

**SPECIAL TERMS & CONDITIONS FOR 400KV GAS INSULATED SUBSTATION FOR
NTPC TALCHER PROJECT**

Enquiry No.:278E124; date:03.07.2018

Clauses of GTC	Description
-	1. BHEL intend to enter into a pre-bid tie up with supplier (OEM) of 400kV GIS for NTPC Talcher project and Purchase Order of the same shall be placed on successful bidder only on receipt of confirmed order on BHEL by NTPC. 2. Enquiry is floated as open tender and shall be opened through tender box. 3. Pre Bid queries are invited within 7 days from the date of latest publishing of enquiry in press advertisement. 4. All queries shall be replied, if required vendor may be called for pre bid meeting. Suitable corrigendum shall be issued if required. Vendor to submit offer accordingly. Due date of tender shall be suitable extended in line with corrigendum. No subsequent deviation in the bid shall be entertained. Prices are to be quoted strictly as per format without any alteration in the content. 5. For any technical clarification, pls contact Mr. Satyaki Choudhary, Sr. Engr (TBEM)/Sh. Sanjeev Srivastava, DGM-TBEM BHEL, Transmission Business Group, Tower-A, 5th Floor, Advant Navis IT Business Park Plot-7, Sector-142, Expressway Noida, Noida-201305, UP, India Phone: +91 (0) 0120- 674858592/8517 Fax: +91 (0) 0120 – 6748580. e-mail : satyaki@bhel.in; sanjeev.shrivastava@bhel.in ; 6. For any commercial clarification, pls contact Sh. Bhagchand Kumawat, Mgr-TBMM/Sh Anuj Kumar BHEL, Transmission Business Group, Tower-A, 5th Floor, Advant Navis IT Business Park Plot-7, Sector-142, Expressway Noida, Noida-201305, UP, India Phone: +91 (0) 0120- 6748487/8052, Fax: +91 (0) 0120 – 6748581. e-mail :bkumawat@bhel.in ;anujkumar@bhel.in 7. <u>Notes :</u> (1) PRE-QUALIFICATION REQUIREMENT- As per enclosed Annexure-2 attached with NIT. (2) Documents along with BHEL's detailed recommendation in the NTPC-Formats (as attachment) are required to be submitted along with the bid (required for getting the vendor approval at contract stage): As per requirement of NTPC, BHEL need to tie up with a L-1 bidder and all QR documents, formats, etc (annexed with PQR) are to be submitted along with BHEL bid to NTPC Limited

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Enquiry No.:278E124; date:03.07.2018

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	(3) MQP Requirement: As per specification. (4) In case of foreign bidder, Port of discharge may be Chennai port or Mumbai port or Vizag port as opted by bidders. Bidder to indicate port of discharge in Unpriced bid. Loading of inland transportation shall be done accordingly. (5) Import content: Import benefit shall be available in this tender, however loading of an additional 15% on the CIF component/ imported supply shall be done on BHEL's bid to NTPC. Therefore same shall also be put into evaluation of offers for GIS vendors ie loading of 15% of total CIF value for foreign bidder and 15% of import content on Indigenous bidder if any. Bidder to indicate import content in price bid and mentioned "Quoted" in unpriced bid. (6) Sea worthy packing is applicable in case of imported goods. Packing as per specification is applicable in case of Indigenous supplier. However bidder to ensure proper packing to avoid any damage & packing of spares should separate. (7) BHEL /Customer or both will witness the inspection as per approved QAP during detail engineering. (8) The unit prices of addition/ deletion and type test charges (if applicable), as mentioned in BOQ of section-1 of technical specification shall be considered for evaluation. (9) In case due date has been extended, date of opening of submitted offer shall be considered for purpose of evaluation. (10) Order shall be awarded on CIF basis in case of foreign bidder and on ex- works basis in case of indigenous bidder. (11) Indian Bidder to arrange freight & insurance upto site. Supplier to ensure availability of their authorised person at site during unloading for supervision. The Freight & Insurance to be paid by vendor on behalf of BHEL to be re-imbursed. Proof of transit insurance should be submitted alongwith dispatch documents. Note:- Transit Insurance policy shall be in Bidder's scope and that should also have a provision of 30 days extended cover at site/ store. (12) Foreign bidder to quote upto CIF. Supplier to ensure availability of their authorised person for supervision at site during unloading. (13) Unloading of material at site is not in scope of bidder. (14) Vendor to follow for technical specification. (15) Permissible Technical Deviations: No permissible Technical Deviation has been envisaged. (16) Custom Duty: This Project has been certified as a Mega Power Project by Ministry of Power (Govt. of India). As such, benefits of exemption of Custom Duty under Deemed Export Benefits is available on import of Raw Materials/ Sub- Assembly/ Items as per extant Foreign Trade Policy of Government of India. Further, benefits of exemption of Custom Duty is also be available on Goods imported for this package as per policy of Govt. of India for Mega Power Projects. However loading of price shall be as per clause for Import content.

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NTPC TALCHER PROJECT**

Enquiry No.:278E124; date:03.07.2018

Clauses of GTC	Description
	(17) In case of foreign bidder: a. Loading of custom clearance & handling charges: As per clause no 18 of GTC. b. Loading of freight & Insurance from discharge port to BHEL site: As per clause no 18 of GTC (18) In case training/ Type Test is conducted outside India, all taxes and duties outside INDIA shall be in scope of bidder and deemed to be included in their quoted prices.
3	TERMS OF PAYMENT : (i) clause no 3.1 and 3.3- of GTC are not applicable in this NIT (ii) Following clause shall be applicable in place of existing clause no 3.2,3.5 of GTC:- 3.2 Supply: I. A. In case of indigenous bidder: 85% of payment of total invoice value (Exworks +Taxes+F&I) within 60days from the date of receipt of complete invoice along with documents in 3 sets(original+ 2 copies) as follows : - LR / GR. - Material Receipt Certificate issued by BHEL Site Official. - GST Compliant Tax Invoice. - Delivery Challan or 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. I. B. In case of foreign bidder 85% of payment of total invoice value (CIF value) within 90 days from the date of receipt of complete invoice along with documents in 3 sets(original+ 2 copies) - as follows): - Invoice. - Bill of Lading. - Delivery Challan (If applicable) or Packing list (case wise). - Certificate of Origin. - Transit insurance certificate from under writers or copy of intimation of Transit Insurance duly endorsed by under writers (if applicable). - MICC (Material inspection clearance certificate) given by BHEL. - Guarantee Certificate. - Performance Bank Guarantee copy. II. 5% of payment of total invoice value against joint verification of received consignment at store/ site on prorata basis within 60days from the date of receipt of complete invoice. Documents (original+ 2 copies) will be required for payment - Invoice. - Joint verification reports as per packing list after opening of box by BHEL site & Bidder's authorised representative.

**SPECIAL TERMS & CONDITIONS FOR 400KV GAS INSULATED SUBSTATION FOR
NTPC TALCHER PROJECT**

Enquiry No.:278E124; date:03.07.2018

Clauses of GTC	Description
	Note: Payment shall be made on prorata basis based on joint inspection of supplied material. Therefore, Joint verification reports should mention all tax invoice nos and nos of boxes corresponding to original packing list / invoice. III. 5% of payment of total invoice value on prorata basis against completion of HV test on all bays at site within 60 days from date of receipt of invoice. Documents (original + 2 copies) will be required for payment. - Invoice. - Certificate for completion of HV Test from BHEL site. Note: - (a) Invoice for 5% of payment of total invoice value shall be processed based on nos of bays on prorata basis without any reference to BOQ as per contract. Nos of bays in respect of which HV test has been successfully completed, as well as, total nos of bays as per contract should be mentioned in completion certificate by BHEL site in charge. (b) In case of conduction of HV test gets delayed beyond 12 months from the date of supply for the reasons not attributable to supplier, supplier may claim this payment (5% of payment of supply) by furnishing following documents: (1) Invoice (2) Certificate issued jointly by BHEL site incharge and BHEL TBCM Project manager. Confirming that delay in conducting HV test is not attributable to supplier (to be arranged by BHEL TBG). (3) Copy of Bank Guarantee of equivalent value initially valid for 6 months from the date of submission of invoice with additional claim period of three months. Incase HV test is not successfully completed before expiry of Bank Guarantee, BG shall be kept suitably extended till successful completion of HV test. IV. 5% of payment of total invoice value against completion of final engineering documentation and completion of supervision activity within 60 days from date of receipt of invoice. Documents (original + 2 copies) will be required for payment. - Invoice. - Final engineering documentation certificate by BHEL Engg group. - Successful completion certificate of supervision of ETC at site issued by BHEL site. <u>3.5. For Charges for Supervision of Erection, Testing & Commissioning at Site and other services (not specified at elsewhere):</u> a. 90% of payment of total invoice value (Service Charge +Taxes) after completion of HV test activity by BHEL site within 60 days from the date of receipt of invoice. Documents (original + 2 copies) will be required for payment. - Invoice - Certificate of completion of HV Test at BHEL site certified by BHEL site. Note: Certificate of completion of HV test should mention nos of bays against total nos of bays and invoice shall be processed for completed nos of bays on prorata basis without any reference to BOQ for service portion as per contract.

**SPECIAL TERMS & CONDITIONS FOR 400KV GAS INSULATED SUBSTATION FOR
NTPC TALCHER PROJECT**

Enquiry No.:278E124; date:03.07.2018

Clauses of GTC	Description
	b. 10% of payment of total invoice value (Service Charge +Taxes) after completion of supervision activity in all aspects after completion of HV tests on all bays within 60 days from the date of receipt of invoice. Documents (original + 2 copies) will be required for payment. - Invoice - Certificate for completion of supervision activity certified by BHEL site In Charge in all aspects including settlement of punch points (if any).
5.	Guarantee: Following clause shall be applicable in place of existing clause no 5 of GTC:- 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. Guarantee period shall be up to 48 Months from the date of delivery. 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. Note : i) In addition to the above guarantee period, Extended Guarantee / Warranty, if any, shall be as per NIT / Technical Specifications. If it becomes necessary for the supplier to replace or renew/rectify any defective portion of the plant/defective work executed under this clause, the provision of these clause shall be apply to the portions of the plant so replaced or renewed/rectified. Guarantee period of such items shall be 24 months from the replaced or renewed/rectified date or guarantee period as mentioned above whichever is later.
6	Latent Defect: Guarantee: Following clause shall be applicable in place of existing clause no 6 of GTC:- At the end of the Defects Liability ie Guarantee Period, the contractor's liability ceases except for latent defects. The contractor's liability for latent defects warranty shall be limited to a period of five (5) years from the end of Defects Liability (Guarantee) Period. For the purpose of the this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the Defects Liability (Guarantee) Period as mentioned above.

**SPECIAL TERMS & CONDITIONS FOR 400KV GAS INSULATED SUBSTATION FOR
NTPC TALCHER PROJECT**

Enquiry No.:278E124; date:03.07.2018

Clauses of GTC	Description
7	PERFORMANCE BANK GUARANTEE : Following clause shall be applicable in place of existing clause no 7 of GTC:- 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 follows :- PBG for 10% of the total Ex-works PO value/ CIF value (For foreign supplies), valid upto complete guarantee period with claim period of 3 months extra over and above the validity date. Exworks PO value at the time of placement of PO shall be considered for calculation of the PBG amount. In case of extension of BG Period is required, bidder to ensure extension of PBG accordingly to cover Guarantee period. Note : i) The Bank Guarantee shall be from any bank as per Annexure - B for List of Banks (32 Nos.). 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. iii) Unless otherwise specified in the NIT, deviation taken for non-submission of PBG / Deposit, as applicable, shall not be accepted. 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.
12	Delivery Period : Following clause shall be applicable in place of existing clause no 12 of GTC:- Vendor to ensure Supply of complete material as per BoQ of Un-priced bid and Technical Specification within <u>40 Weeks (Forty Weeks)*</u> from the date of manufacturing clearance from BHEL. However, Drawings/documents/Type test reports/MQP etc shall be submitted within 15 days from the date of PO and every revised submission incorporating comments within 7 days 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 deliver period. Time required for type test, if applicable, is to be separately indicated. * BHEL has considered 15 days' time (in delivery period) for arranging inspection and issue of dispatch clearance (MDCC/MICC) from BHEL end. Vendor to ensure supervision of ETC complete within 15 Weeks from the date of intimation of start of ETC given from BHEL.

**SPECIAL TERMS & CONDITIONS FOR 400KV GAS INSULATED SUBSTATION FOR
NTPC TALCHER PROJECT**

Enquiry No.:278E124; date:03.07.2018

Clauses of GTC	Description
	Note: 1. 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.
14	Validity of offer : Following clause shall be applicable in place of existing clause no 14 of GTC:- Validity of the offer: Offer shall be valid for 12 months from the due date of opening of tender. However, on request of BHEL Bidder shall extend validity of offer beyond original bid validity period.
34	Clause-34 of GTC : INTEGRITY PACT :- Following clause shall be applicable in place of existing clause no 14 of GTC:- 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. (a) IP is a tool to ensure that activities and transactions between the company and its bidders/contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitor (IEMs) have been appointed to oversee implementation of IP in BHEL. The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification. Details of IEM for this tender is furnished below- Shri D.R.S Chaudhary, IAS (Retd.) Flat No. L-202 & L-203(1st floor), Ansal Lake View Enclave, Shamla Hills Bhopal- 462 013 (M.P.), Ph: +91 755 4050495 Email: dilip.chaudhary@icloud.com (b) Please refer section -8 of the IP for Role and responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender. No routine correspondence shall be address to the IEM (Phone/post/email) regarding the clarification, time extensions or any other administrative queries, etc on the tender issued. All such clarification/issues shall be addressed directly to the tender issuing (procurement) department.

**SPECIAL TERMS & CONDITIONS FOR 400KV GAS INSULATED SUBSTATION FOR
NTPC TALCHER PROJECT**

Enquiry No.:278E124; date:03.07.2018

Clauses of GTC	Description
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**TERMS & CONDITIONS IN ADDITION TO GENERAL TERMS AND CONDITIONS
(CLAUSE NO 48 TO CLAUSE NO 57)**

48.	DEMURRAGE/WHARFAGE: For the reasons of delay in receipt of dispatch documents from vendors or due to the same being found to be incomplete, and/or faulty, the vendors shall be responsible to reimburse all demurrages / wharfage, if any, paid by BHEL (for stated reasons).
49.	EARNEST MONEY DEPOSIT (EMD):- All bidders are required to submit EMD in the form of Bank Guarantee for an amount of Rs 75 Lakhs in enclosed format. Validity of EMD shall be till validity of offer. EMD is to be submitted in separate envelope. Return of EMD (1) EMD of successful bidder (L-1 Bidder) shall be released after Purchase Order is signed (which shall be after placement of order on BHEL by NTPC) and after Performance Bank Guarantee is submitted as per NIT. (2) EMD of un successful bidders (Other than L-1 bidders) shall be returned after signing of pre bid tie up agreement with successful bidder.
50.	Indemnity (Against Patents / Trademarks etc) : The vendor shall at all times indemnify the purchaser against all claims which may be made in respect of supply from any "rights protected" source protected by way of patent registration of design or trade mark. In the event of any claim in respect of an alleged breach of patents registered design or trademark being made against the purchaser, purchaser shall notify the seller of the same and the seller shall be at liberty, but entirely at their own expenses, to conduct negotiation for settlement or deal with any litigation that may arise there from.
51.	Involvement of representative: - <i>Bidder must be GIS manufacturer.</i> Purchase Orders will be placed on successful bidder directly for total supplies and services subject to prior approval by BHEL/end Customer. However in case of foreign bidders, engagement of their foreign counterpart/ Indian representative may be permitted for execution of Services Portion (for services in INDIA only) subject to prior approval by BHEL/end Customer. - In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can submit bid but both cannot submit bid simultaneously for the same item/product in the same tender. -If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. Note: Bidder to refer <i>Annexure-3</i> for Indian agent for services in INDIA on behalf of Principal/OEM.
52.	Contract Performance Bank Guarantee to NTPC: Additionally OEM to furnish Contract Performance BG towards 6% of BHEL's contract value to NTPC. Bidders are to quote considering: (1) 6% of their bid value to BHEL. (2) Per Unit Rate quoted in price bid for one percentage (1%) increase in BG value. However BG

**SPECIAL TERMS & CONDITIONS FOR 400KV GAS INSULATED SUBSTATION
NTPC TALCHER PROJECT**

Enquiry No.:278E124; date:03.07.2018

Clauses of GTC	Description
	charges beyond 6% contract value with bidder will be paid to bidder as per quoted rate during execution of order. Validity of CPBG as per Deed of Joint Undertaking of PQR.
53.	Additional /Extra item required at site due to damage reported at site/ theft for completion of project: In case of additional requirement of any item specified in BOQ, whether due to damages / theft or any other reason, during contract (i.e. till expiry of contract i.e end of guarantee period), contractor shall ensure supply of same at unit Price mentioned in purchase order main BOQ (supply and service portion) or BOQ for addition /deletion.
54.	Bid Opening:- Bids may be opened in -Camera
55.	Placement of purchase orders: Evaluation of tender shall be as per clause 17 of GTC on total cost to BHEL. However separate purchase order shall be placed (1) for Complete GIS except mandatory spare and (2) for Mandatory spare. Vendor to submit Performance Bank Guarantee to BHEL accordingly. As per this NIT successful bidder has to be entered into pre bid tie up/MOU with BHEL and has to sign DJU. Purchase Order shall be placed on successful bidder only on receipt of confirmed order on BHEL by NTPC. Purchase order shall be placed only after placement of order on BHEL by NTPC.
56.	Extra /Additional items of work: Rate of any extra or additional items, which are not incorporated in the BOQ schedule, shall be decided as per the following: 1. The contractor, on receipt of drawing from BHEL, shall inform BHEL (within 15 days) the rate of items / works for carrying out the extra/ additional work. This shall be supported with analysis of rates including prevailing market rates. 2. If the items are not covered under purchase order, the rates have to be agreed upon mainly on the basis of: A. Rate of similar items available in purchase order. B. Prevailing market rates. Supplier shall furnish all supporting documents as required by BHEL. Decision of BHEL in such cases shall be final and binding on the contractor. 3. Under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates for any item/ work & claim for any compensation on that account will not be entertained. 4. BHEL reserves the right to carry out such extra/additional work through any other contractor or in any manner as deemed fit. However the guarantee of equipment/ contract will not effect for this activity.
57.	Health, Safety and Environment(HSE) of BHEL: BHEL has their own Health, safety and environment. HSE policy is enclosed for bidder's reference.

Note: BHEL reserves the right to cancel this enquiry at any point of time. Bids of only customer approved vendors will be processed.

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NTPC TALCHER PRO.**

Enquiry No.:278E124; date:03.07.2018

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Enclosed the following format:

- Special terms and conditions
- General terms and conditions
- *Annexure-1 for RA (Reverse Auction).*
- *Annexure-2 for PQR (Pre-qualification criteria).*
- *Annexure-A&B for Indian agent.*
- *Format: Tentative package details.*
- *Format: Performance BG format of BHEL and list of bank.*
- *Format: Deviation sheets for commercial and technical.*
- *Format: Earnest Money Deposit Bank Guarantee*
- *Format: MRC (Material receipt Certificate) and BHEL's inspection call.*
- *Check List*
- *Integrity pact of BHEL.*
- *Un-priced bid format of BHEL.*
- *Site safety policy of BHEL.*
- *Format for Contract Performance BG*

ALL OTHER TERMS AND CONDITIONS SHALL BE AS PER GTC ATTACHED

(Sign and seal of Bidder)

**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.	INSTRUCTION TO BIDDERS : 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. 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 :- 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 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). 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. 1.5 Bids are to be submitted duly signed with seal in two parts :- 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. 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. 1.6 The Part-I and Part-II Bids are to be sealed in separate envelopes and marked

Sr. No.	
	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 1 7 For any technical clarification, please contact official mentioned in the tender enquiry / NIT. 1 8 For any commercial clarification please contact official issuing tender enquiry / NIT 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 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. 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. 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. 1 13 Non-conformities / errors / discrepancies in quoted prices in price bids shall be dealt as follows :- 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.	
	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. 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. 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. 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. 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. Note : Representative / official deputed by the bidder to witness tender opening must produce authorization letter for the same.
2.	PRICES : 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. 2.2 Unless specifically indicated in the NIT, the prices shall be on INR basis. 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 :- a) Ex-works Price: Ex-works price including packing & forwarding charges. b) Freight: Freight for door delivery up to destination / site / store are to be quoted separately. c) Insurance: Insurance for door delivery up to destination / site / store are to be quoted separately.

Sr. No.	
	d) Type Test Charges: If asked in the technical specification, it is to be quoted separately for each test e) Charges for Supervision of Erection, Testing & Commissioning (ETC) at Site: To be quoted separately if specified in NIT/Price Schedule f) Charges for Testing & Commissioning at Site: To be quoted separately if specified in NIT/Price Schedule g) Charges for Erection, Testing & Commissioning at Site: To be quoted separately if specified in NIT/Price Schedule h) Training Charges: To be quoted separately if specified in NIT/Price Schedule 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. Note : i) Unless otherwise specified in the NIT, the purchase order shall be placed on Ex-works basis for Indian bidders. ii) Prices quoted by Indian bidders shall be in Indian Rupees only. 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. iv) Unless otherwise specified in the NIT, Unloading at Site / Destination shall not be in the scope of the supplier. 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.
3.	TERMS OF PAYMENT : 3.1 For Supply only in scope of the supplier 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 : • 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 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

Sr. No.	
	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 : · 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. 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 : · 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 3.3 For Supply where Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier 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 : · 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 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 : · 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 3.4 For Type Test Charges 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

Sr. No.	
	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 3.5 For Charges for Supervision of Erection, Testing & Commissioning at Site 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). 3.6 For Charges for Testing & Commissioning at Site 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). 3.7 For Training Charges 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). Note : 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.	
	Order / Contract or any other Purchase Order / Contract executed by the supplier / contractor. Note : i) In case of Illumination System, items viz. Lamps, Tubes, Ballast, Starters, Capacitors & Fuses will not be under Guarantee after commissioning. ii) In addition to the above guarantee period, Extended Guarantee / Warranty, if any, shall be as per NIT / Technical Specifications. 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.
6.	LATENT DEFECT : 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.
7.	PERFORMANCE BANK GUARANTEE (PBG) : 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 :- <u>Option "A"</u> 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. 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. <u>Option "B"</u> 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. <u>Option "C"</u> 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. Note : 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. 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. iii) Unless otherwise specified in the NIT, deviation taken for non-submission of PBG / Deposit, as applicable, shall not be accepted.

Sr. No.	
	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. 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. 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. 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.
4.	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.
5.	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. 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. 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

Sr. No.	
	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.	SUBMISSION OF DRAWINGS / DOCUMENTS FOR APPROVAL : 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. 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.
9.	FINAL DOCUMENTATION : 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.
10.	INSPECTION : 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. Supplier shall send inspection call on prescribed format / web site only, with an advance notice of 15 days. Supplier to ensure submission of all routine / acceptance test reports, inspection

Sr. No.	
	reports and all other documents related to inspection, immediately to BHEL. 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.
11.	DESPATCH DOCUMENTS : Despatch documents to be immediately sent to BHEL on despatch are as follows :- • 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.	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 . 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.
13.	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. 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. Note : 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.	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.
15.	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. 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.
16.	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.
17.	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. 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. 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.
18.	LOADING CRITERIA : List of permissible deviations & loading criteria thereof are as follows :- 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. b) Liquidated Damages (LD) for Delayed Delivery

Sr. No.	
	Loading on LD clause shall be to the extent to which it is not agreed to by the bidder (at offered value) 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 :- 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 Note : Additional deviations (if considered acceptable by BHEL) & the loading criteria shall be communicated to all the qualified bidders before price bid opening.
19.	ARBITRATION : 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. 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. 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.
20.	LEGAL SETTLEMENT : 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.
21.	SUB-CONTRACTING : 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. 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. Decision of BHEL that legal representatives of deceased Supplier / Contractor or

Sr. No.	
	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. Terms and Conditions shall not get affected in case of de-merger / amalgamation / taking-over / re-constitution etc.
22.	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. 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. 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.
23.	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.
24.	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. 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

Sr. No.	
	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 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 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.
25.	MANUFACTURING QUALITY PLAN (MQP) : Supplier to submit approved MQP in line with requirement of BHEL/customer
26.	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.
27.	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.
28.	ORDER OF PRECEDENCE : The order of precedence shall be as follows :- - 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 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.
29.	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. In case of shipment by sea or air, the packing shall be sea-worthy or air-worthy respectively and of international standards. 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 Packing List shall be submitted as per standard format along with advance set of documents for claiming payment which shall also indicate :- - Case / Packing size (as applicable). - Gross weight and net weight of each package. - Detailed contents of the package with quantity of each item separately 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. Note : Foreign suppliers to furnish details to arrange inland transportation by BHEL, if applicable, as follows :- - 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.	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 :- 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.	MICRO, SMALL & MEDIUM ENTERPRISES (MSME) : MSME 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 attested (in original) by a Gazetted officer. Copy of Udyog Aadhaar Memorandum with Acknowledgement of Ministry of Micro, Small & Medium Enterprises should also be furnished.
32.	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.
33.	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

Sr. No.	
	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.
34.	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.
35.	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. 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's compensation claim shall be settled mutually. 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.
36.	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.
37.	LIMITATION OF LIABILITY : Notwithstanding any other provisions, except in cases of wilful misconduct and / or criminal negligence / acts, 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 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.
38.	SHORTAGES / DAMAGES : 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 : 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. b) Against Supply where Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier :

Sr. No.	
	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. Note: There shall not be any extension in the contractual delivery time / schedule due to any shortages and / or damages in supplies.
39.	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.
40.	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. 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. 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. However, any additional tax implication due to delay in delivery, beyond the Contractual Delivery, attributable to supplier shall be borne by supplier.
41.	MODE OF PAYMENT : Payment shall be made directly to the Supplier / Contractor by BHEL through NEFT / RTGS.
42.	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.
43.	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

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.	TITLE OF GOODS : 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. 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. 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.
45.	COMPLIANCE OF STATUTORY REQUIREMENTS : 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. 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.
46.	ACCEPTANCE OF ORDER : 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. 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.
47.	FRAUD PREVENTION POLICY : 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.

Signature of Bidder (Authorized Signatory) with Date & Seal

	निविदा / Enquiry
	भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited पारेषण व्यापार समूह / Transmission Business Group सामग्री प्रबंधन / Materials Management

Project : NTPC TALCHER

Enquiry No	Enquiry Dt	Rev No	Rev Dt	PI No	Enquiry Type	Inspection by	Due Dt	Commercial Comments	Technical Comments	Signing Authority
278E124	03-Jul-18	0		342280121	Package		31-Jul-18			

	Document Enclosed
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SN	Equipment	HSN Code	Phy Unit	Qty	Plan Dt	Comments
1	GIS 400KV GAS INSULATED SWITCHGEAR	85359030	LOT	1		
2		0				
3	A - Supply Item - 400kV GIS as per enclosed SLD with One and Half Breaker scheme comprising of Items A1-A17	0	lot	1		
4	A1 - Fully equipped 400kV, 63kA for 1 second, SF6 GIS GT bay Module	85359030	Set	2		
5	A2 - Fully equipped 400kV, 63kA for 1 second, SF6 GIS STATION TRANSFORMER bay Module	85359030	Set	2		
6	A3 - Fully equipped 400kV, 63kA for 1 second, SF6 GIS LINE bay Module	85359030	Set	5		

7	A4 - Fully equipped 400kV, 63kA for 1 second, SF6 GIS BUS REACTOR bay Module	85359030	Set	1	
8	A5 - Fully equipped 400kV, 63kA for 1 second, SF6 GIS TIE bay Module - With CSD	85359030	Set	5	
9	A6 - Bus VT Modules for Main Buses	85359030	Set	2	
10	A7 - LA/ Surge arrester Module	85359030	Set	2	
11	A8 - BusBar Modules	85359030	Set	2	
12	A9 - Single Phase Isolated, 400kV, 63kA for 1 second, SF6 Gas-Insulated Metal enclosed Bus Bars for Tie Bay Interconnection	85359030	Set	10	
13	A10 - 400kV, 3150A GIS duct from GIS GT/Outgoing Lines/ Station transformer/Bus reactor to SF6 to Air bushing	85359030	Lot	1	
14	A11 - 400kV, 3150A SF6 to Air Bushing	85359030	Nos	30	
15	A12 - Local Control Cubicles	85359030	Nos	17	
16	A13 - First Filling of SF6 gas including extra for Compensating Losses for 10 % of total Gas Quantity. Additionally, 20% of total quantity of SF6 gas shall also be supplied in non returnable cylinders. (Bidder to indicate quantity)	28261990	Lot	1	
17	A14 - Supply of structure work for Installation of GIS including support structure for GIS ducts, SF6 to air bushings, supports, platforms, ladders, foundation bolts, embedded parts in floors etc., which are required for installation of GIS as per the spe	7305	Lot	1	
18	A15 - Supply of Earthing material for GIS including High frequency earthing material, if required. The quantity shall be estimated & provided by bidder.	7305	Lot	1	
19	A16 - Consumables required for GIS (Bidder to quote item wise with detailed BOQ for these consumables)	85381010	Lot	1	
20	A17 - Controlled Switching Device for ONE set of 3150A, 3x1-phase, SF6 insulated circuit breaker without PIR, complete with operating mechanism (suitable for 1&3 phase auto reclose)	85359030	Nos	1	
21	B - Supply Item - Mandatory Spares (B1 to B5)	0			
22	B1 - 400 KV GIS (as applicable)	0			
23	B1.1 - SF6 gas pressure Relief Devices, 3 nos of each type	0	Sets	2	
24	B1.2 - SF6 pressure gauge with coupling device cum switch or density monitors and pressure gauge, as applicable (1 no. of each type)	0	Set	1	
25	B1.3 - Rubber gaskets, "O" Rings and seals for SF6 gas, including Circuit Breaker, Disconnecter and other GIS equipments (6 no. of each type)	0	Set	1	
26	B1.4 - Molecular filter for SF6 gas with filter bags - 20 % of total supply	0	Lot	1	
27	B1.5 - SF6 gas - 20 % of total gas - included in A13.	0	Lot	1	
28	B1.6 - Covers with all accessories necessary to close a compartment in case of dismantling of any part of the Enclosure to ensure the sealing of the compartment	0			
29	B1.6.1 - For 1 phase enclosures (3 nos. of each type)	0	Set	1	
30	B1.6.2 - Locking device to keep Dis-connectors and Earthing switches in close or open position in case of removal of the driving mechanism (if applicable)	0	Nos	3	

31	B1.6.3 - Bus support insulator of each type for single phase enclosure (6 nos. of each type)	0	Set	1	
32	B1.6.4 - SF6 to air bushing for 1 phase enclosure	0	Nos	2	
33	B1.6.5 - Spares for Local control cabinet including MCB, fuses, timers, Aux. Relay of each type & rating, terminals of each type (set)	0	Nos.	1	
34	B1.6.6 - All types of Corona shield (3 Nos. of each type)	0	Set	1	
35	B1.6.7 - Window scope/ Observing window, 3 Nos. of each type (if applicable)	0	Set	1	
36	B2 - Circuit Breaker	0			
37	B2.1 - Complete Circuit Breaker 1 phase pole of each type & rating complete with interrupter, main circuit and enclosure with operating mechanism	0	Sets	3	
38	B2.2 - Fixed, moving and arcing contacts (3 nos. of each type)	0	Set	1	
39	B2.3 - Trip Coil assembly with resistor as applicable, 3 nos. of each type	0	Sets	2	
40	B2.4 - Closing Coil assembly with resistor as applicable, 3 nos. of each type	0	Sets	2	
41	B2.5 - Relays, Power contactors, push buttons, timers & MCBs etc of each type & rating	0	Set	1	
42	B2.6 - Closing assembly/ valve, 3 nos. of each type (if applicable)	0	Sets	2	
43	B2.7 - Trip assembly/ valve, 3 nos. of each type (if applicable)	0	Sets	2	
44	B2.8 - Aux. switch assembly, 3 Nos. of each type	0	Set	1	
45	B2.9 - Operation counter, 3 nos. of each type	0	Set	1	
46	B2.10 - Rupture disc, 3 Nos. of each type (if applicable)	0	Set	1	
47	B2.11 - Set of spares for pneumatic/spring/ hydraulic operated mechanism - 1 set for each type of Circuit breaker Spare for pneumatic operated mechanism a. Motor of compressor - one no b. Pressure switch and valve - one no. of each type Spare for spring	0	Set		
48	B2.12 - Insulating nozzle (6 nos. each) - 1 set for each type of Circuit breaker	0	Set	1	
49	B3 - Disconnect	0			
50	B3.1 - Complete set of 3 nos. of single phase disconnecter including main circuit, enclosure and driving mechanism	0	Set	1	
51	B3.2 - High speed/ fast acting fault making grounding switch, 3 nos. of single phase of each rating, including main circuit, enclosure and driving mechanism	0	Set	1	
52	B3.3 - 3 nos. of single phase Earthing switch including main circuit, and driving mechanism	0	Set	1	
53	B3.4 - Copper contact fingers for disconnecter male & female contact- for one complete (3 phase) disconnecter of each type & rating	0	Set	1	
54	B3.5 - Copper contact fingers for earthing switch male & female contact- for one complete (3 phase) disconnecter of each type & rating	0	Set	1	
55	B3.6 - Open/close contactor assembly, timers ,key interlock for one complete (3 phase) disconnecter and earthing switch of each type & rating	0	Set	1	
56	B3.7 - Push button switch - each type	0	Set	1	

57	B3.8 - Limit switches and Aux. switches for complete 3-phase equipment	0				
58	B3.8.1 - a. For Disconnect	0	Sets	3		
59	B3.8.2 - b. for Earth switch	0	Set	1		
60	B3.8.3 - c. For high speed earth switch	0	Set	1		
61	B3.9 - Rotor housing assembly for complete 3 -phase equipment	0				
62	B3.9.1 - a. For Disconnect	0	Sets	2		
63	B3.9.2 - b. For Earth Switch	0	Set	1		
64	B3.9.3 - c. For high speed earth switch	0	Set	1		
65	B3.10 - Motor with gear assembly for complete 3-phase equipment	0				
66	B3.10.1 - a. For Disconnect	0	Sets	3		
67	B3.10.2 - b. For Earth Switch	0	Set	1		
68	B3.10.3 - c. For high speed earth switch	0	Set	1		
69	B3.11 - Bearing for complete 3-phase equipment	0				
70	B3.11.1 - a. For Disconnect	0	Sets	5		
71	B3.11.2 - b. For Earth Switch	0	Set	1		
72	B3.11.3 - c. For high speed earth switch	0	Set	1		
73	B3.12 - Interlockingcoil with resistors, timers,key interlock for complete 3 phase equipment , as applicale (each type & rating)	0	Set	1		
74	B3.13 - Relay, Power contactors, resistors, fuses,push buttons, timers & MCBs (Complete for one 3 phase equipment)	0				
75	B3.13.1 - a. For Disconnect	0	Sets	3		
76	B3.13.2 - b. For Earth Switch	0	Set	1		
77	B3.13.3 - c. For high speed earth switch	0	Set	1		
78	B4 - Current Transformer	0				
79	B4.1 - Complete CT , as applicable, with enclosure, as applicable, 1 no. of each type & rating	0	Set	1		
80	B5 - Voltage Transformer	0				
81	B5.1 - Gas Insualted complete VT with enclosure	0	Set	1		
82	C - Supply Item - Mandatory Maintenance Equipment (C1 to C5)	0	lot	1		
83	C1 - SF6 Gas filling and evacuating plant (portable)	0	Nos.	1		
84	C2 - SF6 Gas Filtering, Drying, Storage, Recycling Plant	0	Nos.	1		
85	C3 - SF6 gas analyzer	0	Nos.	1		
86	C4 - SF6 Gas leak detector	0	Nos.	1		
87	C5 - Operational analyser with DCRM kit	0	Nos.	1		
88	D - Supply Item - Mandatory Monitoring Equipments (D1 to D2)	0	lot	1		
89	D1 - Dew Point Meter	0	Nos.	1		

90	D2 - Portable PD Monitoring System for Gas Insulated Switchgear	0	Nos.	1	
91	E - Supply Item - Tools & tackle & Testing Equipment	0	lot	1	
92	F - Services: Supervision of Erection, commissioning & site testing including earthing and training (F1 to F9)	0	Lot	1	
93	F1 - Insulation co-ordination studies	0	Lot	1	
94	F2 - Site visit for supervision of unloading, storage & verification of material at site	0	Lot	1	
95	F3 - Supervision of Erection of GIS	0	Set	1	
96	F4 - Supervision of Erection of GIS Duct - GIS to SF6 to Air Bushings	0	Lot	1	
97	F5 - Supervision of Erection of complete SF6 to Air Bushing	0	Set	30	
98	F6 - Testing & Commissioning of GIS	0	Set	1	
99	F7 - Final successful Testing of GIS including HV test and its accessories	0	Lot	1	
100	F8 - Training for GIS to NTPC Engineers	0	Lot	1	
101	F9 - Training for GIS to BHEL Engineers	0	Lot	1	
102	G - Any other item required for completion of project (G1 to G2)	0	Lot	1	
103	G1 - Supply - Any other item required for completion of project and not covered in A to E- Complete List to be provided by bidder along with unit prices.	0	Lot	1	
104	G2 - Services - Any other item required for completion of project and not covered in F - Complete List to be provided by bidder along with unit prices.	0			
105	H - Supply - Unit Prices of Individual Item/Equipment (H1 to H31)	0			
106	H1 - 400kV, 3150A Circuit breaker (1 pole complete without enclosure without operating mechanism)	0	No	1	
107	H2 - 400kV, 3150A Circuit breaker with PIR (1 pole complete without enclosure without operating mechanism)	0	No	1	
108	H3 - 400kV, 3150A Isolator (1 pole) without operating mechanism	0	No	1	
109	H4 - 400 kV Maintenance Earthing switch without operating mechanism	0	No	1	
110	H5 - 400kV High speed earth switch without operating mechanism	0	No	1	
111	H6 - 400kV Current transformer (1 of each type) (Individual prices to be furnished).	0	No	1	
112	H7 - 400kV Voltage transformer (1 of each type) (Individual prices to be furnished).	0	No	1	
113	H8 - Operating Mechanism box for 400kV, 3150 A Circuit Breaker	0	No	1	
114	H9 - Operating Mechanism box for 400kV, 3150 A Isolator	0	No	1	
115	H10 - Operating mechanism for 400kV, Maintenance Earthing Switch	0	No	1	
116	H11 - Operating Mechanism for 400kV, High Speed Earthing Switch	0	No	1	
117	H12 - Single Phase Bus bar (Any type)	0	m	1	
118	H13 - Conductor for Single phase Bus bar/ bus duct (any type)	0	m	1	
119	H14 - GIS metallic enclosure (any type)	0	m	1	
120	H15 - Epoxy resin insulators for bus support with holes for gas flow (of each type and rating)	0	set	1	

121	H16 - Gas barrier insulators (of each type and rating)	0	set	1	
122	H17 - Density switch	0	no.	1	
123	H18 - Gas monitoring system devices	0	lot	1	
124	H19 - PD sensor	0	No.	1	
125	H20 - Optical indicator for CB, Isolator	0	No.	1	
126	H21 - Elbow /Angle / T-bends	0	No.	1	
127	H22 - Telescopic enclosure	0	No.	1	
128	H23 - Sleeve enclosore	0	No.	1	
129	H24 - Expansion joints for bellows	0	set	1	
130	H25 - Cross Tank	0	No.	1	
131	H26 - Supervision Services of manpower for erection per day (excl. travel time)	0	days	1	
132	H27 - Services of manpower for Testing & commissioning per day (excl. travel time)	0	days	1	
133	H28 - Hiring charges of HV test kit	0	lot	1	
134	H29 - Training for GIS to NTPC Engineers at manufacture's work.	0	Manday	1	
135	I - Type Tests - Please refer Technical Specification Clause-1.7 , page- 8 of 64. (Quoting for type tests is mandatory and shall be considered for evaluation. Please indicate charges for one Type / Rating in unit rate column)	0			
136	I1 - The following type tests (as applicable) are proposed to be conducted on a complete single pole assembly of one typical GIS switchgear bay module as per IEC 62371-203. The components forming parts of the GIS which are covered by other standards shall	0			
137	I2 - Lightning impulse voltage dry tests.	0	No. of Type / Rating	1	
138	I3 - Switching impulse voltage dry tests.	0	No. of Type / Rating	1	
139	I4 - Power frequency voltage dry tests.	0	No. of Type / Rating	1	
140	I5 - Partial discharge tests.	0	No. of Type / Rating	1	
141	I6 - Radio Interference Voltage test (as applicable)	0	No. of Type / Rating	1	
142	I7 - Test to prove the temperature rise of any part of the equipment and measurement of the resistance of the main circuit.	0	No. of Type / Rating	1	
143	I8 - Test to prove the ability of the main circuit and earthing circuit to carry the rated peak and the rated short time withstand current.	0	No. of Type / Rating	1	
144	I9 - Test to verify the making and breaking capacity of the included switching devices.	0	No. of Type / Rating	1	
145	I10 - Test for satisfactory operation of the included switching devices.	0	No. of Type / Rating	1	

146	I11 - Test to prove the strength of enclosures.	0	No. of Type / Rating	1		
147	I12 - Gas tightness test	0	No. of Type / Rating	1		
148	I13 - Electromagnetic capability test (if applicable)	0	No. of Type / Rating	1		
149	I14 - Test on partitions	0	No. of Type / Rating	1		
150	I15 - Mechanical operation tests.	0	No. of Type / Rating	1		
151	I16 - Test to prove the satisfactory operation at limit temperature.	0	No. of Type / Rating	1		
152	I17 - Verification of degree of protection of auxiliary and control circuits.	0	No. of Type / Rating	1		
153	I18 - Test to prove performance under thermal cycling and gas tightness test on gas barrier insulators	0	No. of Type / Rating	1		
154	I19 - Capacitive Current switching test	0	No. of Type / Rating	1		
155	I20 - Shunt reactor current switching test	0	No. of Type / Rating	1		
156	I21 - For surge arrester and Bus VT following type tests are proposed to be conducted as per relevant IEC.	0				
157	I22 - Surge Arrester (As per IEC 60000-4)	0	No. of Type / Rating	1		
158	I23 - Insulation withstand test on housing	0	No. of Type / Rating	1		
159	I24 - Residual voltage test	0	No. of Type / Rating	1		
160	I25 - Long duration current impulse withstand test	0	No. of Type / Rating	1		
161	I26 - Pressure relief test (if applicable)	0	No. of Type / Rating	1		
162	I27 - Operating duty test	0	No. of Type / Rating	1		
163	I28 - Partial Discharge Test	0	No. of Type / Rating	1		
164	I29 - Leakage Test	0	No. of Type / Rating	1		
165	I30 - Repetitive charge transfer test	0	No. of Type / Rating	1		

166	131 -Heat dissipation behavior Test	0	No. of Type / Rating	1	
167	132 - Bus VT (As per IEC 60044-2)	0			
168	133 - Temperature rise test	0	No. of Type / Rating	1	
169	134 - Lighting Impulse test	0	No. of Type / Rating	1	
170	135 - Switching Impulse	0	No. of Type / Rating	1	
171	136 - Determination of errors	0	No. of Type / Rating	1	
172	137 - Short circuit withstand capability	0	No. of Type / Rating	1	
173	138 - Chopped lighting impulse test	0	No. of Type / Rating	1	
174	Contract Performance Bank Guarantee charges beyond 6% of contract value with bidder (Charges on 1% increase of CPBG value)		Rs/1% increase of CPBG value	9	

You are requested to submit your most competitive offer so as to reach us positively by the tender opening date & time. THE TENDERS NOT RECEIVED WITHIN SCHEDULED DATE AND TIME ARE LIKELY TO BE IGNORED. BHEL shall not be responsible for any postal delay.

IN YOUR OWN INTEREST YOU ARE ADVISED TO CAREFULLY READ "THE INSTRUCTIONS TO BIDDERS". INCOMPLETE BIDS AND/OR BIDS NOT COMPLYING WITH TENDER CONDITIONS SHALL BE TREATED AS NON RESPONSIVE AND ARE LIKELY TO BE IGNORED.

In case Tender Documents are not received within 7 days of this E-mail message, intimate BHEL accordingly. If no intimation is received, it will be considered that you have received tender enquiry and delay in submission offer due to late receipt of tender documents will not be entertained.

YOU ARE REQUESTED TO SUBMIT YOUR MOST COMPETITIVE OFFER SO AS TO REACH US POSITIVELY BY 2 PM ON THE TENDER OPENING DATE AND TENDER WILL BE OPENED AT 2:30 PM WITH EFFECT FROM 15-SEP-09.

BHEL RESERVES THE RIGHT TO OPT FOR REVERSE AUCTION FOR OBTAINING BEST PRICES.

OFFERS THROUGH E-MAIL / FAX:

WHOSOEVER DESIRES TO SEND OFFERS ON THEIR OWN RISK (COMPLETE IN ALL RESPECTS) VIA E-MAIL or FAX HAVE TO SEND THE OFFERS TO THE COMMON E-MAIL ADDRESS tenderbox@bhel.in or 0120-6748581 FAX .

THE RECEIVED EMAIL OFFERS WILL BE PRINTED BY PURCHASE COORDINATOR AND PUT THEM INTO COVERS AS PER CONVENTIONAL METHOD FOR TENDER OPENING I.E., TECHNO COMMERCIAL & PRICE OFFER SHALL BE PUT INTO TWO SEPARATE COVERS AND BOTH THE COVERS ARE KEPT IN THIRD COVER DULY SUPER SCRIBING ENQY. NO. AND DUE DATE.

OFFERS SENT TO ANY OTHER E-MAIL ID or FAX NO AND INCOMPLETE OFFERS SHALL NOT BE CONSIDERED FOR EVALUATION PURPOSE.

It is suggested that the bidders are advised to send the files with 'password protection'. procedure for giving a password to a file has been given below:

For saving Excel file with password

Steps to be followed:

1. Click on the FILE option in XP system and Start sign in Vista system then go to SAVE AS option.
2. Select the location to save and Click on the TOOLS box and go to GENERAL OPTION.
3. It will ask for the password, type the password into open or modify box or both as required.
4. Then click on the OK button it will ask for reenter of the password.
5. After reentering the password click on the save box.

For saving Word file with password

Steps to be followed:

1. Click on the FILE option in XP and Start sign in Vista then go to SAVE AS option.
2. Select the location to save and Click on the TOOLS box and go to SECURITY OPTION in XP system and GENERAL OPTION in Vista system.
3. It will ask for the password, type the password into open or modify box or both as required.
4. Then click on the OK button it will ask for reenter of the password.
5. After reentering the password click on the save box.

The vendors who has sent offers with password, the passwords are to be forwarded to another email id: supplierinfo@bhelindustry.com

MSME STATUS

"THOSE INDUSTRIES WHO HAVE FILED A MEMORANDUM WITH THE CONCERNED AUTHORITIES AND REGISTERED AS MICRO & SMALL ENTERPRISE UNDER MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPMENT ACT 2006, HAVE TO SUBMIT A COPY OF SUCH REGISTRATION CERTIFICATE / MEMORANDUM TO BHEL FOR NECESSARY COMPLIANCES OF THE ABOVE ACT".

Please acknowledge the receipt of tender enquiry and fax back this letter by ticking the appropriate item below.

भारत हैवी इलेक्ट्रिकल्स लिमिटेड के लिए / for BHARAT HEAVY ELECTRICALS LTD

We acknowledge the receipt of tender.

- (a) The offer against subject enquiry shall be submitted by the scheduled date and time.
- (b) We regret to quote. The item in reference is out of our manufacturing range.
- (c) We regret because of our prior commitments.
- (d) Any other reason.

To

Anuj Kumar

Sr Dy General Manager

0120-6748052

Enquiry No : 278E124

Enquiry Dt : 03-Jul-18

हस्ताक्षर और निविदाकार की सील / Signature and Seal of Tenderer

Reverse Auction of NIT shall be as follows:

"BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer 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.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer.

The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"

A. TECHNICAL PRE QUALIFICATION REQUIREMENTS – NTPC TALCHER GIS

For the purpose of qualification of the bidders, experience shall be reckoned as on the date of bid opening but not later than the closing date of submission of bid unless otherwise specified.

- 1.1.1 The Bidder as an OEM/ Manufacturer for GIS should have designed, manufactured, erected/supervised erection, tested/supervised testing and commissioned/supervised commissioning of one (1) Gas Insulated Switchgear (GIS) equipment(s) installation having at least six (6) bays of 400kV or above voltage class with short circuit current of not less than 40 kA for 1 second, which should have been in successful operation for minimum two (2) years prior to the date of Techno-Commercial bid opening.

The other mandatory/ non-negotiable condition for the Bidder/ Manufacturer:

1.1.2 The Bidder agrees to execute a Deed of Joint Undertaking (DJU) to be executed jointly between BHEL and the Bidder/ Manufacturer as per the format enclosed herewith. The executed DJU shall be submitted by BHEL along with its techno-commercial bid to NTPC Limited for the e-BOP package. In case of award on BHEL, the Manufacturer of GIS/ OEM as an Associate of BHEL also agrees to furnish an on-demand Bank Guarantee for 6% (Six Percent) of the total contract price to NTPC Limited in addition to the Contract Performance security to be provided by BHEL. The bidder will also be fully responsible for the performance of the GIS portion of the contract.

NOTE:

- Foreign GIS manufacturers offering GIS under Cl. No. 1.1.1 above can establish GIS manufacturing facilities in India (if already not established) and can supply up to Six (6) 400 kV GIS Bay from his Indian GIS manufacturing facilities. Bidder shall ensure that critical manufacturing processes of these equipments are done under supervision of Foreign GIS manufacturer and manufacturing, testing facilities including quality systems at Indian works are adequately upgraded. An undertaking by bidder shall be submitted along with their Techno-Commercial Bid to this effect backed up by a letter of commitment from the Foreign GIS manufacturer for the same.
- For the purpose of qualifying requirement, one no. of bay shall be considered as comprising of at least one circuit breaker, two disconnectors and single phase current transformers. Customer certificate indicating satisfactory performance should be provided with the Bid along-with other documents required as per TS.

B.	FINANCIAL PRE QUALIFICATION REQUIREMENTS
	Bidders shall meet the following minimum criteria:
	1.2.1 The average annual turnover of the Associate (meeting requirement of clause 1.1.1 above) in the preceding three (3) financial years should not be less than Rs. 267 Million (Indian Rupees Two Hundred Sixty Seven Million only) or in equivalent foreign currency. 1.2.2 In case the Associate does not satisfy the average annual turnover criteria above, on its own, its Holding Company would be required to meet the stipulated turnover requirements at Cl. 1.2.1 as above, provided that the Net Worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the Associate would be required to furnish along with Techno-Commercial bid, a Letter of Undertaking from its Holding Company, supported by the Holding Company's Board Resolution, as per the format enclosed with the bid documents, pledging unconditional and irrevocable financial support to the Associate to honour the terms and conditions of the Deed of Joint Undertaking in case of award of the contract to BHEL with whom Associate is associated. 1.2.3 The Net worth of the Associate, as on the last day of the preceding financial year should not be less than 100% (Hundred Percent) of its paid up share capital. In case the Associate does not meet the Net worth criteria on its own, it can meet the requirement of Net worth based on the strength of its Subsidiary(ies) and/or Holding Company(ies) and/or Subsidiary(ies) of its Holding company(ies) wherever applicable. In such case the Net worth of the Associate and its Subsidiary(ies) and/or Holding Company(ies) and/or Subsidiary(ies) of its Holding company(ies), in combined manner should not be less than 100% (Hundred Percent) of their total paid-up share capital. However individually, their Net worth should not be less than 75% (Seventy Five Percent) of their respective paid-up share capitals. Net worth in combined manner shall be calculated as follows: $\text{Net worth (combined)} = (X1+X2+X3) / (Y1+Y2+Y3) \times 100$ Where X1,X2,X3 are individual Net worth which should not be less than 75% of the respective paid up share capitals and Y1,Y2,Y3 are individual respective paid up share capitals. 1.2.4 In case the Associate is not able to furnish its audited financial statements on stand-alone entity basis, the unaudited unconsolidated financial statements of the Associate can be considered acceptable provided the Associate further furnishes the following documents for substantiation of its qualification. i) Copies of the unaudited unconsolidated financial statements of the Associate, along with copies of the audited consolidated financial statements of the Holding Company of the Associate. ii) A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed, stating that the unaudited unconsolidated financial statements form part of the Consolidated Annual Financial Statements of the Holding Company of the Associate. In cases where audited results for the last financial year as on the date of bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case the Associate is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding

the last financial year shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO of the Associate as per the format enclosed stating that the financial results of the Company are under audit as on the date of bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

NOTE:

1. Net worth means the sum total of the paid up share capital and free reserves. Free reserves mean all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
2. Other income shall not be considered for arriving at annual turnover.
3. "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act of India.
4. For annual Turnover indicated in foreign currency, the exchange rate as on seven (7) days prior to the date of Bid opening shall be used.
5. All documents (including third party documents/supporting documents) in language other than English, certified translated copy in English language should also be furnished.

**PROFORMA FOR CONTRACT PERFORMANCE BANK GUARANTEE
TO BE FURNISHED BY THE ASSOCIATE/COLLABORATOR**

(To be stamped in accordance with the Stamp Act,
if any, of the Country of the issuing Bank) :

Bank Guarantee No.....

Date

In consideration of NTPC Ltd., (hereinafter referred to as "Employer" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to with its Registered Head Office at (herein-after referred to as or "Contractor") a Contract for Package for its (Name of Project) vide Contract No. dated and the same having been unequivocally accepted by the Contractor resulting in a "Contract", which award is on the strength of Deed of Joint Undertaking dated (hereinafter referred to as "Undertaking") given by M/s..... * (Contractor) and by (Associate/Collaborator) having its registered office at (hereinafter called or Associate/Collaborator), and the Contractor having further executed with (Associate/Collaborator) a Sub-Contract dated and the same having been unequivocally accepted by the Associate/Collaborator resulting in a Sub-Contract Agreement valued at for (hereinafter called "Sub-Contract Agreement") and (Associate/Collaborator) having agreed to provide a Performance Guarantee amounting to to the Employer on the terms and conditions specified in the "Undertaking".

We..... Bank, having its Head Office at..... (herein-after referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay to the Employer on demand any and all monies to the extent of (Specify currency and amount in words and figures) only as aforesaid at any time upto.....@.....without any demur, reservation, context, recourse or protest and/or without any references to "Associate/Collaborator" or "Contractor". Any such demand made by the Employer on the Bank shall be conclusive and binding, notwithstanding any difference between the Employer and Contractor and/or between the Employer and Associate/Collaborator or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

* Brief name of the Contractor

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract or the Sub-Contract Agreement by the Associate/Collaborator. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Associate/Collaborator and to exercise the same at any time, in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract or

Undertaking or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank from its obligations.

The Bank also agrees that the Employer at is option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against Contractor or Associate/Collaborator and notwithstanding any security or other guarantee that the Employer may have in relation to Contractor's or Associate's/Collaborator's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to and, it shall remain in force upto and including @ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s (Associate/Collaborator) on whose behalf this guarantee has been given.

Date this.....day
of.....20.....at.....

WITNESS

(Signature).....	(Signature).....
(Name).....	(Name & Designation).....
(Official Address).....	(Bank's Seal).....
	Authorised vide Power of Attorney No.....
	Date.....

**SWITCHYARD PACKAGE INCLUDING MISC. ELECTRICAL WORKS FOR BOP PACKAGES
FOR
TALCHER THERMAL POWER PROJECT, STAGE-III (2X660MW)
BIDDING DOCUMENT NO. CS-4540-500-2**

**FORM OF DEED OF JOINT UNDERTAKING
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

**DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE ASSOCIATE ALONG WITH
BIDDER AS PER ITEM NO. 3.1.2 OF BID DATA SHEETS**

**(APPLICABLE FOR THE BIDDER WHO MEETS THE REQUIREMENTS OF ITEM NO. 3.1.2 OF
BDS AND ASSOCIATES WITH GIS MANUFACTURER FOR SOURCING OF GIS EQUIPMENT
WHO MEETS THE REQUIREMENTS OF ITEM NO. 3.1.1 OF BDS)**

This DEED of UNDERTAKING executed this day of Two thousand by M/s a Company incorporated under the laws of having its Registered Office at (hereinafter called the "Associate", which expression shall include its successors, administrators, executors and permitted assigns) and M/s a company registered under the laws of having its registered office at (hereinafter called the "Bidder/Contractor", which expression shall include its successors, administrators, executors and permitted assigns) in favour of M/s NTPC Limited, A Government of India Enterprise, incorporated under the Companies Act, 1956, having its Registered Office at NTPC Bhawan, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003, INDIA (hereinafter called "NTPC" or "Employer" which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Employer invited Bids for Switchyard Package including misc. Electrical Works for BOP Packages for Talcher Thermal Power Project, Stage-III (2X660 MW) for design, engineering, manufacture, testing and inspection at manufacturer's works, packing, supply, transportation, transit insurance, delivery to site, unloading, storage, equipment erection, commissioning and associated civil, structural & architectural works as per the scope vide Bidding Documents No. CS-4540-500-2.

AND WHEREAS Item No. 3.1.2 of Bid Data Sheets of Bidding Documents stipulates that the Bidder can also participate provided the Bidder meets the requirements stipulated at Item No. 3.1.2 of Bid Data Sheets and the bidder associates with a GIS manufacturer for sourcing of GIS equipment, who meets the stipulated requirements at Item No. 3.1.1 of Bid Data Sheets of Bidding Documents and submits a Deed of Joint undertaking jointly executed by the Bidder and its Associate in which the bidder and its Associate are jointly and severally liable to the Employer for successful performance of the GIS Portion of the Contract specified in the Bidding Documents No. CS-4540-500-2.

WHEREAS M/s (Bidder/Contractor) is submitting its proposal ref. no. dated (hereinafter called the "Bid"), in response to the aforesaid Invitation for Bid by the Employer against Bidding Documents No. CS-4540-500-2.

AND WHEREAS M/s (Bidder/Contractor) meets the requirements of Item No. 3.1.2 of BDS and associates with M/s (Associate) who meets the requirement of Item No. 3.1.1 of Bid Data Sheets.

And whereas Bidder and Associate are executing an irrevocable Deed of Joint Undertaking that they shall be held jointly & severally liable and bound unto the Employer for successful performance of the GIS portion of the Contract to be supplied under Switchyard Package including misc. Electrical Works for BOP Packages for Talcher Thermal Power Project, Stage-III (2X660 MW) fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per bidding documents, in the event the Bid is accepted by the Employer resulting in a Contract (hereinafter called the "Contract").

NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER:

1. That in consideration of the Award of the Contract by the Employer to the Contractor, we, the aforesaid Associate and the Contractor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for design, manufacture, erection, testing and commissioning of complete GIS Portion of the contract and perform all the contractual obligations including the technical guarantees for the complete package.
2. In case of any breach of the Contract committed by the Contractor, we, the Associate, do hereby undertake, declare and confirm that we shall be fully responsible for design, manufacturing, erection, testing and commissioning of complete 400 kV GIS Switchyard under the Contract and undertake to carry out all obligations and responsibilities under this Deed of Joint Undertaking in order to discharge the Contractor's obligations and responsibilities stipulated in the Contract with respect to GIS portion of the Contract. Further if the Employer sustains any loss or damage on account of any breach of the Contract, we, the Associate and the Contractor jointly and severally undertake to promptly indemnify, and pay such losses/damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever. This is without prejudice to any rights of the Employer against the Contractor under the Contract and/or guarantees. It shall not be necessary or obligatory for the Employer to first proceed against the Contractor, nor any extension of time would prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Associate.
3. Without prejudice to the generality of the undertaking in paragraph 1 above, the manner of achieving the objectives set forth in paragraph 1 above shall be as follows:
 - a. The Associate will be fully responsible for design, engineering, manufacture, erection, testing, commissioning and putting into satisfactory operation of complete 400 kV GIS Switchyard to the satisfaction of the Employer. Further, the Associate shall depute their technical experts from time to time to the Contractor's works/Employer's Project Site as required by Employer and agreed to by the Contractor/Associate to facilitate the successful performance of GIS portion as stipulated in the aforesaid Contract.

Further the Associate shall ensure proper design, engineering, manufacture, erection, testing, commissioning and successful performance of 400 kV GIS Switchyard covered under the said contract in accordance with the stipulations of the Contract specifications and if necessary the Associate shall advise the Contractor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the Contract.

- b. In the event the Associate and Contractor fail to demonstrate successful performance of Switchyard as set forth in paragraph 1 above, the Associate and the Contractor shall promptly carry out all the corrective measures at their own expense and shall promptly provide corrected designs to the Employer.
 - c. Implementation of the corrected designs and all other necessary repairs, replacements, rectifications or modifications to the Switchyard with respect to GIS portion of the Contract and payments of financial liabilities, penalties and any other obligations as provided under the Contract shall be the joint and several responsibilities of the Contractor and Associate.
4. We, the Contractor and Associate do hereby undertake and confirm that this Undertaking shall be irrevocable and shall not be revoked till ninety (90) days after the expiry of defect liability period of the Plant under the Contract and further stipulate that the Undertaking herein contained shall terminate upon satisfactory completion of such defect liability period. We further agree that this undertaking shall be without any prejudice to the various liabilities of the Contractor, including the Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.
5. The Contractor and Associate will be fully responsible for the quality of all equipment/main assemblies/components manufactured at their works or at their Vendor's works or fabricated/constructed at site, and their repairs or replacement if necessary for incorporation in the Switchyard with respect to GIS Portion of the Contract and timely delivery thereof to meet the completion schedule under the Contract.
6. In case of award, in addition to the Contractor Performance Bank Guarantee furnished by the Contractor, the Associate shall furnish "as Security" an on demand Performance Bank Guarantee, from Bank specified in the bidding documents in favour of the Employer in a form acceptable to Employer. The value of such Bank Guarantee shall be equal to **Six Percent (6%)** of the total Contract Price of the Contract signed between the Contractor and NTPC and it shall be towards guaranteeing the faithful performance/compliance of this Deed of Joint Undertaking in accordance with the terms and conditions specified herein. The Bank Guarantee shall be unconditional, irrevocable and valid for the entire period of contract, i.e. till ninety (90) days beyond the end of the Defect Liability Period of the Contract. In case of delay in completion of defect liability period, the validity of this Bank Guarantee shall be extended by the period of such delay. The Bank Guarantee amount shall be promptly paid to the Employer on demand without any demur, reservation, protest or contest.
7. Any dispute that may arise in connection with this Deed of Joint Undertaking shall be settled as per arbitration procedure / rules mentioned in the Bidding Documents. This Deed of Joint Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Delhi shall have exclusive jurisdiction.

8. We, the Associate and the Contractor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract. We further agree that this Undertaking shall continue to be enforceable till the successful completion of defect liability period under the Contract and till the Employer discharges it.
9. That this Deed shall be operative from the effective date of the Notification of Award.

IN WITNESS WHEREOF, the Associate and the Contractor, through their authorized representatives, have executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

WITNESS:

1.
(Signature of the Authorised Representative)

For M/s
(Associate)

(Signature, Name & Address)

.....
Name
Designation.....

(Common Seal of the Company)

.....

WITNESS:

1.
(Signature of the Authorised Representative)

For M/s
(Bidder/Contractor)

(Signature, Name & Address)

.....
Name
Designation.....

(Common Seal of the Company)

.....

Note:

1. Power of Attorney of the persons signing on behalf of Associate and Bidder / Contractor is to be furnished by the bidder and to be enclosed with the signed Deed of Joint Undertaking.
2. The Bank Guarantee shall be from a Bank as per provisions of Section-V (SCC) of the Bidding Documents.

Technical Details of Associate

Sr. No.	Description/ Details	Installation 1	Installation 2	Installation 3
1	Description of Work and Name of Client			
2	Location/Address of the Plant/works			
3	Address of the Client (including Contact Person Name, Telephone No., E-mail etc.)			
4	No. of Bays of 400 kV or above Voltage class			
5	Value of Short Circuit Current For 1 second (in kA)			
6	Whether scope of works Included			
(a)	Design of GIS	Yes/ No	Yes/ No	Yes/ No
(b)	Manufacture of GIS	Yes/ No	Yes/ No	Yes/ No
(c)	Erection of GIS	Yes/ No	Yes/ No	Yes/ No
(d)	Supervision of Erection of GIS	Yes/ No	Yes/ No	Yes/ No
(e)	Testing of GIS	Yes/ No	Yes/ No	Yes/ No
(f)	Supervision of Testing of GIS	Yes/ No	Yes/ No	Yes/ No
(g)	Commissioning of GIS	Yes/ No	Yes/ No	Yes/ No
(h)	Supervision of Commissioning of GIS	Yes/ No	Yes/ No	Yes/ No
7	Date of Order by the Client			
8	Date of Commissioning of GIS			
9	Number of years of successful operation prior to the date of Techno-Commercial bid opening			
10	Certificate from client in support of Sl. No. 1 to 9 enclosed as Annexure			

Associate to ensure submission of documentary evidences in the form of copies of Letter of Award/purchase order, Clients performance / completion certificate etc. for each contract to establish that Associate meet the Qualifying Requirements in support of the above declarations.

Average Annual Turnover (For Clause No 1.2.1)

Sr. No.	Financial Year	Amount in Bidder's Currency	Amount in Rs. Million	Exchange Rate as on seven (7) days prior to date of Techno-Commercial bid opening
1	2015-2016			
2	2016-2017			
3	2017-2018			
4	Average Annual Turnover for the preceding three (3) Financial Years as on date of Techno-Commercial Bid Opening			
5	We have enclosed Audited financial statements for the last 3 Financial years			Yes/ No

For Clause No 1.2.3

Sr. No.	Description	As on last day of the preceding financial year
1	Paid-up Share Capital	
2	Net Worth	
3	% age of net Worth to Paid-up Share Capital	
4	Documentary evidence like Annual Reports / Audited financial statements for the last Three (3) financial years* in support of above	
5	Since we are not able to furnish our audited financial statements, on standalone entity basis, we are submitting the following documents for substantiation of our Qualification:	
(a)	Copies of unaudited unconsolidated financial statements of the Associate along with copies of the audited consolidated financial statements of the Holding Company of Associate for the last Three (3) years enclosed	
(b)	Certificate from the CEO/CFO of the Holding company stating that the unaudited unconsolidated financial statements form part of the consolidated Annual Financial statements of the Holding Company of Associate, is enclosed as per the format at Appendix-D	

In case where audited results for the last financial year as on the date of Techno-Commercial bid opening are not available, certification of financial statement from a practicing chartered accountant shall also be considered acceptable.

In case, *Parent Company/*Collaborator/*Associate is not able to submit the certificate from a practicing Chartered Accountant, certificate from CEO/CFO as per the format at **Appendix-E** shall be considered acceptable.

For Associate not meeting the above requirement (1.2.2)

Since we do not satisfy the Financial Criteria stipulated above, on our Own, we give below the following details of our Holding Company who meet the stipulated turnover requirements and whose Net Worth as on the last day of the preceding financial years is at least equal to or more than the paid up share capital of the Holding Company.

Name and Address of the Holding Company:.....

Annual Turnover of the Holding Company with following details

Sr. No.	Financial Year	Amount in Bidder's Currency	Amount in Rs. Million	Exchange Rate as on seven (7) days prior to date of Techno-Commercial bid opening
1	2015-2016			
2	2016-2017			
3	2017-2018			
4	Average Annual Turnover for the preceding three (3) Financial Years as on date of Techno-Commercial Bid Opening			
5	We have enclosed Audited financial statements for the last 3 Financial years			Yes/ No
6	A Letter of Undertaking from the Holding Company, supported by Board Resolution, pledging unconditional and irrevocable financial support for honouring DJU by Associate in case of award is enclosed as per the format at Appendix-F . A power of attorney of the person signing on behalf of holding company is also enclosed			

Net worth Details of the *Subsidiary(ies) and/or *Holding Company(ies) and/or *Subsidiaries of its Holding company(ies) (Clause No 1.2.3)

Sr. No.	Description	As on last day of the preceding financial year
---------	-------------	--

1	Paid-up Share Capital of the *Subsidiary(ies) and/or *Holding Company(ies) and/or *Subsidiary(ies) of the Holding Company(ies)	
2	Net Worth of the *Subsidiary(ies) and/or *Holding Company(ies) and/or *Subsidiary(ies) of the Holding Company(ies)	
3	% age of net Worth to Paid-up Share Capital	
4	Documentary evidence like Annual Report or Audited financial statements for the preceding Three (3) financial year / In case, audited results for the last preceding three (3) Financial Year are not available, certification of financial statements from a practicing Chartered Accountant etc. in respect of Subsidiary(ies) and/or *Holding Company(ies) and/or *Subsidiary(ies) of the Holding Company(ies) in support of above is enclosed	

APPENDIX – C

**SWITCHYARD PACKAGE INCLUDING MISC. ELECTRICAL WORKS FOR BOP PACKAGES
FOR
TALCHER THERMAL POWER PROJECT, STAGE-III (2X660MW)
BIDDING DOCUMENT NO. CS-4540-500-2**

**PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE HOLDING
COMPANY**

Ref:

Date:

To

**NTPC Limited, Contract Services
6th Floor, Engg. Office Complex,
Plot A-8A,
Sector-24, Noida-201301**

Dear Sir,

1.0 I, Mr. (CEO of the Company* / CFO of the Company*) hereby confirm and undertake that the Financial results of the Company are under audit as on the date of Techno-commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

2.0 Annual Reports/Audited Financial statements of three consecutive Financial years preceding the last financial year are enclosed at Annexure..... to this APPENDIX – C to Attachment-3A-2.

Yours faithfully

(Signature)

(Name and Designation)

(Name of the Holding Company)

(Seal of the Holding Company)

Date:

Place:

APPENDIX – D

**SWITCHYARD PACKAGE INCLUDING MISC. ELECTRICAL WORKS FOR BOP PACKAGES
FOR
TALCHER THERMAL POWER PROJECT, STAGE-III (2X660MW)
BIDDING DOCUMENT NO. CS-4540-500-2**

**PROFORMA OF CERTIFICATE FROM THE CEO/CFO
OF THE HOLDING COMPANY IN ACCORDANCE WITH
ITEM NO. 3.2.2 (c) (ii) OF BDS**

Ref:

Date:

To

**NTPC Limited, Contract Services
6th Floor, Engg. Office Complex,
Plot A-8A,
Sector-24, Noida-201301**

Dear Sir,

1.0 I, Mr./Ms. (CEO of the company* / CFO of the company*),
declare that M/s..... (Name of the Holding Company) is the Holding
Company of M/s..... (Name of the *Associate)

2.0 I hereby confirm and undertake that the unaudited unconsolidated financial
statements submitted in respect of the Associate as part of the Bid Reference No.
..... dated have been considered for the purposes of the finalisation
of Consolidated financial statements of the Holding Company as part of the Annual Reports.

3.0 I further, certify that the figures in the unaudited unconsolidated financial statements are
true and correct and same have been duly reflected in the audited consolidated financial
statements and/or Annual Report of the Holding Company.

Yours faithfully

(Signature)

(Name and Designation)

(Name of the Holding Company)

(Seal of the Holding Company)

Date:

Place:

APPENDIX – E

**SWITCHYARD PACKAGE INCLUDING MISC. ELECTRICAL WORKS FOR BOP PACKAGES
FOR
TALCHER THERMAL POWER PROJECT, STAGE-III (2X660MW)
BIDDING DOCUMENT NO. CS-4540-500-2**

**PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE HOLDING
COMPANY IN ACCORDANCE WITH ITEM NO. 3.2.2 (c) OF BDS**

Ref:

Date:

To

**NTPC Limited, Contract Services
6th Floor, Engg. Office Complex, Plot A-8A,
Sector-24, Noida-201301**

Dear Sirs,

1.0 I, Mr. (CEO* / CFO* of the Associate) hereby confirm and undertake that the Financial results of the Company are under audit as on the date of Techno-commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

2.0 Annual Reports/Audited Financial statements of three consecutive Financial years preceding the last financial year are enclosed at Annexure..... to this APPENDIX – E to Attachment-3A-2.

Yours faithfully

(Signature)

(Name and Designation).....

(Name of the Holding Company).....

(Seal of the Holding Company).....

Date:

Place:

**SWITCHYARD PACKAGE INCLUDING MISC. ELECTRICAL WORKS FOR BOP PACKAGES
FOR
TALCHER THERMAL POWER PROJECT, STAGE-III (2X660MW)
BIDDING DOCUMENT NO. CS-4540-500-2**

PROFORMA OF LETTER OF UNDERTAKING

[To be executed by the Holding Company of the Associate Supported by Board Resolution and submitted by the Bidder along with the Techno-Commercial Bid, in case financial support is being extended by the Holding Company to the Associate for meeting the stipulated Financial Qualifying Requirement as per Item No. 3.2.2 (a) of Bid Data Sheet]

Ref:

Date:

To

**NTPC Limited, Contract Services
6th Floor, Engg. Office Complex,
Plot A-8A,
Sector-24, Noida-201301**

Dear Sir,

1.0 We, M/s..... declare that we are the Holding Company of M/s..... (Name of the Associate) and have controlling interest therein.

M/s..... (Name of the Bidder) proposes to submit the bid for (Name of the package) for (Name of the Project) under bid reference no..... dated and their Associate have sought financial strength and support from us for meeting the stipulated Financial Qualifying Requirement as per Clause 3.2.2 (a) of Bid Data Sheet.

2.0 We hereby undertake & pledge our unconditional & irrevocable financial support to the Associate to honour the terms and conditions of the Deed of Joint Undertaking in case M/s..... (Name of the Bidder) is awarded the Contract for (Name of the package). We further agree that this undertaking shall be without prejudice to the various liabilities that M/s (Name of the Associate) would be required to undertake in terms of the Contract including the Security against Deed of Joint Undertaking as well as other obligations.

3.0 This undertaking is irrevocable and unconditional, and shall remain in force till the successful execution and performance of the entire Contract and/or till it is discharged by NTPC.

4.0 We are herewith enclosing a copy of the Board Resolution in support of this undertaking.

5.0 We are herewith enclosing Power of Attorney of the person Signing on behalf of us i.e. M/s (Holding Company).

Yours faithfully,

(Signature of Authorised Signatory)
on behalf of the Holding Company)

(Name and Designation).....

(Name of the Holding Company).....

(Seal of the Holding Company).....

Witness:

(1)

(2)

EARNEST MONEY DEPOSIT (EMD) BG FORMAT

BID SECURITY FORM

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper should be in the name of the issuing Bank. For the purpose of verification/confirmation of this Bank Guarantee by the Purchaser, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Bank forwarding the Bank Guarantee.)

Bank Guarantee No.:

Date:

To,

**Additional General Manager
Material Management Division,
Transmission Business Group,
Tower-A, 5th Floor, Advant Navis IT Business Park
Plot-7, Sector-142,
Expressway Noida, Noida-201305, UP, India**

WHEREAS M/s. (*Insert name of Bidder*)..... having its Registered/Head Office at (*Insert address of the Bidder*) (Hereinafter called "the Bidder" **which expression shall include its successors, administrators, executors and assigns**) has submitted its Bid for the performance of the Contract for
.....(Hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE (*insert name & address of the issuing bank*) having its Registered/Head Office at(*insert address of registered office of the bank*)..... (hereinafter called "the Bank" **which expression shall include its successors, administrators, executors and assigns**), are bound unto(*insert name of Purchaser*)..... (hereinafter called "the Purchaser*") in the sum of(*insert amount of Bid Security in figures & words*).....
..... for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this day of 20....

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
- (2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the

EARNEST MONEY DEPOSIT (EMD) BG FORMAT

withdrawals/rectifications pursuant to the declaration/confirmation made by him in the Bid; or

- (3) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid or
- (4) If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executants (s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post – bid discussion;
- (5) In the case of a successful Bidder, if the Bidder fails within the specified time limit
 - (i) To accept the Purchase Order or
 - (ii) To furnish the required performance Bank Guarantee as mentioned in clause 7 of Special Terms & Conditions
- (6) In any other Terms & Conditions provided in NIT

WE undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including, and any demand in respect thereof must reach the Bank not later than the above date.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (*value in figures*) _____ [*value in words*] _____.
2. This Bank Guarantee shall be valid upto _____ (*validity date*) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (*validity date*) _____

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature _____

Name _____

Designation _____

EARNEST MONEY DEPOSIT (EMD) BG FORMAT

POA Number_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

400 kV GAS INSULATED SWITCHGEAR (GIS) for NTPC Talcher Project

S.No.	Description of Item	HSN / SAC Code	Unit	Quantity	Unit Price Ex-works	Total Ex-Works	% of GST on Ex-W (vendor to mention % of GST applicable in respect of each line item)	GST on total Ex Works	Unit Freight & Insurance	Total Freight & Insurance	% of GST on F&I (vendor to mention % of GST applicable in respect of each line item)	GST on Total Freight & Insurance	TOTAL FOR Destination) PRICE (Rs.)
1	2	3	4	5	6	7	8	9	10	11	12	13	14 (14=7+9+11+13)
1	A - Supply item - 400KV GIS as per enclosed SLD with One and Half Breaker scheme comprising of items A1-A17.		lot	1									
2	A1 - Fully equipped 400KV, 63KA for 1 second, SF6 GIS GT bay Module	85359030	Set	2									
3	A2 - Fully equipped 400KV, 63KA for 1 second, SF6 GIS STATION TRANSFORMER bay Module	85359030	Set	2									
4	A3 - Fully equipped 400KV, 63KA for 1 second, SF6 GIS LINE bay Module	85359030	Set	5									
5	A4 - Fully equipped 400KV, 63KA for 1 second, SF6 GIS BUS REACTOR bay Module	85359030	Set	1									
6	A5 - Fully equipped 400KV, 63KA for 1 second, SF6 GIS TIE bay Module - With CSD	85359030	Set	5									
7	A6 - Bus VT Modules for Main Buses	85359030	Set	2									
8	A7 - LAI Surge arrester Module	85359030	Set	2									
9	A8 - BusBar Modules	85359030	Set	10									
10	A9 - Single Phase isolated, 400KV, 63KA for 1 second, SF6 Gas-Insulated Metal enclosed Bus Bars for Tie Bay Interconnection	85359030	Lot	1									
11	A10 - 400KV, 3150A GIS duct from GIS GT/Outgoing Lines/ Station transformer/bus reactor to SF6 to AI/ bushing	85359030	Nos	30									
12	A11 - 400KV/3150A SF6 to Air Bushing	85359030	Nos	17									
13	A12 - Local Control Cubicles	28261990	Lot	1									
14	A13 - First Filling of SF6 gas including extra for Compensating Losses for 10 % of total Gas Quantity. Additionally, 20% of total quantity of SF6 gas shall also be supplied in non returnable cylinders. (Bidder to indicate quantity)												
15	A14 - Supply of structure work for installation of GIS including support structure for GIS ducts, SF6 to air bushings, supports, platforms, ladders, foundation bolts, embedded parts in floors etc., which are required for installation of GIS as per the size	7305	Lot	1									
16	A15 - Supply of Earthing material for GIS including High frequency earthing material, if required. The quantity shall be estimated & provided by bidder.	7305	Lot	1									
17	A16 - Consumables required for GIS (Bidder to quote item wise with detailed BOQ for these consumables)	85381010	Lot	1									
18	A17 - Controlled Switching Device for ONE set of 3150A, 3x1-phase, SF6 insulated circuit breaker without PIR, complete with operating mechanism (suitable for 1k3 phase auto reclose)	85359030	Nos	1									
19	B - Supply item - Mandatory Spares (B1 to B5)												
20	B1 - 400 KV GIS (as applicable)		Sets	2									
21	B1.1 - SF6 gas pressure Relief Devices, 3 nos. of each type		Set	1									
22	B1.2 - SF6 pressure gauge with coupling device cum switch or density monitors and pressure gauge, as applicable (1 no. of each type)		Set	1									
23	B1.3 - Rubber gaskets, "o" Rings and seals for SF6 gas, including Circuit Breaker, Disconnect and other GIS equipments (6 no. of each type)		Lot	1									
24	B1.4 - Molecular filter for SF6 gas with filter bags - 20 % of total supply		Lot	1									
25	B1.5 - SF6 gas - 20 % of total gas - included in A13.												
26	B1.6 - Covers with all accessories necessary to close a compartment in case of dismantling or any part of the Enclosure to ensure the sealing of the compartment												
27	B1.6.1 - For 1 phase enclosures (3 nos. of each type)		Set	1									
28	B1.6.2 - Locking device to keep Dis-connectors and Earthing switches in close or open position in case of removal of the driving mechanism (if applicable)		Nos	3									
29	B1.6.3 - Bus support insulator of each type for single phase enclosure (6 nos. of each type)		Set	1									
30	B1.6.4 - SF6 to air bushing for 1 phase enclosure		Nos	2									
31	B1.6.5 - Spares for Local control cabinet including MCB, fuses, timers, Aux. Relay of each type & rating, terminals of each type (set)		Set	1									
32	B1.6.6 - All types of Corona shield (3 Nos. of each type)		Set	1									
33	B1.6.7 - Window/cover Observing window, 3 Nos. of each type (if applicable)		Set	1									
34	B2 - Circuit Breaker		Sets	3									
35	B2.1 - Complete Circuit Breaker 1 phase pole of each type & rating complete with interrupter, main circuit and enclosure with operating mechanism		Set	1									
36	B2.2 - Fixed, moving and arcing contacts (3 nos. of each type)		Set	1									
37	B2.3 - Trip Coil assembly with resistor as applicable, 3 nos. of each type		Sets	2									
38	B2.4 - Closing Coil assembly with resistor as applicable, 3 nos. of each type		Sets	2									
39	B2.5 - Relays, Power contactors, push buttons, timers & MCBs etc of each type & rating		Set	1									
40	B2.6 - Closing assembly/ valve, 3 nos. of each type (if applicable)		Sets	2									
41	B2.7 - Trip assembly/ valve, 3 nos. of each type (if applicable)		Sets	2									
42	B2.8 - Aux. switch assembly, 3 Nos. of each type		Set	1									
43	B2.9 - Operation counter, 3 nos. of each type		Set	1									

[illegible]

[illegible]

S.No.	Description of Item	HSN / SAC Code	Unit	Quantity	Unit Price Ex-works	Total Ex-Works	% of GST on Ex-W (vendor to mention % of GST applicable in respect of each line item)	GST on total Ex-Works	Unit Freight & Insurance	Total Freight & Insurance	% of GST on F&I (vendor to mention % of GST applicable in respect of each line item)	GST on Total Freight & Insurance	TOTAL (FOR Destination) PRICE (Rs.)
1	2	3	4	5	6	7	8	9	10	11	12	13	14 (14=7+9+11+13)
172	Contract Performance Bank Guarantee charges beyond 6% of contract value with bidder (Charges on 1% increase of CPBG value)		percent	9									
				269									
A	Total cost (in figures)												
B	Total cost (in words)												
C	Input credit available to BHEL on account of GST (on Ex-W, F&I)												
D=A-C	Total cost to BHEL (after input credit of GST) = Total cost less GST on Ex-works less GST on F&I												

- NOTE:
1. Bidder has to mention "quoted" (in each applicable cell) in unpriced bid. In case that cell is Not Applicable, "NA" must be mentioned in that particular cell. Prices shall be mentioned in Price bid schedule only.
 2. Bidder strictly to quote as per BHEL format only. Other format of price bid will be liable for rejection.
 3. Bidder to quote strictly as per BoQ. Rates/prices shall not be combined. In case, the charges/prices are combined, BHEL reserves the right to reject the offer. Decision of BHEL shall be final.
 4. Bidder has to mention present rate of applicable taxes and duties in column no.8 & 12.
 5. Bidder to indicate import contents if applicable Rs. _____ (Mention "Quoted" in unprice bid, if not mentioned "NIL" shall be considered).
 6. It is certified that, We (M/s _____) have quoted as per the specified price format of the tender, otherwise our offer shall be liable for rejection.

NAME AND SEAL OF TENDERER

UN-PRICED BID SCHEDULE (for Foreign vendors only)
(BIDDER TO STRICTLY ENSURE SUBMITTING THE PRICE BIDS IN THIS FORMAT)

TENDER Enquiry No 278E124, dtd.03/07/2018

400 kV GAS INSULATED SWITCHGEAR (GIS) for NTPC Talcher Project

A	B	C	D	E	F	G	H
	Name of item	HSN / SAC code	Unit	Qty	Currency	Unit-CIF (Indian Sea port))	Total -CIF (Indian Sea port))
1	A - Supply Item - 400kV GIS as per enclosed SLD with One and Half Breaker scheme comprising of Items A1-A17		lot	1			
2	A1 - Fully equipped 400kV, 63kA for 1 second, SF6 GIS GT bay Module	85359030	Set	2			
3	A2 - Fully equipped 400kV, 63kA for 1 second, SF6 GIS STATION TRANSFORMER bay Module	85359030	Set	2			
4	A3 - Fully equipped 400kV, 63kA for 1 second, SF6 GIS LINE bay Module	85359030	Set	5			
5	A4 - Fully equipped 400kV, 63kA for 1 second, SF6 GIS BUS REACTOR bay Module	85359030	Set	1			
6	A5 - Fully equipped 400kV, 63kA for 1 second, SF6 GIS TIE bay Module - With CSD	85359030	Set	5			
7	A6 - Bus VT Modules for Main Buses	85359030	Set	2			
8	A7 - LA/ Surge arrester Module	85359030	Set	2			
9	A8 - BusBar Modules	85359030	Set	2			
10	A9 - Single Phase Isolated, 400kV, 63kA for 1 second, SF6 Gas-Insulated Metal enclosed Bus Bars for Tie Bay Interconnection	85359030	Set	10			
11	A10 - 400kV, 3150A GIS duct from GIS GT/Outgoing Lines/ Station transformer/Bus reactor to SF6 to Air bushing	85359030	Lot	1			
12	A11 - 400kV, 3150A SF6 to Air Bushing	85359030	Nos	30			
13	A12 - Local Control Cubicles	85359030	Nos	17			
14	A13 - First Filling of SF6 gas including extra for Compensating Losses for 10 % of total Gas Quantity. Additionally, 20% of total quantity of SF6 gas shall also be supplied in non returnable cylinders. (Bidder to indicate quantity)	28261990	Lot	1			
15	A14 - Supply of structure work for Installation of GIS including support structure for GIS ducts, SF6 to air bushings, supports, platforms, ladders, foundation bolts, embedded parts in floors etc., which are required for installation of GIS as per the spe	7305	Lot	1			
16	A15 - Supply of Earthing material for GIS including High frequency earthing material, if required. The quantity shall be estimated & provided by bidder.	7305	Lot	1			
17	A16 - Consumables required for GIS (Bidder to quote item wise with detailed BOQ for these consumables)	85381010	Lot	1			
18	A17 - Controlled Switching Device for ONE set of 3150A, 3x1-phase, SF6 insulated circuit breaker without PIR, complete with operating mechanism (suitable for 1&3 phase auto reclose)	85359030	Nos	1			
19	B - Supply Item - Mandatory Spares (B1 to B5)						
20	B1 - 400 KV GIS (as applicable)						
21	B1.1 - SF6 gas pressure Relief Devices, 3 nos of each type		Sets	2			
22	B1.2 - SF6 pressure gauge with coupling device cum switch or density monitors and pressure gauge, as applicable (1 no. of each type)		Set	1			
23	B1.3 - Rubber gaskets, "o" Rings and seals for SF6 gas, including Circuit Breaker, Disconnecter and other GIS equipments (6 no. of each type)		Set	1			
24	B1.4 - Molecular filter for SF6 gas with filter bags - 20 % of total supply		Lot	1			
25	B1.5 - SF6 gas - 20 % of total gas - incuded in A13.		Lot	1			
26	B1.6 - Covers with all accessories necessary to close a compartment in case of dismantling of any part of the Enclosure to ensure the sealing of the compartment						
27	B1.6.1 - For 1 phase enclosures (3 nos. of each type)		Set	1			
28	B1.6.2 - Locking device to keep Dis-connectors and Earthing switches in close or open position in case of removal of the driving mechanism (if applicable)		Nos	3			
29	B1.6.3 - Bus support insulator of each type ffor single phase enclosure (6 nos. of each type)		Set	1			
30	B1.6.4 - SF6 to air bushing for 1 phase enclosure		Nos	2			
31	B1.6.5 - Spares for Local control cabinet including MCB, fuses, timers, Aux. Relay of each type & rating, terminals of each type (set)		Nos.	1			
32	B1.6.6 - All types of Corona shield (3 Nos. of each type)		Set	1			
33	B1.6.7 - Windowscope/ Observing window, 3 Nos. of each type (if applicable)		Set	1			
34	B2 - Circuit Breaker						
35	B2.1 - Complete Circuit Breaker 1 phase pole of each type & rating complete with interrupter, main circuit and enclosure with operating mechanism		Sets	3			
36	B2.2 - Fixed, moving and arcing contacts (3 nos. of each type)		Set	1			
37	B2.3 - Trip Coil assembly with resistor as applicable, 3 nos. of each type		Sets	2			
38	B2.4 - Closing Coil assembly with resistor as applicable, 3 nos. of each type		Sets	2			
39	B2.5 - Relays, Power contactors, push buttons, timers & MCBs etc of each type & rating		Set	1			
40	B2.6 - Closing assembly/ valve, 3 nos. of each type (if applicable)		Sets	2			
41	B2.7 - Trip assembly/ valve, 3 nos. of each type (if applicable)		Sets	2			

UN-PRICED BID SCHEDULE (for Foreign vendors only)
(BIDDER TO STRICTLY ENSURE SUBMITTING THE PRICE BIDS IN THIS FORMAT)

TENDER Enquiry No 278E124, dtd.03/07/2018

400 kV GAS INSULATED SWITCHGEAR (GIS) for NTPC Talcher Project

A	B Name of item	C HSN / SAC code	D Unit	E Qty	F Currency	G Unit-CIF (Indian Sea port))	H Total -CIF (Indian Sea port)).
42	B2.8 - Aux. switch assembly, 3 Nos. of each type		Set	1			
43	B2.9 - Opeartion counter, 3 nos. of each type		Set	1			
44	B2.10 - Rupture disc, 3 Nos. of each type (if applicable)		Set	1			
45	B2.11 - Set of spares for pneumatic/spring/ hydraulic operated mechanism - 1 set for each type of Circuit breaker Spare for pneumatic operated mechanism a. Motor of compressor - one no b. Pressure switch and valve - one no. of each type Spare for spring o		Set	1			
46	B2.12 - Insulating nozzle (6 nos. each) - 1 set for each type of Circuit breaker		Set	1			
47	B3 - Disconnecter						
48	B3.1 - Complete set of 3 nos. of single phase disconnecter including main circuit enclosure and driving mechanism		Set	1			
49	B3.2 - High speed/ fast acting fault making grounding switch, 3 nos. of single phase of each rating, including main circuit, enclosure and driving mechanism		Set	1			
50	B3.3 - 3 nos. of single phase Earthing switch including main circuit, and driving mechanism		Set	1			
51	B3.4 - Copper contact fingers for disconnecter male & female contact- for one complete (3 phase) disconnecter of each type & rating		Set	1			
52	B3.5 - Copper contact fingers for earthing switch male & female contact- for one complete (3 phase) disconnecter of each type & rating		Set	1			
53	B3.6 - Open/close contactor assembly, timers ,key interlock for one complete (3 phase) disconnecter and earthing switch of each type & rating		Set	1			
54	B3.7 - Push button switch - each type		Set	1			
55	B3.8 - Limit switches and Aux. switches for complete 3-phase equipment						
56	B3.8.1 - a. For Disconnecter		Sets	3			
57	B3.8.2 - b. For Earth switch		Set	1			
58	B3.8.3 - c. For high speed earth switch		Set	1			
59	B3.9 - Rotor housing assembly for complete 3 -phase equipment						
60	B3.9.1 - a. For Disconnecter		Sets	2			
61	B3.9.2 - b. For Earth Switch		Set	1			
62	B3.9.3 - c. For high speed earth switch		Set	1			
63	B3.10 - Motor with gear assembly for complete 3-phase equipment						
64	B3.10.1 - a. For Disconnecter		Sets	3			
65	B3.10.2 - b. For Earth Switch		Set	1			
66	B3.10.3 - c. For high speed earth switch		Set	1			
67	B3.11 - Bearing for complete 3-phase equipment						
68	B3.11.1 - a. For Disconnecter		Sets	5			
69	B3.11.2 - b. For Earth Switch		Set	1			
70	B3.11.3 - c. For high speed earth switch		Set	1			
71	B3.12 - Interlockingcoil with resistors, timers,key interlock for complete 3 phase equipment , as applicaie (each type & rating)		Set	1			
72	B3.13 - Relay, Power contactors, resistors, fuses,push buttons, timers & MCBs (Complete for one 3 phase equipment)						
73	B3.13.1 - a. For Disconnecter		Sets	3			
74	B3.13.2 - b. For Earth Switch		Set	1			
75	B3.13.3 - c. For high speed earth switch		Set	1			
76	B4 - Current Transformer						
77	B4.1 - Complete CT , as applicable, with enclosure, as applicable, 1 no. of each type & rating		Set	1			
78	B5 - Voltage Transformer						
79	B5.1 - Gas Insualted complete VT with enclosure		Set	1			
80	C - Supply Item - Mandatory Maintenance Equipment (C1 to C5)		lot	1			
81	C1 - SF6 Gas filling and evacuating plant (portable)		Nos.	1			
82	C2 - SF6 Gas Filtering, Drying, Storage, Recycling Plant		Nos.	1			
83	C3 - SF6 gas analyzer		Nos.	1			
84	C4 - SF6 Gas leak detector		Nos.	1			
85	C5 - Operational analyser with DCRM kit		Nos.	1			
86	D - Supply Item - Mandatory Monitoring Equipments (D1 to D2)		lot	1			
87	D1 - Dew Point Meter		Nos.	1			
88	D2 - Portable PD Monitoring System for Gas Insulated Switchgear		Nos.	1			
89	E - Supply Item - Tools & tackle & Testing Equipment		lot	1			
100	G - Any other item required for completion of project (G1 to G2)						
101	G1 - Supply - Any other item required for completion of project and not covered in A to E- Complete List to be provided by bidder along with unit prices.		Lot	1			
103	H - Supply - Unit Prices of Individual Item/Equipment (H1 to H31)						
104	H1 - 400kV, 3150A Circuit breaker (1 pole complete without enclosure without operating mechanism)		No	1			
105	H2 - 400kV, 3150A Circuit breaker with PIR (1 pole complete without enclosure without operating mechanism)		No	1			
106	H3 - 400kV, 3150A Isolator (1 pole) without operating mechanism		No	1			
107	H4 - 400 kV Maintenance Earthing switch without operating mechanism		No	1			

UN-PRICED BID SCHEDULE (for Foreign vendors only)
(BIDDER TO STRICTLY ENSURE SUBMITTING THE PRICE BIDS IN THIS FORMAT)

TENDER Enquiry No 278E124, dtd.03/07/2018

400 kV GAS INSULATED SWITCHGEAR (GIS) for NTPC Talcher
Project

A	B	C	D	E	F	G	H
	Name of Item	HSN / SAC code	Unit	Qty	Currency	Unit-CIF (Indian Sea port))	Total -CIF (Indian Sea port))
108	H5 - 400kV High speed earth switch without operating mechanism		No	1			
109	H6 - 400kV Current transformer (1 of each type) (Individual prices to be furnished).		No	1			
110	H7 - 400kV Voltage transformer (1 of each type) (Individual prices to be furnished).		No	1			
111	H8 - Operating Mechanism box for 400kV, 3150 A Circuit Breaker		No	1			
112	H9 - Operating Mechanism box for 400kV, 3150 A Isolator		No	1			
113	H10 - Operating mechanism for 400kV, Maintenance Earthing Switch		No	1			
114	H11 - Operating Mechanism for 400kV, High Speed Earthing Switch		No	1			
115	H12 - Single Phase Bus bar (Any type)		m	1			
116	H13 - Conductor for Single phase Bus bar/ bus duct (any type)		m	1			
117	H14 - GIS metallic enclosure (any type)		m	1			
118	H15 - Epoxy resin insulators for bus support with holes for gas flow (of each type and rating)		set	1			
119	H16 - Gas barrier insulators (of each type and rating)		set	1			
120	H17 - Density switch		no.	1			
121	H18 - Gas monitoring system devices		lot	1			
122	H19 - PD sensor		No.	1			
123	H20 - Optical indicator for CB, Isolator		No.	1			
124	H21 - Elbow /Angle / T-bends		No.	1			
125	H22 - Telescopic enclosure		No.	1			
126	H23 - Sleeve enclosure		No.	1			
127	H24 - Expansion joints for bellows		set	1			
128	H25 - Cross Tank		No.	1			
Total cost for Supply portion							
A	B	C	D	E	F	G	H
					Currency	Unit Charges	Total Charges
90	F - Services: Supervision of Erection, commissioning & site testing including earthing and training (F1 to F9)		Lot	1			
91	F1 - Insulation co-ordination studies		Lot	1			
92	F2 - Site visit for supervision of unloading, storage & verification of material at site		Lot	1			
93	F3 - Supervision of Erection of GIS		Set	1			
94	F4 - Supervision of Erection of GIS Duct - GIS to SF6 to Air Bushings		Lot	1			
95	F5 - Supervision of Erection of complete SF6 to Air Bushing		Set	30			
96	F6 - Testing & Commissioning of GIS		Set	1			
97	F7 - Final successful Testing of GIS including HV test and its accessories		Lot	1			
98	F8 - Training for GIS to NTPC Engineers		Lot	1			
99	F9 - Training for GIS to BHEL Engineers		Lot	1			
102	G2 - Services - Any other item required for completion of project and not covered in F - Complete List to be provided by bidder along with unit prices.		Lot	1			
129	H26 - Supervision Services of manpower for erection per day (excl. travel time)		days	1			
130	H27 - Services of manpower for Testing & commissioning per day (excl. travel time)		days	1			
131	H28 - Hiring charges of HV test kit		lot	1			
132	H29 - Training for GIS to NTPC Engineers at manufacture's work.		Manday	1			
133	I - Type Tests - Please refer Technical Specification Clause-1.7 , page- 8 of 64. (Quoting for type tests is mandatory and shall be considered for evaluation. Please indicate charges for one Type / Rating in unit rate column)						
134	I1 - The following type tests (as applicable) are proposed to be conducted on a complete single pole assembly of one typical GIS switchgear bay module as per IEC 62371-203. The components forming parts of the GIS which are covered by other standards shall						
135	I2 - Lightning impulse voltage dry tests.		No. of Type / Rating	1			
136	I3 - Switching impulse voltage dry tests.		No. of Type / Rating	1			
137	I4 - Power frequency voltage dry tests.		No. of Type / Rating	1			
138	I5 - Partial discharge tests.		No. of Type / Rating	1			
139	I6 - Radio Interference Voltage test (as applicable)		No. of Type / Rating	1			
140	I7 - Test to prove the temperature rise of any part of the equipment and measurement of the resistance of the main circuit.		No. of Type / Rating	1			
141	I8 - Test to prove the ability of the main circuit and earthing circuit to carry the rated peak and the rated short time withstand current.		No. of Type / Rating	1			

UN-PRICED BID SCHEDULE (for Foreign vendors only)
(BIDDER TO STRICTLY ENSURE SUBMITTING THE PRICE BIDS IN THIS FORMAT)

TENDER Enquiry No 278E124, dtd.03/07/2018

400 kV GAS INSULATED SWITCHGEAR (GIS) for NTPC Talcher Project

A	B	C	D	E	F	G	H
	Name of item	HSN / SAC code	Unit	Qty	Currency	Unit-CIF (Indian Sea port))	Total -CIF (Indian Sea port))
142	I9 - Test to verify the making and breaking capacity of the included switching devices.		No. of Type / Rating	1			
143	I10 - Test for satisfactory operation of the included switching devices.		No. of Type / Rating	1			
144	I11 - Test to prove the strength of enclosures.		No. of Type / Rating	1			
145	I12 - Gas tightness test		No. of Type / Rating	1			
146	I13 - Electromagnetic capability test (if applicable)		No. of Type / Rating	1			
147	I14 - Test on partitions		No. of Type / Rating	1			
148	I15 - Mechanical operation tests.		No. of Type / Rating	1			
149	I16 - Test to prove the satisfactory operation at limit temperature.		No. of Type / Rating	1			
150	I17 - Verification of degree of protection of auxiliary and control circuits.		No. of Type / Rating	1			
151	I18 - Test to prove performance under thermal cycling and gas tightness test on gas barrier insulators		No. of Type / Rating	1			
152	I19 - Capacitive Current switching test		No. of Type / Rating	1			
153	I20 - Shunt reactor current switching test		No. of Type / Rating	1			
154	I21 - For surge arrester and Bus VT following type tests are proposed to be conducted as per relevant IEC.						
155	I22 - Surge Arrester (As per IEC 60000-4)						
156	I23 -Insulation withstand test on housing		No. of Type / Rating	1			
157	I24 -Residual voltage test		No. of Type / Rating	1			
158	I25 -Long duration current impulse withstand test		No. of Type / Rating	1			
159	I26 -Pressure relief test (if applicable)		No. of Type / Rating	1			
160	I27 -Operating duty test		No. of Type / Rating	1			
161	I28 -Partial Discharge Test		No. of Type / Rating	1			
162	I29 -Leakage Test		No. of Type / Rating	1			
163	I30 -Repetitive charge transfer test		No. of Type / Rating	1			
164	I31 -Heat dissipation behavior Test		No. of Type / Rating	1			
165	I32 - Bus VT (As per IEC 60044-2)						
166	I33 - Temperature rise test		No. of Type / Rating	1			
167	I34 - Lighting Impulse test		No. of Type / Rating	1			
168	I35 - Switching Impulse		No. of Type / Rating	1			
169	I36 - Determination of errors		No. of Type / Rating	1			
170	I37 - Short circuit withstand capability		No. of Type / Rating	1			
171	I38 - Chopped lighting impulse test		No. of Type / Rating	1			
172	Contract Performance Bank Guarantee charges beyond 6% of contract value with bidder (Charges on 1% increase of CPBG value)		percent	9			
				269			

UN-PRICED BID SCHEDULE (for Foreign vendors only)
(BIDDER TO STRICTLY ENSURE SUBMITTING THE PRICE BIDS IN THIS FORMAT)

TENDER Enquiry No 278E124, dtd.03/07/2018

400 kV GAS INSULATED SWITCHGEAR (GIS) for NTPC Talcher Project

A	B	C	D	E	F	G	H
	Name of Item	HSN / SAC code	Unit	Qty	Currency	Unit-CIF (Indian Sea port)}	Total -CIF (Indian Sea port)}
				269			
	Total cost for Service Portion						
	Total (supply+ Service)						

NOTE-

- 1 Discharge Port:-Chennai port or Mumbai Port or Vizag as opted by Bidder. Part of discharge as per Vendor_____
- 2 **TOTAL (supply+ Service) is excluding Custom duty, handling charges at discharge port, inland F&I charges, taxes applicable in India and other loading charges .**
- 3 **No of package with Dimensions and type of cargo/(Break Bulk/LCL/FCL) and no. of container (with type of container) required-is also to be mentioned by bidder.**
- 4 **Bidder has to mention "quoted" (in each applicable cell) in unpriced bid. In case that cell is Not Applicable, "NA" must be mentioned in that particular cell. Prices shall be mentioned in Price bid schedule only.**
- 5 **Bidder strictly to quote as per BHEL format only. Other format of price bid will be liable for rejection.**
- 6 **Bidder to quote strictly as per BoQ. Rates/prices shall not be combined. In case, the charges/prices are combined, BHEL reserves the right to reject the offer. Decision of BHEL shall be final.**
- 7 **Taxes outside India shall be in scope of bidder and deemed to be included in their quoted price.**
- 8 **(It is certified that, We (M/s _____) have quoted as per the specified price format of the tender, otherwise our offer shall be liable for rejection.**

SCHEDULE OF COMMERCIAL DEVIATION

Enquiry No.:278E124;Enquiry date:03/07/2018

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

2 Deviation mentioned in this schedule shall only be considered.

Place:

Date :

Bidder's name :

Designation:.....

SCHEDULE OF TECHNICAL DEVIATION

Enquiry No.:278E124;Enquiry date:03/07/2018

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

2 Devition mentioned in this schedule shall only be considered.

Place:
Date :

Bidder's name :.....
Designation:.....

ANNEXURE-A

Project :

Equipment / Item :

Enquiry No.: date:

DETAILS OF PACKAGES

Sr. No.	Discriptions	
<u>1</u>	NO OF PACKAGES/CASES	
<u>2</u>	SIZE	
<u>3</u>	WEIGHT	

Note:

1. Bidder to submit standard storage instrcution along with offer.

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi – 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved

in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. 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.
 - 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.

Section 4 – Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 –Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the

Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal. i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place-----

Date-----

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____



MANAGEMENT INSTRUCTION

OMI 211

SITE SAFETY

REV 00

Page 1 of 5

1.0 INTRODUCTION

It is necessary to ensure safe working environment at site to all personnel in order to avoid accidents.

2.0 SCOPE

This Guideline brings out areas of work/ activities and the requirements of safety.

3.0 PROCEDURE

3.1 PREVENTIVE MEASURES

Safety measures should be taken at site in following areas.

- a) Material handling and erection
- b) During welding
- c) Against fires
- d) Against electric shocks
- e) While working at heights/ Depths

3.1.1 GENERAL

- Site –Charge shall ensure that all working areas are neat and clean. All approaches and roads are clear of obstructions.
- The sub-contractor shall take the power through proper distribution board duly earthed and with all safety fittings.

R. K. Parashar
(R. K. PARASHAR)
Head - HSE

श्री. के. पाराशर / R. K. PARASHAR
सहायक (टी.बी.क्यू.एम.) / Sr. DGM (TBQM)
Transmission Business Group
Bharat Heavy Electricals Ltd.
Integrated Office Complex
Plot No. 1, Connaught Place, New Delhi-110003



TRANSMISSION
BUSINESS
GROUP

MANAGEMENT INSTRUCTION

OMI 211

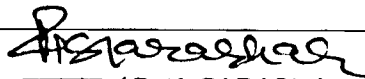
SITE SAFETY

REV 00

Page 2 of 5

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

- Ensure that floors do not become slippery due to oil leakage/ spillage or any other reasons.
- Temporary electric supplies shall be laid, jointed, protected, insulated adequately to ensure safety from shock, sparking etc. All connection taken from the distribution board shall be through good quality IS marked wires/ cables. Laying cable/ wires on the ground should be avoided.
- Electric tools and machines used during erection are properly earthed to prevent electric shock.
- All the excavated pits must be barricaded suitably with danger tape.
- Vehicles engaged at site must have the proper permit and driver must carry the valid driving license.
- Entry of the children's in the working area should be strictly restricted.
- Adequate lighting shall be provided in work places.
- Proper and tested tools, tackles and lifting devices shall be used for carrying out the work.
- Safety shoes, hand-gloves and helmets where required shall be used by all Site-Staff and visitors while working / visiting at site.
- Site staff shall be aware of locations of various fire protection devices and trained in their immediate use in case of fire. These protection devices should all the time be in proper working condition by ensuring their regular maintenance.
- Proper shut down permits and circuit/ equipment earthing shall be ensured before working on electric lines/ equipments.
- At least one person at site and sub contractors personnel shall be trained in first-aid against wound, fire-burns and electric-shock. The First-aid-boxes should always be easily available in good condition at site.


आर के पाराशर / R. K. PARASHAR
वरिष्ठ उपमहाप्रबंधक (टी.बी.क्यू.एम.) / Sr. DGM (TBQM)
Transmission Business Group
Bharat Heavy Electricals Ltd.
Integrated Office Complex
Lodhi Road, New Delhi-110003



TRANSMISSION
BUSINESS
GROUP

MANAGEMENT INSTRUCTION

OMI 211

SITE SAFETY

REV 00

Page 3 of 5

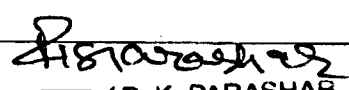
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- Site –In-Charge shall be aware of statutory aspects of accident reporting, investigation etc.
- Electric shock treatment chart shall be displayed in switchyard control room.
- Location and phone numbers of nearest medical aid centers both of general type and Intensive care unit should be displayed at visible prominent places.
- Phone number (s) of Fire-Fighting service should be prominently displayed at prominent places.

3.1.2 STORAGE

Separate storage arrangement shall be made for different items to prevent damage due to fire of costly items and wooden and other packing materials.

- Stack materials in a way to avoid congestion, leaving enough outlets for proper retrieval and attending to emergency needs.
- Transformer oil drums shall be unloaded smoothly, without dropping, and stored in open area with barricades.
- Leakage from any transformer oil drum shall be immediately stopped.
- Wooden packed cases shall be stored preferably in a shed under lock.
- Loose wooden cases, packing's are stored away and disposed-off as early as possible to avoid fire risk.
- Cable drum shall be stored in open and protected area.
- Batteries and acid shall be stored in a separate locked area exclusively earmarked for them and caution warning for acid storage shall be displayed prominently.
- Adequate fire extinguishers in proper working condition shall be provided.


र. क. पाराशर / R. K. PARASHAR
उपमहाप्रबंधक (टी.बी.क्यू.एम.) / Sr. DGM (TBQM)
Transmission Business Group
Bharat Heavy Electricals Ltd.
Integrated Office Complex
Okhla Road, New Delhi-110003



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BUSINESS
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MANAGEMENT INSTRUCTION

OMI 211

SITE SAFETY

REV 00

Page 4 of 5

3.1.3 INSTALLATION

- Safety goggles for welding/ grinding shall be used by operators and observers while working.
- Proper safety belts shall be used by personnel working at heights. e.g. tower erection etc.

3.1.4 COMMISSIONING

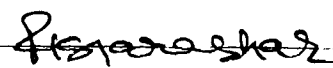
- Permission from authorized engineer shall be obtained before charging the equipments/ bay.
- Any area charged or being charged shall be made known in writing to the customer, BHEL sub-contractor and other agencies working in and around the area to prevent unauthorized entry and working in such area without proper permit.
- Suitable Fire-fighting arrangement shall be made in the area where transformers, reactors etc are installed before initial energisation.
- Switchyard shall be suitably fenced and locked so that when the area is charged, entry of animals and unauthorized person is prevented.
- Proper danger sign boards shall be displayed for an electrically charged equipment/installation in English as well as the locally spoken language.

3.1.5 FIRST AID AFTER ACCIDENT

First-AID boxes and procedure shall be available at site for following accidents.

- a) Wounds/injury
- b) Burns
- c) Electric shock
- d) Fall from height

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P. K. PARASHAR / P. K. PARASHAR
Sr. DGM (T&O)
Transmission Business Group
Bharat Heavy Electricals Ltd.
Integrated Office Complex
Lodhi Road, New Delhi-110003

 TRANSMISSION BUSINESS GROUP	MANAGEMENT INSTRUCTION		OMI 211
	SITE SAFETY		REV 00
			Page 5 of 5
3.1.6 FURTHER MEDICAL TREATMENT When further medical treatment after first-aid is required the affected personnel shall be referred and sent to Hospital for further medical treatment			

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R. K. Parashar
 आर. के. पाराशर / R. K. Parashar
 वरिष्ठ उपमहाप्रबंधक (टी.बी.क्यू.एम.) / Sr. Dy. Mgr.
 Transmission Business Group
 Bharat Heavy Electricals Limited
 Integrated Office Complex
 Lodhi Road, New Delhi-110005

(Revised Format)

DKMISSIRK91X

22
10/06/15



**BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESS GROUP
MATERIAL RECEIPT CERTIFICATE**

- a) Site:
- b) LR No. with date:
- c) Vehicle no.:
- d) Date of receipt of material at site:
- e) Material details (as mentioned below):

S.no.	Item Description	Type of Packages	Unit (MT/KM/NO.)	Qty as per packing list	Qty Received	Remarks

Other Remarks:

Signature with date: _____

Name & Designation: _____

(With Seal)

INSPECTION REQUEST

1. Name & Address of Supplier :
2. Project :
3. Purchase Order No., Revision No. & Date :
4. Details of equipment / Material to be Inspected :

Sl. No.	Material offered for Inspection	P.O. Item No.	Total Quantity Ordered	Quantity offered for Inspection	Quantity Already Cleared	P.O. value of offered qty.

- | | |
|--|---------------------|
| 5. For structure, whether BOM & Proto Corrected Drawings approved and available at place of inspection | : Yes / No |
| 6. Whether GTP/Drgs approved in Category – 1 available at place of inspection | : Yes / No |
| 7. Whether Quality Plan approved in Category – 1 available at place of inspection | : Yes / No. |
| 8. Whether all type tests approved by Engineering | :Yes / No |
| 9. (a) Place of Inspection & Address | : |
| 9. (b) Name & contact No. of Supplier rep. for inspection | : |
| 10. Sub – supplier contact person's name & contact No. | : |
| 11. Weekly off day : / | 12. Working Hours : |
| 13. Date on which inspection requested
(Inspection call to be raised at least 7 days prior to inspection) | : |
| 14. No of road permits required | : |

It is certified that the above materials shall be completed in all respects and shall have been inspected by us before the date indicated above for inspection. You are requested to please depute your representative for inspection

Signature _____
Name : _____
Contact No. : _____
Date : _____

Distribution :

1. Material Management, BHEL, New Delhi

Note :

1. Unsigned inspection request & Inspection requests not given in this format are not accepted.
2. Drawings, Quality Plan should be approved in category – I by BHEL Transmission Business Engineering Management before the inspection date. In case inspection request is given without Category – I approved documents, supplier should be obtain from BHEL Transmission Business Engineering Management in writing to this effect and attach to inspection request.

CHECKLIST**SCHEDULE OF INFORMATION TO BE FURNISHED WITH THE OFFER**

NOTE: This format is to be submitted in original only, duly filled in. Reproduction of this format on bidder's letter head or on other paper is not acceptable.

Put a tick mark on "YES" if the information is enclosed with the offer or put a tick mark on "NO" if the information is not enclosed or write "NOT APPLICABLE" if the information is not applicable.

1.	Technical offer with detailed schedule of equipment / material and spares enclosed.	YES / NO
2.	Guaranteed Technical Particulars as per Section – 4 enclosed.	YES / NO
3.	Schedule of deviation, if any, clause wise with respect to Technical Specification enclosed.	YES / NO
4.	Standard Manufacturing Quality Plan enclosed.	YES / NO
5.	GA Drawings with dimensions and weights & foundation / fixing details enclosed.	YES / NO
6.	Drawing and Data submission schedule enclosed.	YES / NO
7.	Type Test Reports enclosed.	YES / NO
8.	Bar Chart showing the schedule indicating time required for design, manufacture, test and inspection, transport, erection, site testing and commissioning enclosed.	YES / NO
9.	Makes of all components as per technical Specification enclosed.	YES / NO

The above checklist is verified for:-

Offer Ref. :

Equipment :

Submitted by : M/s

Project Reference. :

Signed with Seal

Date

Annexure for List of Banks (32 Nos.)

Sr. No.	Name of Bank
1	Allahabad Bank
2	Andhra Bank
3	Bank of Baroda
4	Canara Bank
5	Corporation Bank
6	Central Bank
7	Indian Bank
8	Indian Overseas Bank
9	Oriental Bank of Commerce
10	Punjab National Bank
11	Punjab & Sindh Bank
12	State Bank of India
13	State Bank of Hyderabad
14	Syndicate Bank
15	State Bank of Travancore
16	UCO Bank
17	Union Bank of India
18	United Bank of India
19	Vijaya Bank
20	IDBI
21	CITI Bank N. A.
22	Deutsche Bank AG
23	The Hongkong and Shanghai Banking Corporation Limited
24	Standard Chartered Bank
25	J P Morgan
26	Axis Bank
27	The Federal Bank Limited
28	HDFC
29	Kotak Mahindra Bank
30	ICICI
31	Indusind Bank
32	Yes Bank

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited ¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____ ² hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees -----) without any demur, immediately on a demand from the Employer, .

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including.....⁶ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁷we shall be discharged from all liabilities under this guarantee thereafter.

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁸
- b) This Guarantee shall be valid up to⁹
- c) Unless the Bank is served a written claim or demand on or before¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

**Corporate Materials Management
BHEL New Delhi**

AA:MM:Agency
Dt. 06.08.2010

Guidelines regarding dealings with Indian Agents of Foreign Suppliers

1. BHEL shall deal directly with the foreign original equipment manufacturers (OEM)/ Foreign Principal, for all its purchases which are imported.
2. Wherever the foreign OEM/ principal desires to avail the services of an Indian Agent, the dealings with Indian Agents are to be regulated. The guidelines of BHEL in this regard have been drafted as per CVC circular no. 007/VGL/033 dated 04.12.2007.

Definition of Indian Agent

3. An Indian Agent of foreign principal is an individual, a partnership, an association of persons, a private or public Company, that carries out specific obligation(s) towards processing of BHEL tender or finalization or execution of BHEL's contract on behalf of the foreign supplier.

Recommendations

4. All NITs shall have the following terms regarding Indian agents of foreign principals:
 - i. BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines - which require mandatory submission of an Agency Agreement.
 - ii. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
 - iii. The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
 - iv. Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
 - v. Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
 - vi. In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.
 - vii. The "Guidelines for Indian Agents of Foreign Suppliers" enclosed at annexure -'A' shall apply in all such cases.

- viii. The supply and execution of the Purchase Order (including indigenous supplies/ service) shall be in the scope of the OEM/ foreign principal. The OEM/ foreign principal should submit their offer inclusive of all indigenous supplies/ services and evaluation will be based on 'total cost to BHEL'. In case OEM/ foreign principal recommends placement of order(s) towards indigenous portion of supplies/ services on Indian supplier(s)/ agent on their behalf, the credentials/ capacity/ capability of the Indian supplier(s)/ agent to make the supplies/ services shall be checked by BHEL as per the extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids. In this regard, details may be checked as per Annexure-B (copy enclosed). It will be the responsibility of the OEM/ foreign principal to get acquainted with the evaluation requirements of Indian supplier/ agent as per SEARP available on www.bhel.com.

The responsibility for successful execution of the contract (including indigenous supplies/ services) lies with the OEM/ foreign principal. All bank guarantees to this effect shall be in the scope of the OEM/ foreign principal.

---X---

Annexure-A

Guidelines for Indian Agents of Foreign Suppliers

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BHEL shall apply for registration in the registration form in line with SEARP.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainership being paid by the principal to the agent before the placement of order by BHEL.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 **Disclosure of particulars of agents/ representatives in India, if any.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offers:
 - 2.1.1 The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by BHEL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
 - 2.2.2 The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.
 - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BHEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of a named sum.

---X---

Annexure-B

This format is applicable only to Indian Suppliers/ Agents supplying indigenous portion of Foreign Purchases.

* In all other cases, extant guidelines of SEARP, 2010 are to be followed.

SEARP (SRF) Clause No	Detail
	Name & address of the firm
1.0	Products/ Systems / Services being considered for
2.0	General Information
2.2	Name of Chief Executive
2.3	Details of authorized signatory
3.0	Ownership Information
3.1	Type of firm
3.2	Nature of Business • Attach authorization letter and agency agreement from Principal (from whom capital equipment is procured) • Attach copy of declaration from Foreign Principal for total guarantee/ warranty of indigenous supplies
3.3	Year of establishment
3.4	Year of commencement of business
4.0	Registration particulars
4.1	Permanent Account No.
4.2 / 4.3	Sales Tax / TIN no
4.6	Service tax no. (in case of E&C)
5.0	Organisational strength
6.0	Other particulars
6.1	If the company is already registered with other units
6.2	Directors/ Partners, if related to any BHEL Employee
6.9	If any Ex BHEL Personnel employed by the Company
6.12	Details of pending legal issues with BHEL
6.13	Bank Account information
9.0	Financial information
9.6	Sales/ Turnover details of last 3 years (or from the date of incorporation whichever is less)

---X---