

## SPECIAL TERMS & CONDITIONS

**Enquiry No:- 92G2100346 dated 12.03.2021 Rev 01**  
**Item: 400kV XLPE Cable & Accessories [Supply + Services]**  
**Project: SJVN Arun 3 (SAPDC)**

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

1. **Clause No. 1.7 of GTC** - For any technical clarification, please contact Sh. Vyom, Sr. Engineer (TBEM) / Sh. Jai Kumar, Sr. Manager (TBEM); Contact No. 0120-06748522 / 8534; e-mail: [vyom@bhel.in](mailto:vyom@bhel.in) / [jaik@bhel.in](mailto:jaik@bhel.in).
2. **Clause No. 1.8 of GTC** - For any commercial clarification, please contact Ms. Archana Kumari, Manager (TBMM) / Sh. A K Chowdhary, AGM (TBMM); Contact No. 0120-6748467 / 8129; e-mail: [archanak@bhel.in](mailto:archanak@bhel.in) / [akchowdhary@bhel.in](mailto:akchowdhary@bhel.in).
3. **Project Status** – EXPORT. Supply portion shall be governed as per notification 41/2017 of IGST (Rate) dated 23.10.2017. Services Portion – All the taxes as applicable outside India shall be borne by bidder. Necessary documentation should be provided to BHEL for availing tax benefits in project country.
4. **Clause No. 1 of Addendum to GTC** – Offer Submission Time: 11 Hrs IST  
Offer Opening Time: 16 Hrs IST
5. **Clause No. 2 of Addendum to GTC (Sl. No. b, c)** - Applicable.
6. **Clause No. 3 of Addendum to GTC (Sl. No. I & II)** - Tender is invited through NIC Portal System only. The bidder shall submit their bid through e-Procurement platform at <https://eprocurebhel.co.in/>.
7. **Clause No. 6 of Addendum to GTC (PQR)** - As per Annexure 1.
8. **Clause No. 8 of Addendum to GTC** – Delivery Plan – As per Activity Schedule [Annexure II]. Vendor to examine their best possible delivery plan & mention in ACTIVITY SCHEDULE. The same shall be submitted in BHEL format along with commercial offer duly signed and stamped by authorized person. 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.
9. **Clause No. 9 of Addendum to GTC** – Payment Terms: - As per clause 3.3, 3.4 & 3.6 of GTC.
10. **Clause No. 13 of Addendum to GTC for Reverse Auction** - "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among the techno commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for 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."  
Abridged Version of "**Guidelines for Reverse Auction-2021**" may also be seen at BHEL website ([www.bhel.com](http://www.bhel.com)) on "Supplier Registration" Page.

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11. **Clause No. 18 of Addendum to GTC for Integrity Pact - Applicable as per Annexure XI.**
12. **Clause No. – 17 of GTC - Tender Evaluation – Grand Total Package Wise (Delivery up to Jogbani, Bihar).**

**Evaluation in case of more than one L-1 bidders** - In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discount from respective L-1.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
13. **Clause No. 39 of GTC – Quantity Variation** - BHEL shall have the right to variation in quantities of items within 20% 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 the purchaser shall have the right to increase or decrease quantity and scope up to the above extent of value and seller/contractor shall be bound to accept the same at the contracted prices without any escalation.  
Note: In case of package is broken into purchase orders of main supply, services and spares, quantity variation clause shall be applicable.
14. **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.
15. **HEALTH, SAFETY AND ENVIRONMENT (HSE) OF BHEL:** BHEL has their own Health, safety and environment. HSE policy is enclosed for bidder's reference.
16. **ADDITIONAL /EXTRA ITEM REQUIRED AT SITE DUE TO DAMAGE REPORTED AT SITE/ THEFT FOR COMPLETION OF PROJECT:** In case of additional requirement of any item specified in BOQ, whether due to damages / theft or any other reason, during contract (i.e. till expiry of contract i.e. end of guarantee period), contractor shall ensure supply of same at unit Price mentioned in purchase order main BOQ (supply and service portion) or BOQ for addition /deletion (if any).
17. **INVOLVEMENT OF REPRESENTATIVE:** Bidder must be **Cable** manufacturer. Purchase Orders will be placed on successful bidder directly for total supplies and services subject to prior approval by BHEL/end Customer.
18. **CUSTOMER APPROVAL:**
  - Bidder should be approved in SAPDC/SJVN and approved bidder to submit their approval letter of SAPDC/SJVN, if any,

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- Bidder who are not approved in SAPDC/SJVN, needs to be submitted complete credential along with techno-commercial bid for approval from SAPDC/SJVN & placement of order is subject to approval of SAPDC/SJVN.
- Final acceptance of technical qualified vendor for placement of order is subject to approval of SAPDC/SJVN. Price bid opening of offers is also subject to vendor approval from SAPDC/SJVN.

### 19. IMPORTANT INSTRUCTION TO BIDDER

- **Export worthy packing** as per specification is applicable. However, bidder to ensure proper packing to avoid any damage & packing of spares should be separated.
- Validity of PERFORMANCE BG: It should cover the guarantee period & additional cover period of 3 months.
- Transit Insurance policy shall be in Bidder's scope and that should also have a provision of 30 days extended cover at site/ store. **Place of store is INDO NEPAL BORDER STORE (JOGBANI).**
- **Separate POs shall be placed on L1 bidder at ex-works value for main supply & mandatory spares. However, evaluation shall be done based on overall quantity as per NIT.**
- Prices shall be **FIRM**. No enhancement of rate for whatsoever reasons unless and until asked by BHEL shall be allowed.

20. **DEFECT LIABILITY (GUARANTEE SPECIFIC CLAUSE):** The defect liability period shall be twenty four months (24) months from the date of completion of the facilities (or any part thereof) or eighteen (18) months from the date of operational acceptance/taking over of the facilities (or any part thereof), of respective unit/ common auxiliary whichever period concludes earlier.

If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant and equipment supplied or part thereof, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect. The Contractor shall not be responsible for the repair, replacement or making good of any defector of any damage to the Facilities arising out of or resulting from any of the following causes:

- (a) Improper operation or maintenance of the Plant and equipment by the Employer
- (b) Operation of the Facilities outside specifications provided in the Contract
- (c) Normal wear and tear

**Note:**

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21. The date of completion of Facilities is 21-08-2022 & operational acceptance/taking over is 15-09-2022.
22. Item like MANDATORY SPARES, TOOLS & TACKLES & CONSUMABLES ITEMS are not covered in defect liability, however bidder is bound to fulfill contractual liability.
23. **Clause No. 10 of Addendum to GTC for Performance Bank Guarantee / Clause No. 07 of GTC** - Bidder agrees to submit performance security required for execution of the contract within the time period mentioned (i. e. 60 days). In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest.

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

### **(Sign and seal of Bidder)**

Name:

Signature:

Stamp:

## Addendum to General Terms and Conditions (GTC-2016)

1	Offer Submission/ Opening Time	Offer Submission Time: <del>14:00</del> Hrs IST Offer Opening Time: <del>14:30</del> Hrs IST
2	Instruction to Bidder(s)	<p>(a) For Supply where Supervision of Erection, <del>Testing</del> &amp; Commissioning (ETC) at Site is in the scope of the supplier or Supply where Testing &amp; Commissioning (T&amp;C) at Site is in scope of the supplier, minimum 10% of total ex-works value shall be quoted under supervision of ETC/T&amp;C. In case bidder quotes less than 10%, then 10% of Total PO value excluding GST and F&amp;I shall be allocated to the supervision of ETC/T&amp;C scope. Service charges shall be back calculated to keep 10% of total cost to BHEL (without GST). This price adjustment shall be done from supply Ex works prices only on prorata basis for all supply line items.</p> <p>(b) For Supply where Erection, Testing &amp; 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&amp;I shall be allocated to the ETC scope. Service charges shall be back calculated to keep 20% of total cost to BHEL (without GST). This price adjustment shall be done from supply Ex works prices only on prorata basis for all supply line items.</p> <p>(c) Bidder's offer will be technically acceptable subject to final acceptance of vendor by ultimate customer as approved supplier. Price Bid will be opened only for those bidders in respect of which vendor approval is received from respective customer. Necessary credentials/documents to be submitted to customer for approval.</p>
3	Offer Submission Mode	<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 <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a>.</p> <p>Vendors participating through e-procurement portal for this tender should have Class-III Digital Signature Certificate (DSC) for Signing &amp; Encryption of bids issued by any of the valid Certifying Authorities (approved by Controller of Certifying Authorities) in India.</p>
4	Validity of Purchase Order	Purchase order shall be valid for two years from date of Purchase Order.
5	Work Address	<p>Bidder to mention their works address below from where material will be supplied</p> <p>Works Address----- ----- -----</p>
6	Pre- Qualification Requirement(PQR)	As per Annexure-I The bidder must ensure that they are meeting the PQR (Technical) and should submit all the requisite credentials as per PQR.
7	Deviation	<p><u>Technical Deviation</u>: No Technical Deviation is envisaged.</p> <p><u>Commercial Deviation</u>: No Commercial Deviation envisaged except defined in GTC.</p>
8	Delivery Plan	As per Activity Schedule-Annexure-II
9	Terms of Payment	As per clause 3.1 to 3.7 of GTC (as applicable). Supplier to submit bills alongwith billing checklist as per Annexure-III
10	Performance Bank Guarantee (PBG)	<p>Clause No. 7 of GTC, If no option is specified by the bidder, by default option – B for Bank Guarantee shall be considered.</p> <p>BG for Main supply items and Spares shall be submitted separately alongwith first bill.</p> <p><b>Note:</b> BG should be submitted on non-judicial stamp paper of appropriate value by the supplier alongwith first submission of bill to BHEL.</p>

## Addendum to General Terms and Conditions (GTC-2016)

11	Liquidated Damage	<p>Clause no. 13 of GTC - In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.5% of delayed lot value (Ex Works and F&amp;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&amp;I charges) shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.</p> <p>LD will calculated for lotwise and Manufacturing Clearance (MFC) date will be the last date of inputs for that particular lot</p> <p>Lot-1: items for which MFC is issued from 1-15 days of calendar month          Lot-2: items for which MFC is issued from 16-30/31 days of calendar month          Lot-3: items for which MFC is issued from 1-15 days of next calendar month,          Lot-4: items for which MFC is issued from 16-30/31 days of next calendar month and so on...</p>
12	Arbitration	As per Annexure-IV
13	Reverse Auction	<p>"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."</p> <p>Abridged Version of "Guidelines for Reverse Auction-2020" may also be seen at BHEL website (www.bhel.com) on "Supplier Registration" Page.</p>
14	Splitting of Contract	Splitting of Contract not applicable for this tender.
15	Make In India (PPP-MII)	<p>For this procurement, the local content to categorize a supplier as class-I local supplier / class-II local supplier / Non-Local supplier and purchase preference to class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020, issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT.</p> <p>"Bidder to specify the percentage of local content as per the format of self-declaration for local content" as per Annexure-V."</p> <p>"This tender is not a global tender and only class-I 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 <del>Class-II</del> &amp; Non-Local supplier shall be rejected."</p>
16	Compliance to GOI Order for restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017	Refer Clause at Annexure-VI and Certification at Annexure-VII / Annexure-VIII (whichever is applicable) regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017. Bidder to comply the clause and submit the certification. Non-compliance/ Non-submission of certification will lead to rejection of Offer.
17	MOP Circular	<p>Bidder to comply the MOP circular dated 02-07-2020 (Annexure-IX) and its subsequent amendment, if any, in prescribed format (Annexure-X). Non-compliance/ Non-submission will lead to rejection of Offer [Not Applicable for cases where local content is 100%].</p> <p>Vendor to quote as per specified price format of NIT, otherwise their offer shall be liable to be rejected.</p> <p>Following confirmation to be provided by vendor:  <b>"We confirm that we have quoted as per specified price format provided along with this tender".</b></p>
18	Integrity Pact	As per Annexure-XI.
19	Risk and Cost	As per Annexure-XII.
20	Prevention for cartel formation	<p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.</p> <p>In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>

## **Addendum to General Terms and Conditions (GTC-2016)**

21	Docuemts Required for Customer approval	Bidders to submit below documents alongwith their offer but not limited to: (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
22	BHEL Supplier Registration Portal	The link for Online Supplier registration Portal is <a href="https://supplier.bhel.in/">https://supplier.bhel.in/</a> The link for Online Supplier Registration Portal may also be seen at BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> ) on "Supplier Registration" Page.

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](http://www.bhel.com)) and Government's Central Public Procurement Portal (<https://eprocure.gov.in/>).

**(Sign and seal of Bidder)**

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

**GENERAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT**

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

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1.	<p><b>INSTRUCTION TO BIDDERS :</b></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 <b>14-00 Hrs.</b> 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, 5<sup>th</sup> 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 <b>ONLY</b> as per instructions given in the e-procurement portal (<a href="https://bheleps.buyjunction.in">https://bheleps.buyjunction.in</a>).</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) <b>Techno-commercial Bid (Part-I)</b> . To be submitted in 2 sets (original + copy). A copy of Price Bid (Part-II) clearly mentioning all the necessary information as per format <b>without prices</b> Un-Priced Bid+is also to be enclosed in Part-I Bid.</p> <p style="padding-left: 40px;">b) <b>Price Bid (Part-II)</b> . 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) &amp; (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 &amp; 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><b>PRICES :</b></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) <b>Ex-works Price:</b> Ex-works price including packing &amp; forwarding charges.</p> <p>b) <b>Freight:</b> Freight for door delivery up to destination / site / store are to be quoted separately.</p> <p>c) <b>Insurance:</b> Insurance for door delivery up to destination / site / store are to be quoted separately.</p>

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	<p>d) <b>Type Test Charges:</b> If asked in the technical specification, it is to be quoted separately for each test.</p> <p>e) <b>Charges for Supervision of Erection, Testing &amp; Commissioning (ETC) at Site:</b> To be quoted separately if specified in NIT/Price Schedule.</p> <p>f) <b>Charges for Testing &amp; Commissioning at Site:</b> To be quoted separately if specified in NIT/Price Schedule.</p> <p>g) <b>Charges for Erection, Testing &amp; Commissioning at Site:</b> 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 <b>GST rates</b> 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 &amp; Commissioning (ETC) at Site or Testing &amp; Commissioning at Site or Erection, Testing &amp; 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 &amp; 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 &amp; Duties, charges. Levies, royalty etc. if any, excluding GST.</p>
3.	<p><b>TERMS OF PAYMENT :</b></p> <p><b>3.1 For Supply only in scope of the supplier</b></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"> <li>• LR / GR duly endorsed by BHEL Site Official.</li> <li>• Material Receipt Certificate issued by BHEL Site Official.</li> <li>• GST Compliant Tax Invoice</li> <li>• Packing List (Case-wise)</li> <li>• Copy of Transit Insurance Certificate from underwriters.</li> <li>• Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management</li> <li>• Guarantee Certificate</li> <li>• Copy of Performance Bank Guarantee (PBG)</li> <li>• Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order.</li> </ul> <p><b>3.2 For Supply where Supervision of Erection, Testing &amp; Commissioning (ETC) at Site is in scope of the supplier or Supply where Testing &amp; Commissioning at Site is in scope of the supplier</b></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"> <li>· LR / GR duly endorsed by BHEL Site Official.</li> <li>· Material Receipt Certificate issued by BHEL Site Official.</li> <li>· GST Compliant Tax Invoice</li> <li>· Packing List (Case-wise)</li> <li>· Copy of Transit Insurance Certificate from underwriters.</li> <li>· Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management</li> <li>· Guarantee Certificate</li> <li>· Copy of Performance Bank Guarantee (PBG)</li> <li>· Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order.</li> </ul> <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"> <li>· Certificate of successful completion of Supervision of Erection, Testing &amp; Commissioning at Site if it is in the scope of the supplier or Certificate of successful completion of Testing &amp; Commissioning at Site if it is in the scope of the supplier.</li> <li>· Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management</li> </ul> <p><b>3.3 For Supply where Erection, Testing &amp; Commissioning (ETC) at Site is in scope of the supplier</b></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"> <li>· LR / GR duly endorsed by BHEL Site Official.</li> <li>· Material Receipt Certificate issued by BHEL Site Official.</li> <li>· GST Compliant Tax Invoice</li> <li>· Packing List (Case-wise)</li> <li>· Copy of Transit Insurance Certificate from underwriters.</li> <li>· Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management</li> <li>· Guarantee Certificate</li> <li>· Copy of Performance Bank Guarantee (PBG)</li> <li>· Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order</li> </ul> <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"> <li>· Certificate of successful completion of Erection, Testing &amp; Commissioning at Site issued by BHEL Site Official / Construction Management</li> <li>· Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management</li> </ul> <p><b>3.4 For Type Test Charges</b></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&amp;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 &amp; 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 &amp; Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies).</p> <p>3.6 For Charges for Testing &amp; 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 &amp; 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"> <li>i) Supplier has to submit invoice(s) as per PO or approved billing break-up of prices (if applicable as per NIT).</li> <li>ii) In case of supplies for overseas project, Material Receipt Certificate issued by BHEL Authorized Representative shall also be acceptable.</li> <li>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.</li> <li>iv) Supplier has to ensure commencement of transit insurance from the date not later than LR / GR date.</li> <li>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</li> <li>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 &amp; registered as Micro &amp; Small Enterprises based on documents mentioned in the NIT for MSME.</li> <li>vii) Supplier has to submit PBG (as per BHEL format) &amp; Guarantee Certificate as per PO terms.</li> <li>viii) In case any shortages and / or damages in supplies, an amount calculated</li> </ul>

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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><b>INTEREST LIABILITY :</b></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><b>GUARANTEE :</b></p> <p>The equipment / material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design &amp; engineering, material, workmanship &amp; manufacture and in full conformity with the Purchase Order / Contract, Technical Specifications &amp; 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 &amp; 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 &amp; 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 suppliers / contractors 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 &amp; 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><b>LATENT DEFECT :</b></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><b>PERFORMANCE BANK GUARANTEE (PBG) :</b></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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	iv) Supplier has to confirm one of the applicable options for submission of PBG / Deposit before placement of PO. v) In case of non. submission PBG / Deposit, as applicable, BHEL reserve the right for Risk Purchase as per terms of the NIT and impose Suspension of Business Dealings with the Supplier / Contractor. vi) BHEL reserve the right to encash the Bank Guarantee and forfeit the amount in the event of any default, failure or neglect on part of the Supplier in fulfilment of performance of the Purchase Order. vii) Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in Purchase Order value up to $\pm 20\%$ . Beyond this variation of $\pm 20\%$ , the Supplier shall arrange to enhance or may reduce the value of the Bank Guarantee accordingly for the total variation promptly. viii) Vendor to ensure submission of Certificate of Final Documentation /Confirmation regarding Non applicability of Final Documentation, as the case may be, as referred in clause No 9 regarding Final Documentation. BG shall be released only after submission of the same to BHEL TBMM.
8.	<p><b>SUBMISSION OF DRAWINGS / DOCUMENTS FOR APPROVAL :</b></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 &amp; 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><b>FINAL DOCUMENTATION :</b></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><b>INSPECTION :</b></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><b>DESPATCH DOCUMENTS :</b> Despatch documents to be immediately sent to BHEL on despatch are as follows :-</p> <ul style="list-style-type: none"> <li>• Copy of Invoice</li> <li>• Copy of LR / GR in case of Indian suppliers or BL / AWB in case of foreign suppliers</li> <li>• Copy of Packing List (Case-wise)</li> <li>• Copy of Transit Insurance Certificate from underwriters</li> <li>• Copy of Guarantee Certificate</li> </ul>
12.	<p><b>DELIVERY PERIOD :</b> 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><b>LIQUIDATED DAMAGES FOR DELAYED DELIVERY:</b> 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 &amp; 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 &amp; 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 &amp; 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 &amp; 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 &amp; 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 &amp; 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><b>VALIDITY OF OFFER :</b> 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><b>ACCEPTANCE / REJECTION OF TENDER :</b> 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><b>DEVIATION :</b> 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><b>TENDER EVALUATION :</b> 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 &amp; 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 &amp; 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 &amp; insurance are to be quoted separately &amp; 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><b>LOADING CRITERIA :</b> List of permissible deviations &amp; 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"> <li>i) Port handling / clearing charges: @ 1% of CIF value to arrive at Customs Assessable Value.</li> <li>ii) Custom Duty (including CVD &amp; SAD) as per NIT prevailing on date of price bid opening.</li> <li>iii) Inland Freight &amp; 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.</li> </ul> <p>Note : Additional deviations (if considered acceptable by BHEL) &amp; the loading criteria shall be communicated to all the qualified bidders before price bid opening.</p>
<b>19.</b>	<p><b>ARBITRATION :</b></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>
<b>20.</b>	<p><b>LEGAL SETTLEMENT :</b></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>
<b>21.</b>	<p><b>SUB-CONTRACTING :</b></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 / Contractor 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 / 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><b>RISK PURCHASE :</b>  In case the Supplier / Contractor fails to supply or fails to comply with terms &amp; 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 &amp; 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><b>ADJUSTMENT OF RECOVERY :</b>  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><b>FORCE MAJEURE CONDITION :</b>  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 <del>event</del>), 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><b>MANUFACTURING QUALITY PLAN (MQP) :</b> Supplier to submit approved MQP in line with requirement of BHEL/customer.</p>
26.	<p><b>SUPPLIER PERFORMANCE MONITORING AND RATING SYSTEM :</b> 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 <a href="http://www.bhel.com">www.bhel.com</a> for reference.</p>
27.	<p><b>DEALING WITH BANNED SUPPLIERS / CONTRACTORS IN BHEL :</b> 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 <a href="http://www.bhel.com">www.bhel.com</a> for reference.</p>
28.	<p><b>ORDER OF PRECEDENCE :</b> The order of precedence shall be as follows :-</p> <ol style="list-style-type: none"> <li>Special Terms &amp; Conditions (STC) for Tender Enquiry / Contract, if any</li> <li>General Terms &amp; Conditions (GTC) for Tender Enquiry / Contract &amp; Additional General Terms &amp; Conditions (GTC) for Tender Enquiry / Contract for Erection Testing &amp; Commissioning (ETC) at Site, if applicable</li> </ol> <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><b>PACKING :</b> 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&amp;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"> <li>Case / Packing size (as applicable).</li> <li>Gross weight and net weight of each package.</li> <li>Detailed contents of the package with quantity of each item separately.</li> </ol> <p>Project, Item / Package Description, BHEL's PO No. with date &amp; Case / Packing Mark should also be clearly mentioned on the Case / Packing and Packing List for identification. Also, Packing List must be duly signed &amp; should include respective Invoice No. &amp; 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"> <li>No. of Packages</li> <li>Size with Weight (Gross &amp; Net) of each Package</li> <li>No. of Containers with type &amp; size required for inland transportation</li> </ol>

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	iv) Type of Cargo (Break Bulk / LCL / FCL) v) Customs Tariff No.
<b>30.</b>	<p><b>COLOUR CODING :</b> 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&amp;M spares : Green tag</p>
<b>31.</b>	<p><b>MICRO, SMALL &amp; MEDIUM ENTERPRISES (MSME) :</b> MSMED Act 2006 as amended from time to time &amp; extant regulations of Govt. of India for MSME will be applicable. Micro &amp; 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 &amp; Medium Enterprises should also be furnished.</p>
<b>32.</b>	<p><b>BUSINESS ETHICS / SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS :</b> 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 for Suspension of Business Dealings with Suppliers/Contractors+ Abridged version of same is available at BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>) on %Supplier Registration+Page.</p>
<b>33.</b>	<p><b>REVERSE AUCTION :</b> 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 (<a href="http://www.bhel.com">www.bhel.com</a>) on %Supplier Registration+ Page &amp; %Tender Notifications+Page.</p>
34.	<p><b>INTEGRITY PACT :</b>  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><b>TERMINATION OF CONTRACT :</b>  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 &amp; Commissioning (ETC) / Supervision of ETC, if any, would also get cancelled.</p>
36.	<p><b>SHELF LIFE :</b>  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><b>LIMITATION OF LIABILITY :</b>  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><b>SHORTAGES / DAMAGES :</b></p> <p>a) Against Supply only or Supply where Supervision of Erection, Testing &amp; Commissioning (ETC) at Site or Supply where Testing &amp; 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 &amp; 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>
<b>39.</b>	<p><b>VARIATION OF CONTRACT VALUE / QUANTITY VARIATION :</b>  BHEL shall have the right to variation in quantities of items within <math>\pm 30\%</math> 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>
<b>40.</b>	<p><b>STATUTORY VARIATION :</b>  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>
<b>41.</b>	<p><b>MODE OF PAYMENT :</b>  Payment shall be made directly to the Supplier / Contractor by BHEL through NEFT / RTGS.</p>
<b>42.</b>	<p><b>CONFIDENTIALITY :</b>  Supplier / Contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings &amp; 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>
<b>43.</b>	<p><b>INDEMNIFICATION :</b>  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.
<b>44.</b>	<p><b>TITLE OF GOODS :</b></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>
<b>45.</b>	<p><b>COMPLIANCE OF STATUTORY REQUIREMENTS :</b></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>
<b>46.</b>	<p><b>ACCEPTANCE OF ORDER :</b></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 &amp; 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>
<b>47.</b>	<p><b>FRAUD PREVENTION POLICY :</b></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 <a href="http://www.bhel.com">http://www.bhel.com</a> 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

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

**ADDITIONAL GENERAL TERMS AND CONDITIONS**

**FOR  
TENDER ENQUIRY / CONTRACT  
FOR  
ERECTION, TESTING & COMMISSIONING (ETC) AT SITE**

This is to be read in conjunction with General Terms and Conditions for Tender Enquiry / Contract "BHEL/TBG/GTC/2015" & 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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<b>1.</b>	<p><b>SCOPE OF WORK :</b></p> <p>The scope of work of the successful bidder / contractor shall comprise but not limited to the following :-</p> <ol style="list-style-type: none"> <li>1.1 Receipt of equipment / material at site, unloading, handling, transportation to storage area.</li> <li>1.2 Inspection / verification of equipment / material received for any shortage / damage after opening the packing / cases and intimating the same to BHEL / Owner and underwriters within the time period specified by BHEL / Underwriters and to strictly follow the procedures specified. Storage of equipment in open / indoor store to be provided by BHEL in line with the instructions of BHEL.</li> <li>1.3 Conservation / maintenance / up-keeping of the equipment / item in the store.</li> <li>1.4 Temporary lighting in stores and construction area wherever required for their work.</li> <li>1.5 Safety / Security of equipment / material.</li> <li>1.6 Transportation of equipment / material from store to erection site, erection of equipment / material in line with the drawings / instructions to be furnished by BHEL, testing, commissioning including PG test (if applicable) and handing over.</li> <li>1.7 Maintenance of associated equipment till handing over &amp; any other activity necessary for completion of the job but not specifically mentioned in this specification.</li> <li>1.8 Unloading, transportation to storage area, storing, up-keeping and handing over of spare items / equipment.</li> <li>1.9 Safety, watch &amp; ward of material at site which shall be sole responsibility of the Contractor.</li> </ol> <p>Note :</p> <p>In case unloading / watch &amp; ward of material at site is not executed by the Contractor, BHEL reserve the right to get it executed with the available resources at the risk &amp; cost of the Contractor.</p>

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2.	<p><b>PRICES :</b> Prices shall be firm for the total contract period and no price variation shall be applicable. Prices shall be inclusive of all taxes and duties, except GST. GST shall be payable extra only if quoted separately.</p>
3.	<p><b>TESTING AND COMMISSIONING :</b></p> <p>2.1 All the electrical / mechanical test of the equipment &amp; material and shall be arranged by the contractor as per standard specification / Field Quality Plan / Erection Manual / Directives of the Site Official / Owner. The contractor shall fill the check list for storage, erection, testing and commissioning of all their equipment as per BHEL systems to ensure proper quality of work.</p> <p>2.2 All the testing equipment required to carry out the site test for all their equipment or the erected equipment shall be arranged by the contractor at his own cost. However, necessary instructions and guidelines will be given by BHEL / Owner.</p> <p>2.3 The contractor shall be entirely responsible for the satisfactory erection and providing test equipment &amp; skilled manpower for testing &amp; commissioning of all equipment.</p> <p>2.4 Before charging, the system shall have to be approved by Statutory Govt. Authorities like Electrical Inspector other concerned agency and the contractor has to arrange approval for the same.</p>
4.	<p><b>CONSUMABLES :</b> The contractor shall maintain adequate inventory of necessary consumables at site prior to erection so that timely completion of the works under the contract is not held-up due to non-availability of consumables / spares.</p>
5.	<p><b>COMMENCEMENT OF WORK :</b> Start / Zero date for the work shall be date of Contract / letter of intent or as specified in the Contract / activity schedule.</p>
6.	<p><b>COMPLETION SCHEDULE :</b> The entire work under this tender enquiry is required to be completed as specified in NIT / Tender Enquiry.</p>
7.	<p><b>OVER RUN CHARGES :</b> No over run charges are payable.</p>
8.	<p><b>IDLE LABOUR CHARGES :</b> No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.</p>
9.	<p><b>SECURITY-CUM-PERFORMANCE BANK GUARANTEE :</b> The Contractor shall arrange to submit Security-cum-Performance BG for 10% of total Contract value for ETC at Site excluding taxes &amp; duties along with first invoice or within 60 days from award of Contract whichever is earlier valid till guarantee period on a non-judicial stamp paper of appropriate value.</p> <ul style="list-style-type: none"> <li>• The Bank Guarantee shall be from any bank as per Annexure for List of Banks (32 Nos.). The original BG should be sent by issuing Bank directly to BHEL/TBG Sector Head, unless otherwise specified in the NIT.</li> <li>• Extension of validity of the BG in original, as per above clause, should be sent by issuing Bank directly to BHEL/TBG Sector Head, unless otherwise specified</li> </ul>

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	<p>in the NIT, at least 45 days before expiry of validity of the BG.</p> <ul style="list-style-type: none"> <li>• Unless otherwise specified in the NIT, deviation taken for non-submission of BG, as applicable, shall not be accepted.</li> <li>• In case of non. submission BG / 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.</li> <li>• BHEL reserves the right to encash the Bank Guarantee and forfeit the amount in the event of any default, failure or neglect on part of the Contractor in fulfilment of performance of the Contract.</li> <li>• Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in Contract value up to <math>\pm 20\%</math>. Beyond this variation of <math>\pm 20\%</math>, the Contractor shall arrange to enhance or may reduce the value of the Bank Guarantee accordingly.</li> </ul>
10.	<p><b>INSURANCE :</b> The Contractor shall take insurance to cover his Tools and Plants, assets, workmen's compensation and third party liabilities. The contractor shall make available the original insurance certificates to the Site Official for necessary verification before commencement of work.</p>
11.	<p><b>VARIATION OF CONTRACT VALUE / QUANTITY VARIATION :</b> BHEL shall have the right to variation in quantities of items within <math>\pm 30\%</math> of the total Contract value at the time of award of Contract on overall basis for all amendments together within two years from the date of original Contract or completion of execution of the 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 Contractor shall be bound to accept the same the contracted prices / rates without any escalation. However, if the Contract is on %lumpsum+ basis, no variation of Contract value shall be admissible to the Contractor within the scope of Contract, as long as the inputs remain unchanged.</p>
12.	<p><b>GUARANTEE :</b> The equipment / material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design &amp; engineering, material, workmanship &amp; manufacture and in full conformity with the Contract, Technical Specifications &amp; 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 later.</p> <p>The defective equipment / material / component shall be replaced free of cost at site. 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 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 contractor without prejudice to any other rights under the contract and recover the same from BG / other dues of this Contract or any other Purchase Order / Contract executed by the contractor.</p>

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	<p>Note :</p> <ul style="list-style-type: none"> <li>• In case of Illumination System, items viz. Lamps, Tubes, Ballast, Starters, Capacitors &amp; Fuses will not be under Guarantee after commissioning.</li> <li>• In addition to the above guarantee period, Extended Guarantee / Warranty, if any, shall be as per NIT / Technical Specifications.</li> <li>• In case offer of agent of Foreign OEM / Foreign Principal is considered, Guarantee as mentioned above has to be provided by the Foreign OEM / Foreign Principal also.</li> </ul>
13.	<p><b>TERMS OF PAYMENT :</b> For Erection, Testing &amp; Commissioning (ETC) at Site</p> <p>a) 70% of the Contract value against monthly progressive bills on pro-rata basis for unloading, storage and completion of erection as certified by BHEL Site Official with days from the date of receipt of GST Compliant Tax Invoice ( Original +2 Copies)</p> <p>b) 20% of the Contract value against monthly progressive bills on pro-rata basis for testing &amp; successful commissioning as certified by BHEL Site Official within 60 days from the date of receipt of GST Compliant Tax invoice in 3 sets (original + 2 copies)</p> <p>c) 10% of the Contract value after Acceptance Test, Re-test (if any), PG Test (if any) and Handing Over as certified by BHEL Site Official within 60 days from the date of receipt of GST Compliant Tax invoice in 3 sets (original + 2 copies)</p> <p>Notes</p> <p>(a) It should be ensured that Tax Invoice complies with statutory requirements under GST law to enable BHEL to avail Input Tax Credit.</p> <p>(b) 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)</p> <p>(c) Copy of GST Registration Certificate(s) shall be also be attached with Tax Invoice</p>
14.	<p><b>PRICE VARIATION / ESCALATION :</b> Prices shall be firm for total contract period and extended period, if any, and no price escalation / price variation will be applicable.</p>
15.	<p><b>LIQUIDATED DAMAGES FOR DELAY IN ERECTION, TESTING &amp; COMMISSIONING (ETC) AT SITE:</b> In case of delay in execution of Contract beyond the contractual completion time for Erection, Testing &amp; Commissioning at Site, an amount of 0.5% of the total Contract value for ETC at Site per week of delay or part thereof subject to a maximum of 10% of the total Contract value for ETC at Site shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.</p> <p>However, in case of staggered (lot-wise) contractual completion schedule, an amount of 0.5% of the total Contract value for ETC at Site of delayed lot per week of delay or part thereof shall be deducted as liquidated damages , subject to maximum of 10% of the total Contract value for ETC at Site along with applicable GST(if any) on LD</p> <p>Note :</p> <p>i) In case of any amendment / revision in PO / WO, the LD shall be linked to the amended / revised Contract value and completion time / schedule for ETC at Site, if</p>

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	<p>applicable.</p> <p>If, as per contractor, delay is not attributable to the contractor, delay analysis with documentary evidence may be submitted by the contractor at the earliest but not later than six months from the end of the financial year in which the payment is withheld. Based on the above details / documents submitted by the contractor, 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 delay in Erection, Testing &amp; Commissioning at Site.</p>
<b>16.</b>	<p><b>FACILITIES TO BE PROVIDED AT SITE BY THE CONTRACTOR :</b></p> <p>Watch and ward for the store and safe custody of the equipment / material in the scope of Contractor shall be his responsibility.</p> <p>It is the responsibility of the contractor to dismantle and take away all the material of his office accommodation as soon as the work is handed over to BHEL / Owner and clean the area of debris.</p>
<b>17.</b>	<p><b>ADDITIONAL EXPENDITURE :</b></p> <p>In case any additional expenditure is incurred in the works arising out of the faulty execution of the works by the contractor, such additional expenditure shall be borne by the contractor.</p>
<b>18.</b>	<p><b>REGULATION OF LOCAL AUTHORITIES &amp; COMPLIANCE OF STATUTORY REQUIREMENTS :</b></p> <p>The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.</p> <p>The contractor, as required, will obtain independent licence under The Contract Labour (Regulation and Abolition) Act, 1970 from the concerned authorities based on the certificate (Form-V) issued by the Principal Employer / Customer.</p> <p>In case Contractor is not registered with GST authorities of state where project is located , vendor shall have to obtain registration with GST Authorities of state .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 Contract and having in force and applicable to the Contract and nothing shall be done by the Contractor in contravention of any Law / Act and / or Rules / Regulations, thereunder or any amendment thereof.</p> <p>Provisions of The Building &amp; Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and The Building &amp; Other Construction Workers Welfare Cess Act, 1996 shall also be applicable.</p> <p>The 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 Contract. In case BHEL is constrained to make any of such payments, BHEL shall recover the same from the Contractor either from moneys due to him or otherwise as deemed fit.</p>
<b>19.</b>	<p><b>DISCIPLINE OF WORKMEN :</b></p> <p>The contractor shall adhere to the disciplinary procedure set by the BHEL / owner in respect of his employees and workmen at site.</p>
<b>20.</b>	<p><b>ELECTRICITY &amp; WATER :</b></p> <p>Electricity for ETC work shall be provided at one point on free of cost basis. The contractor shall have to make his own arrangements for distribution to various locations for their works including proper switches / fuse units, distribution boards, cables, poles etc. to ensure safety of employees, workmen and equipment. If required the contractor shall employ DG Set operated equipment in addition to</p>

<b>Sr. No.</b>	
	electrically operated ones to ensure timely completion of work. Unless otherwise stated in NIT, the contractor shall make his own adequate arrangement for clear water to be used for various work.
<b>21.</b>	<p><b>ARBITRATION :</b> 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>

Signature of Bidder (Authorized Signatory) with Date & Seal

## ANNEXURE – I

**Enquiry No. - 92G2100346 dated 12.03.2021 Rev 01**

**PRE-QUALIFYING REQUIREMENT:** Bidder must comply the following requirement else offer is liable for rejection.

### Technical PQR

#### **Route.1**

The Manufacturer of 400kV XLPE cable shall have designed, manufactured, type tested at least the minimum specified quantity of all equipment covered under the scope of this contract (i. e. 4550 meter of 400kV XLPE Cable) of at least the rating as specified herein under or higher in last 20 years and supplied equipment should be in successful operation for at least 2 years in last 10 years as on Scheduled Date# in Power Plant or Sub-stations or Industrial Complex etc.

Minimum rating required for criteria of the 400kV XLPE Cables (450A) should be **400kV Class, 270 A** (i.e 60% of rated current) in the current project requirement.

Remark - # Originally scheduled date of technical bid opening of this Tender.

#### **Route.2**

Alternatively, the manufacturer, who have established manufacturing and testing facilities in India based on technological support of collaborator and not meeting the requirement stipulated in (Route.1) above, can also be considered provided that,

a) Min. 400kV grade XLPE insulated Cable of at least 270 A rating must have been **manufactured & PQ tested as per IEC/IS standard** from the works where the cable is manufactured AND is ready to conduct the Type Tests before supply of the Cable.

#### **AND**

b) The collaborator meets the requirements stipulated in (Route.1) above. A valid collaboration agreement for technology transfer / license to design, manufacture, test and supply 400kV XLPE Cable shall be submitted."

#### **Financial PQR** as under;

Bidder should have a minimum average audited annual turnover / Sales Value of **INR 2000 LAKHS** for last three financial years **(2017-18, 2018-19 & 2019-20) or (2018-19, 2019-2020 & 2020-21)** and should submit audited balance sheet and Profit & Loss Account Sheet of these years and should declare with supporting documents including audited balance sheet and P & L account.

#### **Note :**

- (1). Bidder must submit all supporting documents along with their offer.
- (2) Offers will be scrutinized based on the qualifying requirements and only those who are technically and financially capable to execute the job and who fulfil the prequalifying requirements (PQR) are eligible to quote against above NIT. However, final acceptance of the bidder/offer shall be subject to acceptance of our customer.



**BHEL UN-PRICE BID/PRICE BID FORMAT FOR SUPPLY**

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

PROJECT : - SJVN ARUN III

VENDOR NAME / OFFER REF:

ENQUIRY No. - 92G2100346 dated 12.03.2021 Rev 01

S.No.	Description of Item	HSN Code	Unit	Quantity	Unit Price Ex-works (Rs.)	Total Ex-Works (Rs.)	GST @ 0.1 % on Ex Works	Unit Freight & Insurance up To Jogbani (Bihar)	Total Freight & Insurance up To Jogbani (Bihar)	GST @ 0.1 % on Freight & Insurance	TOTAL (FOR Destination) PRICE (Rs.)
1	SUPPLY- HIGH VOLTAGE POWER CABLE : XLPE INSULATED, COPPER (PLAIN) CONDUCTOR, PE WITH HFFR LAYER OUTER SHEATH 230/400KV SINGLE CORE, 500 SQMM SIZE		MTR	6000							
2	SUPPLY- HIGH VOLTAGE POWER CABLE : BONDING CABLE FOR EARTHING THE METALLIC SHEATH OF THE EHV CABLE		MTR	100							
3	SUPPLY- HIGH VOLTAGE POWER CABLE : EARTH CONTINUITY CONDUCTOR		MTR	1850							
4	SUPPLY- HIGH VOLTAGE POWER CABLE : INDOOR/ OUTDOOR TERMINATION KIT FOR GIS END SUITABLE FOR 230/400KV, 500 SQMM SIZE		NO	24							
5	SUPPLY- HIGH VOLTAGE POWER CABLE : INDOOR/ OUTDOOR TERMINATION KIT FOR SPARE EHV CABLE FOR 230/400KV, 500 SQMM SIZE		NO	2							
6	SUPPLY- HIGH VOLTAGE POWER CABLE : 1 X 3 PHASE - DISCONNECTING LINK BOX WITH SVL(SHEATH VOLTAGE LIMITER SUITABLE/ COMPATIBLE FOR EHV CABLE SYSTEM WITH NECESSARY FITTINGS AND ACCESSORIES		SET	4							
7	SUPPLY- HIGH VOLTAGE POWER CABLE : 1 X 3PHASE DISCONNECTING LINK BOX WITHOUT SVL(SHEATH VOLTAGE LIMITER) SUITABLE/ COMPATIBLE FOR FOR EHV CABLE SYSTEM WITH NECESSARY FITTINGS AND ACCESSORIES		SET	4							
8	SUPPLY- HIGH VOLTAGE POWER CABLE : 1 PHASE - DISCONNECTING LINK BOX WITH SVL(SHEATH VOLTAGE LIMITER SUITABLE/ COMPATIBLE FOR EHV CABLE SYSTEM WITH NECESSARY FITTINGS AND ACCESSORIES		SET	1							
9	SUPPLY- HIGH VOLTAGE POWER CABLE : 1 X 3 PHASE - CROSS BONDING LINK BOX WITH SVL(SHEATH VOLTAGE LIMITER SUITABLE/ COMPATIBLE FOR EHV CABLE SYSTEM WITH NECESSARY FITTINGS AND ACCESSORIES		SET	1							
10	SUPPLY- HIGH VOLTAGE POWER CABLE : CABLE SUPPORT STRUCTURE FOR CABLE SEALING END SUITABLE/ COMPATIBLE FOR FOR CABLE SYSTEM		MT	5							
11	SUPPLY- HIGH VOLTAGE POWER CABLE : SINGLE CLAMPS, NON-MAGNETIC SUITABLE/ COMPATIBLE FOR FOR CABLE SYSTEM		NO	4000							
12	SUPPLY- HIGH VOLTAGE POWER CABLE : TREFOIL CLAMPS, NON-MAGNETIC SUITABLE/ COMPATIBLE FOR CABLE SYSTEM		NO	100							
13	SUPPLY- HIGH VOLTAGE POWER CABLE : SUPERVISION , CONTROL, MONITORING AND RELATED ITEMS		SET	1							
14	SUPPLY- HIGH VOLTAGE POWER CABLE : CABLE IDENTIFICATION TAGS		LOT	1							
15	SPARES- HIGH VOLTAGE POWER CABLE : XLPE INSULATED, COPPER (PLAIN) CONDUCTOR, PE WITH HFFR LAYER OUTER SHEATH 230/400KV SINGLE CORE, 500 SQMM SIZE		MTR	350							
16	SPARES- HIGH VOLTAGE POWER CABLE : INDOOR/ OUTDOOR TERMINATION KIT FOR GIS END SUITABLE FOR 230/400KV, 500 SQMM SIZE		NO	2							
17	SPARES- HIGH VOLTAGE POWER CABLE : COPPER (PLAIN) CONDUCTOR, STRAIGHT THROUGH JOINT SUITABLE FOR 230/400KV, 500 SQMM SIZE		NO	2							
18	SPARES- HIGH VOLTAGE POWER CABLE : SURGE ARRESTOR (SHEATH VOLTAGE LIMITER) FOR 400KV XLPE CABLE		NO	4							
19	SPARES- HIGH VOLTAGE POWER CABLE : DISCONNECTING LINK BOX, THREE PHASE		NO	2							
20	SPARES- HIGH VOLTAGE POWER CABLE : DISCONNECTING LINK BOX, SINGLE PHASE		NO	2							
21	SPARES- HIGH VOLTAGE POWER CABLE : BONDING CABLE FOR EARTHING THE METALLIC SHEATH OF THE EHV CABLE		MTR	350							
	<b>TOTAL PRICE FOR SUPPLY [IN FIGURES]</b>										
	<b>TOTAL PRICE FOR SUPPLY [IN WORDS]</b>										

1. It is certified that M/s \_\_\_\_\_ have quoted as per the specified price format of the tender, otherwise offer shall be liable for rejection.
2. PLEASE NOTE THAT UNPRICED COPY OF PRICE BID (i.e. WITH ALL PRICE BLANKED) SHALL BE FURNISHED ALONGWITH TECHNO-COMMERCIAL BID.
3. Vendor to mention the word "QUOTED" against each item in UNPRICED SCHEDULE.
4. GST applicable in case of Export Project @ 0.1 % as per notification no. - 41/2017 - Integrated tax (rate) dated 23.10.2017

**BHEL UN-PRICE BID/PRICE BID FORMAT FOR SERVICE PORTION**

PROJECT : - SJVN ARUN 3

VENDOR NAME / OFFER REF:

NOTE: THIS FORMAT IS TO BE SUBMITTED IN ORIGINAL ONLY, DULY FILLED IN. REPRODUCTION OF THIS FORMAT ON BIDDER'S LETTER HEAD OR ON OTHER PAPER IS NOT ACCEPTABLE.

TENDER ENQUIRY NO. : 92G2100346 dated 12.03.2021 Rev 01

SL. NO.	DESCRIPTION OF ITEM	UNIT	SAC CODE	QTY.	UNIT PRICE (Rs.)	TOTAL PRICE (Rs.) (5 * 6)
1	2	3	4	5	6	7
1	Site survey for route & length finalization of 400 kV, 1Cx500sqmm, Copper Conductor, XLPE cables The exact cable length shall be decided after visiting site & making precise measurements at contract stage. Manufacturing lengths and drum length shall be determined with consultation & approval with BHEL/ Customer/ Consultant. 1. The payment of cables lengths for supply shall be as per approved quantities after survey. 2. The Payment of cables length for installation shall be as per actual measurement at site which shall also include cable terminations. 3. The length may vary by -20% to +20% at contract stage based on actual measurement at site and calculations submitted by the bidder. ( 1 Lot = Complete requirement for package )	Lot		1		
2	Installation of 400 kV, 1Cx500sqmm, Copper Conductor, XLPE cables complete in all respect including earthing & bonding arrangements. Scope includes installation of installation of clamp, route marker, cable marker & other miscellaneous cable accessories. Installation of XLPE, Cu conductor cable shall be completed in all respects and comprising of following but not limited to, 1. Laying of cables in flat / trefoil form with proper dressing by fixing trefoil clamps and/ or single form as required on support structure using trefoil/ single clamps on cable trays of cable trench/ rack assembly/ other structure assembly. The scope shall include includes snaking, dressing of cable etc. also. 2. Arrangement of special tools & tackles for smooth laying & installation on returnable basis. 3. All cable tags shall be supplied and fixed at the distance of 30m and in all bends/ as applicable in technical specification. 4. Any other service(s) required to complete the work in all respects but not limited to above shall be in bidder's scope.	Meter		6000		
3	Installation of Cable Accessories: Cable sealing end (SF6 to XLPE ) suitable for termination of 400 kV, 1Cx500sqmm, Copper Conductor, XLPE cables for interconnection with GIS complete with all necessary fittings, accessories, hardware & Bonding arrangement for the connection of the cable sheath to the grounding system Termination of Cable Sealing End shall be completed in all respects and comprising of following but not limited to, 1. Termination suitable with Copper Cable in all respects. 2. Fixing of structure for support of termination including other fixing arrangements. 3. Termination/ jointing of cables shall be done by skilled and experienced jointer certified by OEM of the joints/ end terminations and duly approved by Engineer-in charge. 4. Any other service(s) required to complete the work in all respects but not limited to above shall be in bidder's scope.	Nos		26		
4	Installation of Cable Accessories: 1x3-PHASE DISCONNECTING LINK BOX WITH & WITHOUT SVL - (Cable Covering Protective Unit -CCPU) with Sheath Voltage Limiter suitable for 400 kV, 3Rx1Cx500sqmm, Copper Conductor, XLPE cables, along with installation of metallic screen bonding/ earthing cable along with accessories. Installation of link box shall be completed in all respects and comprising of following but not limited to, 1. Installation of link box along with installation of metallic screen bonding/ earthing cable along with accessories. 2. Installtion of rod electrode/ pipe electrode or any other accessories for earthing shall also be in bidder's scope. 3. Any other service(s) required to complete the work in all respects but not limited to above shall be in bidder's scope.	Nos		8		
5	Installation of Cable Accessories: 1- PHASE LINK BOX WITH SLV - DISCONNECTING LINK BOX (Cable Covering Protective Unit -CCPU) with Sheath Voltage Limiter suitable for 400 kV, 1Cx500sqmm, Copper Conductor, XLPE cables, along with installation of metallic screen bonding/ earthing cable along with accessories. Installation of link box shall be completed in all respects and comprising of following but not limited to, 1. Installation of link box along with installation of metallic screen bonding/ earthing cable along with accessories. 2. Installtion of rod electrode/ pipe electrode or any other accessories for earthing shall also be in bidder's scope. 3. Any other service(s) required to complete the work in all respects but not limited to above shall be in bidder's scope.	Nos		1		

6	Installation of Cable Accessories: 1x3-Phase CROSS BONDING LINK BOX WITH SVL - Link Box with Sheath Voltage Limiter suitable for Cross Bonding arrangement of 400 kV, 3Rx1Cx500sqmm, Copper Conductor, XLPE cables, complete with all necessary fittings, accessories, hardware, Bonding & grounding system. Installation of link box shall be completed in all respects and comprising of following but not limited to, 1. Installation of link box along with installation of metallic screen bonding/ earthing cable along with accessories. 2. Installtion of rod electrode/ pipe electrode or any other accessories for earthing shall also be in bidder's scope. 3. Any other service/(s) required to complete the work in all respects but not limited to above shall be in bidder's scope.	Nos		1		
7	Installation of Support structure: Support structure for Cable Termination/ Sealing End, including cable trays / hangers, fixtures, hardware etc as applicable. All structural works required to support and fix the end terminations including supply of mounting hardware, fixing hardware, grouting and other civil works required to complete the work shall be in bidder's scope.	MT		5		
8	Installation and services for Control, monitoring and related items Installation of Control, monitoring and related items shall be complete in all respects and comprising of following but not limited to, 1. Control, monitoring and related items as per clause no. 17.1.1.2, Co-ordination and provision of necessary contacts and/or ports for integration with plant SCADA system. 2. Any other service required for completion of work shall be included in biider's scope.	Lot		1		
9	Field testing & commissioning 400kV XLPE, Cu conductor cable along with accessories - a) High voltage AC resonant type Test / Uo voltage for 24 hours as per clause no 16.3 of IEC 62067 (AC voltage test of the insulation)	Lot		1		
10	Field testing & commissioning 400kV XLPE, Cu conductor cable along with accessories - b) Partial discharge measurement test	Lot		1		
11	Field testing & commissioning 400kV XLPE, Cu conductor cable along with accessories - c) "DC Voltage test of the oversheath	Lot		1		
12	Repetition of Type Test: Check on insulation thickness as per IEC 60811 (check of cable construction)	Lot		1		
13	Repetition of Type Test: Tan $\delta$ measurement.	Lot		1		
14	Repetition of Type Test: Partial discharge test after complete assembly of end terminations - At ambient temperature - At high temperature (90°C) -	Lot		1		
15	Repetition of Type Test: Cable bending test followed by partial discharge test at ambient temperature.	Lot		1		
16	Repetition of Type Test: Switching impulse voltage withstand test as per IEC 60230/62067	Lot		1		
17	Repetition of Type Test: Lightning Impulse voltage withstand tests followed by power frequency voltage test asper IEC 62067/6023	Lot		1		
18	Repetition of Type Test: Ageing treatment as per IEC 60811	Lot		1		
19	Repetition of Type Test: Tests for determining the mechanical properties of XLPE insulation and outer sheath(PE) before and after ageing	Lot		1		
20	Repetition of Type Test: Heat cycle voltage test as per IEC 62067.	Lot		1		
21	Repetition of Type Test: Flame retardant test on outer sheath (Test under fire condition) .	Lot		1		
22	Repetition of Type Test: Insulation shrinkage test .	Lot		1		
23	Repetition of Type Test: Measurement of resistivity of semi-conducting screens as per IEC 62067.	Lot		1		
24	Repetition of Type Test: Conditioning & mechanical test as per IEC 60811 .	Lot		1		
25	Repetition of Type Test: Pressure test at high temperatures on over sheaths .	Lot		1		
26	Repetition of Type Test: Hot set test for XLPE insulation.	Lot		1		
27	Repetition of Type Test: Measurement of carbon black contents in PE outer sheath.	Lot		1		
28	Repetition of Type Test: Water penetration test. hardness of outer sheath .	Lot		1		
29	Repetition of Type Test: Measurement of hardness of outer sheath .	Lot		1		
30	Repetition of Type Test: Abrasion test on outer sheath.	Lot		1		
31	Repetition of Type Test: Heat shock test on outer sheath.	Lot		1		
32	Repetition of Type Test: Oil resistant test for outer sheath.	Lot		1		
<b>TOTAL PRICE FOR SERVICES PORTION [IN FIGURES]</b>						
<b>TOTAL PRICE FOR SERVICES PORTION [IN WORDS]</b>						

**NOTE - Taxes outside India shall be in scope of bidder and deemed to be included in their quoted price.**

**ACTIVITY SCHEDULE [ANNEXURE II]**

(Lot 01 & Lot 2)

**ENQUIRY NO. 92G2100346 dated 12.03.2021 Rev 01**

SL. NO.	ACTIVITY	TIME ALLOTTED [IN WEEKS]	COMMULATIVE TIME [IN WEEKS] FROM THE DATE OF PO	SCOPE
1.	P.O Acceptance	1		IN SCOPE OF SUPPLIER
2.	Submission of documents necessary for getting manufacturing clearance like Drawings, data sheet, QAP etc. <b>[Lot 1 and Lot 2] – refer clause 9.2 of Section 1 of Tech Spec</b>			IN SCOPE OF SUPPLIER
3.	Review and Approval of documents from BHEL/Customer and issue of manufacturing clearance lot wise as defined.	8		IN SCOPE OF BHEL
4.	Manufacturing time for individual lots defined by each MFC <b>including the time period required for conducting type test</b>			IN SCOPE OF SUPPLIER
5.	Inspection call			IN SCOPE OF SUPPLIER
6.	Inspection by BHEL/Customer/TPI	3		IN SCOPE OF BHEL
7.	Issue of Dispatch clearance	2		IN SCOPE OF BHEL
8.	Dispatch	2		IN SCOPE OF SUPPLIER
9.	Services			IN SCOPE OF SUPPLIER

1. Inspection call to be issued 2 weeks in advance. Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained.

2. 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. Bidder to submit revised drawing and documents **within 2 week** from the date of comments of BHEL/Customer.

3. Delay in activity pertaining to BHEL not attributable to vendor as listed above shall be added, if required in time extension case and will be re-fixed accordingly based on delay analysis.

**4. Items 13 & 14 of supply portion i. e. cable Identification Tags and Supervision, Control, Monitoring and related items to be supplied / done by vendor at the time of services as per requirement at site.**

SIGNATURE AND SEAL OF TENDERER

**SCHEDULE OF TECHNICAL DEVIATION**

TENDER ENQUIRY NO. - 92G2100346 dated 12.03.2021 Rev 01

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

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

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

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

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

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

Place:     ō ō ō ō ō ō ō

Date :     ō ō ō ō ō ō ō .

Signature of the authorised representative of

Bidder's name :ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō

Designation:ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō ..

Company Seal:ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō

**SCHEDULE OF COMMERCIAL DEVIATION**

TENDER ENQUIRY NO. - 92G2100346 dated 12.03.2021 Rev 01

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

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

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

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

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

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

Place:     ō ō ō ō ō ō ō  
Date :     ō ō ō ō ō ō ō .

Signature of the authorised representative of

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