRY TO M/s LAMCO INDUSTRIES PVT. LTD., HYDERABAD
4.	Tender Title:	"Supply of Spares for 336KV Surge Arrester at +/- 800KV, 600MW HVDC Raigarh -Pugalur" on Single tender basis from M/s LAMCO INDUSTRIES PVT. LTD., HYDERABAD
5.	Tender issuing Authority	Transmission Business Group, 10TH Floor, Plot no.:- C-20, 1A/1, Joy towers, C Block, Phase 2, Industrial Area, Sector-62, Noida, Distt. Gautambudh Nagar, UP-201301
6.	Last date/ time for receipt of tender:	09.06.2022 by 11.00 Hrs
7.	Date/ time of opening of (Part-I):	09.06.2022 at 16.00 Hrs
8.	Offer/Bid submission mode	Tender is invited through e-Procurement System only. The bidder shall submit their bid through e-Procurement platform at https://eprocurebhel.co.in .
9.	Tender will be opened at:	BHEL TBG- HQ Noida of above mentioned address at point no. 5.
10.	Date/Time of price bid opening:	Will be intimated separately after technical evaluation in due course of time.
Note:- For other instructions; bidder may please refer the Terms & Conditions and Special terms & conditions		

All corrigenda, addenda, amendments, Bid Submission extension, clarifications, etc. to the tender will be hosted on website <http://www.bhel.com> and <https://eprocurebhel.co.in> only. Bidder should regularly visit website till the due date of submission to keep themselves updated. Any clarification(s) regarding Notice Inviting Tender (NIT), if required, should be sought before the tender due date from the officials as mentioned in the tender Document.

Thanking you,

For & on behalf of
Bharat Heavy Electricals Ltd.

TABLE OF CONTENTS/ INDEX

PART-I

Sections/Annexures	Contents
<u>1</u>	NOTICE INVITING TENDER
<u>2</u>	TABLE OF CONTENTS
3	Special TERMS & CONDITIONS OF TENDER
5	STANDARD GENERAL TERMS & CONDITIONS (Doc. No.:- BHEL/TBG/GTC/2016 Rev 01)
6	Addendum to General Terms and Conditions (GTC-2016)
7	Technical Specification No.:- TB-391-316-002 Rev 03
8	BHEL's UNPRICE BID FORMAT (Bidders has to be mark "Quoted" Only)
9	LIST OF BANKS FOR THE SUBMISSION OF PERFORMANCE BANK GUARANTEE
10	Pre- Qualification Requirement(PQR)- " Being Single Tender Enquiry it is not Applicable"
11	Activity Schedule (Annexure-II),
12	List of ANNEXURES :- i) Billing Checklist - (Annexure-III) ii) Arbitration:- (Annexure-IV) iii) Format for declaration of minimum local content (Annexure-V). iv) Instruction of DPIIT Compliance to GOI Order for restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017 (Annexure-VI, VII/ VIII (whichever applicable) v) MOP circular dated 02-07-2020 and its subsequent amendment, if any, in prescribed format (Annexure-IX/ X). vi) Format of Integrity pact (Annexure-XI). vii) Risk & Cost Clause (Annexure-XII)
13	Commercial and Technical deviation sheet

PART-II

1	PRICE BOQ - BIDDER has to quote their price in the On line (https://eprocurebhel.co.in) Price Bid format Only.
---	--

SPECIAL TERMS & CONDITIONS

Enquiry No: 34Q2300059 Date 01.06.2022

Item: Supply of Spares for 336KV Surge Arrester- Single Tender Enquiry for M/s
LAMCO INDUSTRIES PVT. LTD., HYDERABAD

Project: +/- 800KV, 600MW HVDC Raigarh –Pugalur Terminals

In case any discrepancy between the requirements mentioned under addendum to General Terms and conditions (GTC), General Terms and conditions and Special Terms and conditions, Special Terms and conditions shall prevail.

PREAMBLE: -

- 336 kV Surge Arresters as per end customer's contract have been supplied by M/s LAMCO INDUSTRIES PVT. LTD., HYDERABAD at +/- 800KV, 600MW HVDC Raigarh –Pugalur Terminals executed by M/s Bharat Heavy Electricals Limited.
- This is the single tender enquiry for the supply of the 336 kV Surge Arrester as spare on replenishment basis by M/s LAMCO INDUSTRIES PVT. LTD., HYDERABAD.

1. **Clause No. 1.7 of GTC** – For any technical clarification, please contact:-

Mr. Manvender Singh Pundir Manager-TBEM / Shri Sanjeev Kumar Srivastava;(Sr DGM/ TBEM) ,BHEL, Transmission Business Group, Joy Tower, Sectro-62, Noida-201301, UP, India, Phone: +91 (0) 0120- 6748512/8517, Fax: +91 (0) 0120 – 6748580,, Mobile :-

E-mail: manvender@bhel.in; sanjeev.srivastava@bhel.in

2. **Clause No. 1.8 of GTC** - For any commercial clarification, please contact:-

Mr. Rajiv Ranjan, Manager (TBMM)/ Shri Sunil Kumar, Sr DGM-TBMM
BHEL, Transmission Business Group, Joy Tower, Sectro-62, Noida-201301, UP, India,
Phone: +91 (0) 0120- 6748575/8471, Fax: +91 (0) 0120 – 6748580.

Mobile :- 9650299229/09761724520

E-mail: rajiv_ranjan@bhel.in'; sunil.kumar@bhel.in

3. **Project Status** – Domestic. GST as applicable.

4. **Clause No. 1 of Addendum to GTC** – Offer Submission Time: 11 Hrs IST
Offer Opening Time: 16 Hrs IST

5. **Clause No. 2 of Addendum to GTC (Sl. No. a, b)** – Point no. (a) & (b) is not applicable.

6. **Clause No. 3 of Addendum to GTC (Sl. No. I & II)** - Tender is invited through NIC Portal System only. The bidder shall submit their bid through e-Procurement platform at <https://procurebhel.co.in/>.

7. **Clause No. 6 of Addendum to GTC (PQR)** - Not applicable in case of single tender enquiry

8. Technical Specification No. - TB-391-316-002 Rev 03 Dated 17.05.2022.

9. **Clause No. 8 of Addendum to GTC** – Delivery Plan – As per Activity Schedule [Annexure II].

SPECIAL TERMS & CONDITIONS

Enquiry No: 34Q2300059 Date 01.06.2022

Item: Supply of Spares for 336KV Surge Arrester- Single Tender Enquiry for M/s
LAMCO INDUSTRIES PVT. LTD., HYDERABAD

Project: +/- 800KV, 600MW HVDC Raigarh –Pugalur Terminals

10. **Clause No. 9 of Addendum to GTC** – Payment Terms: - As per clause 3.1 of GTC (Endorsed LR is not required in GST regime).
11. **Clause No. 13 of Addendum to GTC for Reverse Auction** - Not Applicable.
12. **“Clause No. 18 of Addendum to GTC for Integrity Pact** - Not Applicable.
13. **Clause No. 21 of Addendum to GTC** – Not Applicable; Being the single tender enquiry
14. **Clause No. – 17 of GTC - Tender Evaluation** – Grand Total Package Wise (**Up to Site**):- The Prices are Firm including packing & forwarding charges.
15. **Clause No. 39 of GTC** – Quantity Variation:- BHEL shall have the right to variation in quantities of items within $\pm 10\%$ of the total Purchase Order / Contract value at the time of placement of PO or award of Contract on overall basis for all amendments together within two years from the date of original Purchase Order / Contract or completion of execution of the Purchase Order / Contract whichever is earlier but quantities of individual items may vary to any extent or may get deleted unless otherwise specified in the technical specifications. No compensation is payable due to variation in the quantities and the Supplier / Contractor shall be bound to accept the same the contracted prices / rates without any escalation. However, if the Purchase Order / Contract is on “Lumpsum” basis, no variation of Purchase Order / Contract value shall be admissible to the Supplier /Contractor within the scope of Purchase Order / Contract, as long as the inputs remain unchanged.
16. **Clause No. 05 of GTC** – **Guarantee Clause (Defect Liability Period)**: The equipment / material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design & engineering, material, workmanship & manufacture and in full conformity with the Purchase Order / Contract, Technical Specifications & approved drawings / data sheets, if any, **for 18 months from the date of last delivery or 12 months from the date of commissioning, whichever is earlier.** The defective equipment / material / component shall be replaced free of cost at site. Freight & Insurance during transit shall also be in the scope of the supplier / contractor. Any expenditure for dismantling and re-erection of the replaced equipment / material / component shall be to supplier’s / contractor’s account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days from the date of reporting the defect / rejection etc. In the event of the supplier / contractor failing to replace the defective equipment / material / component within the time period mentioned above, BHEL may proceed to undertake the replacement of such defective equipment / material / component at the risk and cost of the supplier / contractor without prejudice to any other rights under the contract and recover the same from PBG / other dues of this Purchase Order / Contract or any other Purchase Order / Contract executed by the supplier / contractor.

SPECIAL TERMS & CONDITIONS

Enquiry No: 34Q2300059 Date 01.06.2022

**Item: Supply of Spares for 336KV Surge Arrester- Single Tender Enquiry for M/s
LAMCO INDUSTRIES PVT. LTD., HYDERABAD**

Project: +/- 800KV, 600MW HVDC Raigarh –Pugalur Terminals

"Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT I contract, from the bills along with due interest "

17. **Clause No. 07 of GTC – Performance Bank Guarantee** - Validity period of BG is required as per Guarantee Clause mentioned above with claim period of 3 months extra over and above.
18. **Clause No. 2.1 of GTC** - Prices shall be on FIRM basis including packing and forwarding charges. Vendor to quote prices on FOR destination basis including GST.
19. **Liquidated Damage – As per clause no. – 11 of Addendum to GTC.**
20. **GeM Seller ID**- GeM seller ID is mandatory for the bidders and must be mentioned in their offer. In case at the time of submission of offer GeM seller ID is not available with bidder, then successful tenderer should ensure to have GeM Seller ID prior to award of contract. Department of Expenditure (DOE) OM no. 6/9/2020-PPD dated 24.08.2020 may be referred in this regard.

20 Bidder to mention their works address below from where material will be supplied to Site.

Works Address- -----

Communication Address- -----

Person Name - -----

Email ID – -----

Contact no. - -----

(Sign and seal of Bidder)

Name:

Signature:

Stamp:

SPECIAL TERMS & CONDITIONS

Enquiry No: 34Q2300059 Date 01.06.2022

**Item: Supply of Spares for 336KV Surge Arrester- Single Tender Enquiry for M/s
LAMCO INDUSTRIES PVT. LTD., HYDERABAD**

Project: +/- 800KV, 600MW HVDC Raigarh –Pugalur Terminals

Additional Information to the Bidders:-

Sl No.	Head	Information
1	Project Name	+/- 800KV, 600MW HVDC Raigarh –Pugalur Terminals
2	Ultimate Customer	Power Grid corporation of India Limited (PGCIL)
3	Location of Plant	Pugalur HVDC Sub Station , No 1, Old Court Street, Sirukinar Village, Nochipalayam Post Darapuram Taluk, Thirpur District Tamil Nadu, 638701
4	Delivery Address	Bharat Heavy Electricals Limited C/o General Manager (Power Grid Corporation of India Ltd) Pugalur HVDC Sub Station, No 1, Old Court Street, Sirukinar Village, Nochipalayam Post Darapuram Taluk, Thirpur District, Tamil Nadu, 638701 GSTIN NO - 33AAACP0252G1Z0
5	Consignee Address	Bharat Heavy Electricals Limited C/o General Manager (Power Grid Corporation of India Ltd) Pugalur HVDC Sub Station, No 1, Old Court Street, Sirukinar Village, Nochipalayam Post Darapuram Taluk, Thirpur District, Tamil Nadu, 638701 GSTIN NO - 33AAACP0252G1Z0
6	Mode of Dispatch	By Road/Rail/on Door Delivery
7	Bill to Address:	Bharat Heavy Electricals Limited-TBG, 10th Floor, Plot No.C-20/1A/1, Joy Tower, Sector-62, Noida-201301, U.P. GSTN-09AAACB4146P2ZC
8	MQP (Manufacturing Quality Plan):	Inspection shall be carried out as per approved Quality Plan. For the same, Supplier to submit the Quality Plan to BHEL for Customer approval.
9	Inspection	BHEL / customer / third party shall inspect equipment / material before dispatch. Stage inspection during manufacturing may also be carried out. Material to be dispatched only after getting Dispatch Clearance from BHEL. Supplier shall send inspection call on a prescribed format only, with in advance notice of 15 days.
11	Bidder to submit the details as per format as per Annexure-A. <u>ANNEXURE-A</u>	
	CONTACT DETAILS OF BIDDER	
	Works Address-	
	Communication Address-	
	Details of contact person for clarification regarding bid:	
	Contact Person Name:	
	Designation:	
	Email Id.:	
	Mobile No.:	
	Landline No.:	

SPECIAL TERMS & CONDITIONS

Enquiry No: 34Q2300059 Date 01.06.2022

**Item: Supply of Spares for 336KV Surge Arrester- Single Tender Enquiry for M/s
LAMCO INDUSTRIES PVT. LTD., HYDERABAD**

Project: +/- 800KV, 600MW HVDC Raigarh –Pugalur Terminals

12	<p>Bidder may please be noted that the minimum local Content in line with PPP-MII order, order ref no.:- A-1/2021-FSC-Part (5) dated 16.11.2021 issued by Govt of India, Ministry of Power for the item Surge/ Lighting Arrester is 60%. The bidder has to Declare this local content in Annexure-V.</p> <p>The Bidder declaration in Annexure-V for Local content Less than 60% shall not be considered as Class-I supplier and their bid shall be rejected.</p> <p>(For details please refer Addendum to General Terms and Conditions (GTC-2016))</p>
----	---

(Sign and seal of Bidder)

Name:

Signature:

Stamp:

**BHARAT HEAVY ELECTRICALS LTD.
(TRANSMISSION BUSINESS GROUP)**

GENERAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

This is to be submitted duly signed by bidder in original. Clause-wise deviations and / or additional conditions / clarifications, if any, are to be brought out clearly in “Schedule of Commercial Deviation”. Deviations and / or additional conditions / clarifications, if any, mentioned elsewhere in the bid / offer, shall not be considered.

Sr. No.	
1.	<p>INSTRUCTION TO BIDDERS :</p> <p>1.1 Sealed bids are invited for the items mentioned in the tender enquiry conforming to the NIT including Technical Specifications. Bids should be typed and free from overwriting and erasures. Corrections or additions / deletions, if any, must be clearly written and attested, otherwise offer may be rejected.</p> <p>1.2 Bidder must ensure that their bid is submitted / dropped in the tender box on or before 14-00 Hrs. IST on the due date of opening, unless otherwise specified in the NIT, at the address as follows :-</p> <p style="padding-left: 40px;">Tender Box, Materials Management, Transmission Business Group, Bharat Heavy Electricals Limited, 5th Floor, Tower-A, Advant Navis IT Business Park, Plot-7, Sector-142, Noida Expressway, Noida, Dist. G. B. Nagar, U. P. 201305</p> <p>1.3 In case tender enquiry is floated through the e-procurement system, offer / bid has to be submitted through the e-procurement system ONLY as per instructions given in the e-procurement portal (https://bheleps.buyjunction.in).</p> <p>1.4 The bids shall be opened at 14-30 Hrs. IST on the due date of opening, in the presence of participating bidders who may like to be present, unless otherwise specified in the NIT. Bids received late are liable for rejection. Bidders sending bids by courier or post will have to ensure that it is timely delivered at the above address.</p> <p>1.5 Bids are to be submitted duly signed with seal in two parts :-</p> <p style="padding-left: 40px;">a) Techno-commercial Bid (Part-I) To be submitted in 2 sets (original + copy). A copy of Price Bid (Part-II) clearly mentioning all the necessary information as per format without prices “Un-Priced Bid” is also to be enclosed in Part-I Bid.</p> <p style="padding-left: 40px;">b) Price Bid (Part-II) To be submitted only in one set in a separate sealed envelope. This should not contain any Technical and / or Commercial Terms and Conditions. The rates should be quoted both in figures and words.</p> <p>1.6 The Part-I and Part-II Bids are to be sealed in separate envelopes and marked</p>

Sr. No.	
	<p>as “Techno-commercial Bid (Part-I)” and “Price Bid (Part-II)” respectively. Both the envelopes are to be kept in another common envelope and marked as “BID”. Each envelope should be sealed and super scribed with tender enquiry no., item / package name, project name and due date of opening. Bidder’s name and address shall also be mentioned on each envelope.</p> <p>1.7 For any technical clarification, please contact official mentioned in the tender enquiry / NIT.</p> <p>1.8 For any commercial clarification please contact official issuing tender enquiry / NIT.</p> <p>1.9 Price bid (Part-II) should not contain any additional information / description other than given in “Un-Priced Bid” submitted with “Techno-commercial Bid (Part-I)” except prices, otherwise bid is liable for rejection.</p> <p>1.10 Price Bid submitted along with the bid shall remain valid up to validity of offer. Any discount / revised offer submitted by the bidder on its own shall be accepted provided it is received before the due date and time of offer submission (i.e. Part-I Bid). The discount shall be applied on pro-rata basis to all items including optional items, if any, unless specified otherwise by the bidder. Discount offered shall be valid for full duration of validity of the offer including extension of validity, if any. Unsolicited Supplementary / Revised Price Bid submitted after the due date and time of offer submission (i.e. Part-I Bid), during validity period of offer, unless asked by BHEL, shall not be considered. Withdrawal of quotation by the bidder, at any stage after its opening, may entail suitable action against such bidder by BHEL.</p> <p>1.11 The consultants / firm (and any of its affiliates) shall not be eligible to participate against tender enquiry for the related goods or works or services for the same project, if they were engaged by BHEL-TBG for the consultancy services.</p> <p>1.12 In case any Foreign OEM / Foreign Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer / supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from the manufacturer / supplier and the agent, bid received from the agent shall be ignored.</p> <p>1.13 Non-conformities / errors / discrepancies in quoted prices in price bids shall be dealt as follows :-</p> <ol style="list-style-type: none"> a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly. b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. c) If there is a discrepancy between words and figures, the amount in

Sr. No.	
	<p>words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p> <p>d) If there is such discrepancy in an offer as mentioned in (a), (b) & (c) above, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the BHEL, the bid is liable to be ignored.</p> <p>1.14 In case the scope of the successful bidder / supplier against this tender enquiry includes Erection, Testing and Commissioning (ETC) of the equipment / material at site in addition to Supply, Purchase Order shall be placed for Supply Portion and Contract shall be separately awarded for ETC at Site Portion. General Terms and Conditions for Tender Enquiry / Contract mentioned herein shall be applicable for both Supply & ETC at Site. Additional Terms and Conditions for Tender Enquiry / Contract for Erection, Testing and Commissioning at Site "BHEL/TBG/GTC-ETC/2016 Rev. 01" shall be applicable for ETC at Site only which is to be read in conjunction with General Terms and Conditions for Tender Enquiry / Contract mentioned herein. However, any breach of either the Purchase Order or the Contract shall be deemed to be breach of the other.</p> <p>1.15 Taxes and Duties payable extra as per Clause No. 2.3 in NIT, if not specified/quoted clearly as extra shall be considered as included in Ex-works Price and therefore shall not be reimbursed. Taxes and duties not payable extra as per NIT shall be deemed to be included in Ex-works Price.</p> <p>1.16 If the rates for taxes and duties in respect of the quoted materials and / or services assumed by the Supplier are less than the tariff prevailing at the time of tendering, Supplier will be responsible for such under quotations. However if the rates assumed are higher than the correct rates prevailing at the time tendering, the difference will be to the credit of BHEL.</p> <p>Note : Representative / official deputed by the bidder to witness tender opening must produce authorization letter for the same.</p>
2.	<p>PRICES :</p> <p>2.1 Unless specifically indicated in the NIT, all prices shall be FIRM. No enhancement of rate for whatsoever reasons unless and until asked by BHEL shall be allowed.</p> <p>2.2 Unless specifically indicated in the NIT, the prices shall be on INR basis.</p> <p>2.3 Unless specifically indicated in the NIT, the prices are to be quoted on FOR (Site / Destination) basis excluding GST. The break-up of prices shall be as under :-</p> <p>a) Ex-works Price: Ex-works price including packing & forwarding charges.</p> <p>b) Freight: Freight for door delivery up to destination / site / store are to be quoted separately.</p> <p>c) Insurance: Insurance for door delivery up to destination / site / store are to be quoted separately.</p>

Sr. No.	
	<p>d) Type Test Charges: If asked in the technical specification, it is to be quoted separately for each test.</p> <p>e) Charges for Supervision of Erection, Testing & Commissioning (ETC) at Site: To be quoted separately if specified in NIT/Price Schedule.</p> <p>f) Charges for Testing & Commissioning at Site: To be quoted separately if specified in NIT/Price Schedule.</p> <p>g) Charges for Erection, Testing & Commissioning at Site: To be quoted separately if specified in NIT/Price Schedule.</p> <p>h) Training Charges: To be quoted separately if specified in NIT/Price Schedule.</p> <p>2.4 GST rates along with HSN/SAC code as applicable on Sr No (a) to (h) above is to be mentioned separately in percentage in both un-priced bid and price bid.</p> <p>Note :</p> <p>i) Unless otherwise specified in the NIT, the purchase order shall be placed on Ex-works basis for Indian bidders.</p> <p>ii) Prices quoted by Indian bidders shall be in Indian Rupees only.</p> <p>iii) In case Supervision of Erection, Testing & Commissioning (ETC) at Site or Testing & Commissioning at Site or Erection, Testing & Commissioning at Site is also in scope of the bidder along with supply, bidder has to ensure that prices quoted for such services also are in line with special terms & conditions of the NIT, if any.</p> <p>iv) Unless otherwise specified in the NIT, Unloading at Site / Destination shall not be in the scope of the supplier.</p> <p>v) Prices in respect of Sr No (a) to Sr No (h) of Clause 2.3 above are to be quoted inclusive of all taxes & Duties, charges. Levies, royalty etc. if any, excluding GST.</p>
3.	<p>TERMS OF PAYMENT :</p> <p>3.1 For Supply only in scope of the supplier</p> <p>100% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> · LR / GR duly endorsed by BHEL Site Official. · Material Receipt Certificate issued by BHEL Site Official. · GST Compliant Tax Invoice · Packing List (Case-wise) · Copy of Transit Insurance Certificate from underwriters. · Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management · Guarantee Certificate · Copy of Performance Bank Guarantee (PBG) · Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order. <p>3.2 For Supply where Supervision of Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier or Supply where Testing & Commissioning at Site is in scope of the supplier</p>

Sr. No.	
	<p>a) 95% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> · LR / GR duly endorsed by BHEL Site Official. · Material Receipt Certificate issued by BHEL Site Official. · GST Compliant Tax Invoice · Packing List (Case-wise) · Copy of Transit Insurance Certificate from underwriters. · Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management · Guarantee Certificate · Copy of Performance Bank Guarantee (PBG) · Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order. <p>b) 5% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> · Certificate of successful completion of Supervision of Erection, Testing & Commissioning at Site if it is in the scope of the supplier or Certificate of successful completion of Testing & Commissioning at Site if it is in the scope of the supplier. · Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management <p>3.3 For Supply where Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier</p> <p>a) 90% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> · LR / GR duly endorsed by BHEL Site Official. · Material Receipt Certificate issued by BHEL Site Official. · GST Compliant Tax Invoice · Packing List (Case-wise) · Copy of Transit Insurance Certificate from underwriters. · Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management · Guarantee Certificate · Copy of Performance Bank Guarantee (PBG) · Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order <p>b) 10% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> · Certificate of successful completion of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management · Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management <p>3.4 For Type Test Charges</p> <p>100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with copy of Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management in 3 sets (original + 2 copies) on completion of delivery (at site, if F&I is in scope of</p>

Sr. No.	
	<p>supplier) of main supplies (excluding spares) for which Type Tests are applicable. List of main supplies (excluding spares) for which Type Tests are applicable shall be certified by BHEL Engineering Management.</p> <p>3.5 For Charges for Supervision of Erection, Testing & Commissioning at Site</p> <p>100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Supervision of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies).</p> <p>3.6 For Charges for Testing & Commissioning at Site</p> <p>100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Testing & Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies).</p> <p>3.7 For Training Charges</p> <p>100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of completion of training issued by BHEL Engineering Management in 3 sets (original + 2 copies).</p> <p>Note :</p> <ul style="list-style-type: none"> i) Supplier has to submit invoice(s) as per PO or approved billing break-up of prices (if applicable as per NIT). ii) In case of supplies for overseas project, Material Receipt Certificate issued by BHEL Authorized Representative shall also be acceptable. iii) In case of Transit Insurance under Open Insurance Policy, Intimation / Declaration of Transit Insurance as per terms of the relevant Open Insurance Policy along with copy of Open Insurance Policy from underwriters shall also be acceptable. iv) Supplier has to ensure commencement of transit insurance from the date not later than LR / GR date. v) Supplier has to submit Tax Invoice(s). Supplier should ensure that Tax Invoice should comply all statutory requirements under GST Law to enable BHEL to avail input credit vi) MSMED Act, 2006 and the rules made thereunder as amended from time to time shall be applicable for release of payment to suppliers qualified & registered as Micro & Small Enterprises based on documents mentioned in the NIT for MSME. vii) Supplier has to submit PBG (as per BHEL format) & Guarantee Certificate as per PO terms. viii) In case any shortages and / or damages in supplies, an amount calculated

Sr. No.	
	<p>based on comments against Material Receipt Certificate issued by the BHEL Site Official shall be withheld from the supply payment against 3.1(a) or 3.2(a) above to be deemed fit by BHEL subject to a minimum of 10% of the total ex-works value of the invoice corresponding to the LR / GR against which any shortages and / or damages are reported. The withheld amount shall be released after the shortages and / or damages in supplies are supplied / replenished against Certification by BHEL Site Official.</p> <p>ix) Payment of GST component shall be made only if vendor has deposited the Tax and credit for the same is reflected in GSTN (GST Network). In case credit of the same is not reflected in GSTN , vendor may alternatively furnish BG of GST Amount for a period valid for not less than 1 month .In case of disallowance of credit /non reflection of credit in GSTN , amount will be recovered from supplier along with applicable Interest , penalty etc from any of his dues.</p> <p>x) If GST is payable by BHEL on reverse Charge Mechanism basis, vendor should ensure the submission of GST compliant Tax invoice immediately on dispatch/ performance of service. In case of non-compliance any additional charges towards interest, penalty etc, will be to vendors account.</p> <p>xi) TDS under GST Act, if applicable, shall be deducted unless Exemption Certificate If applicable, from the appropriate authority is furnished to BHEL along with Invoice.</p>
4.	<p>INTEREST LIABILITY : In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment. Also, no interest shall be payable by BHEL on the bank guarantee / deposit amount or balance payment or any other money which may become due owing to difference or misunderstanding or any dispute before any quasi judicial authority between BHEL and the Supplier / Contractor.</p>
5.	<p>GUARANTEE : The equipment / material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design & engineering, material, workmanship & manufacture and in full conformity with the Purchase Order / Contract, Technical Specifications & approved drawings / data sheets, if any, for 18 months from the date of last delivery or 12 months from the date of commissioning, whichever is earlier.</p> <p>Wherever Erection, Testing & Commissioning at Site are also in the scope of the Supplier, the guarantee period shall be 18 months from the date of last delivery or 12 months from the date of commissioning, whichever is later.</p> <p>The defective equipment / material / component shall be replaced free of cost at site. Freight & Insurance during transit shall also be in the scope of the supplier / contractor. Any expenditure for dismantling and re-erection of the replaced equipment / material / component shall be to supplier's / contractor's account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days from the date of reporting the defect / rejection etc.</p> <p>In the event of the supplier / contractor failing to replace the defective equipment / material / component within the time period mentioned above, BHEL may proceed to undertake the replacement of such defective equipment / material / component at the risk and cost of the supplier / contractor without prejudice to any other rights under the contract and recover the same from PBG / other dues of this Purchase</p>

Sr. No.	
	<p>Order / Contract or any other Purchase Order / Contract executed by the supplier / contractor.</p> <p>Note :</p> <p>i) In case of Illumination System, items viz. Lamps, Tubes, Ballast, Starters, Capacitors & Fuses will not be under Guarantee after commissioning.</p> <p>ii) In addition to the above guarantee period, Extended Guarantee / Warranty, if any, shall be as per NIT / Technical Specifications.</p> <p>iii) In case offer of agent of Foreign OEM / Foreign Principal is considered, as per Clause No. 1.12 above, Guarantee as mentioned above has to be provided by the Foreign OEM / Foreign Principal also.</p>
6.	<p>LATENT DEFECT :</p> <p>Liability for latent defects shall be for defects inherently lying within material or arising out of design deficiency which does not manifest itself during guarantee period but later and shall be limited to five years from the expiry of the guarantee period.</p>
7.	<p>PERFORMANCE BANK GUARANTEE (PBG) :</p> <p>Supplier shall arrange to submit Performance BG / Deposit on a non-judicial stamp paper of appropriate value along with first invoice or within 60 days from placement of Purchase Order (PO) whichever is earlier, in line with one of the applicable options as follows :-</p> <p><u>Option "A"</u></p> <p>A single rolling PBG for Rs. 50 Lakhs initially valid for 18 months with claim period of 3 months extra over and above 18 months for all the Purchase Orders being executed for Transmission Business Group, BHEL. However, validity of the PBG shall be extended till 18 months from the date of last delivery with 3 months claim period extra over and above 18 months.</p> <p>Single Rolling PBG option shall not be applicable in case Ex-works value of the PO at the time of placement of PO exceeds Rs. One Crore.</p> <p><u>Option "B"</u></p> <p>PBG for 10% of the total Ex-works PO value, valid for 18 months from the date of last delivery with claim period of 3 months extra over and above 18 months. Ex-works PO value at the time of placement of PO shall be considered for calculation of the PBG amount.</p> <p><u>Option "C"</u></p> <p>In case the total Ex-works PO value at the time of placement of PO does not exceed Rs. Ten Lakhs, interest free Deposit of 10% of the total Ex-works PO value at the time of placement of PO in form of Demand Draft favouring "Bharat Heavy Electricals Limited" and payable at New Delhi / Delhi / Noida shall also be acceptable to BHEL in lieu of PBG, which shall be released after expiry of 21 months from the date of last delivery after deduction, if any, within 60 days from receipt of invoice in 3 sets (original + 2 copies) to be submitted by the supplier.</p> <p>Note :</p> <p>i) The Bank Guarantee shall be from any bank as per Annexure for List of Banks (32 Nos.). The original PBG should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida.</p> <p>ii) Extension of validity of the PBG in original, as per above clause, should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida at least 45 days before expiry of validity of the PBG.</p> <p>iii) Unless otherwise specified in the NIT, deviation taken for non-submission of PBG / Deposit, as applicable, shall not be accepted.</p>

Sr. No.	
	<ul style="list-style-type: none"> iv) Supplier has to confirm one of the applicable options for submission of PBG / Deposit before placement of PO. v) In case of non submission PBG / Deposit, as applicable, BHEL reserve the right for Risk Purchase as per terms of the NIT and impose Suspension of Business Dealings with the Supplier / Contractor. vi) BHEL reserve the right to encash the Bank Guarantee and forfeit the amount in the event of any default, failure or neglect on part of the Supplier in fulfilment of performance of the Purchase Order. vii) Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in Purchase Order value up to $\pm 20\%$. Beyond this variation of $\pm 20\%$, the Supplier shall arrange to enhance or may reduce the value of the Bank Guarantee accordingly for the total variation promptly. viii) Vendor to ensure submission of Certificate of Final Documentation /Confirmation regarding Non applicability of Final Documentation, as the case may be, as referred in clause No 9 regarding Final Documentation. BG shall be released only after submission of the same to BHEL TBMM.
8.	<p>SUBMISSION OF DRAWINGS / DOCUMENTS FOR APPROVAL :</p> <p>Supplier shall submit the master document list within 7 days from date of Purchase Order / Contract, unless otherwise specified in the NIT, with planned dates for submission which shall be in line with activity schedule as per Purchase Order / Contract and shall be finalized with BHEL Engineering Management. Date of first submission of drawings / documents shall be certified by BHEL Engineering Management after the receipt of applicable drawings / documents (e.g. project specific cover sheet, GTP, OGA drawings, schemes, type test reports etc.) by BHEL. During detailed engineering stage, necessary hard copies of the engineering drawings / documents shall also be submitted by the supplier as per the Purchase Order / Contract requirement. The supplier shall also submit the packing drawings as per technical specifications.</p> <p>In case item(s) offered require any interface details of other item (not in the scope of supplier & required for operating the equipment), the supplier has to submit interfaces schedule along with submission of engineering drawings / documents. It shall be responsibility of the supplier to get the details of the interfaced item from BHEL before manufacturing to avoid any mismatch at site.</p>
9.	<p>FINAL DOCUMENTATION :</p> <p>Final documentation as called in the Technical /contract specification is to be submitted within 3 months from the date of first delivery of respective equipment, item/material. After submission of Final Documentation, BHEL Engineering Management (TBEM) will issue a Certificate of Completion of Final Documentation. Wherever Final Documentation is not applicable, BHEL Engineering Management (TBEM) will issue confirmation regarding the same, Vendor to submit the Certificate of Final Documentation /Confirmation regarding Non applicability of Final Documentation, as the case may be, to BHEL TBMM. In case of Non Submission of Certificate of Final Documentation /Confirmation regarding Non applicability of Final Documentation, BG will be liable for encashment.</p>
10.	<p>INSPECTION :</p> <p>BHEL / customer / third party shall inspect equipment / material before despatch. Stage inspection during manufacturing may also be carried out. Material to be despatched only after getting Material Despatch Clearance Certificate (MDCC) / MICC issued by BHEL.</p> <p>Supplier shall send inspection call on prescribed format / web site only, with an advance notice of 15 days.</p> <p>Supplier to ensure submission of all routine / acceptance test reports, inspection</p>

Sr. No.	
	<p>reports and all other documents related to inspection, immediately to BHEL.</p> <p>BHEL representative is authorised to carry out audits along with Third Party Inspection Agency at vendor's / supplier's works before clearing the items for despatch.</p>
11.	<p>DESPATCH DOCUMENTS : Despatch documents to be immediately sent to BHEL on despatch are as follows :-</p> <ul style="list-style-type: none"> • Copy of Invoice • Copy of LR / GR in case of Indian suppliers or BL / AWB in case of foreign suppliers • Copy of Packing List (Case-wise) • Copy of Transit Insurance Certificate from underwriters • Copy of Guarantee Certificate
12.	<p>DELIVERY PERIOD : Delivery / Completion requirement shall be mentioned in the NIT. Bidder to specify best delivery / completion period possible in weeks from the date of LOI / PO as per activity schedule for consideration by BHEL. Time required for type test, if applicable, is to be separately indicated. Note :</p> <p>LR / GR date or invoice date (whichever is later) for indigenous supplies and BL / AWB date for FOB / CIF (if applicable) contracts shall be considered as delivery date.</p>
13.	<p>LIQUIDATED DAMAGES FOR DELAYED DELIVERY: In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.5% of the total Purchase Order value for supply (incl. taxes and duties, freight & insurance as applicable) per week of delay or part thereof subject to a maximum of 10% of the total Purchase Order value for supply (incl. taxes and duties, freight & insurance as applicable) shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.</p> <p>However, in case of staggered (lot-wise) contractual delivery schedule, an amount of 0.5% of the total Purchase Order value for supply (incl. taxes, duties, freight & insurance as applicable) of delayed lot per week of delay or part thereof subject to maximum of 10% of the total Purchase Order value. (Incl taxes, duties, Freight & Insurance as applicable) shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.</p> <p>Note :</p> <ol style="list-style-type: none"> i) In case of any amendment / revision in PO /WO, the LD shall be linked to the amended / revised Purchase Order / Contract value and delivery / completion time / schedule, if applicable. ii) LR / GR date or invoice date (whichever is later) for indigenous supplies and BL / AWB date for FOB / CIF (if applicable) for imported supplies shall be treated as the date of dispatch for levying LD as above. iii) However, for indigenous supply, if time period between date of receipt of material at site / destination by Site Official & the date of LR / GR or invoice (whichever is later) is more than 30 days, where distance from place of despatch as per LR / GR is upto 1000 Kms or if time period between date of receipt of material at site / destination by Site Official & the date of LR / GR or invoice (whichever is later) is more than 45 days, where distance from place of despatch as per LR / GR is more than 1000 Kms, such excess period shall also be considered for LD purpose. iv) If, as per supplier, delay is not attributable to the supplier, delay analysis with documentary evidence may be submitted by the supplier at the earliest but not

Sr. No.	
	later than six months from the end of the financial year in which the payment is withheld. Based on the above details / documents submitted by the supplier, BHEL shall take final decision and if considered appropriate by BHEL, withheld amount (full or part as the case may be) shall be released, otherwise, full or balance withheld amount shall be treated as deduction of Liquidated Damages (LD) towards delayed delivery.
14.	<p>VALIDITY OF OFFER : The offer shall be valid for 120 days from the due date of opening of tender (i.e. techno-commercial bid unless otherwise specified in the NIT). Prices of Spares, wherever they optional items, shall be valid till two years from the date of placement of PO.</p>
15.	<p>ACCEPTANCE / REJECTION OF TENDER : BHEL reserve the right to reject in full or part, any or all tender without assigning any reason thereof. BHEL also reserve right to vary the quantities as mentioned in the NIT. Acceptance of offer is subject to vendor approval by customer before opening of price bid.</p> <p>BHEL shall not be bound by any power of attorney granted by tenderer or by changes in composition of the firm made subsequent to award of order / contract. BHEL may however recognize such power of attorney and changes after obtaining proper legal advice, cost of which will be chargeable to the seller / contractor concerned. If the tenderer deliberately gives wrong information, BHEL reserves the right to reject such an offer at any stage or cancel the order / contract, if awarded, and forfeit the security deposit and bank guarantee.</p>
16.	<p>DEVIATION : The bids having deviation(s) w.r.t. tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder.</p>
17.	<p>TENDER EVALUATION : Comparative statement shall be prepared and evaluated on total cost basis at destination/site (as per terms of NIT) considering overall quantity indicated in NIT unless contrary to same is specifically mentioned in the tender enquiry / NIT. Total cost for this purpose shall include cost of scope of work as mentioned in NIT along with applicable taxes & duties, and other services etc. (if applicable). GST input credit available to BHEL shall be reduced from prices while determining L1 status.</p> <p>In case all bidders are foreign & Port of Import (destination port) is same for all the bidders, evaluation of offers shall be done on CIF (Port of Import) basis. Otherwise, evaluation of offers shall be done on the basis of delivered cost at site /destination to BHEL. Further, in case of foreign bidders, marine freight & insurance are to be quoted separately & the purchase order may be placed on FOB basis with an option for delivery on CIF / CFR basis, if required, later.</p> <p>In case of foreign bidders, Exchange Rate (TT selling rate of State Bank of India) as on date of tender opening (Part-I Bid in case of two part bid) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken for tender evaluation.</p>
18.	<p>LOADING CRITERIA : List of permissible deviations & loading criteria thereof are as follows :-</p> <p>a) Payment Terms Base rate of SBI (as applicable on the date of bid opening / techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidder(s) against terms of payment in the NIT.</p> <p>b) Liquidated Damages (LD) for Delayed Delivery</p>

Sr. No.	
	<p>Loading on LD clause shall be to the extent to which it is not agreed to by the bidder (at offered value).</p> <p>c) In case of foreign bidders, if the quoted prices is on CIF basis only, it shall be loaded to arrive at total FOR (Site / Destination) price, as applicable, by factors as follows :-</p> <ul style="list-style-type: none"> i) Port handling / clearing charges: @ 1% of CIF value to arrive at Customs Assessable Value. ii) Custom Duty (including CVD & SAD) as per NIT prevailing on date of price bid opening. iii) Inland Freight & Transit Insurance: @ 5% of CIF value where distance between site / destination and Port of Discharge is upto 1000 Kms or @ 7% of CIF value where distance between site / destination and Port of Discharge is more than 1000 Kms. <p>Note : Additional deviations (if considered acceptable by BHEL) & the loading criteria shall be communicated to all the qualified bidders before price bid opening.</p>
19.	<p>ARBITRATION :</p> <p>In the event of any dispute emanating from and relating to this contract, the matter shall be referred to the sole arbitration of the person appointed by the competent authority of BHEL. Subject to aforesaid, the provisions of "The Arbitration and Conciliation Act, 1996" and the rules made thereunder as amended from time to time in India shall apply to the arbitration proceedings. The venue of arbitration shall be in New Delhi.</p> <p>Further there shall be no claim for any pre-reference or pendente-lite interest on the claims and any claim for such interest made shall be void.</p> <p>However, in case of contract with Public Sector Enterprise / Undertaking (PSE/PSU) or Govt. Dept., the extant guidelines of Govt. of India shall be followed.</p>
20.	<p>LEGAL SETTLEMENT :</p> <p>Indian Courts at New Delhi / Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable. Contract, including all matters connected with contract, shall be governed by the Indian Law, both substantive and procedural, for the time being in force including modification thereto.</p>
21.	<p>SUB-CONTRACTING :</p> <p>In case further subcontracting of BHEL Purchase Order / Contract or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However it shall not absolve the Supplier / Contractor of the responsibility of fulfilling BHEL Purchase Order / Contract requirements. In case of subcontracting of Purchase Order / Contract awarded by BHEL or part thereof without such permission, BHEL reserve the right to cancel the Purchase Order / Contract and source such material / component / equipment / system from any other agency at the risk and cost of the Supplier / Contractor.</p> <p>If Supplier / Contractor is an individual or proprietary concern and the individual or the proprietor dies or the partnership is dissolved or substantially affected, then unless BHEL is satisfied that legal representative of individual Supplier / Contractor or proprietor of proprietary concern and surviving partners of partnership firm are capable of carrying out and completing the Purchase Order / Contract, BHEL shall be entitled to cancel the Purchase Order / Contract as to its incomplete portion and without being in any way liable to payment of any compensation to legal representative of Supplier / Contractor and / or to surviving partners of Supplier's / Contractor's firm on account of cancellation of the Purchase Order / Contract.</p> <p>Decision of BHEL that legal representatives of deceased Supplier / Contractor or</p>

Sr. No.	
	<p>surviving partners of the Supplier's / Contractor's firm cannot carry out and complete the Purchase Order / Contract shall be final and binding on the parties hereto.</p> <p>Terms and Conditions shall not get affected in case of de-merger / amalgamation / taking-over / re-constitution etc.</p>
22.	<p>RISK PURCHASE : In case the Supplier / Contractor fails to supply or fails to comply with terms & conditions of the Purchase Order / Contract or delivers equipment / material not of the contracted quality or fails to adhere to the contract specifications or fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery / completion period to justify that supplies shall be inordinately delayed beyond contractual delivery / completion period, BHEL reserve the right to cancel the Purchase Order / Contract either in whole or in part thereof without compensation to Supplier / Contractor and if BHEL so desires, may procure such equipment / material / items not delivered or others of similar description where equipment / material / items exactly complying with particulars are not readily procurable in the opinion of BHEL which is final and in such manner as deemed appropriate, at the risk and cost of the Supplier / Contractor and the Supplier / Contractor shall be liable to BHEL for any excess cost to BHEL. However, the Supplier / Contractor shall continue execution of the Purchase Order / Contract to the extent not cancelled under the provisions of this clause.</p> <p>Recovery amount on account of purchases made by BHEL at the risk and cost of Supplier / Contractor shall be the difference of total value of new Purchase Order (PO) value and total value of old Purchase Order for applicable items, where the total value of new PO is more than total value of old PO for applicable items, plus additional 15% of the total ex-works value of new PO as overheads.</p> <p>The Supplier / Contractor shall on no account be entitled to any gain on such risk & cost purchase. In case the purchase order (PO) value of the new PO is less than the PO value of the old PO, 15% of the total ex-works value of the new PO shall be recovered as overheads and the difference between the PO value of the old PO and the new PO shall not be considered for calculation of the recovery amount.</p>
23.	<p>ADJUSTMENT OF RECOVERY : Any amount payable by the Supplier / Contractor under any of the condition of this contract shall be liable to be adjusted against any amount payable to the Supplier / Contractor under any other Purchase Order / Contract awarded to him by any BHEL unit. This is without prejudice to any other action, as may be deemed fit, by BHEL.</p>
24.	<p>FORCE MAJEURE CONDITION : If by reason of war, civil commotion, act of god, Government restrictions, strike, lockout which are not in control of Supplier / Contractor the deliveries / services are delayed, Supplier / Contractor shall not be held responsible.</p> <p>If at any time during the continuance of the Purchase Order / Contract, the performance in whole or in part by either party of any obligations under the Purchase Order / Contract is prevented or delayed by reason of any war hostilities, acts of the public enemy, restrictions by Govt. of India, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strike, lock-outs or acts of God (hereinafter referred to as "event"), which are not in control of Supplier / Contractor or BHEL, then provided notice of the happening of such event is given by either party to the other within fifteen (15) days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the Purchase Order / Contract nor shall have any claim for damages against each other in respect of such non-performance and delay in performance. Performance under the Purchase Order / Contract shall be resumed immediately after such event has come to an end or</p>

Sr. No.	
	<p>ceased to exist and decision of BHEL as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties hereto.</p> <p>In the event of the parties hereto not able to agree that a force majeure event has occurred, the parties shall submit the disputes for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event.</p> <p>Notwithstanding above provisions, BHEL shall reserve the right to cancel the Purchase Order / Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of delivery and other schedules.</p>
25.	<p>MANUFACTURING QUALITY PLAN (MQP) : Supplier to submit approved MQP in line with requirement of BHEL/customer.</p>
26.	<p>SUPPLIER PERFORMANCE MONITORING AND RATING SYSTEM : BHEL reserve the right for evaluation of Supplier Performance Rating as per Supplier Performance Monitoring and Rating System of BHEL for necessary action. Details are available at BHEL Website www.bhel.com for reference.</p>
27.	<p>DEALING WITH BANNED SUPPLIERS / CONTRACTORS IN BHEL : Offers of the bidders, who are on the banned list, as also the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com for reference.</p>
28.	<p>ORDER OF PRECEDENCE : The order of precedence shall be as follows :-</p> <ol style="list-style-type: none"> Special Terms & Conditions (STC) for Tender Enquiry / Contract, if any General Terms & Conditions (GTC) for Tender Enquiry / Contract & Additional General Terms & Conditions (GTC) for Tender Enquiry / Contract for Erection Testing & Commissioning (ETC) at Site, if applicable <p>Provisions in (a) above shall prevail over (b). In case of conflict, between Technical Specifications and STC / GTC, bidder to seek necessary clarifications from BHEL concerned official as specified in NIT.</p>
29.	<p>PACKING : Packing shall be in conformity with specifications and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage.</p> <p>In case of shipment by sea or air, the packing shall be sea-worthy or air-worthy respectively and of international standards.</p> <p>Different types of spares i.e. start-up / commissioning spares and initial spares (mandatory spares and recommended O&M spares) are to be packed separately.</p> <p>Packing List shall be submitted as per standard format along with advance set of documents for claiming payment which shall also indicate :-</p> <ol style="list-style-type: none"> Case / Packing size (as applicable). Gross weight and net weight of each package. Detailed contents of the package with quantity of each item separately. <p>Project, Item / Package Description, BHEL's PO No. with date & Case / Packing Mark should also be clearly mentioned on the Case / Packing and Packing List for identification. Also, Packing List must be duly signed & should include respective Invoice No. & LR No.</p> <p>Note :</p> <p>Foreign suppliers to furnish details to arrange inland transportation by BHEL, if applicable, as follows :-</p> <ol style="list-style-type: none"> No. of Packages Size with Weight (Gross & Net) of each Package No. of Containers with type & size required for inland transportation

Sr. No.	
	iv) Type of Cargo (Break Bulk / LCL / FCL) v) Customs Tariff No.
30.	<p>COLOUR CODING : Aluminium stickers are required to be attached to large components but plastic sheet tags should be tied with small components, giving details like purchase order, description of the component, quantity etc. Tags should be of the colour as follows :-</p> <ul style="list-style-type: none"> a) Main equipment : Yellow or White tag b) Start-up / Commissioning spares : Blue tag c) Mandatory spares : Pink or Red tag d) Recommended / O&M spares : Green tag
31.	<p>MICRO, SMALL & MEDIUM ENTERPRISES (MSME) : MSMED Act 2006 as amended from time to time & extant regulations of Govt. of India for MSME will be applicable. Micro & Small Enterprises (MSE) can avail the intended benefits only if they submit along with the offer / bid, attested copies of either Acknowledgement of Entrepreneur Memorandum Part-II (EM-II certificate) having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (As per BHEL format where deemed validity of EM-II certificate of five years have expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of opening (for Techno-commercial Bid : Part-I in case of two part bid). Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or arrested (in original) by a Gazetted officer. Copy of Udyog Aadhaar Memorandum with Acknowledgement of Ministry of Micro, Small & Medium Enterprises should also be furnished.</p>
32.	<p>BUSINESS ETHICS / SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS : If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution, indulges in malpractices cheating, bribery, fraud or other misconduct or formation of cartel so as to influence the bidding process or influences the price or fails to perform or is in default without any reasonable cause etc or performs any act considered objectionable as per extant guidelines, action may be taken against such bidders/supplier/contractor as per extant "Guidelines for Suspension of Business Dealings with Suppliers/Contractors". Abridged version of same is available at BHEL website (www.bhel.com) on "Supplier Registration" Page.</p>
33.	<p>REVERSE AUCTION : BHEL reserve the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder or price bid submitted by the bidder through e-procurement system. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their unconditional acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. General Terms and Conditions of RA are available at Annexure. Business Rules for</p>

Sr. No.	
	<p>RA shall be sent to the bidders before conducting RA. Abridged Version of “Common Guidelines for Conducting Reverse Auction” may also be seen at BHEL website (www.bhel.com) on “Supplier Registration” Page & “Tender Notifications” Page.</p>
34.	<p>INTEGRITY PACT : Bidders shall have to enter into Integrity Pact with BHEL, duly signed with seal in original, if specified in NIT / RFQ failing which bidder’s offer shall be liable for rejection.</p>
35.	<p>TERMINATION OF CONTRACT : BHEL shall have the right to cancel the Purchase Order / Contract without any financial implication to BHEL if vendor approval by end user / customer is withdrawn or in case of Suspension of Business Dealings with the Suppliers / Contractors by BHEL.</p> <p>BHEL shall have the right to cancel Purchase Order / Contract, wholly or in part, in case they are obliged to do so on account of any decline, diminution, curtailment or stoppage of their business and in that event, the Supplier’s / Contractor’ compensation claim shall be settled mutually.</p> <p>In case of cancellation of Purchase Order / Contract for main supply, all other associated Purchase Orders / Contracts like those for Mandatory Spares / Recommended Spares / Erection, Testing & Commissioning (ETC) / Supervision of ETC, if any, would also get cancelled.</p>
36.	<p>SHELF LIFE : Supplier has to inform the list of the items / sub-items which have limited shelf life like consumables or those required for the first fill and shall indicate the corresponding shelf life period in the offer. Such items / sub-items shall be manufactured / despatched only after getting formal clearance from BHEL.</p>
37.	<p>LIMITATION OF LIABILITY : Notwithstanding any other provisions, except in cases of wilful misconduct and / or criminal negligence / acts,</p> <p>a) Neither the Supplier / Contractor nor BHEL shall be liable to the other, whether in Purchase Order / Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Supplier / Contractor to pay Liquidated Damages to the BHEL and</p> <p>b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed total Contract Price, provided however that this limitation shall not apply to any obligation of the Vendor to indemnify BHEL with respect to Patent Infringement or Intellectual Property Rights.</p>
38.	<p>SHORTAGES / DAMAGES :</p> <p>a) Against Supply only or Supply where Supervision of Erection, Testing & Commissioning (ETC) at Site or Supply where Testing & Commissioning at Site is in scope of the supplier :</p> <p>Any shortages and / or damages in supplies shall be supplied / replenished free of cost by the supplier as early as possible but not later than 30 days from the date of intimation by BHEL to the supplier.</p> <p>b) Against Supply where Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier :</p>

Sr. No.	
	<p>Any shortages and / or damages in supplies and during handling / storage, erection, testing and commissioning at site shall be supplied / replenished free of cost by the Supplier / Contractor, as early as possible, to meet the contractual completion time / schedule.</p> <p>Note: There shall not be any extension in the contractual delivery time / schedule due to any shortages and / or damages in supplies.</p>
39.	<p>VARIATION OF CONTRACT VALUE / QUANTITY VARIATION : BHEL shall have the right to variation in quantities of items within $\pm 30\%$ of the total Purchase Order / Contract value at the time of placement of PO or award of Contract on overall basis for all amendments together within two years from the date of original Purchase Order / Contract or completion of execution of the Purchase Order / Contract whichever is earlier but quantities of individual items may vary to any extent or may get deleted unless otherwise specified in the technical specifications. No compensation is payable due to variation in the quantities and the Supplier / Contractor shall be bound to accept the same the contracted prices / rates without any escalation. However, if the Purchase Order / Contract is on "Lumpsum" basis, no variation of Purchase Order / Contract value shall be admissible to the Supplier / Contractor within the scope of Purchase Order / Contract, as long as the inputs remain unchanged.</p>
40.	<p>STATUTORY VARIATION : GST rates prevailing at the time of dispatch of goods / completion of services shall be payable by BHEL. All other taxes, duties, charges, royalty, cess, other levies shall be deemed to be included in the Ex Works Prices / Charges quoted by bidders and no variations shall be payable in respect thereof. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the BHEL.</p> <p>Notwithstanding anything above, where the actual completion of the supply / services occurs beyond the period stipulated in the Purchase Order / Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Supplier / Contractor alone shall bear the impact for the upward revisions and for downward revisions BHEL shall be given the benefit of reduction in applicable taxes /GST. This will be without prejudice to the levy of liquidated damages for delay in delivery / completion.</p> <p>If new tax is introduced by Central/ State Govt / Municipality becomes directly applicable on items specified in Bill of Quantities/Purchase Order/Contract, full reimbursements shall be made provided it becomes applicable on items specified in Bill of Quantities.</p> <p>However, any additional tax implication due to delay in delivery, beyond the Contractual Delivery, attributable to supplier shall be borne by supplier.</p>
41.	<p>MODE OF PAYMENT : Payment shall be made directly to the Supplier / Contractor by BHEL through NEFT / RTGS.</p>
42.	<p>CONFIDENTIALITY : Supplier / Contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents etc. belonging to BHEL and also of systems, procedures, reports, input documents, manuals, results and any other BHEL documents discussed and / or finalized during the course of execution of Purchase Order / Contract.</p>
43.	<p>INDEMNIFICATION : The Supplier / Contractor shall indemnify and keep indemnified and hold harmless BHEL and its employees and officers from and against any and all claims, suits, actions or administrative proceedings, demands, losses, damages, costs and</p>

Sr. No.	
	expenses and any other claim of whatsoever nature in respect of the death or injury of any person or loss of or damage to any property arising during the course and out of the execution of the Purchase Order / Contract.
44.	<p>TITLE OF GOODS :</p> <p>a) Ownership of the equipment / material procured in India, shall be transferred to BHEL upon loading on to the mode of transport to be used for transportation of the said equipment / material from the works to the site / destination and upon endorsement of the dispatch documents in favour of BHEL.</p> <p>b) Ownership of the equipment / material to be imported into the country where the site is located, if not procured in India, shall be transferred to BHEL upon loading on the mode of transport to be used for transportation of the equipment / material from the country of origin to that country / destination and upon endorsement of despatch document in favour of BHEL.</p> <p>c) Notwithstanding the transfer of ownership of the equipment / material, the responsibility for care and safe custody thereof together with the risk of loss or damage thereto for whatsoever reason shall remain with the Supplier.</p>
45.	<p>COMPLIANCE OF STATUTORY REQUIREMENTS :</p> <p>The vendor shall comply with all State and Central Laws / Acts, Statutory Rules, Regulations etc., as may be enacted by the Government during the tenure of the Purchase Order / Contract and having in force and applicable to the Purchase Order / Contract and nothing shall be done by the Supplier / Contractor in contravention of any Law / Act and / or Rules / Regulations, thereunder or any amendment thereof.</p> <p>The Supplier / Contractor shall pay all taxes, fees, licence charges / deposits, duties, tolls, royalty, commissions or other charges which may be levied on account of any of his operations connected with the Purchase Order / Contract. In case BHEL is constrained to make any of such payments, BHEL shall recover the same from the Supplier / Contractor either from moneys due to him or otherwise as deemed fit.</p>
46.	<p>ACCEPTANCE OF ORDER :</p> <p>Supplier should acknowledge and accept the Letter of Award / Purchase Order issued by BHEL within 7 days of the issue of Letter of Award / Purchase Order.</p> <p>In case of any discrepancy / typographical error in issue of Purchase Order / Contract, the agreed terms & conditions, scope of work, rates / prices for placement of PO / award of contract shall be applicable and BHEL reserves the right to issue amendment(s) to PO / Contract for correction of discrepancies / typographical errors in the PO / Contract at a later date.</p>
47.	<p>FRAUD PREVENTION POLICY :</p> <p>The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>

Signature of Bidder (Authorized Signatory) with Date & Seal

Enquiry No: 34Q2300059 Date 01.06.2022

Item: Supply of Spares for 336KV Surge Arrester- Single Tender Enquiry for M/s LAMCO INDUSTRIES PVT. LTD., HYDERABAD

Project: +/- 800KV, 600MW HVDC Raigarh –Pugalur Terminals

Addendum to General Terms and Conditions (GTC-2016)

1	Offer Submission/ Opening Time	Offer Submission Time: 11:00 Hrs IST Offer Opening Time: 16:00 Hrs IST
2	Instruction to Bidder(s):- Refer Special Terms & Conditions	<p>(a) For Supply where Supervision of Erection, Testing & Commissioning (ETC) at Site is in the scope of the supplier or Supply where Testing & Commissioning (T&C) at Site is in scope of the supplier, minimum 10% of total ex-works value shall be quoted under supervision of ETC/T&C. In case bidder quotes less than 10%, then 10% of Total PO value excluding GST and F&I shall be allocated to the supervision of ETC/T&C scope. Service charges shall be back calculated to keep 10% of total cost to BHEL (without GST). This price adjustment shall be done from supply Ex works prices only on prorata basis for all supply line items.</p> <p>(b) For Supply where Erection, Testing & Commissioning (ETC) at Site is in the scope of the supplier, minimum 20% of total ex-works value shall be quoted under ETC. In case bidder quotes less than 20%, then 20% of Total PO value excluding GST and F&I shall be allocated to the ETC scope. Service charges shall be back calculated to keep 20% of total cost to BHEL (without GST). This price adjustment shall be done from supply Ex works prices only on prorata basis for all supply line items.</p> <p>(c) Bidder's offer will be technically acceptable subject to final acceptance of vendor by ultimate customer as approved supplier. Price Bid will be opened only for those bidders in respect of which vendor approval is received from respective customer. Necessary credentials/documents to be submitted to customer for approval.</p>
3	Offer Submission Mode (Refer Special Terms & Conditions)	<p>Clause No. 1.3 of GTC Tender is invited through e-Procurement System only. The bidder shall submit their bid through e-Procurement platform at https://eprocurebhel.co.in. Vendors participating through e-procurement portal for this tender should have Class III Digital Signature Certificate (DSC) for Signing & Encryption of bids issued by any of the valid Certifying Authorities (approved by Controller of Certifying Authorities) in India.</p>
4	Validity of Purchase Order	Purchase order shall be valid for two years from date of Purchase Order.
5	Work Address	<p>Bidder to mention their works address below from where material will be supplied</p> <p>Works Address----- ----- -----</p>
6	Pre- Qualification Requirement(PQR)	As per Annexure-I The bidder must ensure that they are meeting the PQR (Technical) and should submit all the requisite credentials as per PQR.
7	Deviation	<p><u>Technical Deviation:</u> No Technical Deviation is envisaged.</p> <p><u>Commercial Deviation:</u> No Commercial Deviation envisaged except defined in GTC.</p>
8	Delivery Plan	As per Activity Schedule-Annexure-II
9	Terms of Payment Refer Special Terms & Conditions	As per clause 3.1 to 3.7 of GTC (as applicable). Supplier to submit bills alongwith billing checklist as per Annexure-III
10	Performance Bank Guarantee (PBG)	<p>Clause No. 7 of GTC, If no option is specified by the bidder, by default option B for Bank Guarantee shall be considered.</p> <p>BG for Main supply items and Spares shall be submitted separately alongwith first bill.</p> <p>Note: BG should be submitted on non-judicial stamp paper of appropriate value by the supplier alongwith first submission of bill to BHEL.</p>

Addendum to General Terms and Conditions (GTC-2016)

11	Liquidated Damage	<p>Clause no. 13 of GTC - In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.5% of delayed lot value (Ex Works and F&I charges) for supply per week of delay or part thereof subject to a maximum of 10% of delayed lot value (Ex Works and F&I charges) shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.</p> <p>LD will calculated for lotwise and Manufacturing Clearance (MFC) date will be the last date of inputs for that particular lot</p> <p>Lot-1: items for which MFC is issued from 1-15 days of calendar month Lot-2: items for which MFC is issued from 16-30/31 days of calendar month Lot-3: items for which MFC is issued from 1-15 days of next calendar month, Lot-4: items for which MFC is issued from 16-30/31 days of next calendar month and so on...</p>
12	Arbitration	As per Annexure-IV
13	Reverse Auction	<p>"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."</p> <p>Abridged Version of "Guidelines for Reverse Auction-2021" may also be seen at BHEL website (www.bhel.com) on "Supplier Registration" Page.</p>
14	Splitting of Contract	Splitting of Contract not applicable for this tender.
15	Make In India (PPP-MII)	<p>For this procurement, the local content to categorize a supplier as class-I local supplier / class-II local supplier / Non-Local supplier and purchase preference to class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020, issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT.</p> <p>"Bidder to specify the percentage of local content as per the format of self-declaration for local content" as per Annexure-V."</p> <p>"This tender is not a global tender and only class-I suppliers as defined under the DPIIT order no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and subsequent to the PPP-MII order, order ref no.:- A-1/2021-FSC-Part (5) dated 16.11.2021 issued by Govt of India, Ministry of Power are eligible to bid in this tender. Bids received from Class-II & Non-Local supplier shall be rejected."</p>
16	Compliance to GOI Order for restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017	Refer Clause at Annexure-VI and Certification at Annexure-VII / Annexure-VIII (whichever is applicable) regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017. Bidder to comply the clause and submit the certification. Non-compliance/ Non-submission of certification will lead to rejection of Offer.
17	MOP Circular	<p>Bidder to comply the MOP circular dated 02-07-2020 (Annexure-IX) and its subsequent amendment, if any, in prescribed format (Annexure-X). Non-compliance/ Non-submission will lead to rejection of Offer [Not Applicable for cases where local content is 100%].</p> <p>Vendor to quote as per specified price format of NIT, otherwise their offer shall be liable to be rejected.</p> <p>Following confirmation to be provided by vendor: "We confirm that we have quoted as per specified price format provided along with this tender".</p>
18	Integrity Pact	As per Annexure-XI.- Not Applicable
19	Risk and Cost	As per Annexure-XII.

Addendum to General Terms and Conditions (GTC-2016)

20	Prevention for cartel formation	<p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.</p> <p>In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>
21	Docuemts Required for Customer approval	<p>Bidders to submit below documents alongwith their offer but not limited to:</p> <ul style="list-style-type: none"> (a) PAN, GST, Certificate of Incorporation (b) Factory Registration Certificate (c) Overall organization Chart with Manpower Details (Design/Manufacturing/Quality etc.) (d) List of Plant and Machinery (e) List of Testing and Measuring equipment (f) Third party approval, if any (viz. ISO, BIS) (g) Pollution clearance wherever applicable (h) Energy conservation & Efficiency Report(Applicable to industries having contact load more than 100KVA) (i) Manufacturing Quality Plan (MQP) (j) List of past supplies references along with copy of major PO (k) Performance certificate from end user (l) Photographs of factory, plant and machinery & testing facilities <p>Offer of techno commercially acceptable vendors shall be considered for conducting Reverse Auction subject to their approval from Customer.</p>
22	BHEL Supplier Registration Portal	<p>The link for Online Supplier registration Portal is https://supplier.bhel.in/</p> <p>The link for Online Supplier Registration Portal may also be seen at BHEL website (www.bhel.com) on "Supplier Registration" Page.</p>

The Notice Inviting Tender (NIT)/ the tender requirement of BHEL will not be henceforth published in newspapers. All the concerned are hereby notified that tender enquiries of BHEL will be published on BHEL tender website (www.bhel.com) and Government's Central Public Procurement Portal (<https://eprocurebhel.co.in>).

(Sign and seal of Bidder)



BHARAT HEAVY ELECTRICALS LIMITED

TRANSMISSION BUSINESS ENGINEERING MANAGEMENT

COPYRIGHT AND CONFIDENTIALITY
The information on this document is the property of BHARAT HEAVY ELECTRICALS LTD.
It must not be used directly or indirectly in anyway detrimental to the interest of the company

DOCUMENT No.	TB-391-316-002	Rev. No.	03	Prepared	Checked	Approved	
TYPE OF DOC.	TECHNICAL SPECIFICATION			SIGN	-sd-	-sd-	
TITLE	336kV, 96kV & 30kV Arresters			NAME	TTR	SKS	
				DATE	28/12/16	28/12/16	28/12/16
				GROUP	TBEM	W.O. No	86006
Customer	Power grid Corporation Of India Ltd. (POWERGRID)						
PROJECT	±800kV, 6000MW HVDC Raigarh – Pugalur Terminals						
CA NO.	CC-CS/651-SR2/HVDC-3063/7/G10/CA-I/5817-5821 date: 2017-01-25						
Station	Raigarh & Pugalur						

	पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड POWER GRID CORPORATION OF INDIA LIMITED		
± 800KV, 6000MW HVDC Terminals Associated With HVDC Bipole Link Between Western Region (Raigarh, Chhattisgarh) and Southern Region (Pugalur, Tamil Nadu) - North Trichur (Kerala)			
Approved in Category :	<input checked="" type="checkbox"/> I	<input type="checkbox"/> II	<input type="checkbox"/> III
	<input type="checkbox"/> IV		
	Checked by	Verified by	Reviewed by
Signature :	 		
Date :	24/5/17		

03	02/05/17	TTR	SKS	AG	Revised as per ABB Comments
02	04/04/17	TTR	SKS	AG	Revised as per POWERGRID Comments vide C/ENGG/HVDC/RP800/224/101 Date:24-03-17
01	04/03/17	TTR	SKS	AG	Revised as per POWERGRID Comments vide C/ENGG/HVDC/RP800/224/49 Date:22-02-17
Rev No.	Date	Altered	Checked	Approved	Revision Details
Distribution				To	TBEM
				Copies	1

Table of Contents

1	Scope, Quantities and Specific Technical Requirements.....	3
1.1	Scope.....	3
1.2	Quantities	4
1.3	Specific Technical Specification	6
1.4	Type tests	9
1.5	Qualifying requirements (applicable for 400kV & 132kV)	9
1.6	Manufacturing quality plan.....	9
1.7	Deviations	9
2	Equipment Specification.....	10
2.1	General	10
2.2	Standards	10
2.3	Technical data.....	10
2.3.1	Electrical data	10
2.4	Design.....	10
2.4.1	Arrester design	10
2.4.2	Duty requirements	11
2.4.3	Seismic Requirements.....	11
2.5	Accessories.....	12
2.5.1	Surge Counters and Leakage Current Meters	12
2.5.2	Terminals	12
2.5.3	Base.....	13
2.5.4	Fixing hardware	13
2.5.5	Name plates	13
2.6	Tests.....	13
2.6.1	Type Tests	13
2.6.2	Routine Tests	15
2.6.3	Acceptance tests	15
3	General Technical Requirements.....	16



1 Scope, Quantities and Specific Technical Requirements

1.1 Scope

This technical specification covers the requirements of design, manufacture, testing at works, packing, loading at works and transport to *site* of metal oxide gapless type arresters complete with all accessories such as insulating base, surge monitor, HV power connector, corona grading ring (if applicable), insulated interconnecting copper rod/strip between arrester and surge monitor, nuts, bolts and washers for bolting the arrester units, fixing the surge monitor to structure, connecting the earthing, bypass shunts etc.

The equipment is required for the following project:

Name of customer : Power Grid Corporation of India Ltd (POWERGRID)

Name of the project : ±800kV, 6000MW HVDC Raigarh – Pugalur Terminals

Site : Raigarh & Pugalur

Refer section-3 of this document for project details and general specification.



1.2 Quantities

Sl. No.	Description	Location	Raigarh		Pogalur	
			Quantity (Nos)	Item Designation *	Quantity (Nos)	Item Designation *
1	336kV 20kA (Discharge class-4)gapless type Metal Oxide Surge arrester comprising of metal oxide elements housed in Composite Insulator with Pressure Relief arrangements and a creepage distance of 25mm/kV along with Insulating Base & Surge Monitor with a potential free contact rated for 220 Volt (DC) which shall close whenever a surge is recorded by surge monitor, and connecting lead suitable to copper rod/strip of 75 sq.mm of length 4 m and Terminal connector as per clause 2.5.2 with including fixing hardware as per Clause 2.5.4.	Line Arresters	0	NA	24	=W1.W3.F1, =W1.W5.F(1,2), =W1.W7.F2, =W1.W9.F1, =W1.W11.F(1,2), =W1.W12.F2
		ICT Arresters	0	NA	6	=W3.W4.F1, =W3.W2.F1
		Line reactor Arrester	0	NA	6	=W1.W11.F3, =W1.W12.F3
		Shunt reactor arrester	6	=W1.Z2.Z5.F1, =W1.Z5.Z5.F1	6	=W1.Z1.Z4.F1, =W1.Z4.Z5.F1
		Spares	3	NA	6	NA
2	120kV 10kA (Discharge class-3)gapless type Metal Oxide Surge arrester comprising of metal oxide elements housed in Composite Insulator with Pressure Relief arrangements and a creepage distance of 25mm/kV along with Insulating Base & Surge Monitor with connecting lead suitable to copper rod/strip of 75 sq.mm of length 4 m and Terminal connector as per clause 2.5.2 with including fixing hardware as per Clause 2.5.4.	NGR	0	NA	2	=W1.W11.F4, =W1.W12.F4
		Spares	0	NA	03	NA



±800kV, 6000MW HVDC Raigarh – Pugalur Terminals
 336kV, 96kV & 30kV Arresters
 Doc. No- TB-391-316-002 Rev. 03

Sl. No.	Description	Location	Raigarh		Pugalur	
			Quantity (Nos)	Item Designation*	Quantity (Nos)	Item Designation*
3	96kV 10kA (Discharge class-3)gapless type Metal Oxide Surge arrester comprising of metal oxide elements housed in composite Insulator with Pressure Relief arrangements and a creepage distance of 25mm/kV along with Insulating Base & Surge Monitor with connecting lead suitable to copper rod/strip of 75 sq.mm of length 4 m and Terminal connector as per clause 2.5.2 with including fixing hardware as per Clause 2.5.4.	ICT	0	NA	6	=W3.W4.F2, =W3.W2.F2
		Spares	0	NA	3	NA
4	30kV 10kA (Discharge class-2)gapless type Metal Oxide Surge arrester comprising of metal oxide elements housed in composite Insulator with Pressure Relief arrangements and a creepage distance of 25mm/kV along with Insulating Base & Surge Monitor with connecting lead suitable to copper rod/strip of 75 sq.mm of length 4 m and Terminal connector as per clause 2.5.2 with including fixing hardware as per Clause 2.5.4.	MVS	12	=W(4,5).F(1,2)	12	=W(4,5).F(1,2)
		VSC HVDC	0	NA	6	=W(4,5).F3
		Spares	3	NA	3	NA

*Item designation is for the purpose of name plates

Note:- Copper strip/rod shall be supplied in complete length of required for all arresters on each site separately.



1.3 Specific Technical Specification

S. No.	Technical parameter	Unit	336 kV Surge arrester	120 kV Surge arrester	96 kV Surge arrester	30 kV Surge arrester
1	Type	-	Metal Oxide, Gapless			
2	Location	-	At the terminals of Transformer/Reactor/Line	At the terminals of Reactor	At the terminals of Transformer	At the terminals of MVVS
3	Applicable standards	-	IEC 60099-4			
4	Installation	-	Outdoor			
5	Mounting	-	Structure			
6	Design Ambient Temperature	deg. C	50			
7	System Neutral Earthing		Effectively earthed			
8	Nominal System Voltage	kVrms	400	132	110	33
9	Highest System Voltage	kVrms	440	145	123	36
10	Rated Arrester Voltage	kV	336	120	96	30
11	Rated Frequency	Hz	50	50	50	50
12	Maximum Continuous Operating Voltage at 50 deg. C	kVrms	267	102	81	25
13.1	Minimum Switching surge residual voltage (2kA)	kVp	670	---	---	---
13.2	Maximum Switching surge residual voltage	kVp	650 kVp at 500 A	280 kVp at 1 kA	217 kVp at 1 kA	72 kVp at 1kA



±800kV, 6000MW HVDC Raigarh – Pugalur Terminals
 336kV, 96kV & 30kV Arresters
 Doc. No- TB-391-316-002 Rev. 03

S. No.	Technical parameter	Unit	336 kV Surge arrester	120 kV Surge arrester	96 kV Surge arrester	30 kV Surge arrester
14	Application		Surge protection of Transformer/Reactor/Line	Surge protection of reactor	Surge protection of transformer	Surge protection of MVS/Bus bar sys
15	Long Duration Discharge Class		4	3	3	2
16	Rated Nominal Discharge Current (8/20 μ sec.)	kAp	20	10	10	10
17	Discharge current at which insulation coordination shall be done		20 kA of 8/20 μ sec. wave	--	--	--
18	Pressure Relief Class	kA	63 kA at Raigarh 50 kA at Pugalur	31.5 kA	31.5 kA	25 kA
19	Minimum Energy Discharge Capability	kJ/kV	12	5	5	4
20	Minimum Creepage requirement	mm	10500	3625	3075	900
21	Rated insulation levels for arrester housing					
21.1	Lightning impulse level	kVp	1425	650	550	170
21.2	Switching surge impulse level	kVp	1050	NA	NA	NA
22	One minute power frequency withstand voltage (dry & wet)	kVrms	630	275	230	70
23	Maximum radio interference voltage for frequency between 0.5 MHz and 2 MHz	micro volts	1000 (at 266 kV rms)	500 (at 92 kV rms)	As per IEC	NA
24	Minimum prospective symmetrical fault current	kArms for 0.2 sec	63kArms at Raigarh 50 kArms at Pugalur	40	40	25



S. No.	Technical parameter	Unit	336 kV Surge arrester	120 kV Surge arrester	96 kV Surge arrester	30 kV Surge arrester
25	Partial discharge at 1.05 COV	pC	≤ 10	≤ 10	≤ 10	≤ 10
26	Maximum residual voltage at					
26.1	5 kA nominal discharge current	kVp	-	310	256	85
26.2	10 kA nominal discharge current	kVp	800	330	272	90
26.3	20 kA nominal discharge current	kVp	850	---	304	---
26.4	Steep fronted wave residual voltage at 20 kA	kVp.	925	---	---	---
27	Current for pressure relief test	kArms	63kArms at Raigarh 50 kArms at Pugalur	40	40	25
28	High current short duration test value (4/10 microseconds)	kAp		100		
29	Low current long duration test value (2400 microseconds)			As per IEC		
30	Insulator		polymer	polymer	polymer	polymer

The equipment must conform to the latest revision of all relevant IEC standards.



1.4 Type tests

The bidder shall offer type tested equipment for the project and the Employer shall accept the equipment type test reports under the following conditions:

- (i) Type test in accordance with the IEC 60099-4
- (ii) Type tests performed within seven (7) years for 336kV arresters and ten (10) years for other arresters from the date of first stage bid opening is 28-07-2015
- (iii) The type tested equipment shall be of the same design, insulation class and rating as per the equipment offered under this contract

In the event that equipment furnished includes important modifications of, or significant departure from, the designs of equipment on which type test report has been furnished or if there is evidence that the equipment does not comply with the requirements of the Specifications, type test procedure was not properly followed as laid down in standards, the bidder shall conduct the type tests without any cost implication to the Purchaser.

1.5 Qualifying requirements (applicable for 400kV & 132kV)

1) The manufacturer whose Surge Arresters are offered should have manufactured and type tested as per IEC/IS or equivalent standard and supplied the Surge Arrester for the specified energy capability with rated system voltage and which are in operation for at least 2 (two) years as on the original schedule date for the dead line for submission of first stage bid is 19-05-2017.

(or)

- 1) Surge Arresters can also be offered from Surge Arrester manufacturer(s) who have established production line in India based on technological support of a parent company or collaborator for the Surge Arresters provided that
 - a) Such manufacturer(s) have manufactured and type tested the Surge Arrester (as per IEC/IS or equivalent standard) to the specified energy capability with rated system voltage.
 - b) the parent company (Principal) or collaborator meets qualifying requirements stipulated under 1.5 1) given above
 - c) Furnishes (jointly with parent company or collaborator) a legally enforceable undertaking to guarantee quality, timely supply, performance and warranty obligations as specified for the equipment(s)

1.6 Manufacturing quality plan

Bidder to follow valid POWERGRID approved Quality Plan (QP) at contract stage.

1.7 Deviations

The bidder shall list all the deviation from the specification separately. Offers without specific deviation will be deemed to be totally in compliance with the specification and NO DEVIATION on any account will be entertained at a later date.



2 Equipment Specification

2.1 General

This section covers the general technical requirements of metal oxide arresters. In case of any discrepancies between the requirements mentioned in this section and those specified in section-3 of this specification, this section shall prevail and shall be treated as binding requirement.

The arresters are installed to protect vital equipments against the detrimental impact from overvoltages produced by lightning, switching, internal or external station faults and other system disturbances.

2.2 Standards

The metal oxide arresters and accessories shall conform to the following standards.

IEC 60099-4 (2009)	Lightning arresters - Part 4: Metal oxide surge arresters without gaps for AC systems
IEC – 60270 (1981)	Partial Discharge Measurements
IEC 62155	Hollow pressurized and unpressurized ceramic and glass insulators for use in electrical equipment with rated voltages greater than 1 000V
IEC 61462	Composite hollow insulators

2.3 Technical data

2.3.1 Electrical data

Electrical data and testing parameters shall be in line with section 1 of this document. The supplier / bidder shall submit GTP, drawings and valid type tests reports at tender and contract stage.

2.4 Design

2.4.1 Arrester design

The features and constructional details of arresters shall be in accordance with requirement stipulated hereunder.

- Arresters shall be of hermetically sealed units, self supporting construction and generally suitable for mounting on tubular support structures.
- The non-linear blocks shall be of sintered metal oxide material. These shall be provided in such a way as to obtain robust construction, with excellent mechanical and electrical properties even after repeated operations.
- The arresters shall be designed to withstand a certain degree of contamination. Site pollution shall be considered as Heavy as per IEC 60815 (1986).
- Seals shall be provided in such a way that these are always effectively maintained even when discharging rated lightning current.
- The outer insulator shall be of composite housing. The outer insulator housing shall be so coordinated that external flashover will not occur due to

application of any impulse or switching surge voltage upto the maximum design value for the arrester.

- f) The end fittings shall be made of non-magnetic and corrosion proof material.
- g) Internal components shall be designed to minimize internal corona and also to ensure minimal capacitive coupling with any conducting layer of pollutant on the outside of the polymer housing. Organic materials are not permitted as this may influence the reliability of the arrester.
- h) The heat treatment cycle details along with necessary quality checks used for individual blocks along with insulation layer formed across each block shall be furnished by the Bidder. Metalizing coating thickness for reduced resistance between adjacent discs shall be furnished along with procedure for checking the same. Details of thermal stability test for uniform distribution of current on individual disc shall also be furnished.
- i) The sealing arrangement of the surge arrester stacks shall be done incorporating grooved flanges with the O-rings/elliptical cross-section gaskets of Neoprene or Butyl rubber.
- j) The cantilever strength of the surge arrester with polymer housing shall not be less than 150 kg.
- k) The surge arresters shall be fitted with pressure relief devices suitable for preventing violent failure of insulator housing and providing path for flow of rated fault currents in the event of arrester failure. Details shall be furnished in the bids along with quality checks.

Pressure relief class shall be as per Table VII of IS-3070 or equivalent.

2.4.2 Duty requirements

- 1) 420 kV class arrester shall be capable of discharging energy equivalent to class 4 of IEC for a 420 kV system on two successive operations followed immediately by 50 Hz energization with a sequential voltage profile as specified below:
 - 650 kVp for 3 peaks
 - 575 kVp for 0.1 sec
 - 550 kVp for 1sec
 - 475 kVp for 10 sec
- 2) 145 kV class arrester shall be capable for discharging energy equivalent to class 3 of IEC for 145 kV system on two successive operations
- 3) The reference current of the arresters shall be high enough to eliminate the influence of grading and stray capacitance on the measured reference voltage.

2.4.3 Seismic Requirements

The arrester shall conform to the seismic requirements as specified in section-3 of this document.

2.5 Accessories

2.5.1 Surge Counters and Leakage Current Meters

Self-contained discharge counters, suitably enclosed for outdoor use and requiring no auxiliary or battery supply for operation shall be provided for each single pole/ phase unit along with necessary connection. Suitable leakage current meters for the arresters with no key interlocking system during operation should also be supplied within the same enclosure. The reading of the ammeter and counters shall be visible through an inspection glass panel. The terminals shall be robust and of adequate size and shall be so located that incoming and outgoing connections are made with minimum possible bends. The surge counter shall be provided with a potential free contact rated for 220 Volt (DC) which shall close whenever a surge is recorded by the surge monitor; potential free contacts provision is required for 336kV arresters only. Necessary arrangement shall be provided for extending the contact information to Substation Automation System/RTU.

Surge monitor consisting of discharge counters and milliammeters should be suitable to be mounted on support structure of the arrester and should be tested for IP66 degree of protection. The standard supporting structure for surge arrester should be provided with a mounting pad, for fixing the surge monitor. The surge monitor should be suitable for mounting on this standard mounting pad.

Discharge counters shall be mounted on support structure of the arrester and surge counters and leakage current meter shall be located in such a way that the readings can be taken during energised condition of the equipment. Connection between the Surge Arrester base and Surge Monitor shall be through a 4.0 m (minimum) long insulated copper rod/strip of at least 75 sq.mm cross sectional area. The copper rod/strip shall be terminated at rear/bottom side of the Surge Monitor. The gaskets of the surge monitors shall be of Neoprene, Butyl or equivalent material. Total length (instead of pieces) of the insulated copper rod/strip for all arresters shall be supplied to each site separately.

2.5.2 Terminals

The HV terminals shall be suitable for the type of connection specified in below table. The earth terminal shall be designed for the connection of a copper rod/strip as specified in 2.5.1 above.

Sl.No	Arrester	HV Connector
1	336 kV Arresters	Horizontal/Vertical takeoff, suitable for twin/quad ACSR conductor (or) suitable for horizontal through for Al. tube
2	120 kV Arrester	Horizontal/Vertical takeoff, suitable for single ACSR conductor (or) suitable for horizontal through for Al. tube
3	96 kV Arrester	Horizontal/Vertical takeoff, suitable for twin/quad ACSR conductor (or) suitable for horizontal through for Al. tube



4	30 V Arrester	Horizontal/Vertical takeoff, suitable for single ACSR conductor (or) suitable for horizontal through for Al. tube
---	---------------	---

Grading/Corona rings shall be provided on each complete arrester unit, if required to meet the corona / RIV specification. The maximum terminal force shall be stated in the arrester outline drawing.

2.5.3 Base

Each installed arrester shall be equipped with an insulating base having provision for bolting to flat surface of structure.

2.5.4 Fixing hardware

Hot dip galvanized (M10 and above) or electro-galvanized (below M10) hardware shall be provided for the following, as applicable.

- Bolting of individual arrester units and unit to insulating base.
- Bolting of insulating base to steel structure / concrete pedestal.
- Bolting the surge monitor and leakage current meter to structure/concrete pedestal.
- Bolting the HV and LV terminals to the arrester.
- Bolting the interconnecting copper lead from arrester earth terminal to surge monitor.
- Bolting of corona ring to arrester unit.

Where ever required, plain washers with spring washers, plain and lock nuts shall be provided. 10% extra hardware shall be supplied marked as spare.

2.5.5 Name plates

The material of nameplate shall be stainless steel. The information on the Nameplates shall be in accordance with IEC 60099-4, clause 4.1.

2.6 Tests

2.6.1 Type Tests

Certified test reports of previously performed type test on similar units may be submitted for approval, unless specified otherwise in section-1 of this document. Old test reports shall be submitted together with a technical report from the supplier, giving details regarding similarities and differences in the design to support the approval. Such type test reports, if approved, are accepted in lieu of performing new type tests. These type test reports should not be older than seven (7) years for 336kV arresters and ten (10) years for other arresters from the date of first stage bid opening is 28-07-2015. The type tests shall be carried out free of charge and without delivery implications, in case the test report is found unsatisfactory. The general testing procedure in all tests shall be in accordance with IEC 60099-4.

Following type tests shall be carried out, as applicable. The clause number of IEC 60099-4 (2014) is given against each test.

Sl.No	Description	336kV	120kV	96kV	30kV
1	Insulation Withstand Test on Arrester Housing				
1.1	Lightning impulse	8.2.6	8.2.6	8.2.6	8.2.6
1.2	Switching impulse	8.2.7	NA	NA	NA
1.3	Power frequency	NA	8.2.8	8.2.8	8.2.8
2	Residual Voltage Test				
2.1	Steep Current Impulse Residual Voltage Test	8.3.2	8.3.2	8.3.2	8.3.2
2.2	Lightning Impulse Residual Voltage Test	8.3.3	8.3.3	8.3.3	8.3.3
2.3	Switching Impulse Residual Voltage Test	8.3.4	8.3.4	8.3.4	8.3.4
3	Test to verify long term stability under continuous operating voltage	8.4	8.4	8.4	8.4
4	Repetitive charge transfer withstand	8.5	8.5	8.5	8.5
5	Heat dissipation behavior verification of test sample	8.6	8.6	8.6	8.6
6	Operating duty test	10.8.7	10.8.7	8.7	8.7
7	Power frequency voltage versus time	10.8.8	8.8	8.8	8.8
8	Short circuit	10.8.10	10.8.10	10.8.10	10.8.10
9	Bending moment	10.8.11	10.8.11	8.11	8.11
10	Seal leak rate	10.8.13	10.8.13	8.13	8.13
11	Radio interference voltage (RIV)	8.14	8.14	8.14	8.14
12	Test to verify the dielectric withstand of the internal components of an arrester	8.15	8.15	8.15	8.15
13	Test of internal grading components	8.16	8.16	8.16	8.16
14	Weather ageing test	10.8.17	10.8.17	10.8.17	10.8.17

2.6.1.1 Additional type tests

Additional type tests are required for above 72.5 kV class surge arresters only, shall also be submitted for the employer review.

- (1) Radio interference voltage test as per IEC 60099-4
- (2) Seismic withstand test as per Annexure-B of section 3
- (3) Accelerated aging test
- (4) Test to verify the Power frequency versus time characteristics. Temporary over voltage profile for 216 kV and below rated arresters to be mutually agreed.



Each metal oxide block of surge arresters shall be tested for the guaranteed specific energy capability in addition to the routine/acceptance test as per IEC: 60099-4.

2.6.2 Routine Tests

2.6.2.1 Sealing test:

Water dip test at 1.5m depth from top of surge arrester for 30 minutes shall be performed during assembly of surge arrester stacks (followed by other routine tests, i.e. P.D. Measurement, reference voltage, residual voltage & IR measurement)

2.6.2.2 Measurement of reference voltage

2.6.2.3 Residual voltage test of arrester unit

2.6.2.4 Internal ionisation test (Or) partial discharge test

2.6.2.5 Verticality check on completely assembled surge arrester as a sample test on each lot

2.6.2.6 Test on surge monitors

The surge counters shall be connected in series with the test specimens during residual voltage and current impulse withstand tests to verify efficiency of the same. Additional routine/functional tests with one 100 A (switching surge) and 10 kA current impulse (8/20 microsec) shall be performed on the surge counter.

Surge monitors shall be routinely tested for water dip test at 1.5m for 30 minutes. No water vapors shall be visible on the monitor glass.

2.6.2.7 Test on insulators

All routine tests shall be conducted on the hollow column insulators as per IEC 62155. Polymer housing shall be tested in accordance to IEC-61462.

2.6.3 Acceptance tests

The acceptance tests shall be carried out by the supplier on arresters of each type and rating as per IEC 60099-4, clause 9.2.

1.	Reference Voltage Measurement	9.2.1a)
2.	Lightning Impulse Residual Voltage Test	9.2.1b)
3.	Partial Discharge Test	9.2.1c)

2.6.3.1 Special acceptance test

1. Thermal stability test on three sections
2. Aging test for Zinc oxide blocks as an acceptance test is to be carried out on 3 samples for 72 hours at maximum continuous over voltage (MCOV) and at a temperature of 115°C. Acceptance norm being I_r (resistive current)/watt loss shall remain or decrease at the end of 72 hrs from the value taken after 1 hour of start of test.
3. Wattloss test



3 General Technical Requirements

Please refer TB-391-316-000: 'General Technical Requirements- Section 3'

Unpriced BOQ :- Bidder has to Mark " Quoted" only in this Format

Validate Print Help [See BoQ](#)

Tender Inviting Authority: BHEL/ TBG

Name of Item:- SSupply of Spares for 336KV Surge Arrester at +/- 800KV, 600MW HVDC Raigarh –Pugalur on Single tender basis from M/s LAMCO INDUSTRIES PVT. LTD., HYDERABAD

Enquiry/NIT No: 34Q2300059 Date 01.06.2022

Name of the Bidder/ Bidding Firm / Company :														
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the releivent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)														
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Unit RATE In Figures To be entered by the Bidder in Rs. P	GST (in Percentage)	GST Amount (Unit Rate*Quantity* GST) in Rs. P	Unit Freight & Insurance Charges in Rs. P	GST (in Percentage)	GST Amount on F&I (Unit Rate*Quantity*G ST) in Rs. P	HSN / SAC Code	TOTAL Ex-Works + F & I AMOUNT excluding GST in Rs. P	TOTAL Ex-Works + F & I AMOUNT including GST in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	13	14	15	16	20	21	51	53	54	55
1	SPARES- SURGE ARRESTOR : 20KA NOMINAL DISCHARGE, 25MM/KV CREEPAGE, POLYMER TYPE, 336KV SINGLE PHASE, GAPLESS (ZNO) SURGE ARRESTER COMPLETE WITH ALL ACCESSORIES (CORONA RING [IF APPLICABLE], SURGE COUNTER/ MONITOR, INSULATING BASE, LUGS, FIXING & EARTHING HARDWARE ETC) EXCEPT TERMINAL CONNECTOR AND INSULATED CONNECTING CABLE.	item1	1.00	NO			0.00			0.00		0.000	0.000	INR Zero Only
Total in Figures												0.000	0.000	Zero Only
Quoted Rate in Words												INR Zero Only		

Sl.	Name of the bank	
1	State Bank of India	
2	Canara Bank	
3	Axis Bank	
4	Bank of Baroda	
5	Central Bank	
6	Citi Bank N.A.	
7	Deutsche Bank **	
8	Exim Bank	
9	Federal Bank Limited	
10	HDFC Bank Limited	
11	Hongkong and Shanghai Banking Corporation Ltd	
12	Indian Bank	
13	ICICI Bank Limited	
14	IDBI Bank Limited	
15	IndusInd Bank Limited	
16	Indian Overseas Bank	
17	Kotak Mahindra Bank Limited	
18	Punjab National Bank	
19	RBL Bank Ltd.	
20	Standard Chartered Bank	
21	Union Bank of India	
22	Yes Bank Limited	
	TOTAL	

Enquiry No: 34Q2300059 Date 01.06.2022

**Item: Supply of Spares for 336KV Surge Arrester- Single Tender Enquiry for
M/s LAMCO INDUSTRIES PVT. LTD., HYDERABAD**

Project: +/- 800KV, 600MW HVDC Raigarh –Pugalur Terminals

Annexure-I

PRE QUALIFYING REQUIREMENT (PQR)

**BEING SINGLE TENDER ENQUIRY TO M/S LAMCO INDUSTRIES PVT. LTD.,
HYDERABAD PRE QUALIFYING REQUIREMENT (PQR) IS NOT APPLICABLE.**

Enquiry No: 34Q2300059 Date 01.06.2022
Item: Supply of Spares for 336KV Surge Arrester- Single Tender Enquiry for M/s
LAMCO INDUSTRIES PVT. LTD., HYDERABAD
Project: +/- 800KV, 600MW HVDC Raigarh –Pugalur Terminals

ACTIVITY SCHEDULE [ANNEXURE II]

- 1) As per Original PO ref. No.:- 357P336 & 337 Date 17.02.2020, same is applicable for this enquiry Also.
- 2) Further calculation of delay analysis in case of delivery extension (if required) , shall be governed as per the activity schedule mentioned in PO ref. No.:- 357P336 & 337 Date 17.02.2020
- 3) IMMEDIATE Delivery after approval of drawing and documents is most preferable

Note :

- 1) Supplier must ensure the completeness and correctness of the requisite documents before submission for approval. Delay in approval on account of incomplete / inadequate information shall be the responsibility of supplier.
- 2) Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained.
- 3) Qty to be offered for inspection should be in accordance within Delivery-schedule – lot. BHEL reserves the right not to entertain multiple inspection calls for a Delivery – lot and delay on this account shall be the responsibility of Supplier.
- 4) Supplier to ensure every revised submission incorporating comments within 1 week from the date of comments. In case there are delays in submission /resubmission of drawing /documents as per above schedule, that much days would be reduced from delivery period.
- 5) Supplier to furnish the advance information (at least 02 weeks) for inspection of the material after ensuring the readiness.

Signature & Seal of
Supplier
Date:

Check List for Supply bills (ANNEXURE III)

Name Of the Project							
Package Description							
Invoice No. & Date							
PO No. & date							
Sr. No	Documents Required	Copies	Check Points	Page no.	Vendor Remarks (Y/N/NA)	Verification by MM (Y/N/NA)	Verification by Fin (Y/N/NA)
1	Original for Buyer Invoice - GST compliant invoice	1 Original+2 Copy	1. Please ensure GST complaint invoice in original 2. Consignee address : BHEL C/o followed by site address 3. Item description and unit of quantity are matched with PO 4. Buyer address and GSTN No as required (TBG Noida or Nodal 5. PO No and date, LR No and date, Vehicle No and Project name are 6. Invoiced quantity are not more than th PO quantity and MICC 7. Ex works unit rate , Taxes and F&I rates are same as per PO 8. Signed and stamped by vendor				
2	Received LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes	1Original+2 Copy	1. Consignee address : BHEL C/o followed by Site address 2. In case of material purchased from sub vendor , Consignee address Vendor's name C/o BHEL C/o Site address 3. Vendor's Invoice no and Vehicle No are mentioned 4. No of boxes/No of packages are same as per Packing list 5. In case of and adverse remark on LR (Like shortages/damages/broken etc) , clarification from site/TBMM/TBCM is needed 6. LR is readable 7. In case of photo copy, LR is verified by TBMM 8. LR date is after the date of MICC/(MDCC if issued) or same date				
3	Packing List - showing number of packages, and gross weight/net Weight (if applicable)	1Original+2 Copy	1. PO No and date, LR No and date, Invoice No and date, Site Name and address, Consignor and consignee address are mentioned 2. Item description and quantity are matched with Invoice and PO 3. Signed and stamped by vendor 4. No of packages/ Item descriptions are matched with MRC and LR				
4	MICC from BHEL	1Original+2C opy	1. BHEL MICC has been issued prior to the date of dispatch or on same date 2. In case where MICC date is after the date of dispatch then MDCC date is same or prior to the date of dispatch 3. Project Name, PO, Po Date, Vendor's name and address is correct 4. Item description, Quantity and unit of quantity are same as per PO 5. All hold point in MICC , if any, have been resolved before submission of bill 6. Signed and stamped by BHEL Executive 7. MICC and MDCC quantity are not less than Invoice quantity and cover all invoiced items.				
5	Guarantee Certificate	1 Original+2 Copy	1. Project Name, PO No., Invoice No , LR No and date are mentioned 2. Guarantee Certificate is strictly matched with PO T&C 3. Signed and stamped by vendor				
6	Bank Guarantee	1 Copy	1. Ensure submission of BG directly from Bank before supply of material so that BG confirmation may be arranged before processing 2. Bill can be processed only after receipt of BG confirmation directly from bank 3. It should be in the name of BHEL , TBG Noida with registered office address Siri Fort, New Delhi 4. It should be in prescribed format. 5. BG value and validity plus claim period should be minimum as specified in PO / RC. Please check before supply , If BG extension is required please arrange the same 6. Vendor's name address should be same as per PO 7. Po No / RC No and date should be correct				
7	Insurance Certificate	1 Original+2 Copy	1. Invoice No and date, Vendor's Name,Place from Consignor to Consignee are mentioned 2. It has not been issued later than the LR date 3. Insured value is not less than the Invoice value 4. Signed and stamped by Insurance Company 5. In case of Open Insurance Policy, declaration has been submitted to Insurance Company as per declaration clause of Open policy and 6. In case of any discrepancy , consent of TBCM is required for processing the bill and amount will be deducted for invalid Insurance				
8	PVC (If applicable) Invoice is submitted along with the Despatch Invoice	1Original+2C opy	PVC (If applicable) Invoice is submitted along with the Despatch Invoice 1. PVC invoice is atatched along with supply Invoice 2. Calculation sheet and applicable PVC indices are also enclosed 3. If delay in delivery, then PVC indices are as per PO conditions.				
9	Material receipt Certificate		1. LR No and date, Invoice No and date, Vehicle No and date , Site Name an address are mentioned 2. Date of receipt of material 3. Item description and quantity are same as per Invoice / Packing List 4. It is signed and stamped by Site executive 5. In case of any shortages / damages / adverse remark , clarification is needed				
10	Other Documents		To be seen as per specific requirement of PO.				

(A) CONCILIATION (MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018)

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in **Annexure-A to this GCC (Enclosed)**.

The Annexure-A together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC.”

(B) ARBITRATION (WITH SOLE ARBITRATOR)

- 1.1. Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the Sole Arbitrator and such Arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.
- 1.2. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- 1.3. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) and amended in 2015 and further amendment passed in 2019 or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall

be New Delhi. The language of arbitration shall be English and the documents shall be submitted in English.

- 1.4. The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator.
- 1.5. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.
- 1.6. **SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN CPSES INTER SE AND CPSE(S) AND GOVERNMENT DEPARTMENT(S)/ ORGANISATION(S) – ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSES DISPUTES (AMRCD) – REGARDING**

Vide Dept. of Public Enterprises OM No. F. No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 it has been conveyed that *"To make the mechanism more effective and binding on the disputing parties, a new mechanism namely Administrative Mechanism for resolution of CPSEs Disputes (AMRCD) having two level (tier) structure has been evolved in consultation with various stakeholders to replace the existing PMA mechanism which stands wound up from the date of issue of this OM."* Accordingly, the existing Permanent Machinery of Arbitration (PMA) stands wound up with effect from 22.05.2018 and cases relating to disputes or differences relating to the interpretation and application of the provisions of commercial contract(s) between CPSEs / Port Trust / Central or State Government Department / Organisations (excluding disputes concerning Railways, Income Tax, Customs and Excise Departments) shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).

(C) JURISDICTION AND GOVERNING LAWS

The Courts at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. This Contract shall be construed as per and be governed by the Laws of India.

ANNEXURE TO MODEL CONCILIATION CLAUSE FOR CONDUCT OF CONCILIATION UNDER THE BHEL CONCILIATION SCHEME, 2018

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within

15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.

8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall

however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.

22. The proceedings of Conciliation under this Scheme may be terminated as follows:

- a. On the date of signing of the Settlement agreement by the Parties; or,
- b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
- c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
- e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

23. The Conciliator(s) shall be entitled to following fees and facilities:

Sl No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)

Sl No	Particulars	Amount
		<p>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator)</p> <p>In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p>
4	<p>Travel and transportation and stay at outstation</p> <p>i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)</p>	<p>As per entitlement of the equivalent officer (pay scale wise) in BHEL.</p>
	Others	<p>As per the extant entitlement of whole time Functional Directors in BHEL.</p>

Sl No	Particulars	Amount
		Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.

28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/regulatory body, as the case may be.
30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
 - a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b. admissions made by the other party in the course of the Conciliator proceedings;
 - c. proposals made by the Conciliator;
 - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue

notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.

34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

Format 2 to BHEL Conciliation Scheme, 2018

**FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO
CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

**Sub: Resolution of the Disputes through conciliation by Independent
Expert Committee (IEC).**

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated_____ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

Representative of BHEL

Format 3 to BHEL Conciliation Scheme, 2018
FORMAT FOR GIVING CONSENT BY
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

BHEL

.....

Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).

Ref: Contract/MoU/Agreement/LOI/LOA No & date____

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor

Name, with designation

Date

Format 5 to BHEL Conciliation Scheme, 2018
STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO
THE IEC BY BOTH THE PARTIES

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Clam(s)/Counter Claim(s):

SI. No.	Description of claim(s)/Counter Claim	Amount (in INR)Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note– *The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.*

Annexure-V

Item/Package Name :	Supply of Spares for 336KV Surge Arrester- Single Tende Enquiry for M/s LAMCO INDUSTRIES PVT. LTD., HYDERABAD
Enquiry No.:	34Q2300059 Date 01.06.2022
Project:	+/- 800KV, 600MW HVDC Raigarh -Pugalur Terminals
Type of project	Switchyard
Percentage of Local Content	(Bidder to enter the applicable % of local content)

Self-certification to be submitted in INR 100/- non judicial stamp paper

Format of Self certification regarding Local Content in line with PPP-MII order, order ref no.:- A-1/2021-FSC-Part (5) dated 16.11.2021 issued by Govt of India, Ministry of Power)

Date: / /

I _____ S/o, D/o, W/o, _____ Resident of _____ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (*hereinafter PPP-MII order*) of Government of India issued vide Notification No: P-45021/2/2017-BE-II dated 15/06/2017, its revision dated 04/06/2020 and any subsequent modifications/Amendments, if any.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/BHEL or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for **(Enter the name of the Equipment/Item for Project).**

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

That the goods/services/works supplied by me for **(Enter the name of the Equipment/Item for Project) contains.....%** **(mention the Local content in %age)** Local Content.

That the value addition for the purpose of meeting the 'Minimum Local Content 'has been made by me at **(Enter the details of the location(s) at which value addition is made).**

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed supplier class categorization criteria as per said order, based on the assessment of procuring agency (ies)/BHEL/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i Name and details of the Local Supplier
(Registered Office, Manufacturing unit location, nature of legal entity)

Annexure-V

Item/Package Name :	Supply of Spares for 336KV Surge Arrester- Single Tende Enquiry for M/s LAMCO INDUSTRIES PVT. LTD., HYDERABAD
Enquiry No.:	34Q2300059 Date 01.06.2022
Project:	+/- 800KV, 600MW HVDC Raigarh -Pugalur Terminals
Type of project	Switchyard
Percentage of Local Content	(Bidder to enter the applicable % of local content)

Self-certification to be submitted in INR 100/- non judicial stamp paper

- ii. Date on which this certificate is issued
- iii. Goods/services/works for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Minimum Local Content prescribed
- vi. Name and contact details of the unit of the Local Supplier (s)
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of input used to manufacture the Goods/to provide services/in construction of works
- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of..... (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

Clause regarding regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017 as per Government of India order OM No.6/18/2019-PPD dated 23.07.2020

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not failing in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 - a. An entity Incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity Incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entitles incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country, or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of Individuals;
 4. Where no natural person is Identified under (1) or (2) or (3) above the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another or to represent another in dealings with third person.

Clause regarding regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017 as per Government of India order OM No.6/18/2019-PPD dated 23.07.2020

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

** The above clause is not applicable to the bidders from those countries (even if sharing a land border with India) to which the GoI has extended lines of credit or in which the GoI is engaged in development projects.*

** List of countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (<https://www.mea.gov.in/>)*

Compliance to be submitted in INR 100/- non judicial stamp paper

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

Sl No.	Description	Bidder's confirmation
1	<i>We, M/s _____ have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We hereby certify that we are not from such a country.</i>	<i>Agreed</i>

(Note: Non-compliance of above said Gol Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

Bidder's authorized signatory with stamp & seal

Compliance to be submitted in INR 100/- non judicial stamp paper

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

SI No.	Description	Bidder's confirmation
1	<p><i>We, M/s_____ have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We are from such a country which shares a land border with India & have been registered with the Competent Authority as specified in above said order. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.</i></p> <p><i>Evidence of valid registration by the Competent Authority is attached.</i></p>	<p align="center"><i>Agreed</i></p>

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

Bidder's authorized signatory with stamp & seal

Compliance to be submitted in INR 100/- non judicial stamp paper

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

SI No.	Description	Bidder's confirmation
1	<p><i>We, M/s_____ have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We are from such a country which shares a land border with India & have been registered with the Competent Authority as specified in above said order. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.</i></p> <p><i>Evidence of valid registration by the Competent Authority is attached.</i></p>	<p align="center"><i>Agreed</i></p>

(Note: Non-compliance of above said Gol Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

Bidder's authorized signatory with stamp & seal

No.25-111612018-PG
Government of India
Ministry of Power
Shram Shakti Bhawan, Rafi Marg, New Delhi • — 110001
Tele Fax: 011-23730264

Dated 02/07/2020

ORDER

Power Supply System is a sensitive and critical infrastructure that supports not only our national defence, vital emergency services including health, disaster response, critical national infrastructure including classified data & communication services, defence installations and manufacturing establishments, logistics services but also the entire economy and the day-to-day life of the citizens of the country. Any danger or threat to Power Supply System can have catastrophic effects and has the potential to cripple the entire country. Therefore, the Power Sector is a strategic and critical sector.

The vulnerabilities in the Power Supply System & Network mainly arise out of the possibilities of cyber attacks through malware / Trojans etc. embedded in imported equipment. Hence, to protect the security, integrity and reliability of the strategically important and critical Power Supply System & Network in the country, the following directions are hereby issued:-

1. All equipment, components, and parts imported for use in the Power Supply System and Network shall be tested in the country to check for any kind of embedded malware/trojans/cyber threat and for adherence to Indian Standards.
2. All such testings shall be done in certified laboratories that will be designated by the Ministry of Power (MOP).
3. Any import of equipment/components/parts from "prior reference" countries as specified or by persons owned by, controlled by, or subject to the jurisdiction or the directions of these "prior reference" countries will require prior permission of the Government of India
4. Where the equipment/components/parts are imported from "prior reference" countries, with special permission, the protocol for testing in certified and designated laboratories shall be approved by the Ministry of Power (MOP).

This order shall apply to any item imported for end use or to be used as a component, or as a part in manufacturing, assembling of any equipment or to be used in power supply system or any activity directly or indirectly related to power supply system.

This issues with the approval of Hon'ble Minister of State for Power and New & Renewable Energy (Independent Charge).



(Goutam Ghosh)

Director Tel: 011-23716674 To:

1. All Ministries/Departments of Government of India (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. Vice Chairman, NITI Aayog

सेवा भवन, आर. के. पुरम-I, नई दिल्ली-110066 टेली: 011-26732257 ईमेल: ce-rndcea@nic.in वेबसाइट:
www.cea.nic.in

Sewa Bhawan, R.K Puram-I, New Delhi-110066 Tele: 011-26732257 Email: ce-rndcea@nic.in Website: www.cea.nic.in

Vendor Compliance format in bidder letter head

In view of by order No. 25-111612018-PG, Dated 02.07.2020 of Ministry of Power, GOI

Enquiry No/ PO No & Date : 34Q2300059 Date 01.06.2022
Project : Supply of Spares for 336KV Surge Arrester- Single Tender
Enquiry for M/s LAMCO INDUSTRIES PVT. LTD., HYDERABAD
Name of items/Package : +/- 800KV, 600MW HVDC Raigarh –Pugalur Terminals

This is to certify that all equipment, components, and parts imported for use in the Power Supply System and Network are in strict compliance to directions issued by Ministry of Power, Govt. of India vide order No. 25-111612018-PG dated 02.07.2020. The imported component(s), part or assembly item(s) does not carry any malware/Trojan etc.

Note: Non-compliance of MoP Order and its subsequent amendment(s), (if any), by vendor shall lead to rejection of their offer or cancellation of contract, which is awarded by BHEL.

**Bidder's authorized signatory
with stamp & seal**

RISK PURCHASE

1.1. In case the Supplier / Contractor fails to supply or fails to comply with terms & conditions of the Purchase Order / Contract or delivers equipment / material not of the contracted quality or fails to adhere to the contract specifications or fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery / completion period to justify that supplies shall be inordinately delayed beyond contractual delivery / completion period, BHEL reserve the right to cancel the Purchase Order / Contract either in whole or in part thereof without compensation to Supplier / Contractor and if BHEL so desires, may procure such equipment / material / items not delivered or others of similar description where equipment / material / items exactly complying with particulars are not readily procurable in the opinion of BHEL which is final and in such manner as deemed appropriate, at the risk and cost of the Supplier / Contractor and the Supplier / Contractor shall be liable to BHEL for any excess cost to BHEL. However, the Supplier / Contractor shall continue execution of the Purchase Order / Contract to the extent not cancelled under the provisions of this clause.

1.2. Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:

- i) Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period considering its performance of execution.
- ii) Withdrawal from or abandonment of the work by contractor/supplier before completion as per contract.
- iii) Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- iv) Termination of Contract on account of any other reason(s) attributable to Contractor/ Supplier.
- v) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vi) Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

1.3. Risk and Cost amount against Balance Work:

In case Risk & Cost is invoked, the amount of Risk & Cost against balance work shall be calculated as under:

Risk & Cost Amount $(A-B) + (A \times H/100)$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Works/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5 (five)

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work / Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

1.4. LD against delay in executed work/supply in case of Termination of Contract

LD against delay in executed Work /Supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor/ supplier. For this purpose, contract value shall be taken as Executed Value of work/supply for the purpose of limiting maximum LD value.

Method for calculation of “LD against delay in executed Work/ supply” is given below:

- i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier= T1
- ii) Let the value of executed work/ supply till the time of termination of contract= X
- iii) Let the Total Executable Value of work/ supply for which inputs/fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y
- iv) Delay in executed work/ supply attributable to contractor/supplier i.e. $T2 = (1 - \frac{X}{Y}) \times T1$
- v) LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking “X” as Contract Value and “T2” as delay attributable to contractor/ supplier.

Note: In case portion of service/ supply is withdrawn, no LD shall be applicable for portion of service/ supply withdrawn.

1.5. Recovery from Supplier

Recoveries from contractor/ supplier on whom risk & cost has been invoked shall be as per Clause No. 23 of GTC.

SCHEDULE OF TECHNICAL DEVIATION

Enquiry No: 34Q2300059 Date 01.06.2022

Item: Supply of Spares for 336KV Surge Arrester- Single Tende Enquiry for M/s LAMCO INDUSTRIES PVT. LTD., HYDERABAD

Project: +/- 800KV, 600MW HVDC Raigarh –Pugalur Terminals

The following are the deviations/ variations exception from the Technical Specifications:

SL.NO.	CLAUSE NO. OF GENERAL TERMS AND CONDITIONS	STATEMENT OF DEVIATION

In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the Technical Specifications,

If there is NIL deviation,even then the format to be filled as NIL DEVIATION.

Note : Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

All deviations must be mentioned in this format only. Deviation(s) to terms mentioned else where will not be considered.

Place:

Date :

Signature of the authorised representative of

Bidder's name :

Designation:

Company Seal:

SCHEDULE OF COMMERCIAL DEVIATION

Enquiry No: 34Q2300059 Date 01.06.2022

Item: Supply of Spares for 336KV Surge Arrester- Single Tende Enquiry for M/s LAMCO INDUSTRIES PVT. LTD., HYDERABAD

Project: +/- 800KV, 600MW HVDC Raigarh –Pugalur Terminals

The following are the deviations/ variations exception from the General Terms and Conditions:

SL.NO.	CLAUSE NO. OF GENERAL TERMS AND CONDITIONS	STATEMENT OF DEVIATION

In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the General Terms and Conditions.

If there is NIL deviation,even then the format to be filled as NIL DEVIATION.

Note : Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

All deviations must be mentioned in this format only. Deviation(s) to terms mentioned else where will not be considered.

Place:

Date :

Signature of the authorised representative of

Bidder's name :

Designation:

Company Seal: