



निविदा / Enquiry

भारत हेवी इलेक्ट्रिकल्स लिमिटेड / BHARAT HEAVY ELECTRICALS LIMITED
पारेषण व्यापार समूह / Transmission Business Group
सामग्री प्रबंधन / Materials Management

Project : TANTRANSCO VELLALAVIDUTHI

Enquiry No	Enquiry Date	Rev No	Rev Date	PI No	Enquiry Type	Inspection by	Due Dt	Commercial Comments	Technical Comments	Signing Authority
27Q2200158	10-Jan-22	0		2712200182	Package		21-Jan-22	As per NIT	POST INSULATORS AS PER TECHNICAL SPEC NO. TB-399-316-004A	Shipra Gupta

Equipment Detail

SN	Material Code	Equipment	HSN Code	Phy Unit	Qty	Plan Dt	Comments
1	TB9274280015	SUPPLY- POST INSULATORS : 400KV, 25MM/KV CREEPAGE, 8KN, POST INSULATOR WITH CORONA RING	0	NO	2.0000		POST INSULATORS AS PER TECHNICAL SPEC NO. TB-399-316-004A.
2	TB3270000345	SERVICES- POST INSULATORS : 400 KV, 8KN SOLID CORE POST INSULATOR REQUIRED FOR DESTRUCTIVE TEST DURING FAT. (APPLICABLE ONLY IF DESTRUCTIVES TEST IS EXECUTED BY INSPECTOR DURING FAT)	0	NO	1.0000		POST INSULATORS AS PER TECHNICAL SPEC NO. TB-399-316-004A.

Instructions to Bidders

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

In your own interest, you are advised to carefully read "the instructions to bidders". Incomplete bids and/or bids not complying with tender conditions shall be treated as non-responsive and are likely to be ignored.

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

You are requested to submit your most competitive offer as stated in Terms & conditions.

BHEL reserves the right to opt for reverse auction for obtaining best prices.

Offers Through E-MAIL / FAX / E-Procurement Portal: WHOSEVER DESIRES TO SEND OFFERS ON THEIR OWN RISK (COMPLETE IN ALL RESPECTS) VIA E-MAIL or FAX HAVE TO SEND THE OFFERS TO THE COMMON E-MAIL ADDRESS tenderbox@bhel.in or 0120-6748581 FAX or bhel.abc.procure.com as instructed. THE RECEIVED EMAIL OFFERS WILL BE PRINTED BY PURCHASE COORDINATOR AND PUT THEM INTO COVERS AS PER CONVENTIONAL METHOD FOR TENDER OPENING I.E., TECHNO COMMERCIAL & PRICE OFFER SHALL BE PUT INTO TWO SEPARATE COVERS AND BOTH THE COVERS ARE KEPT IN THIRD COVER DULY SUPER SCRIBING ENQY. NO. AND DUE DATE. OFFERS SENT TO ANY OTHER E-MAIL ID or FAX NO AND INCOMPLETE OFFERS SHALL NOT BE CONSIDERED FOR EVALUATION PURPOSE. The venders who has sent offers with password, the passwords are to be forwarded to email id: tenderbox@bhel.in

It is suggested that the bidders are advised to send the files with 'password protection'.

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

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

We acknowledge the receipt of tender.

(a) The offer against subject enquiry shall be submitted by the scheduled date and time.

(b) We regret to quote. The item in reference is out of our manufacturing range.

(c) We regret because of our prior commitments.

(d) Any other reason.

To
Shipra Gupta
Bharat Heavy Electricals Limited
Transmission Business Group
Tower-A,5th Floor,
Advant Navis IT Business Park,
Plot No-7,Sector-142,Expressway Noida
Noida-201305
Distt. Gaut am BudhNagar,U.P
Ph: 0120-6748137

हस्ताक्षर और निविदाकार की सील / Signature and Seal of Tenderer

Enquiry No : 27Q2200158 Enquiry Date: 10-Jan-22

SPECIAL TERMS & CONDITIONS

FOR POST INSULATORS FOR TANTRANSCO VELLALAVIDUTHI PROJECT

1. Bidder to submit offer directly through NIC PORTAL.

Bidder may visit <https://eprocurebhel.co.in/nicgep/app>. No other mode for submission of tender is acceptable. Note: This is two part bid and Techno-commercial bid will be opened as scheduled date and time.

2. For any technical clarification, please contact Mr. M Vijay Kumar, Sr. Manager (TBEM); Contact No. 0120-674-8537; e-mail: vijaykumar@bhel.in

3. For any commercial clarification, please contact Ms. Shipra Gupta (TBMM); Contact No.0120- 6748509; e-mail: shipra@bhel.in

4. **Delivery requirement: Proposed delivery plan is IMMEDIATE.** However, vendor has to match their best delivery plan as per below activity schedule table. In case, BHEL's delivery requirement is not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in line with BHEL's delivery requirement. However, if vendor fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such vendor(s).

Sl. NO.	ACTIVITY	ACTIVITY TIME IN WEEKS	REMARKS IF ANY
1	Inputs to vendor by BHEL. Last inputs date will consider	1	BHEL Activity
2	Submission of Documents necessary for getting manufacturing clearance like Drawings, Date sheet etc.	4	Vendor to ensure Delivery completion date mentioned by BHEL
3	Approval of documents/ Manufacturing Clearance from BHEL / Customer *	4	BHEL Time to issue Manufacturing Clearance
4	Manufacturing time	12	Vendor to ensure Delivery completion date mentioned by BHEL
5	Inspection call	2	Vendor to ensure Delivery completion date mentioned by BHEL
6	Customer Inspection & Dispatch Clearance	2	BHEL Time to issue MICC
7	Dispatch	2	Vendor to ensure Delivery completion date mentioned by BHEL

Note – 1 - Supplier to ensure every revised submission incorporating comments within 1 week from the date of comments by BHEL.

5. SCOPE OF SUPPLY AND BOQ (BIDDER TO SUBMIT UN-PRICE BID FORMAT AND ENCLOSED)

SN	ITEM DESCRIPTIONS	UNIT	QTY
1	SUPPLY- POST INSULATORS : 400KV, 25MM/KV CREEPAGE, 8KN, POST INSULATOR WITH CORONA RING	SET	2
2	SERVICES- POST INSULATORS : 400 KV, 8KN SOLID CORE POST INSULATOR REQUIRED FOR DESTRUCTIVE TEST DURING FAT. (APPLICABLE ONLY IF DESTRUCTIVES TEST IS EXECUTED BY INSPECTOR DURING FAT)	SET	1

SPECIAL TERMS & CONDITIONS

FOR POST INSULATORS FOR TANTRANSCO VELLALAVIDUTHI PROJECT

6. **Technical specification Doc. No. TB-399-316-004A Rev 00:** BHEL technical specification is applicable. No permissible Technical Deviation has been envisaged.
7. **Clause No. 2.1 of General Terms & Conditions (GTC) for tender Enquiry / Contract should be as follows:**

PRICES: A. all prices shall be FIRM & Ex-works price including packing & forwarding charges No enhancement of rate for whatsoever reasons unless and until asked by BHEL shall be allowed. Supplier to submit bills along with billing checklist as per **Annexure-III.**

PROJECT STATUS: Domestic in nature. GST is applicable as per prevalent law.

SCOPE OF TENDER: SUPPLY AND SERVICES IN SCOPE OF BIDDER.
8. **Guarantee Clause:** 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 36 months for specified work from the date of completion in all respect and taking over by TANTRANSCO or 18 months from the date of last delivery whichever is later.

Note: Scheduled completion date for project: 27/12/2019.
9. **Performance BG / Deposit Clause:** Not Applicable.
10. **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 PO value for supply per week of delay or part thereof subject to a maximum of 10% of the total Purchase Order value for supply shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD. PO value is defined as PO EX-WORKS & FREIGHT & INSURANCE CHARGES. Other terms as per General Terms and Condition (GTC - BHEL/TBG/GTC/2016 Rev-1).
11. **Inspection agency** –Supplier to submit Quality Plan to BHEL for customer approval. Items to be inspected by customer /BHEL/other agencies authorized by BHEL.
12. **Quantity Variation:** Not Applicable.
13. **REVERSE AUCTION** – Not Applicable.
14. **Make in India (PPP-MII) (Refer clause no: 17 of Addendum of GTC):** This tender is not a global tender and **only class-I** suppliers as defined under the DPIIT order no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 are eligible to bid in this tender. **Bids received from Class-II & Non-Local supplier shall be rejected.** Bidder to specify the percentage of local content as per the format of self-declaration for local content” **endorsed by CA.**
15. **MOP Circular :** APPLICABLE
16. **INTEGRITY PACT:** Not Applicable.
17. **Vendor Approval-** Approval of L1 vendor shall be arranged from customer.
Documents required for vendor approval:-

SPECIAL TERMS & CONDITIONS

FOR POST INSULATORS FOR TANTRANSCO VELLALAVIDUTHI PROJECT

- a. Vendor approval letter from other TANTRANSCO projects/PGCIL/NTPC/public utilities.
- b. Proof of supplies (PO/work order copies of above customers).
- c. Performance certificate (wherever applicable).

18. **TERMS OF PAYMENT CLAUSE** : As per Cl.No. 3.1 & 3.4 of BHEL/TBG/GTC/2016 REV 01.

19. All other terms and conditions shall be as per BHEL/TBG/GTC/2016 REV 01.

20. IMPORTANT INSTRUCTION:

- Bidder to mention QUOTED and GST in % against every items in their UN-PRICED BID FORMAT.
- GeM Seller ID- GeM seller ID is mandatory for the bidders and must be mentioned in their offer. In case at the time of submission of offer GeM seller ID is not available with bidder, then successful tenderer should ensure to have GeM Seller ID prior to award of contract. Department of Expenditure (DOE) OM no. 6/9/2020-PPD dated 24.08.2020 may be referred in this regard.
- In case any discrepancy between the requirements mentioned under special terms & conditions and general terms & conditions, special terms and conditions shall prevail.
- Final acceptance of technical qualified vendor for placement of order is subject to approval of CUSTOMER.
- Bidder who are not approved by customer, needs to submit complete credential (list of documents mentioned in clause no-23 of addendum of GTC) for approval from CUSTOMER & placement of order is subject to approval of CUSTOMER.

		Deviation	Remarks if any
1.	Schedule of Commercial Deviation, if any	NIL	
2.	Schedule of Technical Deviation, if any (Against Technical Specification)	NIL	

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

NAME & SEAL OF TENDERER

Enclosed:

- UN-PRICED BID FORMAT.
- TECH SPEC AND PQR
- ADDENDUM TO GTC
- BHEL/TBG/GTC/2016 REV 01

(TANTRANSCO VELLALAVIDUTHI -400KV, 25MM/KV CREEPAGE, 8KN, POST INSULATOR)

SCHEDULE OF UNPRICED BJD

Enquiry No.:

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

S.NO.	ITEM DESCRIPTION	HSN CODE	UNIT	QUANTITY	UNIT EX WORKS PRICES (INR)	TOTAL EX WORKS PRICES (INR) (Rs.)	GST RATE ON EX WORKS PRICES (%)	GST AMOUNT ON TOTAL EX WORKS PRICES (INR)	UNIT FREIGHT & INSURANCE CHARGES (INR)	TOTAL FREIGHT & INSURANCE CHARGES (INR)	GST ON FREIGHT & INSURANCE CHARGES (%)	GST AMOUNT ON FREIGHT & INSURANCE CHARGES (INR)	TOTAL FOR(D) PRICES (INR)
1	SUPPLY- POST INSULATORS : 400KV, 25MM/KV CREEPAGE, 8KN, POST INSULATOR WITH CORONA RING		SET	2									
2	SERVICES- POST INSULATORS : 400 KV, 8KN SOLID CORE POST INSULATOR REQUIRED FOR DESTRUCTIVE TEST DURING FAT. (APPLICABLE ONLY IF DESTRUCTIVES TEST IS EXECUTED BY INSPECTOR DURING FAT)		SET	1									
A	TOTAL COST (SUPPLY) TO BHEL												

FORMAT ONLY - NOT FOR FILLING PRICE

NOTE:

1. PLEASE NOTE THAT UNPRICED COPY OF PRICE BID (i.e. WITH ALL PRICES BLANKED) SHALL BE FURNISHED ALONG WITH TECHNO-COMMERCIAL BID.
2. REQUIRED COPIES OF FORMAT BE MADE & DETAILS MAY BE ANNE ED.

SIGNATURE & SEAL OF TENDERER

Date: 18.11.2021

**Technical Qualifying Requirement for 400kV Post Insulator for 400/230-110 kV
Vellalaviduthi S/s**

The qualified manufacturer should have manufactured, tested and supplied the entire quantity of tendered electrical equipment/material (400kV) as per the Tender Specification or higher size or higher rating put together to Electricity Boards/Power Utilities, in India during the last Ten years. The same should have been in satisfactory# operation for a minimum period of two years as on date of technical bid opening.

(#) Satisfactory operation means certificate issued by the Customer certifying the operation without any adverse remark.

Note: Date of technical bid opening is 21.08.2017.

Prepared & Checked By


18/11/2021

M. Vijay Kumar
(Sr Manager/TBEM)

Approved By


18/11/21.
S K Shukla
(Sr DGM/TBEM)



BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESS ENGINEERING MANAGEMENT
 NOIDA

DOCUMENT No.	TB-399-316-004A	Rev	00		Prepared	Checked	Approved
CUSTOMER Doc. No.		NAME	MVK	MVK	SKS		
TYPE OF DOC.	TECHNICAL SPECIFICATION	SIGN					
TITLE	400kV POST INSULATORS	DATE	18.11.21	18.11.21	18.11.21		
		GROUP	TBEM				
		W.O. No	87007				
CUSTOMER	TAMIL NADU TRANSMISSION CORPORATION LIMITED (TANTRANSCO)						
PROJECT	400/230-110 kV Substation at Vellalaviduthi						

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00						First Issue	
Rev.	Date	Altered	Checked	Approved	REVISION DETAILS		
Distribution				CUSTOMER	TBMM	O/C	
				-	4	1	

SECTION - 1

1.1 SCOPE

This technical specification covers the requirements of design, manufacture, testing at works, packing & dispatch of 400kV Post Insulators as listed under this specification.

This section covers the scope, specific technical requirements and quantities of Post Insulators. This constitutes minimum technical parameters for the above item as specified by the customer (TANTRANSCO). The offered equipment shall also comply with the General Technical Requirements for the project as detailed under section-3 of this specification.

In case of any discrepancies between the requirements mentioned under Section-1, Section-2 and those specified in Section-3, the order of preference shall be Section-1, then Section-2 followed by Section-3 and shall be treated as binding requirement.

The equipment is required for the following project:

Name of the Customer : TAMIL NADU TRANSMISSION CORPORATION LIMITED
(TANTRANSCO)
Name of the Project : 400/230-110 kV Substation at Vellalaviduthi

The scope of supplies shall be as per commercial terms and conditions enclosed separately with the enquiry.

1.2 SPECIFIC TECHNICAL REQUIREMENTS

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

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.

The equipment shall also comply to the following:

- a) To facilitate erection of equipment, all items to be assembled at site shall be “match marked”.

Equipments and system shall be designed to meet the specification brought out in Annexure-1 enclosed with this Section.

1.3 BILL OF QUANTITIES

Sl. No.	Description	Unit	Total Qty.
1.	420 kV, 8kN Solid Core Post Insulators as Bus Post Insulator complete in all respects (with corona ring)	Nos	2
2.	Services- Post Insulators : 400 kV, 8kN Solid Core Post Insulator required for Destructive Test during FAT. (Applicable only if Destructive	Nos	1

	Test is executed by Inspector during FAT)		
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NOTE:

- 1) Post insulator shall be supplied complete with Hot Dip Galvanised hardware for inter unit joining and fixing to structure (both top & bottom).
- 2) Length of bolts for fixing Post insulator to mounting structure shall be decided on the basis of 12mm thickness top plate of structure.
- 3) Post insulators shall be suitable for hot line washing.


1.4 TYPE TESTING

Bidder shall submit valid type test reports (as per relevant IEC/IS Standard) for approval. The type test reports submitted shall be of tests conducted within within 10(Ten) years as on date of technical bid opening (i.e. 21.08.2017) or after opening of tender i.e. at the time of sub vendor approval from Government / Govt recognized laboratories conforming to latest IS/IEC only. The bidder should have conducted type tests on identical or similar equipment/ components to those offered. If these tests have been conducted more than 10 years prior from the date of technical bid opening or after opening of tender i.e. at the time of sub vendor approval or type test reports are found to be technically unacceptable to BHEL/TANTRANSCO, the type tests shall be conducted without cost and delivery implication to BHEL.

1.5 QUALITY PLAN

Bidder to follow valid TANTRANSCO/BHEL approved Quality Plan. In case the bidder don't have TANTRANSCO approved QP, it will be the bidder's responsibility to get its QP approved directly from the ultimate customer.

1.6 PROJECT TITLE BLOCK

CUSTOMER	TAMIL NADU TRANSMISSION CORPORATION LIMITED (TANTRANSCO)		
PROJECT	400/230-110 kV Substation at Vellalaviduthi		
CONTRACT NO	LOA No. CE/TR/SE/TR IV/EE3/AEE1/F.T-2004/LOA2966/D080/2018, dt. 28.06.2018		
BHEL P.O. No.		PROJ. DOC. No.	REV. No.
CONTRACTOR	BHARAT HEAVY ELECTRICALS LIMITED		
<i>VENDOR'S STANDARD TITLE BLOCK</i>			

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SECTION -16 SOLID CORE INSULATORS

The post type insulators shall conform in general to latest IS: 2544, IEC-168 and IEC – 815

1.0 Constructional Features

1.1 Post type insulators shall consist of a porcelain part permanently secured in a metal base to be mounted on the supporting structures. They shall be capable of being mounted upright. They shall be designed to withstand any shocks to which they may be subjected to by the operation of the associated equipment. **Only solid core insulators will be acceptable.**

1.2 Porcelain used shall be homogeneous, free from lamination, cavities and other flaws or imperfections that might affect the mechanical or dielectric quality and shall be thoroughly vitrified, tough and impervious to moisture.

1.3 Glazing of the porcelain shall be of uniform brown in colour, free from blisters, burrs and other similar defects.

1.4 The insulator shall have alternate long and short sheds with aerodynamic profile. The shed profile shall also meet the requirements of IEC-815 for the specified pollution level.

1.5 When operating at normal rated voltage there shall be electric discharge between conductor and insulator which would cause corrosion or injury to conductors or insulators by the formation of substance produced by chemical action.

1.6 The design of the insulators shall be such that stresses due to expansion and contraction in any part of the insulator shall not lead to deterioration

1.7 All ferrous parts shall be hot dip galvanized in accordance with the latest edition of IS: 2633, & IS: 2629. the zinc used for galvanizing shall be grade zn99.95 as per IS: 209. the zinc coating shall be uniform adherent, smooth, reasonably bright, continuous and free from imperfections such as flux ash, rust stains, bulky white deposits and blisters. The metal parts shall not produce any noise generating corona under the operating conditions.

1.8 a) Every bolt shall be provided with a steel washer under the nut so that part of the threaded portion of the bolts is within the thickness of the parts bolted together.

b) Flat washer shall be circular of a diameter 2.5 times that of bolt and of suitable thickness. Where bolt-heads/nuts bear upon the beveled surfaces they shall be provided with square tapered washers of suitable thickness to afford a seating square with the axis of the bolt.

d) All bolts and nuts shall be of steel with well formed hexagonal heads forged from the solid and shall be hot dip galvanized. The nuts shall be good fit on the bolts and two clear threads shall show through the nut when it has been finally tightened up.

1.9 Bidder shall make available data on all the essential features of design including the method of assembly of shells and metals parts, number of shells per insulator, the manner in which mechanical stresses are transmitted through shells to adjacent parts, provision for meeting expansion stresses, results of corona and

thermal shock tests, recommended working strength and any special design or arrangement employed to increase life under service conditions.

2.0 Tests

In accordance with the stipulations of the specification, the post insulators shall be subject to type, acceptance, sample and routine tests as per IS: 2544 and IEC 168.

2.1 In addition to acceptance/sample/routine tests as per IS: 2544 and IEC 168, the following tests shall also be carried out.

- a) Ultrasonic test as an acceptance test
- b) Soundness test, metallurgical test and magnetic test on MCI caps and pedestal test as acceptance test.
- c) All hot dip galvanized components shall be subject to check for uniformity of thickness and weight of zinc coating on sample basis.
- d) The bending test shall be carried out at 50% minimum failing load in four directions as a routine test and at 100% minimum failing load in four directions as an acceptance test.
- e) Acceptance norms for visual defects allowed at site and also at works shall be agreed in the Quality plan.

2.2 In accordance with the stipulation of specification, the following type tests, reports of the post insulators shall be submitted for approval.

- a) Power frequency withstand test (dry & wet)
- b) Lightning impulse test (dry)
- c) Switching impulse test (wet) (For 420 kV Insulator only)
- d) Measurement of R.I.V (Dry)
- e) Corona extinction voltage test (Dry)
- f) Test for deflection under load
- g) Test for mechanical strength

2.3 Technical parameters of Bus Post Insulators

a) Type	Solid Core	Solid Core	Solid Core
b) Voltage class (kV)	420	230	110
c) Dry and wet one minute power frequency withstand voltage (kV rms)	680	460	275
e) Dry lightning impulse withstand voltage (kVp)	+/-1425	+/-1050	+/-650
f) Wet switching surge withstand voltage (kVp)	+/-1050	-	-
g) Max. radio interference Voltage (in microvolts) At voltage of 305 kV (rms) And 156 (rms) for 400 kV & 220 kV respectively between phase to ground	500	500	500
g) Corona extinction Voltage(kV rms)	320(Min.)	156(Min)	105(min)
h) Total minimum cantilever strength (kg)	800	800	600

i)	Minimum torsional moment	As per IEC-273		
j)	Total height of insulator (mm)	3650	2300	1050

-

(minimum)

Necessary sub- Structure/stool Required to match Bus height using Standard structure Shall be provided by the Contractor.

k)	P.C.D.			
	Top (mm)	127	127	127
	Bottom (mm)	300	184/210	184/210
k)	No.of bolts		254	
	Top	4	4	4
	Bottom	8	4	4
m)	Diameter of bolt/hotes(mm)		8	
	Top	M16	M16	M16
	Bottom dia	18	18	18
n)	Pollution level as per IEC-815		Heavy (III)	
o)	Minimum total creepage			
	Distance for Heavy Pollution (MM)	10500	6125	3165

2.4 If corona extinction voltage is to be achieved with the help of corona ring or any other similar device, the same shall be deemed to be included in the scope of the Contractor.

SECTION – 3

PROEJCT DETAILS & GENERAL TECHNICAL REQUIREMENT

3.0 FOREWORD

The provisions under this section are intended to supplement general requirements for the materials, equipment's and services covered under other sections.

3.1 PROJECT INFORMATION AND SYSTEM PARAMETERS

- a) Customer : M/s Tamil Nadu Transmission Corporation Limited
- b) Project Title : 400/230-110 kV Substation at Vellalaviduthi
- c) Transport facilities : Road/Rail

Physical and other parameters:

- 3.1.1 Location of the substation : Vellala viduthi, Pudukottai district
- 3.1.2 Nearest Railway station : Pudukottai
Railway : Southern Railway
- 3.1.3 Meteorological data
- | | |
|--|----------------|
| (i) Maximum ambient temperature | : 50°C |
| (ii) Minimum ambient temperature | : 20°C |
| (iii) Maximum daily average ambient air temperature | : 45° C |
| (iv) Maximum yearly average ambient air temperature | : 32° C |
| (v) Maximum Humidity (%) | : 100% |
| (vi) Average thunder storm days per annum | : 50 |
| (vii) Average rainy days per annum | : 90 |
| (viii) Average annual rainfall (mm) | : 1000 mm |
| (ix) No. of months during which tropical monsoon condition prevail | : 5 |
| (x) Maximum wind pressure | : 150 Kgf/Sqmm |
| (xi) Altitude above MSL | : 1000M |

However for design purpose, ambient temperature should be considered as 50° C and relative humidity as 100%.

MAIN ELECTRICAL PARAMETRS:		
a)	Fault Levels	400kV: 63kA for 1 sec. 230kV: 40kA for 3 sec. 110kV: 40kA for 3 sec.
a)	Creepage Distance	25mm/kV

3.1.4 AUXILIARY POWER SUPPLY :

Auxiliary electrical equipment's, maintenance equipment's etc., shall be suitable for operation on the following supply system.

3 phase AC Supply	415V, 3 phase 4 wire, 50 Hz, neutral grounded AC supply -10% to +10%, Frequency +/- 5%
1 phase AC supply	240V, single phase, 50 Hz, neutral grounded AC supply -10% to +10%, Frequency +/- 5%,
DC supply	220V, 2 wire DC supply + 10% to -15%, Ungrounded 48V, 2 wire DC supply , Positively earthed

3.2 GENERAL REQUIREMENT

3.2.0 ALL THE EQUIPMENTS / MATERIALS TO BE SUPPLIED SHOULD BE IN ACCORDANCE WITH RELEVANT LATEST / AMENDED IS/IEC, WHETHER IT HAS BEEN SPECIFICALLY MENTIONED IN THE SPECIFICATION OR NOT.

3.0.1 The bidder shall also furnish drawings for the following:

All EQUIPMENTS and type of clamps, fittings hardwares, insulators, bus bar. These designs/ drawing shall be got approved by the purchaser before commencing the manufacture/ construction/ erection and are to be as per latest IS/ IEC.

3.2.2 GENERAL:

The bidder shall be fully responsible for providing all equipment, materials system and services specified or otherwise which are required to complete the construction and successful commissioning of the substation in all respects.

Any other items not specifically mentioned in the specification but which are required for erection of materials/equipment under the scope of work, testing and commissioning are deemed to be included in the scope of the specification unless specifically excluded.

All items shall be supplied as per schedule and as specified in the relevant Indian standard of latest revision. The Technical specification of the main materials/equipment is furnished. The Technical specification contained herein for the materials are for the guidance of the tenderer.

The bidders are requested to procure the equipment's/materials/component only from reputed /qualified manufacturer as per Technical requirement stipulated in Section-1 of Technical specifications. Approval of make of item shall be taken up by vendor from TANTRANSCO himself.

3.3 SPECIFIC REQUIREMENT

The bidder shall furnish make/manufacturer, catalogues, engineering data, technical information, design documents, drawings etc., fully in conformity with the technical specification and get approval from competent authority before commencement of any work.

All steel materials, other than materials for earthing should be of galvanized if not specified.

3.4 STANDARD:

The works covered by the specification shall be designed, engineered, manufactured, built, tested and commissioned in accordance with the Acts, Rules, Laws and Regulations of India.

The equipment to be furnished under this specification shall conform to latest issue with all amendments (as on the date of bid opening) of standards specified in the specification.

The Bidder shall note that standards mentioned in the specification are not mutually exclusive or complete in themselves, but intended to complement each other.

The Bidder shall also note that list of standards presented in this specification is not complete. Whenever necessary the list of standards shall be considered in conjunction with specific IS/IEC.

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.

3.5 TEST CERTIFICATE:

Copies of all test certificates relating to material to be procured by the contractor for the works shall be forwarded to the OWNER.

3.6 TESTS :

All the tests as per relevant IS/IEC shall be carried out.

3.7 MATERIALS AND WORKMANSHIP:

All the materials shall be of the best class and capable of satisfactory operation in the tropics with humid atmosphere conditions. Unless otherwise specified, they shall conform to the requirements of the appropriate IS/IEC.

The workmanship shall be of the best grade and the entire construction in accordance with the best modern practice.

The equipment shall be designed to facilitate inspection and repairs and to ensure satisfactory operation under atmosphere condition prevailing at site and under such sudden variation of load and voltage as may be met with under working conditions in the system including those due to faulty synchronizing and short circuit within the rating of the apparatus.

The design shall incorporate every reasonable precaution and provision for the safety of all those concerned in the operation and maintenance of the equipment.

All the equipments should operate without undue vibration and with the least practicable amount

of noise.

3.8 INSPECTION :

The inspection may be carried out by the TANTRANSCO/BHEL at any stage of manufacture. The supplier shall grant free access to TANTRANSCO's/BHEL representative at a reasonable time when the work is in progress. The TANTRANSCO/BHEL shall have access at all times to the works and all other places of manufacture/fabrication, where the equipments are being manufactured/fabricated and the bidder shall provide TANTRANSCO's/BHEL representative all facilities for unrestricted inspection of the works, raw materials, manufacture of all the accessories and for conducting necessary tests.

Inspection and acceptance of any equipment under this specification by the TANTRANSCO/BHEL shall not relieve the supplier of his obligation of furnishing equipment in accordance with the specification and shall not prevent subsequent rejection if the equipment is found to be defective. The supplier shall keep the TANTRANSCO/BHEL informed in advance, about the manufacturing programme so that arrangement can be made for inspection.

The TANTRANSCO/BHEL , reserves the right to insist for witnessing the acceptance/routine testing of the bought out items. No material shall be dispatched from its point of manufacture unless the material has been satisfactorily inspected and tested.

The correct grade and quality of steel shall be used by the supplier. To ascertain quality of steel, the TANTRANSCO/BHEL may at his discretion get the material tested at an approved laboratory.

The bidder shall take an account the fabrication wastage while quoting the rates. The Employer will not accept any liability in connection with the wastage of steel during fabrication or otherwise. Steel shall be procured exclusively from the main producers. However, sections not rolled by main produces can be procured from reroller, provided rerolling of structural steel section is done from billets/ingots of tested quality. Rerolled sections are duly tested as per relevant standards. Supplier should obtain approval of list of primary producers of Steel and Zinc before Proto assembly.

The BHEL/TANTRANSCO or his representative shall have the right to inspect and/or test the goods /works to confirm their conformity to the supplier. BHEL/TANTRANSCO shall notify the supplier in writing of the identity of any representatives authorized for these purposes.

The inspections and tests may be conducted on the premises of the supplier or his Sub vendor at the point of delivery and /or at the goods' final destination. Where tests are conducted in the premises of Supplier, all reasonable facility and assistance including access to drawings and production data shall be furnished at no charge to the BHEL.

Should any inspected or tested goods fail to conform to specifications, the BHEL/TANTRANSCO may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the BHEL/TANTRANSCO within one week of intimation.

The BHEL/TANTRANSCO's right to inspect, test and where necessary reject the goods after the goods; arrival at the site, shall in no way be limited or waived by reason of the goods having been previously inspected. Tested and passed by the BHEL/TANTRANSCO or his representative prior to the goods dispatch.

Not less than 15 (Fifteen) days advance intimation shall be given about the quantity of materials that will be ready for inspection by the officers of TANTRANSCO/ BHEL/Third agency authorized by the Corporation. The materials should not be dispatched without instruction from the Corporation.

3.9 GUARANTEE:

The supplier shall guarantee that the goods under the Contract are new, unused of the most recent or current models and incorporated all recent improvements in design and materials unless provided otherwise in the Contract. The supplier shall further guarantee that the goods supplied under this Contract shall have no defects arising from design, materials or workmanship, installation and erection, if that may develop under normal use of the supplied goods. The supplier shall also guarantee the performance of the works executed by him including the performance of all the materials/goods supplied by him.

BHEL shall promptly notify supplier in writing of any claims arising under guarantee in respect of goods. Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective works or parts thereof, free of cost at site. All the expenses towards transportation of defective parts to supplier's works and of repaired/replaced parts to site shall be borne by the Supplier.

If the Supplier, having been notified, fails to remedy the defects within 14 days, the BHEL will proceed to take such remedial action as may be necessary, at the supplier's risk and expenses. All expenses in this regard will be recovered from Supplier.

3.10 PRE COMMISSIONING TESTING (if applicable) :

On completion of erection of equipment's and before charging each item of equipment's shall be thoroughly cleaned and inspected jointly by the TANTRANSCO/ BHEL and the bidder for correctness and completeness of installation and acceptability for charging leading to initial pre commissioning test. The pre commissioning testing to be carried all equipment's in the presence of BHEL/ TANTRANSCO. Necessary tools, testing kits to be arranged by the Supplier.

3.11 DOCUMENTATION :

All drawings shall conform to relevant international standards Organization (ISO) specification. All drawings shall be in ink and suitable for micro filming. All dimensions and data shall be in S.I. units.

3.12 PAINTING, GALVANISING :

All interiors and exteriors of all metal parts shall be thoroughly cleaned to remove all rust, scales, corrosion, greases or other adhering foreign matter and the surfaces treated by phosphating (e.g. seven tank phosphating sequences).

All metal surfaces exposed to atmosphere shall be given, in addition to the treatment, 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 limits specified. The paint shall not scale off or wrinkle or be removed by abrasion due to normal handling. All external paintings shall be as per shade **No.697/631 of IS-5**.

Paint inside the metallic housing shall be of anti condensation type and the paint on outside surfaces shall be suitable for outdoor installation.

All components shall be given adequate treatment of climate proofing as per **IS: 3202** so as to withstand corrosive and several service conditions.

All ferrous parts including all sizes of nuts, bolts, support channel structures, etc. as also the mechanism housing shall be hot dip galvanized conforming to latest version of IS : 2629 or epoxy painted. Spring washers shall be electro-galvanised.

All members of the structure members shall be hot dipped galvanised with a zinc coating of **610 gms. per square metre** . Galvanising shall be done after a work is completed, except that the nuts may be tapped or rerun after galvanization. The zinc coating shall be smooth, clean, of uniform thickness and free from defects. The preparation for galvanising itself shall not adversely affect the mechanical properties of the coated materials. The employer shall be at liberty to have the samples of zinc used, test checked in any laboratory at his own cost and reject the particular supply if it is below standard.

All galvanised material shall withstand test as per IS 2633-1972 or any other equivalent standard. The zinc used for galvanising fabricated material shall be of high grade Electrolytic zinc of 99.99% purity.

All nuts and pins shall be adequately locked. Nuts, bolts and pins used inside the transformer and tap-changer compartment where gaskets are not used shall be provided with spring washers or locknuts. Where galvanizing is specified, it shall be applied by the hot dipped process or by electro-galvanizing process and for all parts, other than steel wires, shall consist of a thickness of zinc coating equivalent to not less than 610gm of zinc per square meter of surface. The zinc coating shall be smooth, of uniform thickness and free from defects.

3.13 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.

3.14 PROTECTION

All coated surfaces shall be protected against abrasion, impact, discoloration and any other damages. All exposed threaded portions shall be suitably protected with either a metallic or a non-metallic protecting device. All ends of all valves, pipings and conduit equipment connections shall be properly sealed with suitable devices to protect them from damage.

All equipment accessories and wiring shall have fungus protection, involving special treatment of insulation and metal against fungus, insects and corrosion. The parts which are likely to get rusted, due to exposure to weather should also be properly treated and protected in a suitable manner. Screens of corrosion resistant material shall be furnished on all ventilating louvers to prevent entry of insects.

3.15 FUNGI-STATIC VARNISH

Besides the space heaters, special moisture and fungus resistant varnish shall be applied on the 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 to the varnish.

3.16 DEGREE OF PROTECTION

The supplier shall propose following Degree of protection for those equipment/Items for which the degree of protection has not been specified in the specification for the approval of BHEL/TANTRANSCO. The decision of BHEL/TANTRANSCO shall be final. 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 outdoor: IP-55
- b) Installed indoor in air conditioned area: IP-42
- c) Installed in covered area IP:52
- d) For LT switchgear (AC & DC distribution Boards): IP-54

The degree of protection shall be in accordance with IS: 13947 (Part-1)/ IEC-60947 (Part-1)/ IS 12063 / IEC-60529. Type test report for degree of protection test on each type of the box shall be submitted for approval.

3.17 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 operation,

shall be furnished by the Contractor unless specifically excluded under the exclusions in these specifications and documents.

3.18 RATING PLATES, NAME PLATES AND LABELS :-

The equipments shall be provided with a rating plate or plates marked with but not limited to following data whatever needs to that particular equipments (as applicable).

- (a) Manufacturer's name or trade mark.
- (b) Serial number and type design making it possible to get all relevant information from the manufacturer.
- (c) Year of manufacture.
- (d) Rated voltage
- (e) Rated insulation level.
- (f) Rated frequency
- (g) Rated Normal current.
- (h) Rated short circuit breaking current
- (i) First pole to clear factor
- (j) Rated duration of short circuit
- (k) Rated auxiliary D.C. supply voltage of closing and opening devices.
- (l) Rated pressure of SF6 gas for operation and interruption.
- (m) Rated out of phase breaking current.
- (n) Rated supply voltage of auxiliary circuit.
- (o) Rated supply frequency of auxiliary circuits.
- (p) Purchase Order Number and Date.

The rating plate shall be visible in position of normal service and installation. The rating plate shall be weather proof and corrosion proof.

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 BHEL/TANTRANSCO. The rating plate of each equipment shall be according to IEC requirement.

All such nameplates, instruction plates, rating plates of transformers, reactors, CB, CT, CVT, SA, Isolators, C & R panels and PLCC 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. During approvals drawings of Rating/name plates/labels shall also be submitted.

3.19 TERMINAL CONNECTORS :

The terminal connectors shall meet the following requirements.

- a. Terminal connectors shall be manufactured and tested as per IS : 5561.
- b. All castings shall be free from blow holes, surface blisters, cracks and cavities.

-
- c. All sharp edges and corners shall be blurred and rounded off.
 - d. No part of a clamp shall be less than 10mm thick.
 - e. All ferrous parts shall be hot dip galvanized conforming to IS: 2633.
 - f. For bimetallic connectors, copper alloy liner of minimum thickness of 2mm shall be cast integral with Aluminium body. Flexible connectors shall be made from tinned copper.
 - g. All current carrying parts shall be designed and manufactured to have a minimum contact resistance.
 - h. Connectors shall be designed to be corona free in accordance with the requirements stipulated in IS : 5561.
 - i. Terminal connectors shall be for Twin Moose Conductor with a spacing of 450mm between the conductor.

3.20 EARTHING :

The operating mechanism housing, control cabinets, support structure etc. shall be provided with two separate earthing terminals suitable for bolted connection to 50x8mm mild steel flat to be provided for connection to station earth mat.

Circuit breakers, LA, Isolator, CVT, CT, BPI shall be provided with two grounding pads suitable for connection to galvanized steel flat of Size 75x12 mm. Control panels, Relay panel, outdoor marshalling boxes, Junction boxes, Lighting panels and distribution board shall be provided with two grounding pads, for connection to galvanized steel flat. The two pads shall be provided, one each at the middle of the two opposite sides of the bottom frame of the equipment. Earthing of hinged door shall be done by using a separate earth wire.

3.21 TERMINAL BLOCKS AND WIRING

Control and instrument leads from the switchboards or from other equipment will be brought to terminal boxes or control cabinets in conduits. All Inter-phase and external connections to equipment or to control cubicles will be made through terminal blocks.

Terminal blocks shall be 1100 V grade and have continuous rating to carry the maximum expected current on the terminals. Those shall be of moulded piece complete with insulated barriers stud type terminals, washers, nuts and lock nuts. Screw clamp, overall insulated, insertion type, rail mounted terminals can be used in place of stud type terminals. But preferably the terminal blocks shall be non-disconnecting stud type equivalent to Elmex type CATM4, Phoenix cage clamp type of Wedge or equivalent. The Insulating material of terminal block shall be nylon 6.6 which shall be free of halogens, fluorocarbons etc.

Terminal block for current transformer and voltage transformer secondary leads shall be provided with test links and isolating facilities. The current transformer secondary leads shall also be provided with short circuiting and earthing facilities.

The terminal shall be that maximum contact area is achieved when a cable is terminated. The terminal shall have a locking characteristic to prevent cable from escaping from the terminal clamp unless it is done intentionally. The conducting part in contact with cable shall preferably be tinned or silver plated however Nickel plated copper or zinc plated steel shall also be acceptable. The terminal blocks shall be of extensible design. The terminal blocks shall have locking arrangement to prevent

its escape from the mounting rails.

The terminal blocks shall be fully enclosed with removable covers of transparent, non-deteriorating type plastic material. Insulating barriers shall be provided between the terminal blocks. These barriers shall not hinder the operator from carrying out the wiring without removing the barriers.

Unless otherwise specified terminal blocks shall be suitable for connecting the following conductors on each side.

All circuits except CT circuits : Minimum of 2 nos. of 2.5 sq.mm.copper flexible.

All CT circuits : Minimum of 4 nos. of 2.5 sq.mm, copper flexible.

The arrangements shall be in such a manner so that it is possible to safely connect or disconnect terminals on live circuits and replace fuse links when the cabinet is live. At least 20 % spare terminals shall be provided on each panel/cubicle/box and these spare terminals shall be uniformly distributed on all terminals rows.

There shall be a minimum clearance of 250mm between the first bottom row of terminal block and the associated cable gland plate. Also the clearance between two rows of terminal blocks shall be a minimum of 150 mm. The Supplier shall furnish all wire, conduits and terminals for the necessary inter-phase electrical connection (where applicable) as well as between phases and common terminal boxes or control cabinets.

All input and output terminals of each control cubicle shall be tested for surge withstand capability in accordance with the relevant IEC Publications, in both longitudinal and transverse modes. The supplier shall also provide all necessary filtering, surge protection, interface relays and any other measures necessary to achieve an impulse withstand level at the cable interfaces of the equipment. TB sizes for incoming power supply shall be informed/confirmed during drawing approval stage.

3.22 CONTROL CABINETS, JUNCTION BOXES, TERMINALS BOXES AND MARSHALLING BOXES FOR OUTDOOR EQUIPMENTS

All types of boxes, cabinets etc. shall generally conform to and be tested in accordance with IS-5039, IS-8623 or IEC-439, as applicable and the clause given below.

Control cabinet, Junction boxes, Marshalling boxes & Terminal boxes shall be made of sheet steel. Sheet steel used shall be at least 2.0 mm thick cold rolled or 2.5 mm hot rolled. The box shall be properly braced to prevent wobbling. There shall be sufficient reinforcement to provide level surfaces, resistance to vibrations and rigidity during transportation and installation. Cabinet/boxes shall be free standing floor mounting type, wall mounting type or pedestal mounting type as per requirements.

Cabinet /boxes shall be provided with double hinged doors with padlocking arrangements. The distance between two hinges shall be adequate to ensure uniform sealing pressure against atmosphere. The quality of gaskets shall be such that it does not get damaged/cracked during the operation of the equipment.

All door, removable covers and plates shall be gasketed all around with suitably profiled Neoprene /EPDM gaskets. The gasket shall be tested in accordance with approved quality plan. The quality of gasket shall be such that it does not get damaged /cracked during the years of the equipment or its major overhaul whichever is earlier. All gasketed surfaces shall be smooth, straight and reinforced if necessary to minimize distortion and to make a tight seal. Ventilating Louvers, if provided, shall have screen and filters. The screen shall be fine wire mesh made of brass.

All boxes/cabinets shall be designed for the entry of cables from bottom by means of weather proof and dust-proof connections. Boxes and cabinets shall be designed with generous clearances to avoid interference between the wiring entering from below and any terminal blocks or accessories mounted within the box or cabinet. Suitable cable gland plate projecting at least 150 mm above from the base of the Marshalling Kiosk/box shall be provided for this purpose along with the proper blanking plates. Necessary number of cable glands shall be supplied and fitted on this gland. The gland shall project at least 25mm above gland plate to prevent entry of moisture in cable crutch. Gland plate shall have provision for some future glands to be provided later, if required.

3.23 SPACE HEATERS

The heater shall be suitable for continuous operation at 240 V AC supply voltage and shall be provided with on – off switch and fuse shall be provided for heater.

One or more adequately rated, thermostatically connected heaters shall be supplied to prevent condensation in any compartment.

3.24 DELIVERY OF GOODS AND DOCUMENTS RELATED THERETO:

Delivery of goods shall be made by the supplier in accordance with the terms specified by the BHEL in its schedule of requirements.

3.25 INCIDENTAL SERVICES:

The Supplier is required to provide any or all the services broadly outlined in the Technical specification. Any other minor incidental service related to the scope of work like providing necessary assistance whether specifically mentioned or not must be carried out by the Supplier at his own cost. All tools, Tackles Plant etc., required for completion of above works shall be brought by the Supplier.

3.26 DISCREPANCIES BETWEEN DRAWING AND SPECIFICATION:

Should there be any discrepancy between the specifications and/or schedule of prices and/or drawings or any inconsistency, error or omission in either of them, reference must be made to the BHEL/TANTRANSCO for an explanation and the Supplier will be held responsible for any errors that may occur in the work through neglect of this precaution. The explanation of the BHEL/TANTRANSCO shall be final and binding on the Supplier.

3.27 LIST OF DRAWINGS AND DOCUMENTS :

The drawings for the equipments provided by the TANTRANSCO/BHEL shall be followed strictly by the bidder while designing. For the rest of the equipments, the design is in the scope of the bidder and the same got approved by the TANTRANSCO/BHEL.

The bidder shall furnish one set of relevant descriptive and illustrative published literature pamphlets and the following drawings/documents for preliminary study along with the Offer (as applicable). (Drawings, GTP, type test reports, list of past supplies etc. Drawings & documents submitted at the time of offer shall be subject to review at contract stage)

- (i) General outline drawings showing dimensions and shipping weights, quantity of insulating media, etc.
- (ii) Sectional views showing the general constructional features of the equipment (eg. Breaker drg includes operating mechanism, arcing chambers, contacts with lifting dimensions for maintenance).
- (iii) Schematic diagrams of equipment (eg. Breaker drg includes for control supervision and re-closing.)
- (iv) Structural drawing, design calculations and loading data for support structures.
- (v) Foundation drilling plan and loading data for foundation design.
- (vi) The Type Test Reports
- (vii) Bill of materials shall be furnished along with drawings.

The supplier shall, within 1 week of placement of order submit six sets of final version of all the above drawings for TANTRANSCO/BHEL approval. The TANTRANSCO/BHEL shall communicate its comments/approval on the drawings to the supplier within reasonable period. The Supplier shall, if necessary, modify the drawings and resubmit six copies of the modified drawings for TANTRANSCO/ BHEL approval within one week from the date of comments. After receipt of TANTRANSCO/BHEL approval, the supplier shall, within two weeks, submit 8 prints and two good quality reproducible of the approved drawings for TANTRANSCO/BHEL use. However the drawing approval does not absolve the supplier from complying with the terms of the specification.

The following should be supplied to each consignee circle along with the initial supply of equipments ordered.

- 1) Five copies of printed and bound volumes of operation, maintenance and erection manual in English along with the copies of approved drawings and type test reports etc.
- 2) Three sets of manuals detailed in item (1) shall be supplied to the TANTRANSCO/BHEL within one week from the date of approval of drawings.
- 3) The spares for the Equipment's ordered under the scope of the Contract should also be supplied to the consignee circle along with initial supply of the equipments.
- 4) It should be noted that if the above conditions are not fulfilled the initial payment will not be released.

Note: The supplier may please note that all resubmissions must incorporate, all comments given in the submission by the TANTRANSCO/BHEL failing which the submission of documents is likely to be returned. Every revision shall have a revision number, date and subject, in a revision block provided in the drawing, clearly marking the changes incorporated.

Following Documentation schedule to be followed

S. No.	DESCRIPTION	TENDER STAGE	CONTRACT STAGE FOR APPROVAL		
			PRINTS	PRINTS	CDs
1	Drawings and Data Sheets	1	6	10	5
2	Drawings "As Built "	-	-	10	

3	Type Test Reports	1	6	10	
4	Erection Manuals	-	6	10	
5	Operation and Maintenance Manuals	-	6	10	
6	Manufacturing Quality Plan	-	6	10	
7	Field Quality Plan	-	6	10	
8	Inspection Test Reports	-	6	10	

Note: Drawings will also be submitted in CD/DVD in Latest AUTOCAD-2004 or Later version or any other CAD package along with conversion files for all major items. Final Documentation shall be submitted in bound volumes with details of Customer & Project etc. written on top.

3.28 QUALITY ASSURANCE PLAN :

The bidder shall invariably furnish following information along with his offer.

(i) Statement giving list of important raw materials including but not limited to:

- (a) Contact material
- (b) Insulation
- (c) Porcelain
- (d) Sealing material
- (e) Contactor, limit switches, etc. in control cabinet.

Name of sub-supplier for the raw materials, list of standards according to which the raw materials are tested, list of test normally carried out on raw materials in presence of bidder's representative, copies of test certificates.

(ii) Information and copies of test certificates as in (i) above in respect of bought out accessories.

(iii) List of areas in manufacturing process, where such inspections are normally carried out for quality control and details of such tests and inspections.

(iv) Special features provided in the equipment to make it maintenance free.

(v) List of testing equipment available with the Bidder for final testing of equipments vis-à-vis, the type, special, acceptance and routine tests specified in the relevant standards. These limitations shall be very clearly brought out in the relevant schedule i.e. schedule of deviations from specified test requirements.

The supplier shall submit following information to the TANTRANSCO/BHEL.

- 1) List of raw materials as well bought out accessories and the names of sub-suppliers selected from those furnished along with offer.
- 2) Type test certificates of the raw material and bought out accessories.
- 3) Quality assurance plan (QAP) withhold points for TANTRANSCO/BHEL inspection. The quality assurance plan and hold points shall be discussed between the TANTRANSCO/BHEL and supplier before the QAP is finalized.

The supplier shall submit the routine test certificates of bought out items and raw material, at the time of routine testing of the fully assembled equipment.

3.29 TEMPERATURE RISE :

The maximum temperature attained by any part of the equipment when in service at site under continuous full load conditions and exposed to the direct rays of the sun shall not exceed 30(/25) deg. C over an ambient of 45(/50) deg. C limits specified in relevant IEC. When the standard specify the limit of temperature rise these shall be exceeded when corrected for the difference between ambient temperature at site and that specified in the approved specifications.

No material shall be dispatched from its point of manufacture unless the material has been satisfactorily inspected and tested.

3.30 FITTINGS AND ACCESSORIES :

Following is a partial list of some of the major fittings and accessories to be furnished by contractor as an integral part of the equipment.

Operation mechanism housing complete with:

- (a) Locking arrangement.
- (b) Heaters equipped with automatic thermostatic control and control switch.
- (c) Cable glands.
- (d) Local/Remote change over switch.
- (e) Operation Counter.
- (f) Terminal Blocks.
- (g) Control switches to cut off control power supply.
- (h) MCCBs/MCBs are required with permanent identification marks for protection of D.C. circuits and A.C. circuits.
- (i) Two earthing terminals.

3.31 PACKING AND FORWARDING:

The equipment shall be packed in crates suitable for vertical/horizontal Transport, as the case may be and suitable to withstand handling transport and outdoor storage during transit. The supplier shall be responsible for any damage to the equipment during transit due to improper and inadequate packing and handling. The easily damageable material shall be carefully packed and marked with the appropriate caution symbols. Wherever necessary, proper arrangement for lifting, such as lifting hooks etc., shall be provided. Any material found short inside the packing cases shall be supplied by supplier without any extra cost.

The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit to their final destination as indicated in the Contract and exposure to extreme temperatures, salt and precipitation etc., during transport and open storage. Packing case size and weights shall be taken into consideration wherever appropriate, the remoteness of the 'goods' final destination and absence of heavy mechanized handling facilities, at all points in transit.

The packing, marking and documentation within and outside the package shall comply strictly with such special requirements as shall be expressly provided for in the Contract or in any subsequent instructions issued by BHEL.

3.32 SPECIFICATION FOR NITRYL BUTYL RUBBER

The gaskets are to be used in tanks exposed to Transformer mineral oil/SF6 at about 110° C.

1. Hardness should be Shore A 70 ± 5 .
2. Tensile Strength should be min. 10.8N/sq.mm (Minimum)
3. Elongation strength should be 270% (Minimum)

AFTER AGEING

1. Change in weight should not be more than 10% and change in Hardness should not be more than Shore A ± 10 after 7 days aging in transformer oil.
2. There should not be any visible damages after accelerated aging of 24 hours in transformer oil of temperature 110° C.

400KV/230 KV/110KV SOLIDCORE INSULATORS

Sl.No.	Description	110KV	230KV	400KV
1.	Insulator Material			
2.	Insulators type & Make			
3.	Strength : a) Electro Mechanical Strength b) Ultimate Bending Strength (Upright) c) Ultimate Bending Strength (inverted) d) Ultimate tensile strength e) Ultimate compression Strength f) Ultimate torsional Strength			
4.	Withstand Voltages : a) Min. power frequency (Dry) KV b) Min. Power frequency (Wet) KV c) 1.2/50 MS impulse +ve KV d) 1.2/50 MS impulse -ve KV			
5.	Flash over Voltages : a) Min. power frequency (Dry) KV b) Min. Power frequency (Wet) KV c) 1.2/50 MS impulse +ve KV d) 1.2/50 MS impulse -ve KV			
6.	Visible discharge voltage KV			
7.	Power frequency puncture voltage KV			
8.	a) Total creepage distance b) Protected creepage distance			
9.	Dry arcing distance			
10.	Size of Insulators : a) Greatest diameter of the insulator b) Overall height of the insulator			
11.	Radio Interference Voltage i) Test Voltage ii) R.I. Level			
12.	No. of Units in Stack			
13.	Spacing between Units.			
14.	Filling arrangements : a) Material of fitting b) Top fitting pitch circle diameter c) Bottom fitting pitch circle diameter d) No. of holes e) Diameter of holes			
15.	Nett weight of the Post Insulator			

SECTION - 5
CHECK-LIST

TECHNICAL REQUIREMENTS (FOR 420kV BUS POST INSULATOR)

Sl. No	Parameter	Data	
		420kV	
		Solid Core	
1	Type		
2	Voltage class (kV)	420	Yes/No
3	Dry and wet one minute power frequency withstand voltage (kVp)	680	Yes/No
4	Dry lightning impulse withstand voltage (kVp)	±1425	Yes/No
5	Wet switching surge withstand voltage (kVp)	±1050	Yes/No
6	Max. RIV (in microV) between 0.5Mhz to 2.0Mhz at 305 kV (rms) for 400kV phase to ground voltage	500	Yes/No
7	Min. Corona extinction voltage (kV rms)	320	Yes/No
8	Total min. cantilever strength (kg)	800	Yes/No
9	Minimum torsional moment	As per IEC-60273	Yes/No
10	Total height of insulator (mm) (minimum)	3650	Yes/No
11	P.C.D		
	Top (mm)	127	Yes/No
	Bottom (mm)	300	Yes/No
12	No. of bolts		
	Top	4	Yes/No
	Bottom	8	Yes/No
13	Diameter of bolt/holes		
	Top	M16	Yes/No
	Bottom dia. (mm)	18	Yes/No
14	Pollution level as per IEC-815	Heavy (III)	Yes/No
15	Min. total creepage distance (mm)	10500	Yes/No
16	Applicable Standard	IS:2544, IEC-168 and IEC-815	Yes/No
17	Hardware for inter-unit fixing	Yes/No	
18	Hardware for fixing to structure	Yes/No	

2. TYPE TESTS

Whether Type test reports of the tests conducted earlier (not more than 10 years earlier as per Cl No. 1.4, Section-1) on similar material submitted.

YES/NO

Whether Type test reports are as per mentioned IS & IEC and Cl. No. 2, Annexure-1, Section-1.

YES/NO

If type test report is submitted, indicate report number.

In case the type tests have been conducted more than 10 years prior from the date of technical bid opening i.e. 21.08.2017 or after opening of tender i.e. at the time of sub vendor approval or type test reports are found to be technically unacceptable to BHEL/TANTRANSCO, the type tests shall be conducted by the Vendor without cost and delivery implication to BHEL.

YES/NO

SECTION - 6
SCHEDULE OF TECHNICAL DEVIATIONS

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

<u>S.No.</u>	<u>Page No.</u>	<u>Clause No.</u>	<u>Deviation</u>	<u>Reason / Justification</u>
--------------	-----------------	-------------------	------------------	-------------------------------

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

Note No. #1

Sub: Administrative approval note for raising Purchase Indent of BOIs as per Dir(F) Operational guidelines Ref No. BHEL: AA: FIN: Mar/128 Dtd. 11.03.2021

Ref:
TBEM/Vellalaviduthi/399/MVK/PI/00

Date: 29.10.2021
A. **TBEM**

Sl. No.	Description	Details	Remarks
1	Name of Project	400/230-110 kV Substation at Vellalaviduthi	
2	Customer	M/s TANTRANSCO	
3	Item Description to be Procured	400kV Post Insulators - 2 Nos	
4	Estimated Cost Category:	Category A	
5	GeM availability	Custom Bid	
6	Can the item be diverted from any other site from Surplus material	No	
7	Whether the Diversion of surplus material is Permissible/ Not Permissible as per contract for the current project	Not applicable for this item.	
8	PI approving authority (Designation)	Sh S K Shukla, Sr DGM	

Prepared by (TBEM)

Checked by (TBEM)

B. **PPMG Points: -**

Sl no	Description	Details	Remarks
1	Project Commissioning Schedule as per LOA:-		
2	Delivery as per L2:-		
3	Delivery Requirement as per current Site Progress:-		
4	Whether Staggered delivery Feasible?		

Approving Authority (PPMG)

C. **TBG-MKTG Points: -**

Sl no	Description	Details	Remarks
1	Allocation from Customer		
2.	Sourcing from Internal Channel		

(TBG-MKTG)**Approving Authority (TBFA)****Approving Authority (TBEM)**

29/10/2021 5:13 PM

Miyapuram Vijay Kumar
(SM)**Note No. #2**

Checked and forwarded to PPMG.

29/10/2021 5:33 PM

Sanjay Kumar Shukla
(SDGM)**Note No. #3**B. **PPMG Points reply: -**

SI no	Description	Details	Remarks
1	Project Commissioning Schedule as per LOA:-	Dec-19	
2	Delivery as per L2:-	Apr-19	
3	Delivery Requirement as per current Site Progress:-	Immediate.	
4	Whether Staggered delivery Feasible?	No	

08/11/2021 11:11 AM

Arun Kumar Yadav
(DM)**Note No. #4**C. **TBG-MKTG response: -**

SI no	Description	Details	Remarks
1	Allocation from Customer	The Unit contract price(including F&I but excluding taxes) of the 400kV BPI is Rs. 43094. The payment shall be made on item rate basis for the actual executed quantity.	
2.	Sourcing from Internal Channel	BHEL make BPI does not meet the required Qualification requirement.	

08/11/2021 11:54 AM

Kamal Kumar
(MANAGER)

Note No. #5

with in your powets

11/11/2021 12:59 PM

**Hemant Sota
(SDGM)**

Note No. #6

- It has been confirmed by TBMS that payment shall be made on item rate basis for the actual executed quantity.
- PI may be approved

11/11/2021 1:29 PM

पंकज कुमार गर्ग|**Pankaj Kumar Garg**
(प्रबंधक|**MANAGER**)

Note No. #7

11/11/2021 1:44 PM

**Sanjay Kumar Shukla
(SDGM)**

Note No. #8

Approved

11/11/2021 3:33 PM

**Aruna Gulati
(Addl_GM)**

Addendum to General Terms and Conditions (GTC)

1	Offer Submission/ Opening Time	Offer Submission Time: 14:00 Hrs IST Offer Opening Time: 14:30 Hrs IST
2	Instruction to Bidder(s)	<p>I. For Supply where Supervision of Erection, Testing & Commissioning (ETC) at Site is in the scope of the supplier or Supply where Testing & Commissioning (T&C) at Site is in scope of the supplier, minimum 10% of total ex-works value shall be quoted under supervision of ETC/T&C. In case bidder quotes less than 10%, then 10% of Total PO value excluding GST and F&I shall be allocated to the supervision of ETC/T&C scope. Service charges shall be back calculated to keep 10% of total cost to BHEL (without GST). This price adjustment shall be done from supply Ex works prices only on prorata basis for all supply line items.</p> <p>II. For Supply where Erection, Testing & Commissioning (ETC) at Site is in the scope of the supplier, minimum 20% of total ex-works value shall be quoted under ETC. In case bidder quotes less than 20%, then 20% of Total PO value excluding GST and F&I shall be allocated to the ETC scope. Service charges shall be back calculated to keep 20% of total cost to BHEL (without GST). This price adjustment shall be done from supply Ex works prices only on prorata basis for all supply line items.</p> <p>III. Endorsed LR is not required in GST Regime.</p> <p>IV. Bidder's offer will be technically acceptable subject to final acceptance of vendor by ultimate customer as approved supplier. Price Bid will be opened only for those bidders in respect of which vendor approval is received from CUSTOMER. Necessary credentials/documents to be submitted for approval by Customer.</p>
3	Offer Submission Mode	<p>Clause No. 1.3 of GTC – Tender is invited through e-Procurement System only. The bidder shall submit their bid through e-Procurement platform at https://bhel.abcprocure.com</p> <p>Vendors participating through e-procurement portal for this tender should have Class-III Digital Signature Certificate (DSC) for Signing & Encryption of bids issued by any of the valid Certifying Authorities (approved by Controller of Certifying Authorities) in India.</p>
4	Validity of Purchase Order	Purchase order shall be valid for two (02) years from date of Purchase Order.
5	Work Address	<p>Bidder to mention their works address below from where material will be supplied</p> <p>Works Address: ----- ----- -----</p>
6	Pre- Qualification Requirement(PQR)	As per Annexure-I . The bidder must ensure that they confirm the PQR (Technical)
7	Deviation	<p><u>Technical Deviation</u>: No Technical Deviation is envisaged.</p> <p><u>Commercial Deviation</u>: No Commercial Deviation envisaged except defined in GTC.</p>
8	Project Status	Domestic/Export. GST shall be payable as applicable.
9	Delivery Plan	As per Activity Schedule (Annexure-II).
11	Terms of Payment	As per clause 3.1 to 3.7 of GTC (as applicable) . Supplier to submit bills alongwith billing checklist as per Annexure-III
12	Performance Bank Guarantee (PBG)	<p>Clause No. 7 of GTC, If no option is specified by the bidder, by default option – B for Bank Guarantee shall be considered.</p> <p>Separate BG for Spares shall be submitted alongwith BG for main supply items.</p> <p>Note: BG should be submitted on non-judicial stamp paper of appropriate value by the supplier alongwith first submission of bill to BHEL.</p>
13	Liquidated Damage	<p>Clause no. 13 of GTC - In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.5% of delayed lot value (Ex Works and F&I charges) for supply per week of delay or part thereof subject to a maximum of 10% of delayed lot value (Ex Works and F&I charges) shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.</p> <p>LD will calculated for lotwise and Manufacturing Clearance (MFC) date will be the last date of inputs for that particular lot</p> <p>Lot-1: items for which MFC is issued from 1-15 days of calendar month Lot-2: items for which MFC is issued from 16-30/31 days of calendar month Lot-3: items for which MFC is issued from 1-15 days of next calendar month, Lot-4: items for which MFC is issued from 16-30/31 days of next calendar month and so on...</p>
14	Arbitration	As per Annexure-IV

Addendum to General Terms and Conditions (GTC)

15	Reverse Auction	<p>"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."</p> <p>Abridged Version of "Guidelines for Reverse Auction-2020" may also be seen at BHEL website (www.bhel.com) on "Supplier Registration" Page.</p>
16	Splitting of Contract	Splitting of Contract not applicable for this tender.
17	Make In India (PPP-MII)	<p>For this procurement, the local content to categorize a supplier as class-I local supplier / class-II local supplier / Non-Local supplier and purchase preference to class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020, issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT.</p> <p>"Bidder to specify the percentage of local content as per the format of self-declaration for local content" as per Annexure-V."</p> <p>"This tender is not a global tender and only class-I 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."</p>
18	Compliance to GOI Order for restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017	Refer Clause at Annexure-VI and Certification at Annexure-VII / Annexure-VIII (whichever is applicable) regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017. Bidder to comply the clause and submit the certification. Non-compliance/ Non-submission of certification will lead to rejection of Offer.
19	MOP Circular	<p>Bidder to comply the MOP circular dated 02-07-2020 (Annexure-IX) and its subsequent amendment, if any, in prescribed format (Annexure-X). Non-compliance/ Non-submission will lead to rejection of Offer [Not Applicable for cases where local content is 100%].</p> <p>Vendor to quote as per specified price format of NIT, otherwise their offer shall be liable to be rejected.</p> <p>Following confirmation to be provided by vendor: "We confirm that we have quoted as per specified price format provided along with this tender".</p>
20	Integrity Pact	As per Annexure-XI.
21	Risk and Cost	As per Annexure-XII
22	Prevention for cartel formation	<p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.</p> <p>In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>
23	Docuemts Required for Customer approval	<p>Bidders to submit below documents alongwith their offer but not limited to:</p> <ul style="list-style-type: none"> (a) PAN, GST, Certificate of Incorporation (b) Factory Registration Certificate (c) Overall organization Chart with Manpower Details (Design/Manufacturing/Quality etc.) (d) List of Plant and Machinery (e) List of Testing and Measuring equipment (f) Third party approval, if any (viz. ISO, BIS) (g) Pollution clearance wherever applicable (h) Energy conservation & Efficiency Report(Applicable to industries having contact load more than 100KVA) (i) Manufacturing Quality Plan (MQP) (j) List of past supplies references along with copy of major PO (k) Performance certificate from end user (l) Photographs of factory, plant and machinery & testing facilities
24	BHEL Supplier Registration Portal	<p>The link for Online Supplier registration Portal is https://supplier.bhel.in/</p> <p>The link for Online Supplier Registration Portal may also be seen at BHEL website (www.bhel.com) on "Supplier Registration" Page.</p>
25	Start-up India	Start-up vendors to submit applicable documents alongwith their offers for availing the benefits as per GOI guidelines.

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/>)

(Sign and seal of Bidder)

SCHEDULE OF COMMERCIAL DEVIATION

This Format is to be submitted in original duly signed by bidder.
The following are the deviations/variations/exceptions from the Terms and Conditions :-

S N	CLAUSE NO. OF 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 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.

Place :
Date :

Signature of the authorised representative of
Bidder's name :.....
Designation:.....
Company Seal:.....

SCHEDULE OF TECHNICAL DEVIATION

This Format is to be submitted in original duly signed by bidder.
The following are the deviations/variations/exceptions from the Terms and Conditions :-

S N	CLAUSE NO. OF 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 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.

Place :
Date :

Signature of the authorised representative of
Bidder's name :.....
Designation:.....
Company Seal:.....



ACTIVITY SCHEDULE (ANNEXURE-II)

ENQUIRY NO. -

PROJECT -

BIDDER NAME -

(SEPARATE ACTIVITY SCHEDULE TO BE FILLED-UP FOR EACH PROJECT BY THE SUPPLIER)

Name of Bidder:-

Please fill here

SI. NO.	ACTIVITY	ACTIVITY TIME IN WEEKS	REMARKS IF ANY
1	Inputs to vendor by BHEL. Last inputs date will consider		BHEL Activity
2	Submission of Documents necessary for getting manufacturing clearance like Drawings, Date sheet etc.		Vendor to fill ensuring Delivery completion date mentioned by BHEL in the NIT
3	Approval of documents/ Manufacturing Clearance from BHEL / Customer *	4	BHEL Time to issue Manufacturing Clearance
4	Manufacturing time		Vendor to fill ensuring Delivery completion date mentioned by BHEL in the NIT
5	Inspection call		Vendor to fill ensuring Delivery completion date mentioned by BHEL in the NIT
6	Customer Inspection & Dispatch Clearance	2	BHEL Time to issue MICC
7	Dispatch		Vendor to fill ensuring Delivery completion date mentioned by BHEL in the NIT
8	ETC site		Not Applicable

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.

DATE

PLACE

SIGN AND STAMP OF BIDDER

Check List for Supply bills (ANNEXURE III)

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

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 6. Invoiced quantity are not more than th PO quantity and MICC 7. Ex works unit rate , Taxes and F&I rates are same as per PO 8. Signed and stamped by vendor				
2	Received LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes	1Original+2 Copy	1. Consignee address : BHEL C/o followed by Site address 2. In case of material purchased from sub vendor , Consignee address Vendor's name C/o BHEL C/o Site address 3. Vendor's Invoice no and Vehicle No are mentioned 4. No of boxes/No of packages are same as per Packing list 5. In case of and adverse remark on LR (Like shortages/damages/broken etc) , clarification from site/TBMM/TBCM is nedded 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 valdity 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 Certfcate	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 attached along with supply Invoice 2. Calculation sheet and applicable PVC indices are also enclosed 3. If delay in delivery, then PVC indices are as per PO conditions.				
9			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				

Check List for Freight(Exclusive as per Transportation contract)

Check List for Freight(Exclusive as per Transportation contract)							
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	Invoice	1 Original	Freight Invoice Invoice for the Main Supply submitted				
2	Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes	1 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	Transporter's document indicating the freight amount. Original money receipt to be submitted if required as per SCC	1 Original	As per Rate Contract (if any)/ WO.				
4	PVC (If applicable) Invoice is submitted along with the Despatch Invoice		1. PVC invoice is attached along with supply Invoice 2. Calculation sheet and applicable PVC indices are also enclosed 3. If delay in delivery, then PVC indices are as per PO conditions.				
5	LD Calculation, if applicable		Calculation Sheet of LD due to delay in delivery is attached				
6	MRC		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 of supply 4. It is signed and stamped by Site executive 5. In case of any shortages / damages / adverse remark , clarification is needed				
	Invoice control No				Vendor Signature	MM Signature	Finance Signature
					Date:	Date:	Date:

Applicable check list for MRC 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	Invoice	1 Original	MRC Bill enclosed				
2	Material Receipt Certificate	1 Copy	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 of supply 4. It is signed and stamped by Site executive 5. In case of any shortages / damages / adverse remark , clarification from site/MM/CM is needed				
3	Submission of all final documents for the packages as detailed in Anx-10 of GCC rev 00, duly certified by Engg. Deptt. of purchaser or As per PO	1 Copy	Certificate as per PO requirement is attached				
Note*	Every Field to be ticked. If some documents is not applicable, same should be mentioned, All Pages to be numbered starting from the Last Page.						
	Invoice control No				Vendor Signature	MM Signature	Finance Signature
					Date:	Date:	Date:

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

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

Notes:

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

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

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

(B) ARBITRATION (WITH SOLE ARBITRATOR)

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

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

- 1.4. The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator.
- 1.5. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

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

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

(C) JURISDICTION AND GOVERNING LAWS

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

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

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Format 2 to BHEL Conciliation Scheme, 2018

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

To,

M/s. (Stakeholder's name)

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

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

Sir,

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

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

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

Yours faithfully,

Representative of BHEL

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

To,

BHEL

.....

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

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

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

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

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

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

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor

Name, with designation

Date

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

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

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

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

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

Item/Package Name :	
Enquiry No.:	
Project:	
Type of project	
Percentage of Local Content	<i>(Bidder to enter the applicable % of local content)</i>

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:.....

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

Item/Package Name :	
Enquiry No.:	
Project:	
Type of project	
Percentage of Local Content	<i>(Bidder to enter the applicable % of local content)</i>

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

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

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

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

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

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

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

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

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

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

Bidder's authorized signatory with stamp & seal

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

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

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

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

Bidder's authorized signatory with stamp & seal

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

Dated 02/07/2020

ORDER

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

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

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

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

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



(Goutam Ghosh)

Director Tel: 011-23716674 To:

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

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

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

Vendor Compliance format in bidder letter head

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

Enquiry No/ PO No & Date :
Project :
Name of items/Package :

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

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

Bidder's authorized signatory
with stamp & seal

Annexure-XI

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.

(a) IP is a tool to ensure that activities and transactions between the company and its bidders/contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitor (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Details of IEM for this tender is furnished below

Name: Shri Arun Chandra Verma, IPS (Retd.)

Email: acverma1@gmail.com

Name: Shri Virendra Bahadur Singh, IPS (Retd.)

E-mail: ybsinghips@gmail.com

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-1, in case of Two/three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.

(c) Please refer section -8 of the IP for Role and responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEM shall be done through e-mail only.

Note: No routine correspondence shall be addressed to the IEM (Phone/post/email) regarding the clarification, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/issues shall be addressed directly to the tender issuing (procurement) department's officials as mentioned on Point 2 & 3.

INTEGRITY PACT

Between

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

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

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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

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

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

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors:
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

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

Section 8 - Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

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

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

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

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

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

For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness:_____

(Name & Address) _____

For & On behalf of the Bidder/
Contractor

(Office Seal)

Witness:_____

(Name & Address) _____

RISK PURCHASE AND DEFAULT/ BREACH OF CONTRACT

1.1.

[Redacted]

[Redacted]

[Redacted]

1.2.

1.3. Risk and Cost amount against Balance Work

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

A

B

H

*(Balance scope of work/ supply)



LD against delay in executed work/supply in case of Termination of Contract in case of Risk and Cost Option

$\frac{X}{Y}$

1.4. Recovery from Supplier/Contractor



[Redacted text]

[Redacted text]

[Redacted text]

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

GENERAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

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

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1.	<p>INSTRUCTION TO BIDDERS :</p> <p>1.1 Sealed bids are invited for the items mentioned in the tender enquiry conforming to the NIT including Technical Specifications. Bids should be typed and free from overwriting and erasures. Corrections or additions / deletions, if any, must be clearly written and attested, otherwise offer may be rejected.</p> <p>1.2 Bidder must ensure that their bid is submitted / dropped in the tender box on or before 14-00 Hrs. IST on the due date of opening, unless otherwise specified in the NIT, at the address as follows :-</p> <p style="padding-left: 40px;">Tender Box, Materials Management, Transmission Business Group, Bharat Heavy Electricals Limited, 5th Floor, Tower-A, Advant Navis IT Business Park, Plot-7, Sector-142, Noida Expressway, Noida, Dist. G. B. Nagar, U. P. 201305</p> <p>1.3 In case tender enquiry is floated through the e-procurement system, offer / bid has to be submitted through the e-procurement system ONLY as per instructions given in the e-procurement portal (https://bheleps.buyjunction.in).</p> <p>1.4 The bids shall be opened at 14-30 Hrs. IST on the due date of opening, in the presence of participating bidders who may like to be present, unless otherwise specified in the NIT. Bids received late are liable for rejection. Bidders sending bids by courier or post will have to ensure that it is timely delivered at the above address.</p> <p>1.5 Bids are to be submitted duly signed with seal in two parts :-</p> <p style="padding-left: 40px;">a) Techno-commercial Bid (Part-I) To be submitted in 2 sets (original + copy). A copy of Price Bid (Part-II) clearly mentioning all the necessary information as per format without prices Un-Priced Bid is also to be enclosed in Part-I Bid.</p> <p style="padding-left: 40px;">b) Price Bid (Part-II) To be submitted only in one set in a separate sealed envelope. This should not contain any Technical and / or Commercial Terms and Conditions. The rates should be quoted both in figures and words.</p> <p>1.6 The Part-I and Part-II Bids are to be sealed in separate envelopes and marked</p>

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

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

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

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	<p>a) 95% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> · LR / GR duly endorsed by BHEL Site Official. · Material Receipt Certificate issued by BHEL Site Official. · GST Compliant Tax Invoice · Packing List (Case-wise) · Copy of Transit Insurance Certificate from underwriters. · Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management · Guarantee Certificate · Copy of Performance Bank Guarantee (PBG) · Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order. <p>b) 5% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> · Certificate of successful completion of Supervision of Erection, Testing & Commissioning at Site if it is in the scope of the supplier or Certificate of successful completion of Testing & Commissioning at Site if it is in the scope of the supplier. · Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management <p>3.3 For Supply where Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier</p> <p>a) 90% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> · LR / GR duly endorsed by BHEL Site Official. · Material Receipt Certificate issued by BHEL Site Official. · GST Compliant Tax Invoice · Packing List (Case-wise) · Copy of Transit Insurance Certificate from underwriters. · Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management · Guarantee Certificate · Copy of Performance Bank Guarantee (PBG) · Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order <p>b) 10% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> · Certificate of successful completion of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management · Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management <p>3.4 For Type Test Charges</p> <p>100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with copy of Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management in 3 sets (original + 2 copies) on completion of delivery (at site, if F&I is in scope of</p>

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	<p>supplier) of main supplies (excluding spares) for which Type Tests are applicable. List of main supplies (excluding spares) for which Type Tests are applicable shall be certified by BHEL Engineering Management.</p> <p>3.5 For Charges for Supervision of Erection, Testing & Commissioning at Site</p> <p>100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Supervision of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies).</p> <p>3.6 For Charges for Testing & Commissioning at Site</p> <p>100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Testing & Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies).</p> <p>3.7 For Training Charges</p> <p>100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of completion of training issued by BHEL Engineering Management in 3 sets (original + 2 copies).</p> <p>Note :</p> <ul style="list-style-type: none"> i) Supplier has to submit invoice(s) as per PO or approved billing break-up of prices (if applicable as per NIT). ii) In case of supplies for overseas project, Material Receipt Certificate issued by BHEL Authorized Representative shall also be acceptable. iii) In case of Transit Insurance under Open Insurance Policy, Intimation / Declaration of Transit Insurance as per terms of the relevant Open Insurance Policy along with copy of Open Insurance Policy from underwriters shall also be acceptable. iv) Supplier has to ensure commencement of transit insurance from the date not later than LR / GR date. v) Supplier has to submit Tax Invoice(s). Supplier should ensure that Tax Invoice should comply all statutory requirements under GST Law to enable BHEL to avail input credit vi) MSMED Act, 2006 and the rules made thereunder as amended from time to time shall be applicable for release of payment to suppliers qualified & registered as Micro & Small Enterprises based on documents mentioned in the NIT for MSME. vii) Supplier has to submit PBG (as per BHEL format) & Guarantee Certificate as per PO terms. viii) In case any shortages and / or damages in supplies, an amount calculated

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

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

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	<p>iv) Supplier has to confirm one of the applicable options for submission of PBG / Deposit before placement of PO.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
8.	<p>SUBMISSION OF DRAWINGS / DOCUMENTS FOR APPROVAL :</p> <p>Supplier shall submit the master document list within 7 days from date of Purchase Order / Contract, unless otherwise specified in the NIT, with planned dates for submission which shall be in line with activity schedule as per Purchase Order / Contract and shall be finalized with BHEL Engineering Management. Date of first submission of drawings / documents shall be certified by BHEL Engineering Management after the receipt of applicable drawings / documents (e.g. project specific cover sheet, GTP, OGA drawings, schemes, type test reports etc.) by BHEL. During detailed engineering stage, necessary hard copies of the engineering drawings / documents shall also be submitted by the supplier as per the Purchase Order / Contract requirement. The supplier shall also submit the packing drawings as per technical specifications.</p> <p>In case item(s) offered require any interface details of other item (not in the scope of supplier & required for operating the equipment), the supplier has to submit interfaces schedule along with submission of engineering drawings / documents. It shall be responsibility of the supplier to get the details of the interfaced item from BHEL before manufacturing to avoid any mismatch at site.</p>
9.	<p>FINAL DOCUMENTATION :</p> <p>Final documentation as called in the Technical /contract specification is to be submitted within 3 months from the date of first delivery of respective equipment, item/material. After submission of Final Documentation, BHEL Engineering Management (TBEM) will issue a Certificate of Completion of Final Documentation. Wherever Final Documentation is not applicable, BHEL Engineering Management (TBEM) will issue confirmation regarding the same, Vendor to submit the Certificate of Final Documentation /Confirmation regarding Non applicability of Final Documentation, as the case may be, to BHEL TBMM. In case of Non Submission of Certificate of Final Documentation /Confirmation regarding Non applicability of Final Documentation, BG will be liable for encashment.</p>
10.	<p>INSPECTION :</p> <p>BHEL / customer / third party shall inspect equipment / material before despatch. Stage inspection during manufacturing may also be carried out. Material to be despatched only after getting Material Despatch Clearance Certificate (MDCC) / MICC issued by BHEL.</p> <p>Supplier shall send inspection call on prescribed format / web site only, with an advance notice of 15 days.</p> <p>Supplier to ensure submission of all routine / acceptance test reports, inspection</p>

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	<p>reports and all other documents related to inspection, immediately to BHEL.</p> <p>BHEL representative is authorised to carry out audits along with Third Party Inspection Agency at vendor's / supplier's works before clearing the items for despatch.</p>
11.	<p>DESPATCH DOCUMENTS : Despatch documents to be immediately sent to BHEL on despatch are as follows :-</p> <ul style="list-style-type: none"> • Copy of Invoice • Copy of LR / GR in case of Indian suppliers or BL / AWB in case of foreign suppliers • Copy of Packing List (Case-wise) • Copy of Transit Insurance Certificate from underwriters • Copy of Guarantee Certificate
12.	<p>DELIVERY PERIOD : Delivery / Completion requirement shall be mentioned in the NIT. Bidder to specify best delivery / completion period possible in weeks from the date of LOI / PO as per activity schedule for consideration by BHEL. Time required for type test, if applicable, is to be separately indicated. Note : LR / GR date or invoice date (whichever is later) for indigenous supplies and BL / AWB date for FOB / CIF (if applicable) contracts shall be considered as delivery date.</p>
13.	<p>LIQUIDATED DAMAGES FOR DELAYED DELIVERY: In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.5% of the total Purchase Order value for supply (incl. taxes and duties, freight & insurance as applicable) per week of delay or part thereof subject to a maximum of 10% of the total Purchase Order value for supply (incl. taxes and duties, freight & insurance as applicable) shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD. 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</p>

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	later than six months from the end of the financial year in which the payment is withheld. Based on the above details / documents submitted by the supplier, BHEL shall take final decision and if considered appropriate by BHEL, withheld amount (full or part as the case may be) shall be released, otherwise, full or balance withheld amount shall be treated as deduction of Liquidated Damages (LD) towards delayed delivery.
14.	<p>VALIDITY OF OFFER : The offer shall be valid for 120 days from the due date of opening of tender (i.e. techno-commercial bid unless otherwise specified in the NIT). Prices of Spares, wherever they optional items, shall be valid till two years from the date of placement of PO.</p>
15.	<p>ACCEPTANCE / REJECTION OF TENDER : BHEL reserve the right to reject in full or part, any or all tender without assigning any reason thereof. BHEL also reserve right to vary the quantities as mentioned in the NIT. Acceptance of offer is subject to vendor approval by customer before opening of price bid.</p> <p>BHEL shall not be bound by any power of attorney granted by tenderer or by changes in composition of the firm made subsequent to award of order / contract. BHEL may however recognize such power of attorney and changes after obtaining proper legal advice, cost of which will be chargeable to the seller / contractor concerned. If the tenderer deliberately gives wrong information, BHEL reserves the right to reject such an offer at any stage or cancel the order / contract, if awarded, and forfeit the security deposit and bank guarantee.</p>
16.	<p>DEVIATION : The bids having deviation(s) w.r.t. tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder.</p>
17.	<p>TENDER EVALUATION : Comparative statement shall be prepared and evaluated on total cost basis at destination/site (as per terms of NIT) considering overall quantity indicated in NIT unless contrary to same is specifically mentioned in the tender enquiry / NIT. Total cost for this purpose shall include cost of scope of work as mentioned in NIT along with applicable taxes & duties, and other services etc. (if applicable). GST input credit available to BHEL shall be reduced from prices while determining L1 status.</p> <p>In case all bidders are foreign & Port of Import (destination port) is same for all the bidders, evaluation of offers shall be done on CIF (Port of Import) basis. Otherwise, evaluation of offers shall be done on the basis of delivered cost at site /destination to BHEL. Further, in case of foreign bidders, marine freight & insurance are to be quoted separately & the purchase order may be placed on FOB basis with an option for delivery on CIF / CFR basis, if required, later.</p> <p>In case of foreign bidders, Exchange Rate (TT selling rate of State Bank of India) as on date of tender opening (Part-I Bid in case of two part bid) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken for tender evaluation.</p>
18.	<p>LOADING CRITERIA : List of permissible deviations & loading criteria thereof are as follows :-</p> <p>a) Payment Terms Base rate of SBI (as applicable on the date of bid opening / techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidder(s) against terms of payment in the NIT.</p> <p>b) Liquidated Damages (LD) for Delayed Delivery</p>

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

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

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

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	iv) Type of Cargo (Break Bulk / LCL / FCL) v) Customs Tariff No.
30.	<p>COLOUR CODING : Aluminium stickers are required to be attached to large components but plastic sheet tags should be tied with small components, giving details like purchase order, description of the component, quantity etc. Tags should be of the colour as follows :- 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</p>
31.	<p>MICRO, SMALL & MEDIUM ENTERPRISES (MSME) : MSMED Act 2006 as amended from time to time & extant regulations of Govt. of India for MSME will be applicable. Micro & Small Enterprises (MSE) can avail the intended benefits only if they submit along with the offer / bid, attested copies of either Acknowledgement of Entrepreneur Memorandum Part-II (EM-II certificate) having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (As per BHEL format where deemed validity of EM-II certificate of five years have expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of opening (for Techno-commercial Bid : Part-I in case of two part bid). Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or arrested (in original) by a Gazetted officer. Copy of Udyog Aadhaar Memorandum with Acknowledgement of Ministry of Micro, Small & Medium Enterprises should also be furnished.</p>
32.	<p>BUSINESS ETHICS / SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS : If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution, indulges in malpractices cheating, bribery, fraud or other misconduct or formation of cartel so as to influence the bidding process or influences the price or fails to perform or is in default without any reasonable cause etc or performs any act considered objectionable as per extant guidelines, action may be taken against such bidders/supplier/contractor as per extant Guidelines for Suspension of Business Dealings with Suppliers/Contractors . Abridged version of same is available at BHEL website (www.bhel.com) on Supplier Registration Page.</p>
33.	<p>REVERSE AUCTION : BHEL reserve the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder or price bid submitted by the bidder through e-procurement system. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their unconditional acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. General Terms and Conditions of RA are available at Annexure. Business Rules for</p>

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	<p>RA shall be sent to the bidders before conducting RA. Abridged Version of Common Guidelines for Conducting Reverse Auction may also be seen at BHEL website (www.bhel.com) on Supplier Registration Page & Tender Notifications Page.</p>
34.	<p>INTEGRITY PACT : Bidders shall have to enter into Integrity Pact with BHEL, duly signed with seal in original, if specified in NIT / RFQ failing which bidder's offer shall be liable for rejection.</p>
35.	<p>TERMINATION OF CONTRACT : BHEL shall have the right to cancel the Purchase Order / Contract without any financial implication to BHEL if vendor approval by end user / customer is withdrawn or in case of Suspension of Business Dealings with the Suppliers / Contractors by BHEL.</p> <p>BHEL shall have the right to cancel Purchase Order / Contract, wholly or in part, in case they are obliged to do so on account of any decline, diminution, curtailment or stoppage of their business and in that event, the Supplier's / Contractor' compensation claim shall be settled mutually.</p> <p>In case of cancellation of Purchase Order / Contract for main supply, all other associated Purchase Orders / Contracts like those for Mandatory Spares / Recommended Spares / Erection, Testing & Commissioning (ETC) / Supervision of ETC, if any, would also get cancelled.</p>
36.	<p>SHELF LIFE : Supplier has to inform the list of the items / sub-items which have limited shelf life like consumables or those required for the first fill and shall indicate the corresponding shelf life period in the offer. Such items / sub-items shall be manufactured / despatched only after getting formal clearance from BHEL.</p>
37.	<p>LIMITATION OF LIABILITY : Notwithstanding any other provisions, except in cases of wilful misconduct and / or criminal negligence / acts,</p> <p>a) Neither the Supplier / Contractor nor BHEL shall be liable to the other, whether in Purchase Order / Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Supplier / Contractor to pay Liquidated Damages to the BHEL and</p> <p>b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed total Contract Price, provided however that this limitation shall not apply to any obligation of the Vendor to indemnify BHEL with respect to Patent Infringement or Intellectual Property Rights.</p>
38.	<p>SHORTAGES / DAMAGES :</p> <p>a) Against Supply only or Supply where Supervision of Erection, Testing & Commissioning (ETC) at Site or Supply where Testing & Commissioning at Site is in scope of the supplier :</p> <p>Any shortages and / or damages in supplies shall be supplied / replenished free of cost by the supplier as early as possible but not later than 30 days from the date of intimation by BHEL to the supplier.</p> <p>b) Against Supply where Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier :</p>

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

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	expenses and any other claim of whatsoever nature in respect of the death or injury of any person or loss of or damage to any property arising during the course and out of the execution of the Purchase Order / Contract.
44.	<p>TITLE OF GOODS :</p> <p>a) Ownership of the equipment / material procured in India, shall be transferred to BHEL upon loading on to the mode of transport to be used for transportation of the said equipment / material from the works to the site / destination and upon endorsement of the dispatch documents in favour of BHEL.</p> <p>b) Ownership of the equipment / material to be imported into the country where the site is located, if not procured in India, shall be transferred to BHEL upon loading on the mode of transport to be used for transportation of the equipment / material from the country of origin to that country / destination and upon endorsement of despatch document in favour of BHEL.</p> <p>c) Notwithstanding the transfer of ownership of the equipment / material, the responsibility for care and safe custody thereof together with the risk of loss or damage thereto for whatsoever reason shall remain with the Supplier.</p>
45.	<p>COMPLIANCE OF STATUTORY REQUIREMENTS :</p> <p>The vendor shall comply with all State and Central Laws / Acts, Statutory Rules, Regulations etc., as may be enacted by the Government during the tenure of the Purchase Order / Contract and having in force and applicable to the Purchase Order / Contract and nothing shall be done by the Supplier / Contractor in contravention of any Law / Act and / or Rules / Regulations, thereunder or any amendment thereof.</p> <p>The Supplier / Contractor shall pay all taxes, fees, licence charges / deposits, duties, tolls, royalty, commissions or other charges which may be levied on account of any of his operations connected with the Purchase Order / Contract. In case BHEL is constrained to make any of such payments, BHEL shall recover the same from the Supplier / Contractor either from moneys due to him or otherwise as deemed fit.</p>
46.	<p>ACCEPTANCE OF ORDER :</p> <p>Supplier should acknowledge and accept the Letter of Award / Purchase Order issued by BHEL within 7 days of the issue of Letter of Award / Purchase Order.</p> <p>In case of any discrepancy / typographical error in issue of Purchase Order / Contract, the agreed terms & conditions, scope of work, rates / prices for placement of PO / award of contract shall be applicable and BHEL reserves the right to issue amendment(s) to PO / Contract for correction of discrepancies / typographical errors in the PO / Contract at a later date.</p>
47.	<p>FRAUD PREVENTION POLICY :</p> <p>The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>

Signature of Bidder (Authorized Signatory) with Date & Seal

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

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