

**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.

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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

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	marked 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 superscribed 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.

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	c) If there is a discrepancy between words and figures, the amount in 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 REV01” 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.

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	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. 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.

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	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 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

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	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 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

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	PO terms. viii) In case any shortages and / or damages in supplies, an amount calculated 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

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	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 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

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	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.
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

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	advance notice of 15 days. Supplier to ensure submission of all routine / acceptance test reports, inspection 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 P.O./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

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	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 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

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	period of relaxation sought by bidder(s) against terms of payment in the NIT. b) Liquidated Damages (LD) for Delayed Delivery 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

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	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 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 /

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	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 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 :- a) Special Terms & Conditions (STC) for Tender Enquiry / Contract, if any b) 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 :- a) Case / Packing size (as applicable). b) Gross weight and net weight of each package. c) 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 :-

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	i) No. of Packages ii) Size with Weight (Gross & Net) of each Package iii) No. of Containers with type & size required for inland transportation 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) : MSMED Act 2006 as amended from time to time & extant regulations of Govt. of India for MSME will be applicable. Micro & Small Enterprises (MSE) can avail the intended benefits only if they submit along with the offer / bid, attested copies of either Acknowledgement of Entrepreneur Memorandum Part-II (EM-II certificate) having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (As per BHEL format where deemed validity of EM-II certificate of five years have expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of opening (for Techno-commercial Bid : Part-I in case of two part bid). Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or arrested (in original) by a Gazetted officer. Copy of Udyog Aadhaar Memorandum with Acknowledgement of Ministry of Micro, Small & Medium Enterprises should also be furnished.
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

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	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 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' 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.

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	b) Against Supply where Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier : 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.

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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 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

1. For any technical clarification, pls contact:

Smt. Dilip Kr. Shukla , SR. Manager (TBEM)

Phone : 0120 – 6748537

E-mail : dkshukla@bhel.in / jaik@bhel.in

For any technical clarification, pls contact

RAJ NARAYAN RAM, Sr. ENGINEER(TBMM)

SH. S K Swain, Sr. Manager (TBMM)

Phone : 0120 - 6748532 / 0120 - 6748526

E-mail : raj.ram@bhel.in / skswain@bhel.in

2. The tenders are invited and evaluated online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://bhel.abcpocure.com/EPROC/>.
3. Proposed delivery plan is Apr'20 for BIFPCL MAITREE TPS BANGLADESH. However, vendor has to quote their best possible delivery plan in activity schedule to meet the tender delivery requirement. In case, BHEL's delivery requirement is not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in line with BHEL's delivery requirement. However, if vendor fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such vendor(s).
4. Permissible Technical Deviations: No permissible Technical Deviation has been envisaged.
5. Price are to be QUTOED on **FIRM** basis i. e. PVC is not applicable.
6. As per Technical specification. Prices are to be quoted in Rs. / MTR for individual Items given in meter. Bidder shall Quote in specified price BID format of BHEL Tender Enquiry.
7. **Integrity Pact:** Not Applicable
8. **Quantity Variation: +- 30%**
9. For Reverse Auction, kindly refer to attachment to this STC titled "**REVERSE AUCTION GUIDELINES**" for further applicable conditions. Also, kindly note following in addition to reverse auction guideline.

(A) In case where RA is conducted successfully

Reverse auction shall be conducted as per existing procedure of BHEL. Ranking of bids shall be based on final price fed by respective bidder (including H1 bidder) in reverse auction process.

If L1 bid is from a 'Local Supplier', L-1 bidder may be considered for further award of work. No other Bidder shall be invited to match price of L-1 Bidder

If L1 bid is not from a 'Local Supplier', the lowest evaluated bidder among the 'Local Suppliers' based on the ranking of the price after RA, will be invited to match the L1 price provided 'Local Supplier's price is within the Margin of Purchase Preference i.e. +20% of L1 price. In case such local supplier agrees to match the price of L-1 Bidder, such local supplier may be considered for further award of work.

In case such lowest eligible 'Local Supplier' fails to match the L1 price, the eligible 'Local Supplier' with the next higher bid within the Margin of Purchase Preference(i.e 20% of L-1 Price) as above shall be invited to match the L1 price, and so on, and may be considered for award of work accordingly.

In case none of the 'Local Suppliers' within the Margin of Purchase Preference(i.e 20% of L-1 price) matches the L1 price, then the L1 bidder may be considered for award of work.

(B) In case where RA is failed-

Price bid shall be opened as per reverse auction procedure of BHEL and based on the same make in India policy shall be implemented.

10. **Note:** If no option is specified for Performance Bank Guarantee by Bidders in their offer, by default Option – B of Clause 7 – Performance Bank Guarantee (PBG) shall be considered as accepted by the Bidder.

11. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable. Preference to Make in India will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following link:
http://dipp.nic.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf
http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf

For Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content), it is proposed to kept the minimum local content as 100% in line with circular no. 11/05/2018-Coord applicable in respect of thermal power sector / Transmission / Hydro power plant for Earthing material. The margin for purchase preference shall be 20%.

12. Project Status : Export Project. GST will be applicable.

13. EVALUATION CRITERIA – Evaluation shall be on Cumulative Landed Cost to BHEL, Upto CHA Godown at Chennai. Shipping Port is Chennai. However, Vendor to dispatch materials upto CHA Godown at Chennai.

14. Liquidated damages for delayed delivery (Cl.13 of GTC) :

In case of delay in execution of Purchase Order beyond the contractual delivery time, an Amount of 0.5% of the TOTAL PO EX-WORKS VALUE & F & I CHARGES for supply per week of delay or part thereof subject to a maximum of 10% of the TOTAL PO EX-WORKS VALUE & F & I CHARGES shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD

15. Pre – qualification Criteria :

1. Bidder should have supplied copper conductor / Copper flat size of minimum 120 sqmm.
2. Bidder shall furnish the records of minimum two (2) nos purchase orders with proof of supply of copper conductor / copper flat, which should not be more than five years old from the date of application for registration or date of techno-commercial bid opening (as applicable) for establishing continuity in business.

16. Following confirmation to be provided by vendor:

“We confirm that we have quoted as per specified price format provided along with this tender”.

Name :

Signature :

Stamp :

ANNEXURE TO STC OF ENQUIRY NO. 16Q2000500 DUE ON 05.02.2020

REVERSE AUCTION GUIDELINES

"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"

Item Name :	Earthing Material - Tinned Copper Flat
Enquiry No. :	16Q2000500
Project :	BIFPCL Maitree
Type of project	BHEL to Select Transmission/ Thermal (Coal or Gas)/ Hydro
Applicable percentage of Local Content	100%

Format for Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII order, 2017 if applicable, **to be provided on a non-judicial stamp paper of Rs. 100/-.**

Date: / /2019

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

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (*hereinafter PPP-MII order*) of Government of India issued vide Notification No:P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated 28/05/2018 and any subsequent modifications/Amendments, if any and

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

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

That the goods/services/works supplied by me for **(Enter the name of the Equipment/Item for Project)** meets the 'Minimum Local Content' as defined in the PPP-MII order.

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

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

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

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

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

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

<Insert Name, Designation and Contact No.>

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PROJECT:	400/220kV GIS FOR 2x660MW MAITREE SUPER THERMAL POWER PROJECT, RAMPAL, BANGLADESH	
CUSTOMER:	BANGLADESH-INDIA FRIENDSHIP POWER COMPANY (PVT.) LIMITED (BIFPCL), BANGLADESH	
CONSULTANT:	M/s FICHTNER GmbH & Co KG, Stuttgart, GERMANY	
TECHNICAL SPECIFICATION OF 30x8mm Cu flat for above-ground earthing		TB-388-316-E06A
PRE-QUALIFICATION REQUIRMENTS		REV.00

ITEM: 30x8mm tinned Cu flat for above ground earthing

SCOPE: Supply : YES; Erection & Commissioning : NO

1	Bidder should have supplied Copper Conductor/ Copper Flat size of minimum 120sqmm.
2	Bidder shall furnish the records of minimum two (2) nos. purchase orders with proof of supply for Copper Conductor/ Copper Flat, which should not be more than five (5) years old from the date of application for registration or date of techno-commercial bid opening (as applicable) for establishing continuity in business.

Notes (General points):

1. Consideration of offer shall be subject to customer's approval of bidders, if applicable.
2. Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self-attested English translated document should also be submitted.
3. Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder/ collaborators to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.
4. After satisfactory fulfilment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender.



BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESS GROUP
ENGINEERING MANAGEMENT

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 The information contained in this document is the property of **BHARAT HEAVY ELECTRICALS LIMITED**
 This must not be used directly or indirectly, in any manner detrimental to the interest of the company

BHEL Document No.	TB-388-316-E06A	Rev No.		Prepared by	Checked by	Approved by																											
		00	Name	DKS	VK	AG																											
		Type of Document	TECHNICAL SPECIFICATION		Sign	<i>[Signature]</i>	<i>[Signature]</i>																										
		Title	30x8mm Cu flat for above-ground earthing		Date	16.12.19	16.12.19																										
					Group	TBEM																											
		Customer	BANGLADESH-INDIA FRIENDSHIP POWER COMPANY (PVT.) LIMITED (BIFPCL), BANGLADESH																														
		Projects	400/230kV GIS FOR 2x660MW MAITREE SUPER THERMAL POWER PROJECT, RAMPAL, BANGLADESH																														
		Consultant	M/s FICHTNER GmbH & Co KG, Stuttgart, GERMANY																														
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Distribution																																	

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CUSTOMER: BANGLADESH-INDIA FRIENDSHIP POWER COMPANY (PVT.) LIMITED (BIFPCL), BANGLADESH
CONSULTANT: M/s FICHTNER GmbH & Co KG, Stuttgart, GERMANY

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TECHNICAL SPECIFICATION OF 30x8mm Cu flat for above-ground earthing
INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS FOR PREPARING TECHNICAL OFFER

1. Two signed and stamped copies of the following shall be furnished by all bidders as technical offer:
 - a. Unpriced Price Schedule (Annexure-I to Section-C [BOQ cum Price Schedule], as enclosed with the specification) with bidder's signature and company stamp.
 - b. A copy of this sheet (Instructions to Bidders for Preparing Technical Offer), with bidder's signature and company stamp.
2. Confirmations/ comments (if any) regarding delivery schedules shall be furnished as part of the commercial offer. Any reference elsewhere/ covering letter of technical offer shall not be considered by BHEL.
3. Any comments/ clarifications on technical/ inspection requirements furnished as part of bidder's covering letter shall not be considered by BHEL, and bidder's offer shall be construed to be in conformance with the specification.
4. Any changes made by the bidder in the price schedule with respect to the conductor description/ quantities, notes etc. from those given in Annexure-I to Section-C of specification [BOQ cum Price Schedule] shall not be considered (i.e., technical description, quantities, notes etc. as per specification shall prevail).

BIDDER'S STAMP & SIGNATURE

PROJECT: 400/220kV GIS FOR 2x660MW MAITREE SUPER THERMAL POWER PROJECT, RAMPAL, BANGLADESH
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SECTION - A: SCOPE OF ENQUIRY

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SECTION A: SCOPE OF ENQUIRY

- 1.0 This specification covers the design, manufacture, inspection and testing at manufacturer's works, proper packing and delivery of **ABOVE-GROUND EARTHING MATERIALS (30x8mm Cu flat for above-ground earthing)** as mentioned in different sections of this specification for the project as indicated in **Section B (Project Information)**.
- 2.0 It is not the intent to specify herein all the details of design & manufacture. However, the equipment shall conform in all respects to high standards of design engineering and workmanship and shall be capable of performing in continuous commercial operation up to bidder's guarantee.
- 3.0 The bidders shall be responsible for and governed by all requirements stipulated hereinafter.
- 4.0 Requirements of specification shall be agreed upon for total compliance by bidders without any deviations. Price offers of only those bidders complying with this requirement shall be acceptable.
- 6.0 The documents shall be in English language and MKS system of units.

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SECTION-B: PROJECT INFORMATION

3.0 GENERAL – FOR INFORMATION

This section stipulates the General Technical Requirements under the Contract and will form an integral part of the Technical Specification. This shall include but shall not be limited to: engineering, manufacturing, shop testing, supply, supervision of erection, testing at site, commissioning, performance testing, training Employer's personnel.

The requirements stated in this Section of General Technical Requirements are valid for all sections of the specification, except only where additional and/or special requirements are specified.

In case of a contradiction between different Sections of this specification or mentioned standards, the more stringent requirements shall be applicable to Bidder/ Supplier.

The Equipment shall be new and clean, and designed, manufactured and arranged so that it will have a functional design and a pleasant appearance. All parts of the Equipment shall be arranged in such a manner as to facilitate surveillance by the operator and to ease maintenance, operation and control.

The parts of the Equipment shall be designed and arranged so that they can be easily inspected, leaned, erected and dismantled without necessitating large scale dismantling of other parts of the Equipment. They shall be designed, manufactured and put into operation in accordance with the latest recognized rules of workmanship, modern engineering practice and with good standards of prudence applicable to the international electricity generation industry which would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition.

The regulations, standards and guidelines listed in the Specification as well as all applicable laws and governmental decrees, regulations, orders, etc. shall be observed in the design, calculation, manufacture, erection, installation, testing, commissioning and start-up of all parts of the Equipment. The following shall be considered in the design and engineering of the Equipment facilities:

- All parts of the Equipment shall be suitable in every respect for continuous operation at maximum output as well as part loads and expected transient operating conditions peculiar to the site and shall be able to safely withstand the stresses arising from the operating conditions without any reduction in its planned life.
- The Supplier shall familiarize himself with the conditions on site.
- Suitable and automatically acting protection and safety measures shall be provided for automatic load reduction or shut down of equipment in case of abnormal operating conditions.
- Switchover to stand-by units shall be automatically, as far as required for continuous Plant operation without interruption of Plant operation.
- In case of equipment and/or system shut down process conditioned drainage of components (such as pipelines, tanks, etc.) shall be performed automatically from the control room.
- Minor equipment which, in case of failure would cause a failure of a power generation unit and/or the Plant is to be provided with a stand-by facility in order to ensure further operation of the power generation unit or the Plant.
- All live, moving and rotating parts shall be provided with appropriate effective protection in order to avoid danger to the operating staff. All metal parts shall be electrically grounded.
- All equipment shall be designed to ensure start-up from any condition, i.e. from long term shut-down, cold, warm or hot condition without necessitating special or preparatory measures.
- The project language shall be English.
- Material and personnel costs for tests and inspections which are mandated in legislation
- Material and personnel costs for site inspections

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- Declaration of conformity with requirements from Bangladesh and markings for all machines
- Engineering design of complete supplied equipment including interface coordination
- All as-built documents (on data carriers; data formats as requested by the Employer)
- Quality control plan and safety plan
- Complete documentation as set out in the tender specification
- Operating manual (5 hardcopies and 3 electronic copies)
- Detailed operating and maintenance instructions/manual (5 hardcopies and 3 electronic copies)
- A maintenance program for all equipment of the Plant instructions (5 hardcopies and 3 electronic copies)
- For all documents softcopy format shall be searchable pdf, however in addition all drawings, diagrams like P&IDs shall be supplied in ACAD or other editable format, and all lists in Excel format.

Terminology:

Owner/ Employer: BIFPCL/ BHEL

Contractor: Supplier/ Bidder

3.1 PROJECT INFORMATION AND SYSTEM PARAMETERS - FOR INFORMATION

Site conditions

The following information on local conditions is investigated or compiled by the Owner. The Contractor is hereby in no way relieved from his duties of carrying out all investigations required for satisfactory performance of his equipment/ works. The Contractor shall perform his own Site visits and investigations, prior to Contract award in order to familiarize him with the existing conditions of the Site and the surrounding area.

Location, accessibility and present condition of the Site

The site for the Maitree-STPP Project is geographically located between 22° 37'0'' N to 22°34'30''N and 89°32'0''E to 89°34'5''E, approximately 14 km northeast of the Mongla Port and 14 km northwest of the Sundarbans, is infringed by the Passur and Moidara Rivers to the west and south east respectively.

The topographical survey indicates a natural ground level of +1.15 to + 1.35 meters above sea level. A severe cyclone in 2009 raised the level to 4.47 meters and it was decided to raise the Plant level to +5.00 meters.

Politically, the site is located in Rampal Upazila of the Bagherat District in the Rajnagar Union.

Currently, the Site is accessible by boat only.

The nearest inland port is Mongla port at around 14km direct distance.

The proposed Khan Jahan Ali Airport is located at a distance of approximately 12 km from the project site.

Soil conditions

In general the subsoil conditions can be described as follows:

- top layer filled sand (with unknown silt content) in Plant area
- underlying layers of clay
- underlying fine sand.

Seismic zone

Related to soil type as identified to Soil Investigation Report, the effect of local soils on earthquake ground motion shall be determined.

For site class "S1" and "S", as expected for the Project, site specific studies shall be carried out to determine the design acceleration response spectrum. During field study minimum the following tests shall be executed:

- Seismic cross hole test; and
- Seismic refraction test.

Based on these results (Attached as Annexure-A) a site specific Response Spectra shall be established. Peak spectral acceleration shall be determined, but shall be not less than 0.12g, as mentioned in BNBC 2012, Table 2.5.2.

Bidder to design equipment based on parameters of Seismic report (attached as Annexure-A), other relevant electrical requirements, standard codes etc. Foundation loading shall be provided as per parameters of Seismic report.

Site climatic conditions

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The Plant site is from the climatic point of view under maritime tropical conditions. The assumed meteorological conditions for the Site are as follows:

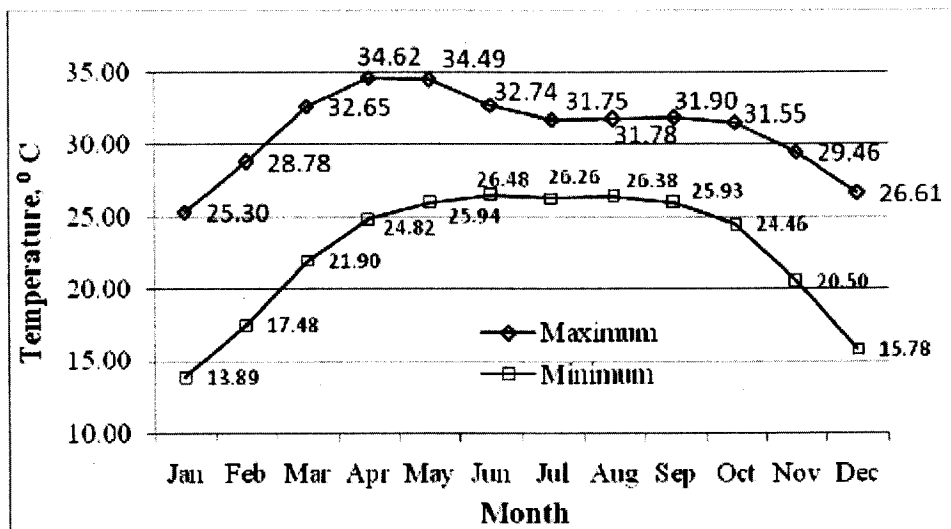
The project site is located in the country's South Central Zone consisting of three dominant seasons:

- summer season-March to May
- monsoon season-June to October
- winter season-November to February.

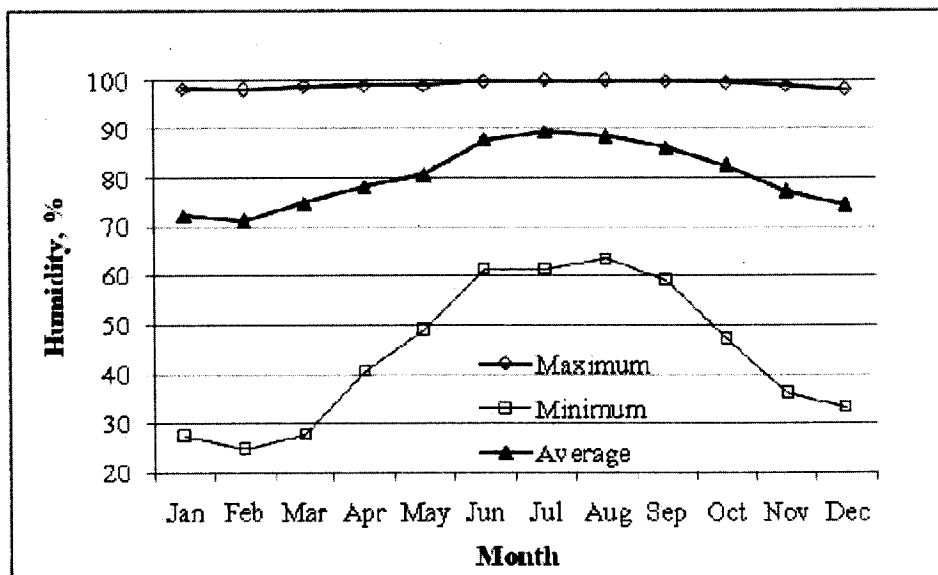
During the Monsoon Season occasional cyclonic storms can occur.

The climatic conditions in the area are continuously monitored by the Bangladesh Meteorological Department (BMD) at the Mongla Meteorological Station.

The temperature varies only slightly throughout the year with the highest temperature of 36.9°C and the lowest temperature of 12.2°C recorded in the period from 1989 to 2008. This distribution is depicted in figure below.



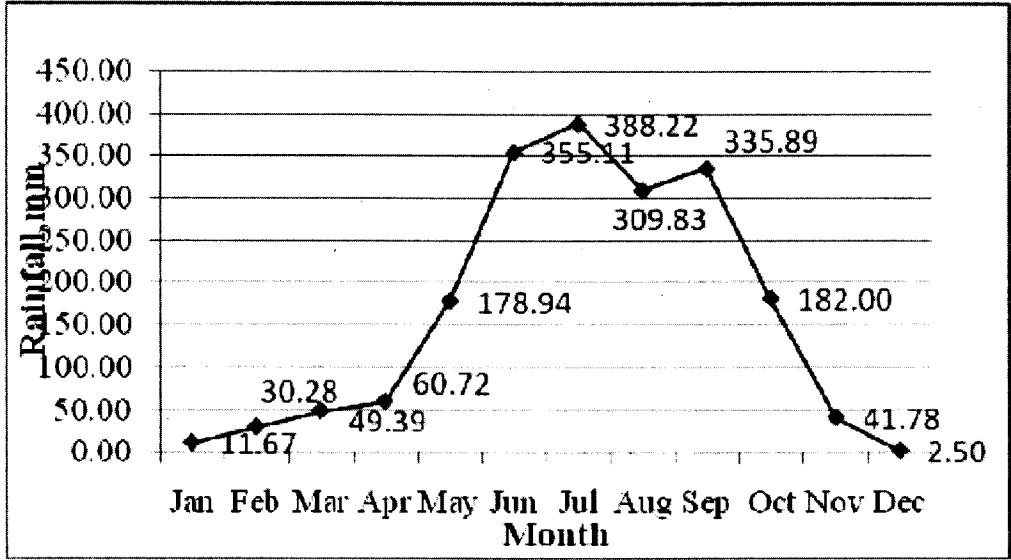
The relative humidity varies drastically during the Monsoon Season with 80% to 90% and the lowest levels of 20% to 30% during the Summer Season. The humidity profile recorded in the same period as the temperature is visualized in below figure.



The maximum rainfall occurs during the Monsoon Season by varying between 300 mm and 350 mm with almost no rainfall during the Winter Season.

The average evaporation in the project area varies between 3 - 5 mm/day with its peak of 16 mm/day during July. The average rainfall for the period between 1991 and 2008 is depicted in below figure.

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Below definitions are to be used as typical data for the different climatically seasons at the site.

Average Site Condition ASC
Ambient Temperature: 27.3 °C
Ambient Humidity 87 %
Ambient Pressure 1007.6 mbar
River Water Temperature: 29.8 °C

Summer Site Condition SSC
Ambient Temperature 36.9 °C
Ambient Humidity 60 %
Ambient Pressure 1007.9 mbar
River Water Temperature: 33 °C

Winter Site Conditions WSC
Ambient Temperature 12.2 °C
Ambient Humidity 100 %
Ambient Pressure 1017.2 mbar
River Water Temperature: 20°C

Reference Site Conditions RSC
Ambient Temperature 31 °C
Ambient Humidity 88 %
Ambient Pressure 1007 mbar
River Water Temperature: 32°C
Wind speed 1 m/s

Design ambient conditions for Electrical Systems

- Maximum design temperature (outdoor) 45°C
- Maximum daily average ambient shade temperature 38°C
- Maximum monthly average temperature (in the shade) 34.6°C
- Maximum annual average temperature (in the shade) 27.3°C
- Maximum design temperature of the electrical equipment installed indoors in air conditioned rooms 40°C
- Maximum design temperature of the electrical equipment installed indoors non in air conditioned rooms 45°C
- Minimum design temperature 0°C

Marine conditions

Two tides (e.g. flood and ebb) are regularly observed in the Passur River, which enters into the project site through numerous connected creeks.

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The tidal range varies between 1.2 and 3.1 meters. The mean water level (CD) is about 0.87 meters (PWD=CD -1.17 meters). The mean high water level varies due to spring-neap tide conditions between +1.60 m and +2.6m PWD. The Highest High Water Level (HHW) is about +3.1m PWD and the Lowest Low Water Level (LLW) is about -1.4m PWD.

The salinity of the Passur River system varies with the amount of fresh water entering the system which is highly seasonal dependent. The surface water temperature ranges between 22.9°C and 33.0°C.

The marine conditions as recorded at Mongla Port Gauge Station (approx. 14 km south-east to the site) are as follows:

- Highest High Water Level (HHW) + 2.642 MSL
- Lowest Low Water Level (LWL) - 1.858 MSL

The Power Plant shall be designed for 100 years flood condition based on data provided by relevant Organization in Bangladesh and taking into account the Highest Astronomical Tide (HAT), the maximum wave conditions (including storm surges) and the potential event of Cyclone. The Contractor is responsible to verify the worst conditions.

These reference data are with respect to LAT, which corresponds to the Chart Datum (CD). The site land data is however with respect to the Bangladesh Land Survey Datum (BLSD), which corresponds to approx. +1.55 m CD (hence the MLSD corresponds to MSL).

Design Wave Height 2.0 m

Design Wave Period 6.0 sec

Sedimentation and Siltation: Soft to stiff clay and alternations of very sandy and stiff clay.

A water analysis from the area adjacent to the site giving salinity and water quality is shown below:

Sl. No.	Date	Temp. (°C)	pH	EC (µmhos/cm)	Ca (mg/l)	Mg (mg/l)	Total Hardness (mg/l)	TSS (mg/l)	SS (mg/l)	DO (mg/l)	NO ₃ (mg/l)	NO ₂ (mg/l)	CO ₃ (mg/l)	SO ₄ (mg/l)
1	7-Jan	27.4	7.74	3010	879	36	915	1565	1510	55	5.1	0.8	55	16
2	7-Jan	27.1	7.72	3020	878.8	36	914.8	1570	1510	60	5.1	0.8	55	16
3	7-Jan	27.8	7.71	3030	879	36	915	1565	1510	55	5.1	0.8	55	16
1	11-Feb	29.8	7.68	4380	1362	36	1398	2360	2180	210	4.7	1	76	23
2	11-Feb	29.2	7.63	4380	1368	36	1404	2360	2190	200	4.7	1	76	23
3	11-Feb	29.1	7.65	4380	1363	36	1400	2380	2180	200	4.7	1	76	23
1	9-Mar	32.6	7.56	11780	2944.4	38	2982.4	6080	5890	190	4.7	1.2	76	67
2	9-Mar	32.6	7.57	11780	2945.2	38	2983.2	6080	5890	190	4.7	1.2	76	67
3	9-Mar	32.1	7.55	11780	2944.4	38	2982.4	6080	5890	200	4.7	1.2	76	67
1	17-Apr	32.6	7.59	25380	8273	36	8309	12950	12780	250	4.6	0.7	136	155
2	17-Apr	32.6	7.59	25380	8273	36	8309	12950	12780	250	4.6	0.7	136	155
3	17-Apr	32.6	7.59	25380	8273	36	8309	12950	12780	250	4.6	0.7	136	155
1	5-May	32.6	7.59	29280	9480	36	9516	14800	14600	360	4.5	1.2	177	176
2	5-May	32.9	7.54	29280	9470	36	9506	14800	14600	360	4.5	1.2	177	176

Figure 1 Water quality of the Passur River at Mongla point
(Source: EIA-Report)

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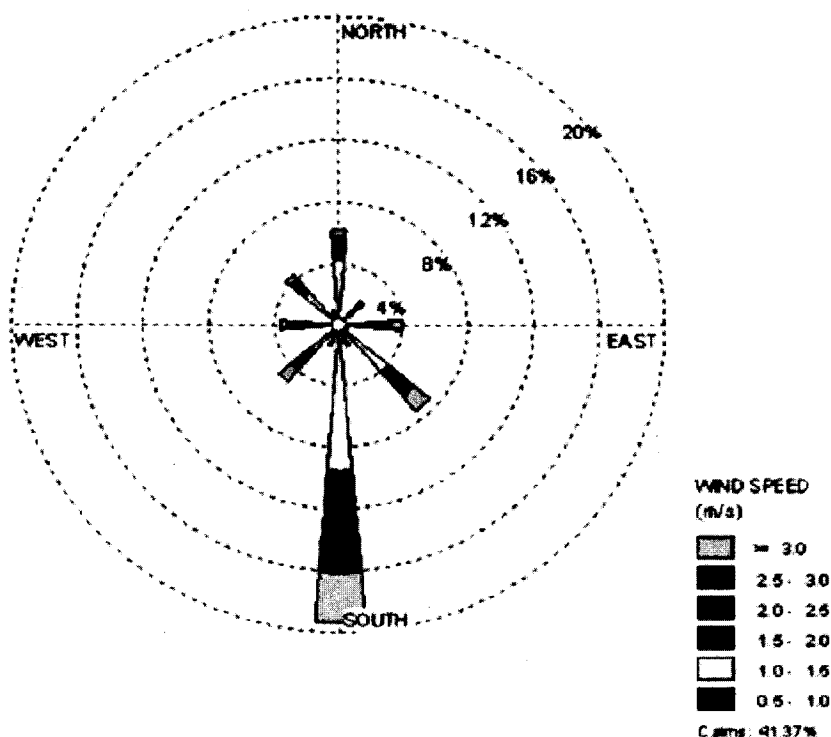
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Loc. no.	Date	Temp. °C	pH	EC µS/cm	Cl mg/l	T. Alkal. mg/l	Turbid. NTU	T.S. mg/l	TDS mg/l	SS mg/l	DO mg/l	BOD mg/l	COD mg/l	Salt mg/l
3	5-May	33.2	7.57	29200	94.70	34	199.6	14900	14600	300	4.3	1.2	177	17.6
1	13-Jun	31.6	7.69	18000	58.20	34	112.6	9200	9000	200	4.7	1.1	97	10.8
2	13-Jun	31.6	7.69	18000	58.00	34	113.2	9200	9000	200	4.7	1.1	97	10.8
3	13-Jun	31.6	7.69	18000	58.10	34	112.4	9200	9000	200	4.7	1.1	97	10.8
1	1-Jul	31.6	7.69	440	32.6	34	76.6	283	220	63	5.2	0.8	26	-
2	1-Jul	31.6	7.69	440	32.6	34	76.6	283	220	63	5.2	0.8	26	-
3	1-Jul	31.6	7.69	440	32.6	34	76.6	283	220	63	5.2	0.8	26	-
1	5-Aug	31.6	7.69	273	16.6	34	68.6	192	137	33	5.3	0.7	22	-
2	5-Aug	31.6	7.69	273	16.6	34	68.6	192	137	33	5.3	0.7	22	-
3	5-Aug	31.6	7.69	273	16.6	34	68.6	192	137	33	5.3	0.7	22	-
1	8-Sep	31.6	7.74	270	15.6	34	65.6	180	135	45	5.3	0.7	22	-
2	8-Sep	31.6	7.76	270	15.6	34	65.6	180	135	45	5.3	0.7	22	-
3	8-Sep	31.6	7.74	270	15.6	34	65.6	180	135	45	5.3	0.7	22	-
1	12-Oct	30.6	7.79	290	26.6	34	62.6	192	143	47	5.6	0.7	22	-
2	12-Oct	30.6	7.78	290	26.6	34	62.6	192	143	47	5.6	0.7	22	-
3	12-Oct	30.6	7.75	290	25.6	34	62.6	192	143	47	5.6	0.7	22	-
1	5-Nov	24.6	7.79	340	38.6	34	56.6	210	170	40	5.6	0.7	22	-
2	5-Nov	26.6	7.79	340	38.6	34	56.6	210	170	40	5.6	0.7	22	-
3	5-Nov	25.6	7.79	340	38.6	34	56.6	210	170	40	5.6	0.7	22	-
1	12-Dec	21.5	7.72	520	62.6	34	72.6	330	260	60	5.1	0.9	23	0.4
2	12-Dec	20.9	7.71	520	62.6	34	73.6	330	260	60	5.1	0.9	23	0.4
3	12-Dec	21.1	7.72	520	62.6	34	71.6	330	260	60	5.1	0.9	23	0.4

Figure 2 Water quality of the Passur River at Mongla point
 (Source: EIA-Report)

Wind data

The project region is characterized by southerly winds from the Bay of Bengal during the Monsoon Season and north-westerly winds from the Himalayas during the Winter Season. During the Summer Season, the wind blows from south-southwest to north-northeast. The annual average wind speed amounts to 1.7 meter/second and the wind rose for the entire year is shown in Figure 5.5.



The wind load calculation for the buildings and structures shall be as per Bangladesh National Building Code -2012. Part 6. Chapter 2.4.

Basic wind speed, V, shall be taken as 73m/s. Three second gust at 10m above ground in exposure C, having a return period of 50 years.

3.2 Design requirements – FOR INFORMATION

The main design features (basic design reports, drawings, PFD, P&IDs, design data etc.) and the main vendors and subcontractors shall be subject to the approval by the Owner/ BHEL.

The Owner/ BHEL has the right to refuse design features and vendors or subcontractors, if the supplier cannot verify the reliability of the suggested design, vendor or subcontractor.

The Plant is expected to operate in base-load mode with high plant load factor. The design lifetime of the Plant shall be of not less than 30 years of operation or 200,000 full load operating hours, whichever is longer. The Plant and all its auxiliaries shall be designed to operate for the complete lifetime under the site conditions as described in this section and dedicated other part of this FTS.

All Plant equipment and material must be suitable for the range of ambient site conditions. In particular, the saline atmosphere has to be considered.

Redundancy concept

All equipment shall be implemented with (n+1) redundancy – unless otherwise stated -, where n is the number of equipment required to maintain the maximum capacity of a unit. N+1 means that even in case of outage of the biggest component sufficient capacity is available to maintain the maximum capacity of the Power Plant unit.

For all components which are not redundant, the supplier shall provide a maintenance and spare part concept to ensure that outage times are minimized and to ensure that the required availability is met.

Each equipment whose unavailability due to a failure could result in damages to another equipment shall be backed up by a stand-by equipment, one of them being fed by an emergency source in case of external black out.

Failure of any single item of auxiliary equipment including the Power Plant's DCS and electrical systems shall not result in a reduction in power evacuated from the Power Plant.

Replacement and repair of redundant components shall be possible without interrupting Plant operation.

Note: The Power Plant shall be designed for 100 years flood condition based on data provided by relevant Organization in Bangladesh and taking into account the Highest Astronomical Tide (HAT), the maximum wave conditions (including storm surges) and the potential event of Cyclone. The Contractor is responsible to verify the worst conditions.

3.3 SYSTEM PARAMETERS – FOR INFORMATION

NOMINAL VOLTAGE (kV)	400 kV	230 kV
HIGHEST SYSTEM VOLTAGE (kV)	420 kV	245kV
RATED FREQUENCY (Hz)	50	50
RATED SHORT CIRCUIT CURRENT (1 SEC)	50	50
RATED PEAK WITHSTAND CURRENT /(kAp)	125	125
CREEPAGE DISTANCE (mm/Phase Voltage in kV)	53.7	
CREEPAGE DISTANCE (mm/Line Voltage in kV)	31	

3.4 Latent Defects: – FOR INFORMATION

Notwithstanding the issue of the Take Over Certificate, the Contractor shall be responsible for making good with all possible speed any Latent Defect in any Works /equipment of the plant which appears at any time before the expiry of defect liability period. And shall remedy such defect at its own cost and expense. The latent defect liability period shall be a minimum of 5 years from the end of defect liability period. The defects to which this applies are defects in design,

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materials or workmanship or defects arising from any act or omission of the Contractor done or omitted prior to Take-over of the portion of the Plant affected by the defects or during the Warranty Period which a reasonable examination at the end of the Warranty Period would not have disclosed.

3.5 PACKING FOR SHIPMENT

The equipment complete with its accessories, spares, special tools and tackles shall be suitably protected by respective packing for shipment considering handling during transit, distance and weather conditions involved. The Contractor shall submit the packaging method for shipment to be adopted by him, if so desired by the Owner / Purchaser.

Each consignment shall be marked with Equipment name, Owner /Purchaser's name & address, Project details, handling instruction etc. It shall be complete with part list and identification details. The copies of the part list of each consignment shall also be furnished to the Owner / Purchaser after dispatch.

Equipment shall be packaged for transportation so as to meet the space and weight limitation of transport facilities. The contractor shall obtain approval from concerned authorities for transportation of over dimensioned consignment/package, if any, before starting manufacture of such equipment.

3.6 TROPICAL PROTECTION

All electrical equipment, accessories and wiring shall have fungus protection involving special treatment of insulation and metal against fungus, insects and corrosion.

Fine mesh screen of corrosion resistant material shall be furnished on all ventilating openings to prevent entry of insects.

3.7 HANDLING, STORING AND INSTALLATION

Contractor may engage manufacturer's Engineers to supervise if required for unloading, transportation to site, storing, testing and commissioning of the various equipment being procured by them separately. In case of any doubt/misunderstanding as to the correct interpretation of manufacturer's drawings or instructions, necessary clarifications shall be obtained from the purchaser. Contractor shall be held responsible for any damage to the equipment consequent to not following manufacturer's drawings/instructions correctly.

Where assemblies are supplied in more than one section, contractor shall make all necessary mechanical and electrical connections between sections including the connection between buses. Contractor shall also do necessary adjustments/alignments necessary for proper operation of circuit breakers, isolators and their operating mechanisms. All components shall be protected against damage during unloading, transportation, storage, installation, testing and commissioning.

Contractor shall be responsible for examining all the shipment immediately of any damage, shortage, discrepancy etc. for the purpose of Purchaser's information only. Any demurrage, pilferage and other such charges claimed by the transporters, railways etc. shall be to the account of the Contractor. The Contractor shall be fully responsible, for the equipment/material until the same is handed over to the purchaser in an operating condition after commissioning.

The minimum phase to earth, phase to phase and section clearance along-with other technical parameters for the various switchyard voltage levels to be maintained shall be strictly as per the approved drawings.

The design and workmanship shall be in accordance with the best engineering practices to ensure satisfactory performance throughout the service life. If at any stage during the execution of the Contract, it is observed that the erected equipment(s) do not meet the above minimum clearances, the Contractor shall immediately proceed to correct the discrepancy at his risks and costs.

Common equipment and services

The following supplies and services are to be included in the corresponding Section prices:

3.8 DOCUMENTS TO BE SUBMITTED ALONGWITH OFFER

- 1) Drawings
- 2) Guaranteed Technical Particulars
- 3) Type Test Reports
- 4) Manufacturing Quality Plan

3.8.1 DOCUMENTATION SCHEDULE

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S. No.	DESCRIPTION	TENDER STAGE	CONTRACT STAGE FOR APPROVAL	FINAL DOCUMENTATION	
				Prints	CDs
1	Drawings and Data Sheets	1	6	6	3
2	Drawings "As Built "	-	-	6	3
3	Type Test Reports	1	6	6	3
4	Erection Manuals	-	6	6	3
5	Operating manuals, maintenance and service manuals, component documentation, assembly documentation, drawing and listing etc.	-	-	6	3
6	Operation and Maintenance Manuals (shall be translated into Bangla and provided as paper copies in electronic format).	-	6	6	3
7	Manufacturing Quality Plan	1	6	6	3
8	Field Quality Plan	1	6	6	3
9	Inspection Test Reports	-	-	6	3

Electronic copies shall be submitted in primary original data format (e.g. DOC, XLS, DWG) as well as in printable non-proprietary document format (e.g. PDF).

Final Documentation shall be submitted in bound volumes with Customer & Project etc. written on top.

3.8.2 AS-BUILT DRAWINGS

The Contractor shall furnish drawings and documents in as-built condition as stipulated in the specification. On completion of the project, contractor should submit Three Sets of As commissioned drawings, Three Sets of as Installed Bill of Materials and Three Sets of As Commissioned Data/ Specification /Parameter Sheets Duly Signed by the Competent Authority.

3.8.3 DRAWINGS, DATA, INFORMATION AND MANUALS

Drawings, data, information & manuals shall be submitted as indicated below:

To be submitted after award of the Contract.

- Single line diagram giving rating of each equipment.
- Design calculations in support of selection of equipment rating and system design.
- Technical Data sheets, characteristic curves.
- Equipment layouts, layout of switchyard with sections.
- Grounding & lightning protection drawings and details.

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- f) Cabling, cable trench and tray layouts with section and details with cable sizing calculation.
- g) Dimensional general arrangement drawing along with cross- sections for equipment.
- h) Foundation plan and loading data: design calculation and detail drawing of foundation.
- i) Design calculation and detail drawing for civil work related to this specification.
- j) Design calculation, GA drawing for GI structure and equipment supporting structure, and subsequently detailed drawings.
- k) Mounting details of equipment and structure.
- l) Firefighting and sump arrangement.
- m) Control & operation write up/Block logic diagrams.
- n) Control schematic and wiring diagram.
- o) Cable schedule and interconnection and cable routing.
- p) Relay co-ordination.
- q) Civil & structural analysis, design calculations and working drawings including bar bending schedule and fabrication.
- r) Erection and maintenance manual.
- s) Any other drawings & data as required for satisfactory installation, operation & maintenance.

3.8.4 OPERATING MANUALS AND MAINTENANCE INSTRUCTIONS

NA

(i) The Contractor shall provide at least six (6) months before the time of commissioning and before taking over of the plant and equipment, all necessary maintenance manuals and operating instructions. The instruction manual shall be submitted in the form of one (1) soft copy in CD and 15 hardcopies.

(ii) The information provided, which shall be contained in loose leaf stiff backed covers, shall include :

- a) A complete inventory of all main items of plant, with identification details.
- b) Service manuals for all plant and equipment giving full descriptions of the main items and auxiliary items such as power packs, hydraulic equipment, actuators, lubricating pumps, etc.
- c) A separate electrical manual covering items such as switchgear, cabling, instrumentation, controls, cabling layouts and wiring diagrams.
- d) A schedule of recommendations for routine maintenance of all electrical and mechanical equipment, recommended inspection point, information on detection, cause and rectifications of troubles & faults.
- e) A lubrication schedule with all necessary drawings diagrams to identify the lubrication points.
- f) Manufacturer's literature.

(iii) The instruction manual shall be subject to the approval of Owner.

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SECTION – C: SPECIFIC TECHNICAL REQUIREMENTS

1.0 SCOPE OF ENQUIRY

- 1.1 This enquiry covers the supply of **30x8mm Cu flat for above-ground earthing** conforming to this specification as detailed below.
- 1.2 General technical requirements of **30x8mm Cu flat for above-ground earthing** are indicated in Section-D and Datasheet-A. Project specific technical/ quality requirements/ changes are listed below.
- 1.3 **30x8 Cu flat for above-ground earthing** shall conform in all respects to the requirements stipulated in all the above parts of the specification.
- 1.4 The stipulations of Section-C, followed by those of Datasheet-A shall prevail in case of any conflict between the stipulations of Section-C, Datasheet-A and Section-D.

2.0 BILL OF QUANTITIES:

- 2.1 Quantity requirements shall be as per Annexure-I to Section-C [BOQ cum Price Schedule enclosed.
- 2.2 Delivery schedule (i.e. contractual calendar dates) for the package shall be given separately to the bidders for compliance. Supplies shall be completed conforming to the lot requirements stipulated in the BOQ within the overall delivery schedule.

3.0 SPECIFIC TECHNICAL REQUIREMENTS

- 3.1 The materials shall be manufactured as per latest revision of relevant IS/ IEC, as applicable.
- 3.2 The successful bidder shall submit the standard list of raw material suppliers/ sub-vendors for approval without any commercial implications. Changes to the same, if proposed by any bidder, shall be submitted to BHEL/ customer approval.

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ANNEXURE-I: BOQ-CUM-PRICE SCHEDULE

Sl. No.	Description	Unit	Quantity	HSN Code	Unit Ex-works Price (Rs.)
1.0	Tinned Cu Flat, 30x8mm	Mtrs	1400		

Notes:

- 1 Unit Price schedule enclosed with this specification. The unit prices shall apply for adjustment of variation in quantity as stipulated above.
- 2 The total quantity/ value variation shall be limited to (+/-) 30 % of the total contract value derived on the basis of the Order Quantities.
- 3 Overall tolerance on total dispatched quantity shall be (-) 2% and (+) 0%. Materials consumed for testing and inspection shall be to bidder's account.
- 4 The material shall conform to relevant IEC standards. IS standards referred to shall be read as the corresponding relevant IEC standards only.

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TECHNICAL SPECIFICATION OF 30x8mm Cu flat for above-ground earthing
SECTION - C: ANNEXURE-II

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ANNEXURE-II
VENDOR DRAWING / DOCUMENTATION SCHEDULE

Sl. No.	Drawings/Document Description	Drawings / Document Number	Submission date by vendor
1	Cross-sectional Drawings & Technical Data Sheet for 30x8mm tinned Cu flat	TB-V0-421-509-E001	Within two weeks from the date of LOI
2	Quality Plan for 30x8mm tinned Cu flat	TB-V0-421-509-E002	Within two weeks from the date of LOI
3	Test reports for tests conducted	TB-V0-421-509-E003	Within a week from the of conduction of tests during inspection
4	Recommended Field Quality Plan	TB-V0-421-509-E004	Within two weeks from the date of LOI

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ANNEXURE-III

Nos. OF DRAWINGS/ DOCUMENTS REQUIRED FROM VENDOR

Unless agreed otherwise, five (5) hard copies and three (3) sets of electronic copies of all documents are to be submitted in the English language. In addition, operation and maintenance manuals shall be translated into Bangla and provided as paper copies and in electronic format. Electronic Copies shall be submitted in primary original data format (e.g. DOC, XLS, DWG) as well as in a printable non-proprietary document format (e.g. PDF).

All documentation shall comply with uniform documentation instructions according to Customer/BHEL's requirements. Detailed requirements of documentation will be determined during contract execution by the Customer/BHEL.

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CONSULTANT: M/s FICHTNER GmbH & Co KG, Stuttgart, GERMANY

TECHNICAL SPECIFICATION OF 30x8mm Cu flat for above-ground earthing
SECTION - D: STANDARD TECHNICAL SPECIFICATION

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SECTION-D: STANDARD TECHNICAL SPECIFICATION

1.0 TECHNICAL REQUIREMENTS

1.1 Technical requirements for **30x8mm Cu flat for above-ground earthing** etc. shall be as indicated in this section, in addition to those specified in Section-C and Datasheet-A as attached for project specific requirements.

2.0 QUALITY ASSURANCE REQUIREMENTS

2.1 The successful bidder shall submit the Manufacturing Quality Plan (MQP) for approval by BHEL/ Owner, as applicable, during detailed engineering stage without any commercial implications.

2.2 Bidders shall submit the list of proven sub-vendors for raw materials, which will be subject to BHEL/ customer approval.

2.3 Testing requirements shall be as detailed below.

2.3.1 Routine and Acceptance Tests

- a. Routine testing shall be conducted in line with the applicable standards and as per the Manufacturing Quality Plan approved for the project for every lot offered for inspection.
- b. Acceptance tests shall be conducted on every lot offered for inspection as per details indicated in Datasheet-A.
- c. Cost of conduction of routine and acceptance testing shall be deemed to have been included in the quoted supply prices.

2.4.3 Cost of material consumed for testing shall be to bidder's account.

3.0 PACKING

3.1 All **30x8mm Cu flat for above-ground earthing** shall be supplied in line with requirements mentioned in seaworthy packing part of specification elsewhere.

4.0 PROJECT SPECIFIC TECHNICAL AND QUALITY DOCUMENTATION TO BE SUBMITTED

4.1 By All Bidders

As technical offer signed and stamped copy of following:

- a) Section B (Project Information)
- b) Section C (Specific Technical Requirements)
- c) Annexure-I to section C (Bill of Quantities)
- d) Datasheet- A

No other documentation is required to be submitted as technical offer. Any information contained in other parts of the offer (e.g. covering letter, annexures, etc.) which is deviating from specification requirements in any way shall not be considered by BHEL as part of offer.

4.2 By Successful Bidder (for approval during contract stage)

- a. Cross-sectional Drawings & Technical Data Sheet for 30x8mm Cu flat
- b. SQuality Plan for 30x8mm Cu flat

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- c. Test Reports
 - d. Field Quality Plan
- 4.3 Two copies of the above documentation shall be submitted for first review. Number of copies to be submitted for second and subsequent submissions (till Cat-I approval is accorded), and those for final distribution prints of approved documentation and test certificates shall be as indicated separately in section C.
- 4.4 Wherever required, soft copy of all approved technical/ quality documentation shall be submitted as specified without any additional commercial implication. Soft copies may be required both in native file format (e.g. MS Word/ MS Excel) as well as PDF files.

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DATA SHEET-A

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DATA SHEET-A

1. SPECIFIC TECHNICAL REQUIREMENTS

1.0	Type of Material	30x8mm tinned Cu Flat
2.0	Standard applicable in general	IS 613 /IEC 60228 /relevant standards as applicable
3.0	Cross sectional area and quantities	30mmx8mm, as per Annexure-I to Section C
4.0	CONDUCTOR	
(a)	Material	Copper
(b)	Grade and Class	Tinned annealed high conductivity, Class 2
(c)	Standard Applicable	As per relevant IEC

2. ACCEPTANCE TEST REQUIREMENTS

A. Acceptance Test Conduction:

- Sampling:
Sampling for acceptance tests shall be as per relevant IS/ IEC/ International standard as decided by BHEL/ Customer.
- Following tests but not limited to this shall be conducted,
 - Chemical composition test
 - Mechanical properties test
 - Resistance test

Note: 30x8mm Tinned Copper Flat shall confirm to relevant IEC standards. In case, IS standards are referred to wherever; bidder has to follow equivalent IEC/ International standard. If same is not available, IS standard can be followed.