

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

GENERAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

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

Sr. No.	
1.	INSTRUCTION TO BIDDERS : 1.1 Sealed bids are invited for the items mentioned in the tender enquiry conforming to the NIT including Technical Specifications. Bids should be typed and free from overwriting and erasures. Corrections or additions / deletions, if any, must be clearly written and attested, otherwise offer may be rejected. 1.2 Bidder must ensure that their bid is submitted / dropped in the tender box on or before 14-00 Hrs. IST on the due date of opening, unless otherwise specified in the NIT, at the address as follows :- Tender Box, Materials Management, Transmission Business Group, Bharat Heavy Electricals Limited, 5th Floor, Tower-A, Advant Navis IT Business Park, Plot-7, Sector-142, Noida Expressway, Noida, Dist. G. B. Nagar, U. P. ñ 201305 1.3 In case tender enquiry is floated though 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) ñ 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 ðUn-Priced Bidð is also to be enclosed in Part-I Bid. b) Price Bid (Part-II) ñ To be submitted only in one set in a separate sealed envelope. This should not contain any Technical and / or Commercial Terms and Conditions. The rates should be quoted both in figures and words. 1.6 The Part-I and Part-II Bids are to be sealed in separate envelopes and marked

Sr. No.	
	as "Techno-commercial Bid (Part-I)" and "Price Bid (Part-II)" respectively. Both the envelopes are to be kept in another common envelope and marked as "BID". Each envelope should be sealed and super scribed with tender enquiry no., item / package name, project name and due date of opening. Bidder's name and address shall also be mentioned on each envelope. 1.7 For any technical clarification, please contact official mentioned in the tender enquiry / NIT. 1.8 For any commercial clarification please contact official issuing tender enquiry / NIT. 1.9 Price bid (Part-II) should not contain any additional information / description other than given in "Un-Priced Bid" submitted with "Techno-commercial Bid (Part-I)" except prices, otherwise bid is liable for rejection. 1.10 Price Bid submitted along with the bid shall remain valid up to validity of offer. Any discount / revised offer submitted by the bidder on its own shall be accepted provided it is received before the due date and time of offer submission (i.e. Part-I Bid). The discount shall be applied on pro-rata basis to all items including optional items, if any, unless specified otherwise by the bidder. Discount offered shall be valid for full duration of validity of the offer including extension of validity, if any. Unsolicited Supplementary / Revised Price Bid submitted after the due date and time of offer submission (i.e. Part-I Bid), during validity period of offer, unless asked by BHEL, shall not be considered. Withdrawal of quotation by the bidder, at any stage after its opening, may entail suitable action against such bidder by BHEL. 1.11 The consultants / firm (and any of its affiliates) shall not be eligible to participate against tender enquiry for the related goods or works or services for the same project, if they were engaged by BHEL-TBG for the consultancy services. 1.12 In case any Foreign OEM / Foreign Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer / supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from the manufacturer / supplier and the agent, bid received from the agent shall be ignored. 1.13 Non-conformities / errors / discrepancies in quoted prices in price bids shall be dealt as follows :- a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly. b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. c) If there is a discrepancy between words and figures, the amount in

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

Sr. No.	
	d) Type Test Charges: If asked in the technical specification, it is to be quoted separately for each test. e) Charges for Supervision of Erection, Testing & Commissioning (ETC) at Site: To be quoted separately if specified in NIT/Price Schedule. f) Charges for Testing & Commissioning at Site: To be quoted separately if specified in NIT/Price Schedule. g) Charges for Erection, Testing & Commissioning at Site: To be quoted separately if specified in NIT/Price Schedule. h) Training Charges: To be quoted separately if specified in NIT/Price Schedule. 2.4 GST rates along with HSN/SAC code as applicable on Sr No (a) to (h) above is to be mentioned separately in percentage in both un-priced bid and price bid. Note : i) Unless otherwise specified in the NIT, the purchase order shall be placed on Ex-works basis for Indian bidders. ii) Prices quoted by Indian bidders shall be in Indian Rupees only. iii) In case Supervision of Erection, Testing & Commissioning (ETC) at Site or Testing & Commissioning at Site or Erection, Testing & Commissioning at Site is also in scope of the bidder along with supply, bidder has to ensure that prices quoted for such services also are in line with special terms & conditions of the NIT, if any. iv) Unless otherwise specified in the NIT, Unloading at Site / Destination shall not be in the scope of the supplier. v) Prices in respect of Sr No (a) to Sr No (h) of Clause 2.3 above are to be quoted inclusive of all taxes & Duties, charges. Levies, royalty etc. if any, excluding GST.
3.	TERMS OF PAYMENT : 3.1 For Supply only in scope of the supplier 100% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : · LR / GR duly endorsed by BHEL Site Official. · Material Receipt Certificate issued by BHEL Site Official. · GST Compliant Tax Invoice · Packing List (Case-wise) · Copy of Transit Insurance Certificate from underwriters. · Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management · Guarantee Certificate · Copy of Performance Bank Guarantee (PBG) · Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order. 3.2 For Supply where Supervision of Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier or Supply where Testing & Commissioning at Site is in scope of the supplier

Sr. No.	
	a) 95% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : · LR / GR duly endorsed by BHEL Site Official. · Material Receipt Certificate issued by BHEL Site Official. · GST Compliant Tax Invoice · Packing List (Case-wise) · Copy of Transit Insurance Certificate from underwriters. · Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management · Guarantee Certificate · Copy of Performance Bank Guarantee (PBG) · Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order. b) 5% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : · Certificate of successful completion of Supervision of Erection, Testing & Commissioning at Site if it is in the scope of the supplier or Certificate of successful completion of Testing & Commissioning at Site if it is in the scope of the supplier. · Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management 3.3 For Supply where Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier a) 90% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : · LR / GR duly endorsed by BHEL Site Official. · Material Receipt Certificate issued by BHEL Site Official. · GST Compliant Tax Invoice · Packing List (Case-wise) · Copy of Transit Insurance Certificate from underwriters. · Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management · Guarantee Certificate · Copy of Performance Bank Guarantee (PBG) · Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order b) 10% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : · Certificate of successful completion of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management · Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management 3.4 For Type Test Charges 100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with copy of Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management in 3 sets (original + 2 copies) on completion of delivery (at site, if F&I is in scope of

Sr. No.	
	supplier) of main supplies (excluding spares) for which Type Tests are applicable. List of main supplies (excluding spares) for which Type Tests are applicable shall be certified by BHEL Engineering Management. 3.5 For Charges for Supervision of Erection, Testing & Commissioning at Site 100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Supervision of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies). 3.6 For Charges for Testing & Commissioning at Site 100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Testing & Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies). 3.7 For Training Charges 100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of completion of training issued by BHEL Engineering Management in 3 sets (original + 2 copies). Note : i) Supplier has to submit invoice(s) as per PO or approved billing break-up of prices (if applicable as per NIT). ii) In case of supplies for overseas project, Material Receipt Certificate issued by BHEL Authorized Representative shall also be acceptable. iii) In case of Transit Insurance under Open Insurance Policy, Intimation / Declaration of Transit Insurance as per terms of the relevant Open Insurance Policy along with copy of Open Insurance Policy from underwriters shall also be acceptable. iv) Supplier has to ensure commencement of transit insurance from the date not later than LR / GR date. v) Supplier has to submit Tax Invoice(s). Supplier should ensure that Tax Invoice should comply all statutory requirements under GST Law to enable BHEL to avail input credit vi) MSMED Act, 2006 and the rules made thereunder as amended from time to time shall be applicable for release of payment to suppliers qualified & registered as Micro & Small Enterprises based on documents mentioned in the NIT for MSME. vii) Supplier has to submit PBG (as per BHEL format) & Guarantee Certificate as per PO terms. viii) In case any shortages and / or damages in supplies, an amount calculated

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

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

Sr. No.	
	iv) Supplier has to confirm one of the applicable options for submission of PBG / Deposit before placement of PO. v) In case of non submission PBG / Deposit, as applicable, BHEL reserve the right for Risk Purchase as per terms of the NIT and impose Suspension of Business Dealings with the Supplier / Contractor. vi) BHEL reserve the right to encash the Bank Guarantee and forfeit the amount in the event of any default, failure or neglect on part of the Supplier in fulfilment of performance of the Purchase Order. vii) Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in Purchase Order value up to $\pm 20\%$. Beyond this variation of $\pm 20\%$, the Supplier shall arrange to enhance or may reduce the value of the Bank Guarantee accordingly for the total variation promptly. viii) Vendor to ensure submission of Certificate of Final Documentation / Confirmation regarding Non applicability of Final Documentation, as the case may be, as referred in clause No 9 regarding Final Documentation. BG shall be released only after submission of the same to BHEL TBMM.
8.	SUBMISSION OF DRAWINGS / DOCUMENTS FOR APPROVAL : Supplier shall submit the master document list within 7 days from date of Purchase Order / Contract, unless otherwise specified in the NIT, with planned dates for submission which shall be in line with activity schedule as per Purchase Order / Contract and shall be finalized with BHEL Engineering Management. Date of first submission of drawings / documents shall be certified by BHEL Engineering Management after the receipt of applicable drawings / documents (e.g. project specific cover sheet, GTP, OGA drawings, schemes, type test reports etc.) by BHEL. During detailed engineering stage, necessary hard copies of the engineering drawings / documents shall also be submitted by the supplier as per the Purchase Order / Contract requirement. The supplier shall also submit the packing drawings as per technical specifications. In case item(s) offered require any interface details of other item (not in the scope of supplier & required for operating the equipment), the supplier has to submit interfaces schedule along with submission of engineering drawings / documents. It shall be responsibility of the supplier to get the details of the interfaced item from BHEL before manufacturing to avoid any mismatch at site.
9.	FINAL DOCUMENTATION : Final documentation as called in the Technical /contract specification is to be submitted within 3 months from the date of first delivery of respective equipment, item/material. After submission of Final Documentation, BHEL Engineering Management (TBEM) will issue a Certificate of Completion of Final Documentation. Wherever Final Documentation is not applicable, BHEL Engineering Management (TBEM) will issue confirmation regarding the same, Vendor to submit the Certificate of Final Documentation / Confirmation regarding Non applicability of Final Documentation, as the case may be, to BHEL TBMM. In case of Non Submission of Certificate of Final Documentation / Confirmation regarding Non applicability of Final Documentation, BG will be liable for encashment.
10.	INSPECTION : BHEL / customer / third party shall inspect equipment / material before despatch. Stage inspection during manufacturing may also be carried out. Material to be despatched only after getting Material Despatch Clearance Certificate (MDCC) / MICC issued by BHEL. Supplier shall send inspection call on prescribed format / web site only, with an advance notice of 15 days. Supplier to ensure submission of all routine / acceptance test reports, inspection

Sr. No.	
	reports and all other documents related to inspection, immediately to BHEL. BHEL representative is authorised to carry out audits along with Third Party Inspection Agency at vendor's / supplier's works before clearing the items for despatch.
11.	DESPATCH DOCUMENTS : Despatch documents to be immediately sent to BHEL on despatch are as follows :- • Copy of Invoice • Copy of LR / GR in case of Indian suppliers or BL / AWB in case of foreign suppliers • Copy of Packing List (Case-wise) • Copy of Transit Insurance Certificate from underwriters • Copy of Guarantee Certificate
12.	DELIVERY PERIOD : Delivery / Completion requirement shall be mentioned in the NIT. Bidder to specify best delivery / completion period possible in weeks from the date of LOI / PO as per activity schedule for consideration by BHEL. Time required for type test, if applicable, is to be separately indicated. Note : LR / GR date or invoice date (whichever is later) for indigenous supplies and BL / AWB date for FOB / CIF (if applicable) contracts shall be considered as delivery date.
13.	LIQUIDATED DAMAGES FOR DELAYED DELIVERY: In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.5% of the total Purchase Order value for supply (incl. taxes and duties, freight & insurance as applicable) per week of delay or part thereof subject to a maximum of 10% of the total Purchase Order value for supply (incl. taxes and duties, freight & insurance as applicable) shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD. However, in case of staggered (lot-wise) contractual delivery schedule, an amount of 0.5% of the total Purchase Order value for supply (incl. taxes, duties, freight & insurance as applicable) of delayed lot per week of delay or part thereof subject to maximum of 10% of the total Purchase Order value. (Incl taxes, duties, Freight & Insurance as applicable) shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD. Note : i) In case of any amendment / revision in PO /WO, the LD shall be linked to the amended / revised Purchase Order / Contract value and delivery / completion time / schedule, if applicable. ii) LR / GR date or invoice date (whichever is later) for indigenous supplies and BL / AWB date for FOB / CIF (if applicable) for imported supplies shall be treated as the date of dispatch for levying LD as above. iii) However, for indigenous supply, if time period between date of receipt of material at site / destination by Site Official & the date of LR / GR or invoice (whichever is later) is more than 30 days, where distance from place of despatch as per LR / GR is upto 1000 Kms or if time period between date of receipt of material at site / destination by Site Official & the date of LR / GR or invoice (whichever is later) is more than 45 days, where distance from place of despatch as per LR / GR is more than 1000 Kms, such excess period shall also be considered for LD purpose. iv) If, as per supplier, delay is not attributable to the supplier, delay analysis with documentary evidence may be submitted by the supplier at the earliest but not

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

Sr. No.	
	Loading on LD clause shall be to the extent to which it is not agreed to by the bidder (at offered value). c) In case of foreign bidders, if the quoted prices is on CIF basis only, it shall be loaded to arrive at total FOR (Site / Destination) price, as applicable, by factors as follows :- i) Port handling / clearing charges: @ 1% of CIF value to arrive at Customs Assessable Value. ii) Custom Duty (including CVD & SAD) as per NIT prevailing on date of price bid opening. iii) Inland Freight & Transit Insurance: @ 5% of CIF value where distance between site / destination and Port of Discharge is upto 1000 Kms or @ 7% of CIF value where distance between site / destination and Port of Discharge is more than 1000 Kms. Note : Additional deviations (if considered acceptable by BHEL) & the loading criteria shall be communicated to all the qualified bidders before price bid opening.
19.	ARBITRATION : In the event of any dispute emanating from and relating to this contract, the matter shall be referred to the sole arbitration of the person appointed by the competent authority of BHEL. Subject to aforesaid, the provisions of 'The Arbitration and Conciliation Act, 1996' and the rules made thereunder as amended from time to time in India shall apply to the arbitration proceedings. The venue of arbitration shall be in New Delhi. Further there shall be no claim for any pre-reference or pendente-lite interest on the claims and any claim for such interest made shall be void. However, in case of contract with Public Sector Enterprise / Undertaking (PSE/PSU) or Govt. Dept., the extant guidelines of Govt. of India shall be followed.
20.	LEGAL SETTLEMENT : Indian Courts at New Delhi / Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable. Contract, including all matters connected with contract, shall be governed by the Indian Law, both substantive and procedural, for the time being in force including modification thereto.
21.	SUB-CONTRACTING : In case further subcontracting of BHEL Purchase Order / Contract or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However it shall not absolve the Supplier / Contractor of the responsibility of fulfilling BHEL Purchase Order / Contract requirements. In case of subcontracting of Purchase Order / Contract awarded by BHEL or part thereof without such permission, BHEL reserve the right to cancel the Purchase Order / Contract and source such material / component / equipment / system from any other agency at the risk and cost of the Supplier / Contractor. If Supplier / Contractor is an individual or proprietary concern and the individual or the proprietor dies or the partnership is dissolved or substantially affected, then unless BHEL is satisfied that legal representative of individual Supplier / Contractor or proprietor of proprietary concern and surviving partners of partnership firm are capable of carrying out and completing the Purchase Order / Contract, BHEL shall be entitled to cancel the Purchase Order / Contract as to its incomplete portion and without being in any way liable to payment of any compensation to legal representative of Supplier / Contractor and / or to surviving partners of Supplier's / Contractor's firm on account of cancellation of the Purchase Order / Contract. Decision of BHEL that legal representatives of deceased Supplier / Contractor or

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

Sr. No.	
	ceased to exist and decision of BHEL as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties hereto. In the event of the parties hereto not able to agree that a force majeure event has occurred, the parties shall submit the disputes for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event. Notwithstanding above provisions, BHEL shall reserve the right to cancel the Purchase Order / Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of delivery and other schedules.
25.	MANUFACTURING QUALITY PLAN (MQP) : Supplier to submit approved MQP in line with requirement of BHEL/customer.
26.	SUPPLIER PERFORMANCE MONITORING AND RATING SYSTEM : BHEL reserve the right for evaluation of Supplier Performance Rating as per Supplier Performance Monitoring and Rating System of BHEL for necessary action. Details are available at BHEL Website www.bhel.com for reference.
27.	DEALING WITH BANNED SUPPLIERS / CONTRACTORS IN BHEL : Offers of the bidders, who are on the banned list, as also the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com for reference.
28.	ORDER OF PRECEDENCE : The order of precedence shall be as follows :- - Special Terms & Conditions (STC) for Tender Enquiry / Contract, if any - General Terms & Conditions (GTC) for Tender Enquiry / Contract & Additional General Terms & Conditions (GTC) for Tender Enquiry / Contract for Erection Testing & Commissioning (ETC) at Site, if applicable Provisions in (a) above shall prevail over (b). In case of conflict, between Technical Specifications and STC / GTC, bidder to seek necessary clarifications from BHEL concerned official as specified in NIT.
29.	PACKING : Packing shall be in conformity with specifications and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage. In case of shipment by sea or air, the packing shall be sea-worthy or air-worthy respectively and of international standards. Different types of spares i.e. start-up / commissioning spares and initial spares (mandatory spares and recommended O&M spares) are to be packed separately. Packing List shall be submitted as per standard format along with advance set of documents for claiming payment which shall also indicate :- - Case / Packing size (as applicable). - Gross weight and net weight of each package. - Detailed contents of the package with quantity of each item separately. Project, Item / Package Description, BHEL's PO No. with date & Case / Packing Mark should also be clearly mentioned on the Case / Packing and Packing List for identification. Also, Packing List must be duly signed & should include respective Invoice No. & LR No. Note : Foreign suppliers to furnish details to arrange inland transportation by BHEL, if applicable, as follows :- - No. of Packages - Size with Weight (Gross & Net) of each Package - No. of Containers with type & size required for inland transportation

Sr. No.	
	iv) Type of Cargo (Break Bulk / LCL / FCL) v) Customs Tariff No.
30.	COLOUR CODING : Aluminium stickers are required to be attached to large components but plastic sheet tags should be tied with small components, giving details like purchase order, description of the component, quantity etc. Tags should be of the colour as follows :- a) Main equipment : Yellow or White tag b) Start-up / Commissioning spares : Blue tag c) Mandatory spares : Pink or Red tag d) Recommended / O&M spares : Green tag
31.	MICRO, SMALL & MEDIUM ENTERPRISES (MSME) : 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 considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. General Terms and Conditions of RA are available at Annexure. Business Rules for

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

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

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

Signature of Bidder (Authorized Signatory) with Date & Seal

SCHEDULE OF PRICE (Part II) (UNPRICED COPY)

(BIDDER TO STRICTLY ENSURE SUBMITTING THE PRICE BIDS IN THIS FORMAT)

VENDOR NAME / OFFER REF:

MENTION THE WORKS FROM WHICH MATERIAL SHALL BE SUPPLIED -

ENQUIRY No. -91Q2100262 dated 10.11.2020

	S.No.	Description of Item	HSN Code	Unit	Quantity	Unit Price	Total	GST @__ on Ex Works	Unit Freight & Insurance	Total Freight & Insurance	GST @__ on Freight & Insurance	TOTAL (FOR Destination) PRICE (Rs.)
						Ex-works (Rs.)	Ex-Works (Rs.)					
	1	SUPPLY- MEDIUM VOLTAGE POWER CABLE : XLPE INSULATED, COPPER (PLAIN) CONDUCTOR, PVC TYPE FRLS OUTER SHEATH, 33/33KV (UE) SINGLE CORE SCREENED, ARMOURED, 630 SQMM SIZE CABLE.		MTR	600							
		Total cost to BHEL (in figures)										
		Total cost to BHEL (in words)										

1. It is certified that M/s _____ have quoted as per the specified price format of the tender, otherwise offer shall be liable for rejection.
2. PLEASE NOTE THAT UNPRICED COPY OF PRICE BID (i.e. WITH ALL PRICE BLANKED) SHALL BE FURNISHED ALONGWITH TECHNO-COMMERCIAL BID.
3. Vendor to mention the word "QUOTED" against each item in UNPRICED SCHEDULE.

SEAL & SIGNATURE OF TENDERER



BHARAT HEAVY ELECTRICALS LIMITED

TRANSMISSION BUSINESS ENGINEERING MANAGEMENT

NOIDA

DOCUMENT NO.	TB-404-316-128A	Rev 00	Prepared	Checked	Approved
TYPE OF DOC.	TECHNICAL SPECIFICATION	NAME	GV	MM/VK	AG
TITLE 33/33kV (UE) CABLE		SIGN	<i>[Signature]</i>	<i>[Signature]</i>	21/10/11
		DATE	05.10.20		15/10/20
		GROUP	TBEM		
		WO No.	88005		

CUSTOMER	UPPTCL
PROJECT	400/220/132 KV GIS s/s at Rasra, Ballia

TENDER NO./ NOA NO.	

Contents

Section No.	Description	No of Pages
Section-1	Scope, Project specific technical requirements & Bill of Quantities	06
ANNEXURE-PQR	Technical Pre-Qualifying Requirements	01
ANNEXURE-1	Cable Section Drawings	01
Section-2	Equipment Specification	05
Section-3	Project details and general technical requirements (For all equipment under the Project)	17
Section-4	Guaranteed Technical Particulars	04
Section-5	Technical Checklist (offers without checklist will not be evaluated)	02
Annexure-A	Schedule of Technical Deviation	01

Remarks: Bidder to note that data and details of Guaranteed Technical Particulars shall not be reviewed during Technical Evaluation/ Review, hence compliance of Guaranteed Technical Particulars in line with Technical Specification shall be bidder's responsibility.

Rev	Date	Altered	Checked	Approved	
Distribution				To	
				Copies	

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SECTION 1 SCOPE, SPECIFIC TECHNICAL REQUIREMENTS AND QUANTITIES

1.1 SCOPE:

This technical specification covers the requirements of **Design, manufacturing, testing at works, packing and dispatch, transporting of**

- 33/33kV UE cable, 1 core 630 sq mm, Cu conductor, XLPE insulated, armoured, Flame Retardant low smoke (FRLS) outer sheathed.

The offered cable shall be used for connection of transformer tertiary to LT transformer. Two runs of 1CX 630 sq. mm cable for each phase shall be laid in buried/ cable trench/ pipe. The tentative route length of each individual 33kV cable is 70 m.

The specification comprises of following sections:

- Section-1: Scope, specific technical requirements & Bill of Quantities.
Section-2: Equipment specification
Section-3: General technical requirements
Section-4: Annexures

In case of any conflict between various sections, order of precedence shall be in the same order as listed above.

The equipment is required for the following project:

Name of Customer: Uttar Pradesh Transmission Corporation Ltd. (UPPTCL)

Name of the Project: 400/220/132 kV GIS Substation at Rasra, Ballia (UP)

1.2 SPECIFIC TECHNICAL REQUIREMENTS: -

S. No.	PARTICULAR	Unit	DATA
1.	Voltage grade (Uo/U) of cable	kV	33/33 (UE)
2.	System	-	33kV Unearthed
3.	Highest System Voltage	kV	52
4.	System frequency	Hz	50
5.	Codes & Standards	-	Latest editions of IS 7098 Part 2
6.	Rated continuous Current	A	
7.	System Power Frequency Withstand Voltage	KV rms	95
8.	Lightning Impulse Withstand Voltage of required cable	kVp	250
9.	Creepage distance	mm/kV	25
10.	Ambient air temperature	Deg C	50
11.	System Short Circuit Withstand Current at a rated voltage for 1 second	kA rms	25
12.	Single core/ Multi core	-	Single core
13.	Conductor size of cable	-	630 sq. mm
14.	Conductor		
a)	Conductor material		Plain annealed stranded copper Class-2 of IS:8130
b)	Conductor screen		Extruded semi conducting compound
c)	Minimum thickness	-	0.3mm

S. No.	PARTICULAR	Unit	DATA
15.	Insulation		
a)	Material		Extruded XLPE
b)	Continuous Withstand Temperature (For insulation)	Deg C	90
c)	Short Circuit withstand Temperature (For insulation)	Deg C	250
16.	Insulation screen		
a)	Non-metallic		
i)	Material		Extruded semi conducting compound with a layer of non-magnetic metallic tape.
ii)	Minimum thickness		0.3mm
b)	Metallic		
i)	Metallic screen	-	Cu tape
ii)	Size	-	Nominal thickness 0.1 mm with tolerance ($\pm 10\%$)
iii)	Minimum overlap		10%
iv)	Earth fault current withstand capacity of metallic screen of cable	-	0.3kA for 2 second, screen of each core shall be rated individually for the above value)
17.	EXTRUSION (INSULATION AND SCREENS)		
a)	Process		Triple extrusion (Extruded semi-conducting compound conductor screen and insulation screen shall be applied alongwith XLPE insulation in a single operation by triple extrusion method.)
b)	Method of Curing		Dry cure CCV using pressurized N2.
18.	Core identification	-	By colored strips applied on core or by numerals as per IS
19.	Inner sheath		
a)	Material	-	Extruded PVC compound conforming to type ST2 of IS:5831 for three core cables
b)	Color		Black
c)	Fillers		Acceptable
d)	Material of fillers(if permitted)		Same as inner sheath (material of filler compatible with inner sheath)
e)	Method of application		
i)	With fillers		Pressure/ vacuum extruded
ii)	Without fillers		Pressure extruded
20.	ARMOUR		
a)	Material	-	Aluminum Non-magnetic hard drawn, H4 grade round wire, conforming to IS 8130
b)	Minimum coverage		90%
c)	Gap between armour wires		Shall not exceed one armour wire space (No cross-over/overriding)

S. No.	PARTICULAR	Unit	DATA
d)	Breaking load of joint		95% of normal armour
21.	Minimum short circuit withstand current capacity of required cable for 0.12 second (design purpose)	kA r.m.s	45
22.	Outer sheath		
a)	Material		Extruded PVC/FRLS compound conforming to type ST2 of IS:5831
b)	Method of application		Extruded
c)	Color		Black
d)	Marking		Owner's identification mark i.e. "UPPTCL" and "BHEL-TBG", Manufacturer's name and/or trade mark, Type of insulation, No. of cores, and size of cables, type of improved fire performance, IS number@ 1m (by embossing)
23.	FRLS Characteristics		
a)	Oxygen index		Min. 29 (As per ASTM-D 2863-77)
b)	Temperature index		Min. 250 degC at oxygen index 21(As per NES-715)
c)	Acid gas generation		Max. 20% (As per IEC-60754-1)
d)	Smoke density rating		Max. 60% (As per ASTM-D-2843-7)
e)	Flammability test		The test shall be carried on finished cables as per following Standards: a) Swedish Chimney test – SS: 424-14-75 b) IEEE std.383 – 1974 latest c) IEC std. 332-1, 332-3 and IEC 331
24.	Construction and other details of accessories	-	As per 1.2.2 below
25.	Standard Drum length (steel)	m	As per requirement
26.	Drum marking		Owner's identification mark i.e. "UPPTCL" and "BHEL-TBG", Manufacturer's name and /or trade mark, Type of Cable & Voltage Grade, year of manufacture, Type of insulation, No. of core & Cable size, cable code, length of cable on drum, No. of length on drum (if more than one), direction of rotation(by arrow), approx. gross mass, IS/IEC number and ISI mark.
27.	TOLERANCE		
a)	Tolerance on OD		±2 mm over the declared value in data sheet
b)	Tolerance on individual drum length	-	(+)5%

S. No.	PARTICULAR	Unit	DATA
c)	Overall tolerance on total dispatched quantities	-	(+) 2%
28.	Type of outdoor cable termination	-	Heat Shrinkable outdoor
29.	Cable Laying	-	Buried / pipe / trench
30.	Termination of cable	-	On pedestal (with 66kV BPI) /two pole structure

Section drawing for required cable is enclosed as Annexure-1.

1.3 QUANTITIES

SN	Item description	Unit	Qty
1	MEDIUM VOLTAGE POWER CABLE: XLPE INSULATED, COPPER (PLAIN) CONDUCTOR, PVC TYPE FRLS OUTER SHEATH, 33/33KV (UE) SINGLE CORE SCREENED, ARMOURED, 630 SQMM SIZE CABLE	meters	600

Notes:

1. Quantity may vary by -30% to +30%.
2. No negative tolerance shall be acceptable on the specified drum lengths and a positive tolerance up to 5% shall be acceptable.
3. Cables shall be supplied in non-returnable, wooden or steel drums as per applicable standards.
4. Drum details & drawing shall be subject to purchaser/customer's approval at contract stage.
5. Cut length Schedule shall be informed to Successful bidder.

Calculation

- 1) Bidder will submit short circuit calculation for metallic screen and armor coverage percentage after award of contract. Any other calculations which may be required during detailed engineering stage may also be submitted.

1.4 Enclosures

SN	Document No.	Document title
1.	TB-0-404-316-002	LAYOUT PLAN & SECTION FOR 400/220/132kV S/S BALLIA (2 SHEETS)

1.5 TYPE TESTS:

Bidder shall submit valid type test reports of the tests as per relevant IS/IEC carried out after 17.04.2013. These reports should be for the tests conducted on the equipment similar to those proposed to be supplied under this contract and test (s) should have been either conducted at an independent laboratory or should have been witnessed by a client. These test reports shall be vetted by UPPTCL /BHEL at contract stage. If any test report(s) is not acceptable to customer during contract execution stage, same test has to be conducted by bidder without any commercial and delivery implication to BHEL/UPPTCL.

All acceptance and routine tests as per relevant standards and specification shall deemed to be included in the bid price.

All cables/termination kits shall be of proven design and type tested as per relevant standard. Type test certificates/specific type tests shall furnished/conducted, if asked for with reference to any specific equipment in the respective sub-section of the Specification.

1.6 INSPECTION & TESTING:

Before being fitted on the equipment, all components shall be subjected to routine tests at the bidder's factory, as per the relevant IEC/IS standards. A detailed test report proving the successful passing of such tests shall be provided.

Prior to dispatch, the routine & acceptance tests shall be carried out on equipment in accordance with the applicable IEC /IS and the material shall be offered for final inspection to BHEL and UPPTCL in accordance with agreed quality plan with 3 weeks' advance information.

1.7 QUALITY PLAN:

Bidder shall follow UPPTCL approved Quality Plan at contract stage. Any Comments during detailed engineering from BHEL/UPPTCL to be incorporated without any cost and delivery implications to BHEL/UPPTCL.

1.8 QUALIFYING REQUIREMENT & EXPERIENCE- As per Annexure-PQR

1.9 Packing Instruction

1.9.1 All equipment shall be suitably protected, coated, covered or boxed and crated to prevent damage or deterioration during transit, handling and outdoor storage (for a minimum period of 1 years) at site till the time of erection. While packing all the materials, the limitations from the point of view of availability of transportation facilities in India should be taken into account. The Bidder shall be responsible for any loss or damage during transportation, handling and storage.

1.9.2 The Bidder shall include and provide for security, protection and packing the equipment so as to avoid loss or damage during transport by any mode.

1.9.3 All packing shall allow for easy removal and checking at site. Wherever necessary, proper arrangement for attaching slings for lifting shall be provided. All packages shall be clearly marked for with signs showing 'UP' and 'DOWN' side of boxes, and handling and unpacking instructions as considered necessary. Special precautions shall be taken to prevent rusting of steel and iron parts during transit and storage. Gas seals or other methods proposed to be adopted for protection against moisture during transit shall be to the satisfaction of the purchaser.

1.9.4 The cases containing easily damageable material shall be very carefully packed and marked with appropriate caution symbols i.e. FRAGILE, HANDLE WITH CARE, USE NO HOOKS etc.

1.9.5 Each package delivered under the contract shall be marked by the Bidder at his expense and such marking must be distinct (all previous irrelevant marking being

carefully obliterated). Such marking shall show the description and quantity of contents, the name of consignee and address, the gross and net weights of the package, the name of Bidder with a distinctive number of mark sufficient for purpose of identification. All markings shall be carried out with such materials as to ensure quickness of drying, fastness and legibility.

1.9.6 Each Package shall contain a note quoting specifically the name of the Bidder, the number and date of contract or order and the name of office placing the contract, nomenclature of the stores and include a schedule of parts for each complete equipment giving the parts number with reference to the General Arrangement/ Assembly drawing and the quantity of each part, drawing number and tag numbers.

1.9.7 All equipment/ material shall be suitably packed for transport, carriage at site and outdoor storage during transit. The Bidder shall be responsible for any damage to the equipment during transit. The contents of each package shall bear marking that can be readily identified from the package list and packing shall provide complete protection from moisture, termites and mechanical shocks etc.

1.9.8 Any material found short inside the packing cases shall be supplied by the Bidder without any extra cost.

1.9.9 Notwithstanding anything stated in this clause the Bidder shall be entirely responsible for any loss, damage or depreciation to the stores.

TECHNICAL REQUIREMENT OF PQR

Name of Project: - 400/220/132kV GIS S/S at Rasra, Ballia

Name of Item: - 33/33 kV (UE) Cable

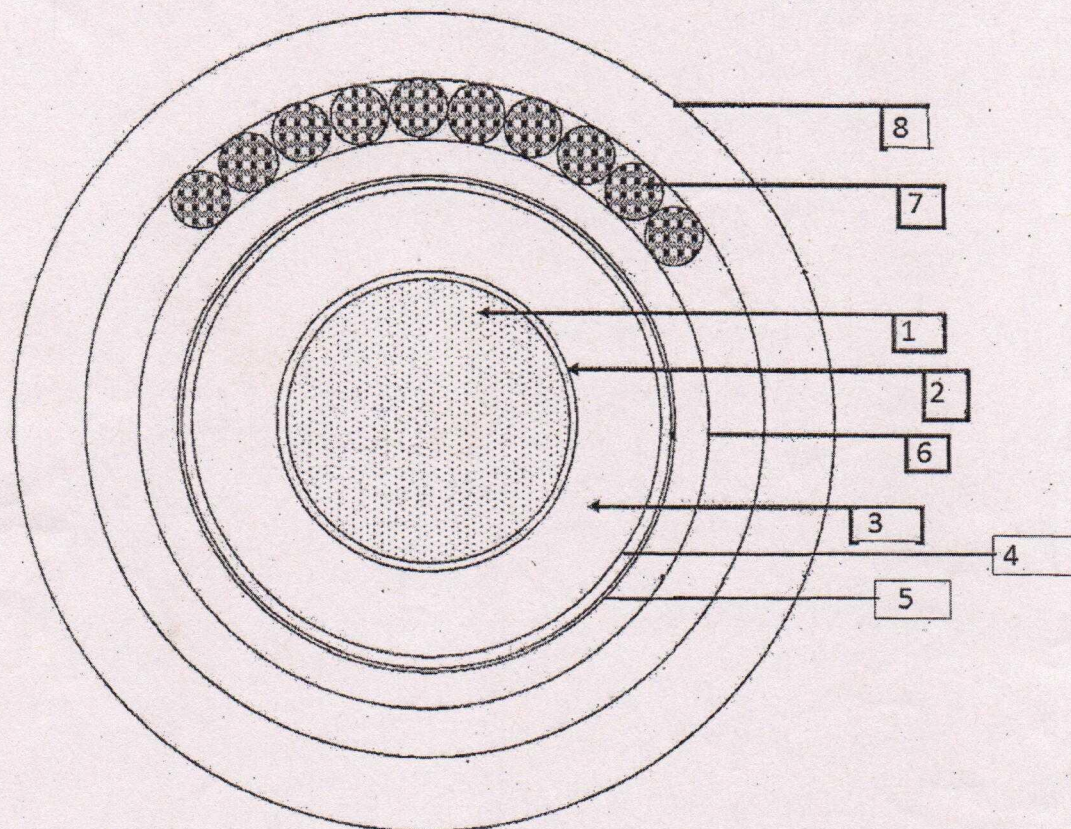
Sr. No	Description	Supporting Document to be attached								Reference of attached documents																
01	Operational Experience: The bidder should be manufacturer who must have designed, type tested and supplied in a single contract at least 1 (one) km of single core, 33kV grade XLPE insulated cable that must be in satisfactory# operation for at least 3(three) years as on date of bid opening. Testing Facilities: The manufacturer must have all necessary facilities at their works for carrying out such routine and acceptance tests as prescribed in relevant IS/IEC standard and as specified in the Specification. opening. #: satisfactory operation means certificate issued by End Customer certifying the operation without any adverse remark.	1. Bidder to Provide Compliance/Confirmation of fulfilling SL No.1 Technical Requirement. 2. Performance certificate /Letter /MOM etc. issued by end customer for Satisfactory operation 3. PO Copy / PO list in following format <table><tr><th>Sr. No</th><th>ITEMS SUPPLIED TO</th><th>ORDER REFERENCE No. & DATE</th><th>ITEMS</th><th>QUANTITY</th><th>ORDER FULLY EXECUTED.</th><th>STATUS, IF ORDER UNDER</th><th>REMARK</th></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> 4. Dispatch instructions/ Tax invoice/ Material receipt at site/ lorry receipt details etc 5. Documentary evidence for existence of required facilities at works.								Sr. No	ITEMS SUPPLIED TO	ORDER REFERENCE No. & DATE	ITEMS	QUANTITY	ORDER FULLY EXECUTED.	STATUS, IF ORDER UNDER	REMARK									
Sr. No	ITEMS SUPPLIED TO	ORDER REFERENCE No. & DATE	ITEMS	QUANTITY	ORDER FULLY EXECUTED.	STATUS, IF ORDER UNDER	REMARK																			

ANNEXURE-1

CABLE SECTION DRAWING FOR 33/33kV (UE) CABLE

PROJECT : 400/220/132 kV GIS S/S, RASRA, BALLIA

CUSTOMER : UPPTCL



Cable Details

1. CONDUCTOR	PLAN ANNEALED STRANDED COPPER CONDUCTOR
2. SCREEN OVER CONDUCTOR	EXTRUDED LAYER OF SEMI CONDUCTING COMPOUND
3.INSULATION	EXTRUDED XLPE
4.SCREENING OVER INSULATION	EXTRUDED LAYER OF SEMI CONDUCTING COMPOUND
5. METALLIC SCREEN	COPPER TAPE
6. INNER SHEATH	EXTRUDED PVC TYPE ST-2
7. ARMOURING	ROUND WIRE ARMoured
8. OUTER SHEATH	EXTRUDED FRLS PVC TYPE ST -2



SECTION 2 Equipment Specification

2.1 General

This section covers the general technical requirements of 33kV 1Cx630 sq.mm XLPE Cable. In case of any discrepancies between the requirements mentioned in this section and those specified in section-3 of this specification, this section shall prevail and shall be treated as binding requirement.

2.2 Standards

The 33kV 1Cx630 sq.mm XLPE Cable and accessories shall conform to the following standards.

<i>Indian standard</i>	<i>Title</i>	<i>International standard</i>
IS 7098 2011 (Part-II)	XLPE insulated PVC sheathed cable For working voltage from 3.3kV up to and including 33kV	BS -5468
IS 7098 (Part-III)	XLPE insulated PVC sheathed cable For working voltage from 66kV up to and including 220kV	
IS:1255	Code of practice for laying of power cables	
IS:5831	PVC Insulation & sheath of electric cables	
IS:3043	Code of Practice for earthing	
IS:5216	Guide for safety procedure and practices in Electrical works	
IS:8130	Conductors of Insulated Cables	IEC-60228
	Guide to the dimensional limits of circular Conductors	IEC-60228A
	Tests on cable over sheath, Power cables, Insulations	IEC-60229, IEC-60840, IEC-60230, SS-4241417, SS-24108
	Power Cables with extruded insulation and their accessories	IEC-502-2
	Calculation of continuous current rating of cables	IEC-60287
	Electrical tests on extruded cables and Accessories for rated voltages>30kV and up to 150kV	IEC-60840
	Indian Electricity Rules – 1956	
	Tests on cable over sheath which have a special protective function and are applied by extrusion	IEC-229
	Calculation of continuous current rating of cables	IEC-287
	Power cables resistance of conductors	IEC-241408
IS 3975	Mild steel wires, formed and tapes for armouring of cable	
IS 10810	Method of test of cables	



Indian standard	Title	International standard
	Standard test method for density of smoke from burning or decomposition of plastics	ASTM-D2843
	Standard test method for measuring minimum oxygen concentration to support candle - like combustion of plastics (oxygen index).	ASTM-D2863
	Test on gases evolved during combustion of electric cables -(Part-1):1994 Determination of the amount of halogen acid gas evolved during combustion of polymeric materials taken from cables	IEC 754-(Part-1)
	Test on electric cables under fire conditions	IEC 60332
	Test on a single vertical insulated wire or cable	(Part I):1993
	Recommended current rating for cables- PVC insulated and PVC sheathed Heavy duty Cables	IEC 3981
IS 10418	Drums of electric cables	(Part II) 1967

2.3 Technical Requirements

2.3.1 General

- 1) The cables shall be suitable for laying in racks/trays, ducts, trenches, conduits and underground buried installation with uncontrolled backfill and with chances of flooding by water.
- 2) They shall be designed to withstand all mechanical, electrical and thermal stresses under steady state and transient operating conditions.
- 3) During a short circuit as specified above, the XLPE insulated cables shall be capable of withstanding a conductor temperature of at least 250°C.
- 4) The measured value of temperature index shall be 21 at a temperature of 250 degree Celsius, in line with IS 7098 (Part 2).
- 5) Repaired cables shall not be accepted.
- 6) Maximum acid gas generation of weight as per IEC-60754(I) shall not be more than 20% of the outer sheath material. The cables shall meet the requirements of light transmission of 40 %(min) and shall be tested as per ASTM-D-2843. Smoke density rating – Maximum 60% (to ASTM-D 2843).
- 7) All cables shall be armoured and of fire retarded low smoke type.

2.3.2 Constructional requirements

- 1) 33KV XLPE cable shall be manufactured in dry cure process and shall be manufactured in accordance with the Internationally accepted standard and also conform to the requirement of IEC Publication 502. The cable shall be suitable for laying in an area likely to be flooded by water and shall be designed to be protected against rodent and termite attack. The cable shall be of single core of solid extruded dielectric with metallic sheet with an outer PVC jacket.
- 2) The conductor screen (non-metallic semiconductor) insulation and insulation screen (non-metallic semiconductor) shall be extruded in a single one time process to ensure homogeneity and absence of voids. The conductor shield shall consist of extruded



semiconductor XLPE. The semiconductor separating taps shall be applied between conductor and extruded semiconductor XLPE. XLPE insulation shall be of very high degree of purity and dry cured. Cables shall be armoured with hard drawn round aluminium wire as per relevant IS.

- 3) The cable size shall be suitable to carry the load current on 33KV continuously followed by 20 percent over loading capacity for 2 hours without exceeding maximum conductor temperature of 65 degrees Celsius.
- 4) Progressive sequential marking of the length of cable in metres at every one metre shall be provided on the outer sheath of the cable.
- 5) The cables shall have outer sheath of a material with an Oxygen Index of not less than 29 and a Temperature index of not less than 250°C.
- 6) Allowable tolerance on the overall diameter of the cables shall be plus or minus 2 mm.
- 7) The HV cables shall conform to IS-7098 (Part II) or relevant IEC read along with latest amendments and this Specification.
- 8) The Aluminum/copper wires used for manufacturing of the cables shall be true circular in shape before stranding and shall be of uniform good quality, free from defects.
- 9) The fillers and inner sheath shall be of non-hygroscopic, fire retardant material, softer than insulation & outer sheath and suitable for the operating temperature of the cable.
- 10) The minimum bending radius for the cables shall be equal to $20 \times D$; where D is the overall diameter of the cable.

The laid up cores shall be provided with inner sheath applied by extrusion. The fillers and the inner sheath shall not be harder than XLPE and PVC used for insulation and outer sheath respectively. Fillers and inner sheath material shall be chosen to be compatible with the temperature ratings of the cable and shall not have any deleterious effect on any other component of cable.

It is essential that the accessories, which are used in the cable system with mechanical and/or soldered connections, are suitable for the temperature adopted for the cables.

Formula for calculating short circuit current for different duration or curve showing short time current v/s time for different sizes of cables shall be furnished by vendor.

2.4 Cable drums

- 1) Cables shall be supplied in non-returnable wooden or steel drums of heavy construction. Wooden drum shall be properly seasoned sound and free from defects. Wood preservative shall be applied to the entire drum. Drums offered shall conform to relevant standards. The ends of each length of cable shall be sealed before dispatch.
- 2) Each drum shall contain one continuous length of cable. Owner shall have the option of rejecting cable drums with shorter lengths. The cable length per drum is allowed a tolerance of +5%. However, the total quantity of cables after taking into consideration of all cable drums for each size shall within the tolerance of +2%.



- 3) A layer of water proof paper shall be applied to the surface of the drums and over the outer most cable layer.
- 4) A clear space of at least 40 mm shall be left between the cables and the lagging.
- 5) Each drum shall carry the manufacturer's name, the purchaser's name, address and contract no. and type, size and length of the cable, net and gross weight stenciled on both sides of drum. A tag containing the same information shall be attached to the leading end of the cable. An arrow and suitable accompanying wording shall be marked on the one end of the reel indicating the direction in which it should be rolled
- 6) Packing shall be sturdy and adequate to protect the cables, from any injury due to mishandling or other conditions encountered during transportation, handling and storage. Both cable ends shall be sealed with PVC/Rubber caps so as to eliminate ingress of water during transportation and erection.

2.5 Tests

The following tests shall be carried out in accordance with IS:8130/1984, IS:3975/1979 (Armouring), IS:5831/1984, IS:10810 (Methods of test for cables), IS:7098/Part-II/1985.

2.5.1 Type tests

The following shall constitute the type tests:

- a) Conductor resistance tests (in accordance with IS:8130/1984).
- b) Test for thickness of insulation and sheath (in accordance with IS:10810).
- c) Physical test for insulation and sheath (in accordance with IS:10810 and IS:5831/1984).
- d) Test for bleeding and blooming of pigments (in accordance with IS:5831/1984).
- e) Insulation resistance test (in accordance with IS:5831/1984).
- f) High voltage test (water immersion test) in accordance with IS:10810.

2.5.2 Acceptance test

The following shall constitute the acceptance tests :

- a) Persulphate Test(For Tinned Cu) : IS:8130/1984
- b) Conductor resistance test : IS:8130/1984
- c) Test for thickness of insulation : IS:5831/1970 & IS:10810
- d) Insulation resistance test : IS:5831/1970&IS:10810
- e) Partial discharge test : IS:7098/part-II/1985.



PROJECT: 400/2220/132KV GIS S/S RASRA,BALLIA
CUSTOMER : UPPTCL
TECHNICAL SPECIFICATION FOR 33/33KV (UE) CABLE

2.5.3 Routine test

The following shall constitute routine tests :

- a) Conductor resistance test (in accordance with IS:8130/1984)
- b) High voltage test or spark test (in accordance with IS:10810)

SECTION-3

PROJECT DETAILS & GENERAL SPECIFICATION

SITE INFORMATION

	Particular	Details
a)	Owner	UPPTCL
b)	Customer	UPPTCL
c)	Project Title	400/220/132 kV GIS at Rasra, Ballia
d)	Location	Uttar Pradesh
e)	Transport Facilities	Nearest rail head - Ballia
SITE CONDITIONS		
a)	Max. ambient air temp.	50°C
b)	Min. ambient air temp.	0°C
c)	Max. design ambient emp.	50°C
d)	Design reference temp.	50°C
e)	Average Humidity	Max. 100%
f)	Special corrosion conditions	No
g)	Solar Radiation	
h)	Atmospheric UV radiation	High
i)	Altitude above sea level	Less than 1000meter
j)	Pollution Severity	High Pollution level
k)	Seismic Zone	As per the seismic zone defined in the relevant BIS / IEC-62271-300 but not less than 0.3g horizontal
WIND DATA		
	Wind load	195kg/sqm
	Average No. of thunderstorm days per annum	As per IS

1. GENERAL

This Chapter covers Technical Requirements and requirements of auxiliary items.

- 1.1 Equipments furnished shall be complete in every respect with all mountings, fittings, fixtures and standard accessories specified &/or normally provided with such equipment and/ or needed for erection, completion and safe operation of the equipment as required by applicable codes though they may not have been specifically detailed in the Technical Specifications.

Materials and components not specifically stated in the specification but which are necessary for commissioning and satisfactory operation of the substation unless specifically excluded shall be deemed to be included in the scope of the specification and shall be supplied without any extra cost All similar standard components/ parts of similar standard equipment provided, shall be inter-changeable with one another.

- 1.2 The Bidder shall supply type tested (including special test as per technical specification) equipments and materials. The test reports/details shall be furnished by the Bidder in the bid.
In the event of any discrepancy in the test reports i.e. any test report not acceptable due to any design/manufacturing changes or due to non-compliance with the

requirement stipulated in the Technical Specification and/or IEC/ IS, same, shall be carried out without any additional cost implication to the Purchaser. The Purchaser reserves the right to get any or all type tests conducted/ repeated.

The reports for all type tests and additional type tests as per technical specification furnished by the Bidder shall be of the tests conducted within last 05(five) years prior to the date of bid opening. The type tests conducted should have either been conducted in accredited laboratory (accredited based on ISO/ IEC Guide 25/ 17025 or EN 45001 by the national accreditation body of the country where laboratory is located) or witnessed by UPPTCL or representative authorized by UPPTCL or Utility or representative of accredited test lab or reputed consultant.

2. SYSTEM PARTICULARS

	Rated System voltage	420 kV, 245kV, 145kV, 36kV
	System frequency	50 Hz, This may vary by $\pm 5\%$
	Number of phases	Three
	Neutral	Effectively Earthed
	Auxiliary power supply:-	
	Auxiliary electrical equipment shall be suitable for operation on the following supply system:	
(a)	Power device (Like drive motors)	400V, 3Phase, 4Wire 50Hz Effectively earthed AC system.
(b)	Lighting fixtures, space heaters, fractional Horse Power motors and control devices.	250V, 2wire, 50Hz, AC supply with one point grounded.
(c)	DC alarm, Control and Protective Devices from sub station batteries as under	2 wire ungrounded DC supplies (i) 400 kV S/S : 220V DC (ii) 220/132kV S/S : 110V DC (iii) Communication : 48 V DC The above supply voltage is subject to variation as follows: All devices must be suitable for a continuous operation over the entire range of voltage variations : (i) AC Voltage may vary by $\pm 10\%$. Frequency by $\pm 5\%$ Combined Voltage & frequency by $\pm 10\%$. (ii) DC a) 220 V may vary between 187 & 242 V b) 110 V may vary between 93 & 121 V c) 48 V may vary between 41 & 53 V

3. System parameters

Sl. No.	Description of Parameters	400 kV System	220 kV System	132 kV System	33 kV System
1	Nominal system voltage	4000kV	220kV	132kV	33kV
2	Maximum operating voltage of the system(rms)	420kV	245kV	145kV	36kV
3	Rated frequency	50Hz	50Hz	50Hz	50Hz
4	No. of phase	3	3	3	3
5	Rated short time current	50 kA for 3 Sec.	40 kA for 3 SEC	40 kA for 3 SEC	25 kA for 3 SEC
6	Dry and wet one minute power frequency withstand voltage	680 kV	460 kV	275 kV	95 kV
7	Dry and wet impulse withstand voltage positive and negative	1550 kVp	1050 kVp	650 kVp	250 kVp
8	Corona extinction voltage	320 kV	156 kV	105 kV	-
9	Max. Radio interference voltage for frequency between 0.5 MHz and 2 MHz at 508 kV rms for 765kV, 320kV rms for 400kV system and 156kV rms for 220kV system & 92kV rms for 132kV system system & 92kV rms for 132kV system	1000 microvolt	1000 microvolt	500 microvolt	-
10	Minimum total creepage	25mm/kV (10500 mm)	25mm/kV (6125 mm)	25mm/kV (3625 mm)	25mm/kV (1300 mm)
11	Min. clearances				
	i. Phase to phase	4000mm (for Conductor - conductor)	2100 mm	1300 mm	320 mm
		4200mm (for rod - Conductor)			
	ii. Phase to earth	3500 mm	2100 mm	1300 mm	320 mm
	iii) Sectional clearances	6500 mm	5000 mm	4000 mm	3000 mm
12.	System neutral earthing	Effectively Earthed			

4. SERVICES TO BE PERFORMED BY THE EQUIPMENT BEING FURNISHED

- 4.1** All equipments shall perform satisfactorily under various electrical, electromechanical and meteorological conditions of the installation site.

-
- 4.2** All equipment shall be able to withstand all external and internal mechanical thermal and electromechanical forces due to various factors like wind load temperature variation, ice & snow (wherever applicable) short circuit etc for the equipment.
- 4.3** The Bidder shall design the various forces which the terminal connectors of the equipment are required to withstand.
- 4.4** All outdoor EHV equipments except marshalling kiosks shall be suitable for hot line washing.
- 4.5** To facilitate erection of equipment, all items to be assembled at site shall be "matchmarked".

5. SUPPORT STRUCTURES (If in the scope of Bidder)

The base design of all the equipments, to be installed on auxiliary structures, shall conform to the standard auxiliary structure designs presently being used in UPPTCL at 400/220/132/33kV Substations.

All equipment support structures shall be supplied along with brackets, angles, stools etc. for attaching the operating mechanism, control cabinets and marshalling box (wherever applicable) etc. The support structures should be hot dip galvanised with minimum 610 gram/sq.m net of zinc.

6. STANDARDS

- 6.1** **Except** as modified by this Bid specification, all material and equipment shall conform to the requirement of the latest editions of relevant ISS/ IEC and other applicable standards. The equipment/ works shall be designed, engineered, manufactured, built, tested and commissioned shall be carried out in accordance with the Acts, Rules, Laws and Regulations in force in India.
- 6.2** In addition to meeting the specific requirements called for in the respective sections of the Technical Specification, the equipment shall also conform to the general requirement of the relevant standards which shall form an integral part of the specification. When the specific requirements stipulated in the specifications exceed or differ than those required by the applicable standards, the stipulation of the specification shall take precedence.
- 6.3** In the event of the Bidder offering equipment conforming to standards other than ISS/IES standards, which ensure equivalent or better performance than that specified in the standards, the salient point of comparison between the standards adopted and relevant ISS/ IEC standards shall be indicated clearly in the proposal, along with English language version of such standard or relevant extract of the same. The equipment conforming to standards other than IS/IEC shall be subject to Purchaser's approval.
- 6.4** The standards mentioned in the respective equipment specifications are not mutually exclusive or complete in themselves. The equipment &/or work shall also conform to any other applicable standard, even if not specifically mentioned in these specifications.
- 6.5** Should the Bidder wish to depart from the provisions of the specifications, either on accounts of manufacturing practices or for any other reason, he shall clearly mention

the departure and submit complete justification supported by information, drawings etc. as will enable to assess the suitability of equipment(s) offered. In the event of the Bidder's specifications, drawings, forms and tables etc. being found to disagree with the requirement of the Bid specifications at any stage, Bid specifications shall be binding, unless the departures have been duly approved in writing by the purchaser.

6.6 REFERENCE OF STANDARDS

Reference	Abbreviation	Name and Address
BS	British Standards,	British Standards Institution, 101, Pentonville Road, N-19-ND UK
ISO	International Organization For Standardization,	Danish Board of Standardization Danish Standardising Sraat, Aurehoegvej-12, DK-2900, Heelstrup, DENMARK
NEMA	National Electric Manufacture Associate	115, East 44th Street, New York NY 10017 U.S.A
BS	British Standards,	British Standards Institution, 101, Pentonville Road, N-19-ND UK
ISO	International Organization For Standardization,	Danish Board of Standardization Danish Standardising Sraat, Aurehoegvej-12, DK-2900, Heelstrup, DENMARK
NEMA	National Electric Manufacture Associate	115, East 44th Street, New York NY 10017 U.S.A

7. ENGINEERING DATA AND DRAWINGS

7.1 SUBMISSION AND APPROVAL OF DRAWINGS/ DOCUMENTS

- 7.1.1 The Bidder shall follow a well-defined coding system for proper and quick identification of all systems/ sub-systems/ equipments/ assemblies/ sub-assemblies/ accessories/ other plant material/ spare parts/ special tools and plants and drawings for the execution of the plant and later for its operation and maintenance.

Copies of coding documents defining the above shall be supplied along with drawings to understand the system.

- 7.1.2 All drawings submitted by the Bidder shall be in sufficient details to indicate the type, size arrangement, weight of each component, details for packing and shipment, the

external connections, fixing arrangements, dimensions required for installation arrangement, dimensions required for installation and interconnections with other equipment and other information specifically, as called for in the drawing schedules. All the equipments tapping points etc. shall be numbered according to pre-determined scheme/ system which shall be subject to approval of Purchaser.

7.1.3 Each drawing shall be clearly marked with the name of the Purchaser, unit designation, UPPTCL's Contract No. and the name of the project. If standard catalogue pages are submitted the applicable items shall be indicated therein. All titles, noting, markings and writings on the drawings shall be in English. All the dimensions should be in metric units.

7.1.4 If any dimension figures on a drawing or a plan differs from those obtained by scaling the drawing or plan, the dimensions as mentioned in figures on the drawing or plan shall be taken as correct.

7.2 Submission and distribution of drawings/ documents

All the drawings which do not require approval shall be submitted along with reproducible in required number and those requiring approval shall be initially submitted for comments/ approval before submitting along with reproducible as per "Document Distribution Schedule".

7.3 APPROVAL OF DRAWINGS

7.3.1 The Purchaser shall return to the Bidder one set of drawings, plans and technical data requiring approval after marking them with their comments/ corrections, if any, either (a) marked 'Approved' or (b) marked 'Approved subject to incorporation of comments' or (c) marked 'Not Approved' with comments requiring resubmission of drawings etc. in 14 days or (d) marked 'Approval not required', where drawing is for information only. In case of (a) no further revision of drawings will be required. In case of (b) Bidder can proceed with the work but will resubmit the drawings incorporating the corrections as per comments only within fourteen (14) days. In case of (c) Bidder can proceed with the work only after resubmitting the drawings within fourteen (14) days and getting approval under (a) or (b) categories above. In case of (d) the Bidder drawing is deemed to have been received only for information purpose.

7.3.2 The Purchaser shall have the right to ask the Bidder to make any change in the design/ drawing which may be necessary to make equipment conform to the provisions and intent of the contract, without any extra cost to the Purchaser.

The drawings submitted shall be re-viewed by the Purchaser and shall be modified by the Bidder as required. The Bidder shall incorporate such modifications and/or corrections and submit the final drawings for approval/ reference.

7.3.3 No deviation from the approved drawings shall be permitted without the written approval of the Engineer.

7.3.4 The review of drawings/ data by the Purchaser will cover only general conformance of the data of the specifications and document, interfaces with the equipment provided under the specifications, external connections and the dimensions which might effect substation layout.

This review by the Purchaser may not indicate thorough review of all dimensions, quantities and details of the equipment, wiring, materials, any devices or items indicated or the accuracy of the information submitted. This review and/ or approval by the purchaser shall not be considered by the Bidder, as limiting any of his responsibilities specified under these specifications and documents.

Approval/ comments conveyed as above shall neither relieve the Bidder of his contractual obligations and his responsibilities for correctness of dimensions, material of construction, quantities, design details, assembly fits, performance particulars, guarantees and conformity of the supplies with the specifications, schemes, systems and statutory laws, nor does it limit the Purchasers right under the contract.

- 7.3.5 Should any minor revision be made after 'approval', at the time of erection/ commissioning the Bidder shall redistribute prints and reproducible, clearly certifying the changes incorporated in the drawing and marking it in a block. Every revision shall be marked by a revision number, date and subject, in a revision block provided in the drawing, clearly marking the changes incorporated.
- 7.3.6 The Bidder shall be responsible for and shall pay for any alterations of the work due to any discrepancies, errors and omissions in the drawings or other particulars supplied by him, whether such drawings or particulars have been approved by Engineer or not.

No extension of delivery periods shall be granted on this account.

7.3.7 As- build drawings

Drawings of all equipment as detailed in technical specifications of respective equipments necessarily including schematic drawings and terminal block drawings wherever applicable whether mentioned in respective technical specifications or not.

8. NAME PLATE, MARKING OF PARTS, LABELS

- 8.1 All equipment shall have metal name plates fixed in suitable position with full particulars engraved legibly thereon and not painted.
- 8.2 Each main and auxiliary item of plant is to have permanently attached to it in a conspicuous position, a rating plate of non-corrosive material upon which is to be engraved identifying manufacturer's name, equipment type or serial number, rating together with details of the loading/ operating conditions under which the item or plant in question has been designed to operate and such diagram plates as may be required by the Engineer.
- 8.3 Each item of plant is to be provided with a name plate or label designating the service of the particular equipment. These inscriptions are to be approved by the Engineer or as detailed in the appropriate sections of the technical specifications.
- 8.4 Such name plates or labels are to be white non hygroscopic material with engraved block lettering or, alternatively, in the case of indoor equipments of transparent plastic material with suitably colored lettering engraved on the back
- 8.5 Each bay module in GIS room will have a clear marking showing the name of bay, identification, name and rating plate marking for each individual equipment like circuit breaker, disconnectors grounding switches, current transformer, voltage transformers and bushings etc. as per relevant IEC to facilitate identification during routine operation/ maintenance.
- 8.6 All such name plates, instruction plates, lubrication charts etc. shall be bilingual with

Hindi inscription first followed by English. Provisions shall be made to fit in name plates, lubrication/ connection diagram plates etc.

- 8.7** In order to facilitate identification, the parts of the equipment shall be suitably marked.

9. INSTRUCTION MANUALS

- 9.1** The Bidder shall submit to the Engineer 'Descriptive Manuals', i.e. system design concept, detailed catalogues of equipment and typical equipment instructions for this project, for all major systems and equipment, covered under this contract along with dispatch of equipment.

These initial copies of descriptive manuals shall be in sufficient details, bringing out detailed internal construction, characteristics, performance parameters, principles of operation, maintenance requirements, replacement and renewals needed, erection and overhauling procedure, testing and operation procedure etc. for various equipment.

- 9.2** The integrated instruction manuals, fully defining the interfaces between various systems and complete in all respects shall be submitted by the Bidder one month before scheduled date of commissioning. The instruction manuals shall contain full details of designation and drawings of all the equipment furnished, the erection procedure, testing procedure, operation and maintenance procedure of the equipment, single line diagrams, and schematics. After the commissioning and initial operation of the plant, modifications/ additions/ changes, wherever required shall be incorporated in the instruction manuals and drawings shall be submitted by the Bidder to the Purchaser.

- 9.3** The manuals shall be specific to the equipment supplied and not of general nature.

10. DOCUMENTS AND ERECTION DRAWINGS

The Bidder shall submit within a reasonable time but at least four (4) weeks before dispatch of equipment (as per distribution schedule) the following drawings/ documents and instruction manuals etc. to the consignee and the Engineer.

- I. List of item-wise equipment as proposed to be dispatched by the Bidder.
- II. Erection drawings along with reproducible prints of each drawing.
- III. Instruction books for proper handling/ checking of material on receipt at site/storage,
- IV. erection and assembly of all equipment and necessary instruction for checking and
- V. recording proper assembly of the plant.
- VI. Instruction sheets for proper balancing, alignment, adjustment, checking and calibrations
- VII. as may be necessary.
- VIII. Descriptive literature and drawings to illustrate the working principals, methods of
- IX. assembly and dismantling of plants and equipment.
- X. Testing/commissioning format for recording data during erection/testing/
- XI. commissioning and trial run. These formats/data sheets shall clearly indicate the results
- XII. obtained during shop tests and permissible deviations.

11. QUALITY CONTROL PROGRAMME

To ensure that the equipment construction work and the services covered under this job are in accordance with the specifications and conform to the high standard of workmanship. It is obligatory on the part of the Bidder to adopt a suitable quality control program. Such a program shall include suitable hold point for check for major equipment during manufacture at supplier's work, during erection at site and during the construction stage such that material checks for attaining proper strength and dimensional checks for attaining close tolerances required for equipment installation can be obtained.

In order to attain the above objectives, the Bidder shall draw out a plan listing all quality control checks in detail, including all hold points at which the quality checks shall be applied, also specifically mentioning those hold points where the Purchaser shall also participate in the quality check to assure him of the quality of the products supplied. Such a program shall be outlined by the Bidder for the acceptance by the Purchaser. The Bidder shall furnish detailed information regarding his quality control program and its strict implementation. Following information shall be included in the proposal along with others regarding quality control program:

- I. The quality control organizations and the proposal of its implementation.
- II. The system for controlling drawings and documents for correctness.
- III. The system of quality control for raw materials, process control and maintaining
- IV. tolerances during manufacturing, assembly and fabrication.
- V. Quality control during purchase of components, sub-systems and assemblies.
- VI. Methods for ensuring selection of proper vendors/ sub-vendors.
- VII. Inspection of testing at shop after assembly.
- VIII. Control of accuracy during calibration of measuring and testing equipments.
- IX. Preservation and quality control during the transit.
- X. Procedure for inspection before erection and quality control during erection.
- XI. System for storage and delivery.

Bidder shall be wholly responsible for the quality control and quality assurance for the manufacture, supply, erection, testing and commissioning etc.

During inspection, destructive testing and non-destructive test evaluation shall be done wherever applicable, in presence of Purchaser's representative in accordance with established norms. Directions of Purchaser shall be rigorously followed.

12. INSPECTION & TESTING

- 12.1** The Purchaser reserves the right to inspect any machinery and material to ensure that approved Q.A.P. is being strictly implemented by the Bidder or his Sub Bidder/ Supplier under this contract and to reject any item found defective in workmanship or design or otherwise unsuitable for the use and purpose intended or which is not in accordance with the intent of this contract. The Bidder should on demand by the Purchaser, rectify or replace such defective or unsuitable equipment, or the Purchaser may at the Bidder's expense, rectify or replace such defective or unsuitable equipment whether before or after supply.
- 12.2** That Bidder shall, for purpose of clause 15 of the annexed conditions of contract Form-A inform to the Purchaser places of manufacture, testing and inspection of various equipment offered by him. Unless specifically provided otherwise, all tests shall be carried out at the Bidder's work or for bought out items at sub-vendors works before dispatch.
- 12.3** The Bidder shall advise the Purchaser at least 4 weeks in advance as to when the

equipment will be ready for stage/ final inspection at the Bidder's works or at his Sub-Bidder's works.

PENAL CHARGES

In case the equipment is not available for inspection at the time of arrival of inspection officers,

the Bidder shall pay to UPPTCL towards futile journey a sum decided by Chief Engineer (765 KV DU), UPPTCL and demanded by "Engineer of Contract". This amount shall be paid within 10 days from the date of demand. Further action for inspection of the material shall be taken only after the said amount is deposited.

- 12.4** During inspection, the Purchaser's Inspecting Engineers at all times have access to all part of shops where the equipment is being manufactured and also shall be provided with all reasonable inspection facilities by the Bidder and/ or sub-Bidders.

Even without scheduled inspection, the Engineer and/or his duly authorized representative shall have at all reasonable times access to the Bidder's premises, works or site and shall have the power to inspect and examine the materials and workmanship of the works during it's manufacture or erection.

- 12.5** All plants equipment/ parts, sub assemblies/ assemblies shall comply with the requirement of type tests and shall be subjected to the routine/ acceptance tests specified in the set of standards adopted and to such other tests as are stipulated in the respective technical specifications.

The Purchaser reserves to himself the right of having at his own expense any inspection or special test of a reasonable nature at Bidder's premises or at site, in addition to those prescribed in applicable standards and the enclosed technical specifications.

- 12.6** The Engineer shall either depute his representative to witness the tests as applicable and inspect the material or shall waive the inspection. In case of waiver the Bidder or his sub-Bidder shall carryout the all applicable tests in absence of Purchaser's representative. In both the cases i.e. either inspection or waiver the test certificates shall be submitted to Engineer of Contract for approval and issue of dispatch authorization. In case of inspection the test certificates must bear signatures of the Purchaser's inspecting officer.

The Engineer of Contract, within 10 days of receipt of test certificates, shall issue approval/ dispatch authorization, if test certificates are found satisfactory.

In case test certificates are not found satisfactory the Engineer of Contract, within 10 days of receipt of test certificates, shall communicate his objections and actions required to be taken in writing to the Bidder. The Bidder shall take remedial action and shall re-submit the test certificates or re-offer the material for inspection as asked for by the Engineer. Subsequent actions shall follow as in case of fresh offer for inspection. No extension of delivery/ completion period shall be granted on this account.

12.7 REJECTON

Purchaser reserves the right to reject any equipment if during the tests at works or site, the test value achieved do not comply with the respective standard/ specifications and exceeds that tolerable limits. Rejection of any equipment will not be held as a valid reason for delay in timely completion of the work.

- 12.8** No equipment to be furnished or used in connection with this contract shall be dispatched, until factory inspection and acceptance test have been carried out satisfactorily and dispatch authorization issued by Engineer of Contract. Such factory inspection of the equipment or approval of acceptance tests shall not however, relieve the Bidder from full responsibility for supplying equipment conforming to the requirements of this contract, nor prejudice any claim, right or privilege which the Purchaser may have because of the use of defective or unsatisfactory equipment. Should Purchaser waive the right to inspect any equipment, such waiver shall not relieve the Bidder in any way from his obligations under this contract. The inspection/waiver by Engineer and/ or approval of test certificates shall in no way limit the liabilities and responsibilities of the Bidder in respect of the agreed quality assurance program, and the desired performance of the equipment.
- 12.9** In all cases where the contract provides for tests whether at the premises or works of the Bidder or of any Sub-Bidder, the Bidder shall provide free of charge such items as labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be reasonably required to carry out effectively, such tests on the equipment in accordance with the contract and shall give facilities to the Engineer or to his authorized representative to accomplish inspection. All the expenses incurred for testing including material consumed in testing shall be to the Bidder's account.
- 12.10** Purchaser will not entertain any request for waiver of inspection on the ground that sub vendors are not agreeing for the Purchaser's inspection. It is the responsibility of the Bidder to ensure that all the requirements of the Purchaser as envisaged in the technical specifications are incorporated.
- 12.11** The Bidder is required to record the following certificates on the invoices and challans of each and every consignment:
"Certified that material being dispatched against the above invoices and challan has been inspected and tested by the representative of Engineer of the contract on (date) and all the test results were satisfactory, as per approved test certificate enclosed."
Or
Certified that inspection of material being dispatched against the above invoice and challan has been waived off by Engineer of Contract vide letter No.....Dt..... (Copy enclosed) and all the acceptance and routine tests as per relevant standards and those provided in Contract, have been conducted and all the test results were found satisfactory as per test certificates enclosed."
- 12.12** In case the inspection or testing of the material is to be carried out outside India, all the expenditure including boarding and lodging etc. of the inspecting officer/ officers shall be borne by the contractor and information regarding inspection has to given at least 8 weeks in advance.
- 13. DESPATCH OF EQUIPMENT**
- 13.1** Detailed dispatch instructions will be intimated to the Bidder. All materials shall be dispatched by road.

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- 13.2** The Bidder shall intimate, at least thirty (30) days in advance to the consignee as well as the concerned Superintending Engineer at site, the probable date when the equipment will be ready for dispatch from the works. Notification of delivery or dispatch in regard to each and every consignment shall be made to the Purchaser immediately after dispatch or delivery. The supplier shall further supply to the consignee a priced invoice and packing account of all stores delivered or dispatched by him. All packages, containers, bundles and loose materials forming parts of each and every consignment shall be described fully in the packing account, and full details of the contents of packages and quantity of material shall be given to enable the consignee to check the stores on arrival at destination.
- 13.3** A list in duplicate containing details of equipment for verification at site shall also be placed inside each package and shall correspond with the advice note. One additional copy of each of the package lists shall also be sent to the consignee.

14. TYPE TESTING, INSPECTION, TESTING & INSPECTION CERTIFICATE

The Bidder shall supply type tested (including special test as per technical specification) equipment and materials. The test reports/details shall be furnished by the Bidder in the bid.

In the event of any discrepancy in the test reports i.e. any test report not acceptable due to any design/manufacturing changes or due to non-compliance with the requirement stipulated in the Technical Specification and/or IEC/ IS, same, shall be carried out without any additional cost implication to the Purchaser. The Purchaser reserves the right to get any or all type tests conducted/ repeated.

The reports for all type tests and additional type tests as per technical specification furnished by the Bidder shall be of the tests conducted within last 10(five) years prior to the date of bid opening. The type tests conducted should have either been conducted in accredited laboratory (accredited based on ISO/ IEC Guide 25/ 17025 or EN 45001 by the national accreditation body of the country where laboratory is located) or witnessed by UPPTCL or representative authorized by UPPTCL or Utility or representative of accredited test lab or reputed consultant.

14.1 Pre-commissioning Tests

On completion of erection of the equipment and before charging, each item of the equipment shall be thoroughly cleaned and then inspected jointly by the Purchaser and the Contractor for correctness and completeness of installation and acceptability for charging, leading to initial pre-commissioning tests at Site. The list of pre-commissioning tests to be performed are given in respective chapters and shall be included in the Contractor's quality assurance programme.

14.2 Commissioning Tests

- 14.2.1** The available instrumentation and control equipment will to be used during such tests and the Purchaser will calibrate, all such measuring equipment and devices as far as practicable.
- 14.2.2** Any special equipment, tools and tackles required for the successful completion of the Commissioning Tests shall be provided by the Contractor, free of cost.
- 14.2.3** The specific tests requirement on equipment have been brought out in the respective chapters of the technical specification.

- 14.2.4 The Contractor shall be responsible for obtaining statutory clearances from the concerned authorities for commissioning the equipment and the switchyard. However necessary fee shall be reimbursed by UPPTCL on production of requisite documents.

15. MATERIAL WORKMANSHIP

15.1 General Requirement

Where the specification does not contain references to workmanship, equipment, materials and components of the covered equipment, it is understood that the same must be new, of highest grade of the best quality of their kind, conforming to best engineering practice and suitable for the purpose for which they are intended.

The design of the works shall be such that installation, future expansions, replacements and general maintenance may be undertaken with a minimum of time and expenses. Each component shall be designed to be consistent with its duty and suitable factors of safety, subject to mutual agreements. All joints and fastenings shall be devised, constructed and documented so that the component parts shall be accurately positioned and restrained to fulfil their required function. In general screw threads shall be standard metric threads. The use of other thread forms will only be permitted when prior approval has been obtained from the Purchaser.

Whenever possible, all similar part of the Works shall be made to gauge and shall also be made interchangeable with similar parts. All spare parts shall also be interchangeable and shall be made of the same materials and workmanship as the corresponding parts of the Equipment supplied under the Specification. Where feasible, common component units shall be employed in different pieces of equipment in order to minimize spare parts stocking requirements. All equipment of the same type and rating shall be physically and electrically interchangeable.

All materials and equipment shall be installed in strict accordance with the manufacturer's recommendation(s). Only first-class work in accordance with the best modern practices will be accepted. Installation shall be considered as being the erection of equipment at its permanent location. This, unless otherwise specified, shall include unpacking, cleaning and lifting into position, grouting, leveling, aligning, coupling of or bolting down to previously installed equipment bases/foundations, performing the alignment check and final adjustment prior to initial operation, testing and commissioning in accordance with the manufacturer's tolerances, instructions and the Specification. All factory assembled rotating machinery shall be checked for alignment and adjustments made as necessary to re-establish the manufacturer's limits.

Suitable guards shall be provided for the protection of personnel on all exposed rotating and/ or moving machine parts and shall be designed for easy installation and removal for maintenance purposes. The spare equipment(s) shall be installed at designated locations and tested for healthiness.

The Bidder shall apply oil and grease of the proper specification to suit the machinery, as is necessary for the installation of the equipment. Lubricants used for installation purposes shall be drained out and the system flushed through where necessary for

applying the lubricant required for operation. The Bidder shall apply all operational lubricants to the equipment installed by him.

All oil, grease and other consumables used in the Works/ Equipment shall be purchased in India unless the Bidder has any special requirement for the specific application of a type of oil or grease not available in India. In such is the case he shall declare in the proposal, where such oil or grease is available. He shall help Purchaser in establishing equivalent Indian make and Indian Contractor. The same shall be applicable to other consumables too.

A cast iron or welded steel base plate shall be provided for all rotating equipment which are to be installed on a concrete base unless otherwise agreed to by the Purchaser. Each base plate shall support the unit and its drive assembly, shall be of design with pads for anchoring the units and shall have a raised up all around and shall have threaded in air connections, of so required.

15.2 Provisions for Exposure to Hot and Humid climate

Outdoor equipment supplied under the specification shall be suitable for service and storage under tropical conditions of high temperature, high humidity, heavy rainfall and environment favourable to the growth of fungi and mildew. The indoor equipment located in non-air conditioned areas shall also be of same type.

15.3 Space Heaters

The heaters shall be suitable for continuous operation at 240V AC supply. On-off switch and fuse shall be provided for the heater.

One or more adequately rated thermostatically connected heaters shall be supplied to prevent condensation in any compartment. The heaters shall be installed in the lower portion of the compartment and electrical connections shall be made sufficiently away from below the heaters to minimize deterioration of supply wire insulation. The heaters shall be suitable to maintain the compartment temperature to prevent condensation.

The heaters shall be suitably designed to prevent any contact between the heater wire and the air and shall consist of coiled resistance wire centred in a metal sheath and completely encased in a highly compacted powder of magnesium oxide or other material having equal heat conduction and electrical insulation properties, or they shall consist of resistance wire wound on a ceramic and completely covered with a ceramic material to prevent any contact between the wire and the air. Alternatively, they shall consist of a resistance wire mounted into a tubular ceramic body built into an envelope of stainless steel or the resistance wire is wound on a tubular ceramic body and embedded in glaze. The surface temperature of the heaters shall be restricted to a value which will not shorten the life of the heater sheaths or that of insulator wire or other component in the compartments.

15.4 FUNGI STATIC VARNISH

Besides the space heaters, special moisture and fungus resistant varnish shall be applied on parts which may be subjected or predisposed to the formation of fungi due to the presence or deposit of nutrient substances. The varnish shall not be applied to any surface of part where the treatment will interface with the operation or performance of the equipment. Such surfaces or parts shall be protected against the application of the varnish.

15.5 Ventilation opening

In order to ensure adequate ventilation, compartments shall have ventilation openings provided with fine wire mesh of brass to prevent the entry of insects and to reduce to a minimum the entry of dirt and dust. Outdoor compartment openings shall be provided with

shutter type blinds and suitable provision shall be made so as to avoid any communication of air/ dust with any part in the enclosures of the Control Cabinets, Junction boxes and Marshalling Boxes, panels etc.

15.6 Degree of Protection

The enclosures of the Control Cabinets, Junction boxes and Marshalling Boxes, panels etc. to be installed shall provide degree of protection as detailed here under:

- a) Installed out door: IP- 55
- b) Installed indoor in air conditioned area: IP-31
- c) Installed in covered area: IP-52
- d) Installed indoor in non air conditioned area where possibility of entry of water is limited: IP-41.
- e) For LT Switchgear (AC & DC distribution Boards) : IP-52

The degree of protection shall be in accordance with IS:13947 (Part-I) / IEC-60947(Part-I) / IS 12063 / IEC-60529. Type test report for degree of protection test, shall be submitted for approval.

15.7 RATING PLATES, NAME PLATES AND LABELS

Each main and auxiliary item of substation is to have permanently attached to it in a conspicuous position a rating plate of non-corrosive material upon which is to be engraved manufacturer's name, year of manufacture, equipment name, type or serial number together with details of the loading conditions under which the item of substation in question has been designed to operate, and such diagram plates as may be required by the Purchaser. The rating plate of each equipment shall be according to IEC requirement.

All such nameplates, instructions plates, rating plates CB, CT, VT, SA, Isolators and Relay & Protection panels equipments shall be bilingual with Hindi inscription first followed by English.

Alternatively, two separate plates one with Hindi and the other with English inscriptions may be provided.

15.8 FIRST FILL OF CONSUMABLES, OIL AND LUBRICANTS

All the first fill of consumables such as oils, lubricants, filling compounds, touch up paints, soldering/brazing material for all copper piping of circuit breakers and essential chemicals etc. which will be required to put the equipment, covered under the scope of the specifications, into successful operation, shall be furnished by the Bidder unless specifically excluded under the exclusions in these specifications and documents.

16. SURFACE FINISH

All interiors and exteriors of tanks, control cubicles and other metal parts shall be thoroughly cleaned to remove all rust, scales, corrosion, greases or other adhering foreign matter. All steel surfaces in contact with insulating oil as far as accessible shall be painted with not less than two coats of heat resistant, oil insoluble, insulating paints.

All metal surfaces exposed to atmosphere shall be given two primer coats of zinc chromate and two coats of epoxy paint with epoxy base thinner. All metal parts not accessible for painting shall be made of corrosion resisting material. All machine finished or bright surfaces shall be coated with a suitable preventive compound and suitably wrapped or otherwise protected. All paints shall be carefully selected to withstand tropical heat and extremes of weather within the limit specified. The paint shall not scale off or wrinkle or be removed by abrasion due to normal handling.

All external painting shall be as per shade No. 631 of IS: 5.

17. TOOLS AND TACKLES

The Contractor shall supply with the equipment one complete set of all special tools and tackles for the erection, assembly, dis-assembly and maintenance of the equipment. However, these tools and tackles shall be separately, packed and brought on to Site.

18. Bushings, Hollow Column Insulators, Support Insulators:

- 18.1** Bushings shall be manufactured and tested in accordance with IS:2099 & IEC- 60137 while hollow column insulators shall be manufactured and tested in accordance with IEC-62155/IS:5621. The support insulators shall be manufactured and tested as per IS:2544/IEC-60168 and IEC-60273. The insulators shall also conform to IEC-60815 as applicable. The bidder may also offer composite hollow insulators, conforming to IEC-61462.
- 18.2** Support insulators, bushings and hollow column insulators shall be manufactured from high quality porcelain. Porcelain used shall be homogeneous, free from laminations, cavities and other flaws or imperfections that might affect the mechanical or dielectric quality and shall be thoroughly vitrified, tough and impervious to moisture.
- 18.3** Glazing of the porcelain shall be uniform brown in colour, free from blisters, burrs and similar other defects.
- 18.4** Support insulators/bushings/hollow column insulators shall be designed to have ample insulation, mechanical strength and rigidity for the conditions under which they will be used.
- 18.5** When operating at normal rated voltage there shall be no electric discharge between the conductors and bushing which would cause corrosion or injury to conductors, insulators or supports by the formation of substances produced by chemical action. No radio interference shall be caused by the insulators/bushings when operating at the normal rated voltage.
- 18.6** Bushing porcelain shall be robust and capable of withstanding the internal pressures likely to occur in service. The design and location of clamps and the shape and the strength of the porcelain flange securing the bushing to the tank shall be such that there is no risk of fracture. All portions of the assembled porcelain enclosures and supports other than gaskets, which may in any way be exposed to the

atmosphere shall be composed of completely non hygroscopic material such as metal or glazed porcelain.

- 18.7** All iron parts shall be hot dip galvanised and all joints shall be air tight. Surface of joints shall be trued up porcelain parts by grinding and metal parts by machining. Insulator/bushing design shall be such as to ensure a uniform compressive pressure on the joints.

18.8 Tests

In bushing, hollow column insulators and support insulators shall conform to type tests and shall be subjected to routine tests in accordance with IS: 2099 & IS:2544 & IS : 5621.

SECTION-4

SCHEDULE OF GUARANTEED TECHNICAL PARTICULARS

XLPE POWER CABLES (220kV/132kV/33kV)

1. Name of the Manufacturer
2. Country of Manufacturer
3. Type of cable
4. Standard according to which cable is manufactured
5. Rated voltage
6. Nominal cross sectional area of conductor
7. Conductor material
8. Impulse withstand voltage 1.2/50 micro second wave
9. Power frequency withstand voltage
10. Maximum dielectric stress at the conductor
11. Maximum dielectric stress at the conductor
12. Minimum radial thickness of insulation between conductor screen and insulation screen
13. Conductor screen :
 - a) Material
 - b) Nominal thickness
14. Insulation
 - a) Material
 - b) Nominal thickness
15. Insulation Screening
 - a) Material
 - b) Nominal thickness
16. Armouring
 - a) Material
 - b) Dimension of Armouring
17. Metal Sheath
 - a) Minimum radial thickness
 - b) Composition
 - c) Maximum working stress

19. Metallic screen
 - i) Material
 - ii) Nominal area of copper screen.
 - iii) Nominal thickness of open helix copper tape
 - iv) Screen Fault Current
20. Nominal diameter over metal sheath
21. Nominal radial clearance allowed under metal sheath
22. Protective outer covering (sheath):
 - a) Type and composition
 - b) Nominal thickness
 - c) Test voltage at works
23. Nominal overall diameter of completed single core cable with tolerance
24. Nominal weight per meter of complete cable
25. Short circuit capacities with a conductor temperature of 90 deg C with
 - i) 0.5 second duration
 - ii) 1 second duration
 - iii) 2 second duration
 - iv) 3 second duration
26. Minimum radius of bend round which cable can be laid :
 - a) Direct burial in ground
 - b) In ducts
27. Maximum D.C. resistance of conductor per kM at 20 deg C
28. Maximum A.C. resistance of conductor per kM at 90 deg C
29. Equivalent star reactance per kM of 3-phase circuit at 50 Hz
30. Maximum electrostatic capacitance per kM of cable
31. Maximum continuous current carrying capacity per cable when laid in ground in close trefoil at a depth of 1.5 meters (ground temperature 35 deg C soil thermal resistivity 150 deg C cm/watt, maximum conductor temperature 90 deg C)

- a) Only one 3-phase ckt. loaded.
 - b) Both the three phase ckts. Loaded.
32. Maximum continuous current carrying capacity per cable when drawn into pipes (conditions as in item 33 above).
- a) Only one 3-phase ckt. loaded.
 - b) Both the three phase ckts. Loaded.
33. Continuous current carrying capacity which will permit a further 10% overload for two hours without exceeding a maximum conductor temperature of 90 deg C laid (conditions as in item 33 above).
- a) Only one 3-phase ckt. loaded.
 - b) Both the three phase ckts. Loaded.
34. Continuous current carrying capacity which will permit a further 10% overload for two hours with cables drawn into pipes (conditions as in item 33 above).
- a) Only one 3-phase ckt. loaded.
 - b) Both the three phase ckts. Loaded.
35. Max. power factor of charging KVA of cable when laid direct in the ground, at normal voltage, frequency at conductor temperature of 15,30, 45, 65, 90 deg C
36. Max. dielectric power loss of cable per kM per phase of 3-phase circuit, laid direct in ground, at normal voltage, frequency and maximum conductor temperature
37. Max. power factor of charging kVA of cable at normal frequency and at a conductor temperature of 20 deg C and at 0.5, 1.0, 1.5, 2.0 times nominal voltage
38. Sheath loss of cable per kM per phase of 3-phase circuit at normal voltage, frequency at maximum continuous current rating :
- a) Laid direct in ground
 - b) Drawn into ducts
39. Approx. Impedance per kM of 3-phase circuit at 50 c/s and maximum conductor temperature :
- a) Positive and negative sequence
 - b) Zero sequence
40. Attenuation to carrier current signals operating over a frequency range of 50 to 200 Kc/s

- 41. a) Phase to ground characteristic impedance at
 50 to 200 Kc/s
- b) Screening factor
- 42. Maximum drum length of cable
- 43. Approximate shipping weight and size of drums :
 - a) For ----- M length
 - b) For -----M length
- 44. Embossing
- 45. Printing
- 46. Progressive Length Marking



SECTION-5 TECHNICAL CHECKLIST

Technical Requirements for 33kV XLPE Cable

Sl.	Particulars	Reply by bidder.	
1	TECHNICAL QUALIFYING REQUIREMENT		
1.1	Papers for qualifying requirement enclosed.	Confirmed	Yes/No
1.2	The bid shall be submitted by the Manufacturer of the 33kV Cable. Bids submitted by agents will not be considered.	Confirmed	Yes/No
1.3	All the documents shall be submitted in English. Translated pages should be attested by the bidder.	Confirmed	Yes/No
2	Un-priced Offer –.		
2.1	Confirm that all items have been quoted. (If any item has not been quoted, the same shall be specifically brought out in Schedule of Technical Deviation)	Confirmed	Yes/No
3	Cable Lengths		
3.1	Confirm to supply of cables as per section-1	Confirmed	Yes/No
3.2	Cables shall be supplied in returnable wooden or steel drums of heavy construction. Wooden drum shall be properly seasoned sound and free from defects. Wood preservative shall be applied to the entire drum. Drums offered shall conform to relevant standards.	Confirmed	Yes/No
4	Technical		
4.1	Technical Deviations		
4.1.1	Confirm that the cable has been offered as per the requirements of Technical Specification and Technical Deviation sheet has been submitted. Deviations mentioned elsewhere in the bid will not be considered.	Confirmed	Yes/No
4.1.2	Technical Deviation sheet has been submitted.	Confirmed	Yes/No
5	Bar chart		
5.1	Bidder will submit detailed bar chart indicating all the milestones from Engineering till manufacturing/ testing, dispatch to site.	Confirmed	Yes/No
6	TYPE TESTS REQUIREMENTS		
6.1	The 33kV Cables should have been type tested (as per relevant IEC / IS standard).	Confirmed	Yes/No
6.2	Type test report for 33kV cable system shall be submitted with the bid. Differences, if any, in the items offered and those which have been Type tested shall be clearly brought out along with explanation for suitability. Type test reports will be vetted by BHEL/ UPPTCL at contract stage and if the same is not acceptable to BHEL/ UPPTCL, bidder has to repeat type tests without any cost and delivery extension.	Confirmed and enclosed with bid	Yes/No
6.3	The test - reports submitted shall be of the tests conducted after date as per clause 1.5	Confirmed	Yes/No
6.4	In case the test reports are not found technically valid during contract stage by BHEL/ UPPTCL or if the tests were conducted earlier than 5 (five) years prior to the date of bid opening, the bidder shall repeat these test(s) <u>at no extra cost to the purchaser and no delivery implication.</u>	Confirmed	Yes/No



Sl.	Particulars	Reply by bidder.	
	Technical valid - Any error or (any/all additional type tests not carried out) or discrepancy in the test reports vis-à-vis offered equipment due to any design / manufacturing changes (including substitution of components) or non-compliance with the requirement stipulated in the Technical Specification.		
7	INSPECTION & TESTING		
7.1	Inspection and Testing shall be as per approved Quality Plan.	Confirmed	Yes/No
7.2	Validity of SMQP by UPPTCL	Confirmed	Yes/No
8	Construction as per clause 2.3.2 of Section 2	Confirmed	Yes/No

ANNEXURE - A
SCHEDULE OF TECHNICAL DEVIATIONS

Bidder shall list below all technical deviation clause wise w.r.t. tender specifications:

S.No.	Page No.	Clause No.	Deviation	Reason / Justification
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Any deviation not specifically brought out in this section shall not be admissible for any commercial implication at later stage. Except to the technical deviations listed in this schedule, bidder's offer shall be considered in full compliance to the tender specifications irrespective of any such deviation indicated / taken elsewhere in the submitted offer.

Date:

Tenderer's Stamp Signature

1. **Clause No. 1.3 of GTC** – Tender is invited through e-Procurement System only. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://bhel.abcpurchase.com>
Vendors participating through this tender will necessarily have to buy Class-II/III Digital Signature Certificate (DSC) for Signing & Encryption (Required both digital signature certificate: Signing & Encryption) of bids issued by any of the valid Certifying Authorities (approved by Controller of Certifying Authorities) in India.
2. **Clause No. 1.7 of GTC** - For any technical clarification, please contact Sh. Gorav Viz, Sr. Engineer (TBEM); Contact No. 0120-06748457; e-mail: gorav@bhel.in
3. **Clause No. 1.8 of GTC** - For any commercial clarification, please contact Mr. Archana Kumari, Manager (TBMM) / Sh. A K Chowdhary, AGM (TBMM); Contact No. 0120-6748467 / 8129; e-mail: archanak@bhel.in / akchowdhary@bhel.in
4. **Clause No. 2.1 of GTC** - Prices shall be on FIRM basis.
5. **Clause No. 3 of GTC** - Payment Terms: - As per clause 3.1. Supplier bills to be enclosed with billing checklist.
6. Delivery plan – As per activity schedule.
7. Permissible Technical Deviations: No permissible Technical Deviation has been envisaged.
8. Project Status ñ Domestic. GST shall be payable as applicable.
9. **Clause No. 5 of GTC** - As per GTC.
10. **Clause No. 7 of GTC** – As per GTC. If no option is specified, by default option ñ B shall be considered for confirmation.
11. **Clause no. 13 of GTC - (Liquidated Damage)** - 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.
12. **Clause No. – 17 of GTC** - Tender Evaluation – As per GTC.
13. **Clause No. – 19 of GTC** - Arbitration - This clause shall be read as per Annexure-1.
14. **Clause No. 33 for Reverse Auction of NIT shall be as follows:** Not Applicable.
15. **Clause No. 34 of GTC** - Integrity Pact ñ Not Applicable.
16. **Clause No. 39 of GTC** – Quantity Variation ñ (+/- 30%).
17. **Pre qualifying requirement :**
Technical: As per Annexure of PQR in Technical Specification enclosed.
The Bidder must ensure that they confirm the Pre-qualifying requirement.
BHEL Reserves the Right to reject any offer from Bidder in case of Non – Compliance to the Pre-qualifying criteria.
18. **The link for Online Supplier registration Portal is <https://supplier.bhel.in/>.**
19. Endorsed LR is not required in GST regime.
20. Offer of techno – commercially acceptable vendors shall be considered for Price Bid Opening / RA subject to their approval from Customer.
21. **Make in India Declaration:**
For this procurement, the local content to categorize a supplier as class I local supplier / class II local supplier / Non-Local supplier and purchase preference to class I local supplier, is as defined in Public

SPECIAL TERMS & CONDITIONS
Enquiry No. – 91Q2100262 dated 10.11.2020

Procurement (Preference to Make in India), Order 2017 dated 04.06.2020, issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part II bids against this NIT.

“Bidder to specify the percentage of local content as per the format of self-declaration for local content” as per **Annexure-2**.

“This tender is not a global tender and **only class I and ~~Class-II~~** suppliers as defined under the DPIIT order no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 are eligible to bid in this tender. Bids received from **Class II & Non-Local** supplier shall be rejected.”

22. Please refer Clause at **Annexure-3** and Certification at **Annexure-4 / Annexure-5** (whichever is applicable) regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017. Bidder to comply the clause and submit the certification. Non-compliance/ Non-submission of certification will lead to rejection of Offer.
23. Bidder to comply the MOP circular dated 02-07-2020 (**Annexure-6**) and its subsequent amendment, if any, in prescribed format (**Annexure-7**). Non-compliance/ Non-submission will lead to rejection of Offer [**Not Applicable for cases where local content is 100%**].

Vendor to quote as per specified price format of NIT, otherwise their offer shall be liable to be rejected.

Following confirmation to be provided by vendor:

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

IMPORTANT INSTRUCTION: -

- The Notice Inviting Tender (NIT)/ the tender requirement of BHEL will not be henceforth published in newspapers. All the concerned are hereby notified that tender enquiries of BHEL will be published on BHEL tender website (www.bhel.com) and Government’s Central Public Procurement Portal (<https://eprocure.gov.in/>).
- You are requested to kindly note and refer above website for tender of BHEL.
- Bidder to mention their works address below from where material will be supplied to Site.

Works Address- _____

ALL OTHER TERMS AND CONDITIONS SHALL BE AS PER GTC Rev-1.

(Sign and seal of Bidder)

Name:

Signature:

Stamp:

ACTIVITY SCHEDULE

SL. NO.	ACTIVITY		ACTIVITY TIME IN WEEKS	CUMULATIVE TIME IN WEEKS FROM LOI/PO DATE	REMARKS IF ANY
1.	Submission of P.O Acceptance		01	01	
2.	Submission of documents necessary for getting manufacturing clearance like Drawings, data sheet etc.		02	03	
3.	Review and Approval of documents and issue of manufacturing clearance		03	06	
4.	Manufacturing Time		08	14	
5.	Inspection		02	16	
6.	Issue of MICC / MDCC		01	17	
7.	Dispatch		01	18	

Note :

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

Signature & Seal of

Supplier

Date:

CLAUSE NO. 19 OF GTC: ARBITRATION CLAUSE SHALL BE READ AS BELOW:

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

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

Notes:

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

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

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

(B) ARBITRATION (WITH SOLE ARBITRATOR)

- 1.1. Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the Sole Arbitrator and such Arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.
- 1.2. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- 1.3. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) and amended in 2015 and further amendment passed in 2019 or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be New Delhi. The language of arbitration shall be English and the documents shall be submitted in English.
- 1.4. The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator.
- 1.5. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its

CLAUSE NO. 19 OF GTC: ARBITRATION CLAUSE SHALL BE READ AS BELOW:

obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

1.6. **SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN CPSES INTER SE AND CPSE(S) AND GOVERNMENT DEPARTMENT(S)/ ORGANISATION(S) – ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSES DISPUTES (AMRCD) – REGARDING**

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

(C) JURISDICTION AND GOVERNING LAWS

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

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

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

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

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

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

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

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

21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
22. The proceedings of Conciliation under this Scheme may be terminated as follows:
- On the date of signing of the Settlement agreement by the Parties; or,
 - By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
 - By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
 - On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
23. The Conciliator(s) shall be entitled to following fees and facilities:

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

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

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

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

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

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

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

Format 2 to BHEL Conciliation Scheme, 2018

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

To,

M/s. (Stakeholder's name)

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

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

Sir,

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

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

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

Yours faithfully,

Representative of BHEL

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

To,

BHEL

.....

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

Ref: Contract/MoU/Agreement/LOI/LOA No & date ____

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

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

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

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

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor

Name, with designation

Date

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

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

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

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

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

Annexure-2

Item/Package Name :	Medium Voltage Power Cable
Enquiry No.:	91Q2100262 dated 10.11.2020
Project:	UPPTCL Rasara (Ballia)
Type of project	TRANSMISSION
Percentage of Local Content	(Bidder to enter the applicable % of local content)

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

Format of Self certification regarding Local Content in line with PPP-MII order, 2017 & its revision dated 04.06.2020.

Date: / /2020

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

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

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

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

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

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

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

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

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

ii. Date on which this certificate is issued

Annexure-2

Item/Package Name :	Medium Voltage Power Cable
Enquiry No.:	91Q2100262 dated 10.11.2020
Project:	UPPTCL Rasara (Ballia)
Type of project	TRANSMISSION
Percentage of Local Content	(Bidder to enter the applicable % of local content)

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

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

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

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

<Insert Name, Designation and Contact No.>

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not failing in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 - a. An entity Incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity Incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country, or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of Individuals;
 4. Where no natural person is Identified under (1) or (2) or (3) above the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another or to represent another in dealings with third person.

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

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

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

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

Annexure-4

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

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

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

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

Bidder's authorized signatory with stamp & seal

Annexure-5

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

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

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

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

Bidder's authorized signatory with stamp & seal

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

Dated 02/07/2020

ORDER

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

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

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

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

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



(Goutam Ghosh)

Director Tel: 011-23716674 To:

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

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

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

Annexure-7

Vendor Compliance format in bidder letter head

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

Enquiry No :
Project :
Name of items/Package :

SI No	Description	Bidder confirmation
1	The vendor should supply all items in strict compliance to directions issued by Ministry of Power, Govt. of India vide order No. 25-111612018-PG dated 02.07.2020.	Agreed / Disagreed / Not Applicable
2	Vendor shall be responsible for conducting all necessary testing in accordance with testing protocol in line with MoP order.	Agreed / Disagreed / Not Applicable
3	All necessary permissions and approvals from Govt of India for import of equipment/ parts/ components shall be submitted, if equipment/ parts/ components are sourced from prior reference countries.	Agreed / Disagreed / Not Applicable

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

Bidder's authorized signatory
with stamp & seal

Annexure for List of Banks (32 Nos.)

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

Annexure - 2

Certificate by Chartered Accountant on letter head

This is to Certify that M/S
(hereinafter referred to as 'company') having its registered office at
is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II) dtd:.....,
Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small **(Strike off which is not applicable)** Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) **(Strike off which is not applicable)** and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

(Revised Format)

DKM/SS/RK9/18

22
10/06/15



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

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

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

Other Remarks:

Signature with date: _____

Name & Designation: _____

(With Seal)

INSPECTION REQUEST

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

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

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

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

Signature
Name :
Contact No. :
Date :

Distribution :

1. Material Management , BHEL, New Delhi

Note :

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

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited ¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at _____ (name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____ ² hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No _____ dated _____ ³ valued at Rs _____ ⁴ (Rupees -----)/FC _____ (in words _____) for _____ ⁵ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to _____ % (_____ . Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

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

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

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

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

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

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

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

This Guarantee shall remain in force upto and including _____⁶ and shall be extended from time to time for such period as may be desired by Employer.

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

Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁷ we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed _____⁸
- b) This Guarantee shall be valid up to _____⁹
- c) Unless the Bank is served a written claim or demand on or before _____¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated _____ .

Place of Issue _____ .

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

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

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

Check List for Supply bills

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

SCHEDULE OF COMMERCIAL DEVIATION

TENDER ENQUIRY NO. -91Q2100262 dated 10.11.2020

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

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

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

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

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

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

Place: ë ë ë ë ë ë
Date : ë ë ë ë ë ë .

Signature of the authorised representative of

Bidder's name :ë ë ë ë ë ë ë ë ë ë ë ë
Designation:ë ë ë ë ë ë ë ë ë ë ë ë ..
Company Seal:ë ë ë ë ë ë ë ë ë ë ë ë

SCHEDULE OF TECHNICAL DEVIATION

TENDER ENQUIRY NO. -91Q2100262 dated 10.11.2020

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

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

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

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

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

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

Place: ë ë ë ë ë ë ë

Date : .

Signature of the authorised representative of

Bidder's name :ë ë ë ë ë ë ë ë ë ë ë ë ë ë ë ë

Designation:ë ë ë ë ë ë ë ë ë ë ë ë ë ë ë ..

Company Seal:ë ë ë ë ë ë ë ë ë ë ë ë ë ë ë ë