



Ref. Enquiry No.: PE/PG/RTC/E-6268/2019

Dated: 17.07.2019

TENDER ENQUIRY THROUGH E-PROCUREMENT

DUE DATE
30.07.2019
BY 14:00PM

SUBJECT: TENDER ENQUIRY FOR RATE CONTRACT OF HT XLPE POWER CABLES AS PER TECHNICAL SPECIFICATION NO. PE-RC-999-507-E001, REV 00

OUR REF: TENDER ENQUIRY NO: PE/PG/RTC/E-6268/2019, DTD-17.07.2019

Dear Sir/ Ma'am,

We are pleased to invite your offer for subject package in two parts strictly as per Clause-2.0 of the enclosed "Instructions to Bidders". Please upload your best quotation/ offer on <https://bhel.abcpocure.com> for the requirement strictly as per schedule of price format before above mentioned due date & time. The details of the tender enquiry are as mentioned below:

Sl. No	Description for which Rate Contract is desired	Tentative Quantity	Delivery required
1	HT XLPE POWER CABLES - Refer Technical specification no PE-RC-999-507-E001, REV 00 for detailed description.	As per BOQ cum price schedule in Annexure-I) cumulative for the Prospective Projects as per Annexure-IV	"Four (04) months from drgs. /docs. approval in CAT-I issued by BHEL. Successful bidder to make 1st submission & re-submission of drawing/docs as mentioned in clause no-4.2 of Section I of Volume II of Technical Specification PE-RC-999-507-E001 within time period mentioned thereof. Vendor to re-submit Drawing/documents with in 7 days, after incorporating BHEL comments. In case there are delays in drawing/docs submission and resubmission, that much delay would be reduced from delivery period.

Your best quotation/offer for the above requirement, in line with our terms and conditions, should be submitted online via e-procurement system. It shall be the responsibility of the bidder to ensure that the Tender is submitted on or before the due date by 2 p.m. Part-I bids shall be opened at 3 p.m. on the due date in the presence of authorized representatives of the bidders, who may like to be present.

Note: -

1. Please note that Part Supplies offered for tender BOQ shall disqualify the bidder's offer.
2. Documents and Credential as per Technical & Financial PQR, Techno Commercial Bids and Price Bids should be uploaded on the e-procurement portal.

Please refer GCC Rev-06 which is available on www.bhelpem.com. You are requested to kindly download the same & please find enclosed here with Corrigenda to GCC Rev 06.

17/7/19

MR SUMEET SAHAY
DY MANAGER/CMM
BHEL/PS-PEM
POWER PROJECT ENGINEERING INSTITUTE,
PLOT NO. 25, SECTOR - 16A, NOIDA (UP)
(OFF) 0120-4213532, 09999498202

Regd. Office:
BHEL House
Siri Fort
New Delhi-110049



Ref. Enquiry No.: PE/PG/RTC/E-6268/2019

Dated: 17.07.2019

TENDER ENQUIRY THROUGH E-PROCUREMENT

DUE DATE
30.07.2019
BY 14:00PM

1. Rate contract, on PVC basis, shall be done for 2 years from placement of Rate Contract PO date with a provision for further extension after review on mutual consent.

Rate contract shall be done with 2 vendors in ratio of 70:30 value wise at L1 FOR site price for this package. Splitting of RC among 2 vendors may be changed during project ordering process if any vendor in RC is not approved by customer (i.e. BHEL may place order on any of the vendor in RC up to total applicable RC value in case of non-availability of customer approval for other vendor in RC). However, order for a project shall not be split and the same shall be informed to bidders through NIT.

2. Rate Contract will be finalized on total lump sum basis.

L1 Rates shall be counter offered to all bidders who participated in Price Bid Opening/RA for 30% value and in case acceptance of counter offer received from more than one vendor then **acceptance shall be considered as per FINAL Price Bid Opening / Reverse Auction Ranking (as applicable)**. If none accepts L1 rates, RC shall be done with L1 vendor for 100% value.

3. PVC shall be applicable for the subject package. **Base date for initial prices for this tender shall be first June' 2019.**

All bidders to quote as per the Price Variation Formulae for Cables uploaded on BHEL PEM website on the link <https://www.bhelpem.com/Documents/GCC/Price%20Variation%20Formulae%20for%20Cables.pdf>

Also refer Annexure A to NIT for PVC formulae

4. As per cl. no. 3 (b) of make in India Circular ref: No. P-45021/2/2017-PP (BE-II) dtd 28/05/18 issued by Ministry of Commerce and Industry, Govt. of India, If L 1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L 1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L 1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L 1 price. In case such lowest eligible local supplier fails to match the L 1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L 1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L 1 bidder.

In such case further counter-offering for 70:30 as mentioned at point no. 4 shall not be applicable. However, if L1 bid is from local supplier or local supplier is not in the range of margin of purchase preference then further counter-offering for 70:30 shall be applicable as mentioned at point no. 1 & 2.

5. As per circular ref: No. P-45021/2/2017-PP (BE-II) dtd 28/05/18, the Margin of Purchase Preference shall be 20%.
6. For HT XLPE Power Cable package, the Local content shall be minimum 100%.
7. Bidders will be informed the following: -

- i. Evaluation is proposed on Ex Works + Freight basis.

MR SUMEET SAHAY
DY MANAGER/CMM
BHEL/PS-PEM
POWER PROJECT ENGINEERING INSTITUTE,
PLOT NO. 25, SECTOR - 16A, NOIDA (UP)
(OFF) 0120-4213532, 09999498202

Regd. Office:
BHEL House
Siri Fort
New Delhi-110049



Ref. Enquiry No.: PE/PG/RTC/E-6268/2019

Dated: 17.07.2019

TENDER ENQUIRY THROUGH E-PROCUREMENT

DUE DATE
30.07.2019
BY 14:00PM

- ii. Bidder to give single % of freight charges considering anywhere in India in the freight column. Bidders have to give same % of freight for each line item.
- iii. Bidders to mention applicable GST rate on (total Ex. works + freight) in the specified cells of price schedule. However, may please note that GST shall not be considered in evaluation.
- iv. Though evaluation is proposed on Ex Works + Freight, but there is % allocation weightage against BOQ quantity of each item which shall be used for arriving at price break up. Bidders need to give only their total ex works price for given BOQ at the specific cells that has been kept opened in the price schedule available in the e-procurement portal (i.e. sl. no. 21 column no. 10 for Annexure I. Price mentioned anywhere else in BOQ shall not be taken in cognizance.
- v. Rest of the prices shall be derived by BHEL in line with allocation fixed for each item. There is formula applied in price schedule form available in e-procurement portal. As soon as bidder fills the cells for Total Ex works, freight percentage and GST percentage, rest values for e.g. unit ex works – item wise, total ex works – item wise, FOR site price – item wise will filled automatically. Bidders can also validate and cross check the same by using Check Formula button.
- vi. For better clarity to the bidders where value is to be filled is noted as “to be quoted” and for other columns it will be noted as “derived” which denotes shall be derived by BHEL as per allocation fixed against each item.
- vii. HSN Code has been mentioned in Price Schedule.
- viii. Incomplete offer shall be summarily rejected.
- ix. Pre-Qualifying Requirements (PQR): All the bidders (registered/ non-registered) will be asked to submit documents fulfilling PQR (both technical & financial) requirements along with the bid & their further evaluation shall be done accordingly.
- x. Bidders to note that their bid shall be conditional subject to qualify PQR (both technical & financial) by registered vendors & non-registered vendors have to qualify PQR (both technical & financial) & get registered with PEM for the package.
- xi. Additional overhead charges shall be 5% instead of 30% as mentioned in clause no 26.2 of GCC Rev 06
- xii. Quantity variation shall be +30%. Project list is indicative only, BHEL may ask for delivery anywhere in India for any of the project added in the prospective project/ existing projects during RC period. No minimum quantity is guaranteed by BHEL.
- xiii. CIF allocation is not applicable for this tender. Bidder to quote accordingly.
- xiv. **Integrity pact is applicable for this tender**

IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL

S. No.	IEM	Address	
1	Shri D. R. S. Chaudhary IAS (Retd)	E-1/164, Arera Colony, Bhopal 462016 (M. P.)	Dilip.chaudhary@icloud. com
2	Mrs. Pravin Tripathi IA & AS (Retd.)	D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi- 110068	Pravin.tripathi@gmail.co m

MR SUMEET SAHAY
DY MANAGER/CMM
BHEL/PS-PEM
POWER PROJECT ENGINEERING INSTITUTE,
PLOT NO. 25, SECTOR - 16A, NOIDA (UP)
(OFF) 0120-4213532, 09999498202

Regd. Office:
BHEL House
Siri Fort
New Delhi-110049



Ref. Enquiry No.: PE/PG/RTC/E-6268/2019

Dated: 17.07.2019

TENDER ENQUIRY THROUGH E-PROCUREMENT

DUE DATE
30.07.2019
BY 14:00PM

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

Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the any of the IEMs mentioned in the NIT. All correspondence with the IEMs shall be done through email only.

"No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department officials whose contact details are provided above in NIT".

- xv. Bidders to note Model Conciliation Clause under BHEL Conciliation Scheme, 2018 as per Annexure VI
- xvi. "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of the NIT but before finalization of contract/ PO/WO against the NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable" Vendors are requested to go through the above mentioned orders and confirm the following-

The local supplier at the time of tender, bidding or solicitation shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) that the item offered meets the minimum local content as per above mentioned orders and shall give details of the location(s) at which the local value addition is made.

- xvii. MSME/ Start up vendors to submit applicable documents along with their offer for availing the benefits as per GOI guidelines.
- xviii. PEM is already registered with RXIL (TreDS) platform. MSME Bidders are requested to get registered with RXIL (TreDS) platform to avail the facility as per GOI guidelines, if desires so.

TERMS AND CONDITIONS

1. Procurement of the subject package shall be done through e-procurement
2. Enquiry No., due date etc. must be legibly super scribed on the offers as per clause no. 2.0 of "Instructions to Bidders".
3. Offers should be uploaded in two parts online at <https://bhel.abcpocure.com> in as follows:

12/7/19

MR SUMEET SAHAY
DY MANAGER/CMM
BHEL/PS-PEM
POWER PROJECT ENGINEERING INSTITUTE,
PLOT NO. 25, SECTOR - 16A, NOIDA (UP)
(OFF) 0120-4213532, 09999498202

Regd. Office:
BHEL House
Siri Fort
New Delhi-110049



Ref. Enquiry No.: PE/PG/RTC/E-6268/2019

Dated: 17.07.2019

TENDER ENQUIRY THROUGH E-PROCUREMENT

DUE DATE
30.07.2019
BY 14:00PM

- a) Part-I Bid: - Documents and Credential as per Technical & Financial PQR and Techno-Commercial offer (along with un-priced copy of un-priced bid and un-priced schedule of Technical-Commercial Deviation, Annexure I & II)
- b) Part II Bid: - Price Bid and Priced schedule of Technical-Commercial Deviation
4. Terms and conditions: -
- a) Part I bid will be opened on date & time mentioned in the NIT or subsequent corrigenda/amendments, if any.
- b) Techno-commercial offer of only those bidders shall be evaluated who will meet the Technical pre-qualifying requirement of the tender.
5. Bidders shall submit their offers meeting the requirements of the following tender documents and other Terms and Conditions included in this Enquiry Letter:
- **ANNEXURE-I of GCC Rev. 06:** Letter to be furnished by the Bidders.
 - **DEFINITION OF TERMS.**
 - **Volume-I:** Comprising i) **Part-A:** Instructions to Bidders, ii) **Part-B:** General Commercial Terms & Conditions and iii) Special Conditions of Contract, if applicable.
 - **Volume-II:** Comprising i) **Part-A:** General Technical Conditions and, ii) **Part-B:** Technical Specification.
 - **Volume-III:** Schedules and Data Sheets.
- All the above Tender Documents shall automatically become a part of the Order/Contract after its finalisation.
6. Vendors shall quote in accordance with the requirements mentioned in the tender documents. In case of deviations (Technical/ Commercial), the same shall be highlighted separately giving Clause references along with the Cost of withdrawal of Deviations as per **Annexure-II to GCC Rev 06 of "DEVIATION SHEET (COST OF WITHDRAWAL)"** along with reasons for taking such deviations
- Bidder to note all the points mentioned in "Notes" of Annexure-II to GCC Rev 06**
7. **Please note the following:**
- a. **Price format is enclosed for compliance.**
- b. **SCC enclosed for compliance.**
- GCC enclosed for compliance. GCC Rev-06 is available on www.bhelpem.com. You are requested to kindly download the same. GST related corrigenda to GCC Rev.06 is enclosed. Bidders are requested for furnishing compliance of these documents.**
8. Tenders shall be submitted strictly in accordance with the requirements of the above tender documents.
9. Standard pre-printed terms & conditions of the tenderers shall not be considered valid.
10. Validity of offer shall be as per **Clause No. 7.0, "Instructions to Bidders" of GCC Rev 06.**
11. Unsolicited fresh/revised Price Bids shall not be entertained.
12. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.
13. Late tenders will be rejected.
14. Tenders and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

MR SUMEET SAHAY
DY MANAGER/CMM
BHEL/PS-PEM
POWER PROJECT ENGINEERING INSTITUTE,
PLOT NO. 25, SECTOR - 16A, NOIDA (UP)
(OFF) 0120-4213532, 09999498202

Regd. Office:
BHEL House
Siri Fort
New Delhi-110049



Ref. Enquiry No.: PE/PG/RTC/E-6268/2019

Dated: 17.07.2019

TENDER ENQUIRY THROUGH E-PROCUREMENT

DUE DATE
30.07.2019
BY 14:00PM

Mr. I P SINGH, DGM, CMM M/s Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 Kind Attn: I P SINGH/ CMM E-MAIL: indra.pal.singh@bhel.in Ph. No. 0120-4218749 ,09818989654	Mr. SUMEET SAHAY, DY MGR, CMM M/s Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 Kind Attn: SUMEET SAHAY/ CMM E-MAIL: sumeetsahay@bhel.in Ph. No. 0120-4213532 ,09999498202
--	---

15. Definition of Terms is also enclosed. These definitions will apply to all the tender documents including this Enquiry Letter.
16. **Delivery:**
"Four (04) months from drgs. /docs. approval in CAT-I issued by BHEL. Successful bidder to make 1st submission & re-submission of drawing/docs as mentioned in clause no-4.2 of Section I of Volume II of Technical Specification PE-RC-999-507-E001 within time period mentioned thereof. Vendor to re-submit Drawing/documents within 7 days, after incorporating BHEL comments. In case there are delays in drawing/docs submission and resubmission, that much delay would be reduced from delivery period.
17. **PRE-QUALIFICATION REQUIREMENT: -**
Bidders is requested to fill up the details in "TECHNICAL & FINANCIAL PRE-QUALIFYING REQUIREMENT" as per the conditions mentioned in the PQR (both technical & financial) and also to submit the credentials.
Bids of only those bidders shall be evaluated who meet the Technical & Financial pre-qualifying requirements (if applicable).
18. Bidders to note that their bid shall be conditional subject to qualify PQR (both technical & financial) by registered vendors & non-registered vendors have to qualify PQR (both technical & financial) & get registered with PEM for the package.
For registration in PEM "Bidders needs to apply & get registered for subject package with PEM before P-2 (price bid opening) & hence you need to apply online for registration on PEM web portal & have to enclose acknowledgement with this effect with the bid documents else your bid may not be considered for evaluation"
19. Bidder has to submit "NO DEVIATION CERTIFICATE FOR COMMERCIAL TERMS AND CONDITIONS AS PER GCC (06), SCC AND NIT". In case of deviations, bidder to clearly mention the same with their techno-commercial offer.
20. All the above Tender Documents shall automatically become a part of the Order/Contract after its finalization.
21. **The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.**
22. **"The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."**
BHEL Fraud prevention policy is also uploaded in vendor's section on www.bhelpem.com.

MR SUMEET SAHAY
DY MANAGER/CMM
BHEL/PS-PEM
POWER PROJECT ENGINEERING INSTITUTE,
PLOT NO. 25, SECTOR - 16A, NOIDA (UP)
(OFF) 0120-4213532, 09999498202

Regd. Office:
BHEL House
Siri Fort
New Delhi-110049



Ref. Enquiry No.: PE/PG/RTC/E-6268/2019

Dated: 17.07.2019

TENDER ENQUIRY THROUGH E-PROCUREMENT

DUE DATE
30.07.2019
BY 14:00PM

23. Bidders are requested to visit constantly our website to update them self for any technical or commercial change in the NIT.
24. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL websites only (www.bhelpem.com, www.bhel.com & <https://bhel.abcpocure.com> under subject tender reference. Bidders are requested to visit our websites from time to time to keep themselves updated. **Bidders may go through the Sellers' manual & Help documents provided on E-Procurement Portal website & obtain required Digital Signature Certificate for participating in the subject Tender.**
25. Bidders to submit their offers strictly in line with the enclosed price format.
26. Inspection shall be done by BHEL/ END CUSTOMER/Third party Agency (finalized by BHEL).
27. Any other taxes & duties applicable on the date of bid but not quoted by the bidders shall be to bidder account.
28. Delivery terms for dispatches shall be FOR Dispatch Station.
29. This enquiry is subject to Conditions/ limits if any imposed in PMD / Vendor registration.
30. Foreign & indigenous bidders participating through open/limited tender will necessarily have to but class III DSCs issued by the certifying authorities in India. Basic procedure/ checklist is uploaded on www.bhel.com.
31. Non- registered bidder to submit the credentials required for Registration in BHEL PEM: -
"Online Registration Portal is operational in BHEL. Non-registered Vendors, who wish to apply for registration with BHEL-PEM, have to apply through Online Registration Portal available at www.bhelpem.com - vendor section - Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and submit the application for registration. One set of hard copy of the filled-up SRF downloaded from Online Registration Portal duly signed and stamped has to be submitted."
32. Purchaser reserves the right to split up the scope of the tender enquiry and place the orders for different scope/ items with different bidders and also increase or decrease the quantity.
33. In case of RA, revised RA guidelines AA:SSP:RA:03 issued on 26.09.2016 (uploaded on http://www.bhel.com/vender_registration/pdf/Guidelines%20for%20Reverse%20Auction-2016.pdf) shall be applicable.
34. BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).
- The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price

MR SUMEET SAHAY
DY MANAGER/CMM
BHEL/PS-PEM
POWER PROJECT ENGINEERING INSTITUTE,
PLOT NO. 25, SECTOR - 16A, NOIDA (UP)
(OFF) 0120-4213532, 09999498202

Regd. Office:
BHEL House
Siri Fort
New Delhi-110049

17/7/19



Ref. Enquiry No.: PE/PG/RTC/E-6268/2019

Dated: 17.07.2019

TENDER ENQUIRY THROUGH E-PROCUREMENT

DUE DATE
30.07.2019
BY 14:00PM

& envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

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

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

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

Detailed guidelines of reverse auction 2016 are available in "information section" of www. bhelpem.com, same are applicable for subject tender.

IMPORTANT INSTRUCTION TO BIDDERS IN CASE OF REVERSE AUCTION

"The Bidders has to quote the Single Price (i.e. Total Cost to BHEL) in Reverse Auction. Price are to be inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, Freight as applicable, including loading (if any). De-loading (if any) shall be done in line with NIT terms.

35. If any bidder has mentioned the term Not Applicable / Not required / Not Quoted in BHEL price format. The bidder needs to substantiate the same. If the same item will be required in future for the system same will be supplied free of cost.
36. Foreign Suppliers & Indian agents of foreign suppliers: Please refer our website <http://www.bhhelpem.com/Tenders.aspx> for details.
37. L1 bidder will have to submit Bank Guarantee for each POs (irrespective of value) which will be placed under the Rate Contract finalised through this tender considering RC as original contract as per format mentioned in Annexure V to NIT instead of format mentioned in GCC Rev 06
38. All other terms and conditions shall be as per GCC Rev 06 and Special Conditions of Rate Contract as per attached Annexure-II. In the event of any contradiction in the terms and conditions mentioned, the order of preference shall be NIT and Annexures/Technical Specification/ corrigenda related to GCC Rev.06/ Rate contract SCC / GCC Rev. 06

Note: Tenderer must submit UN-PRICED Price format duly filled mentioning the word "QUOTED" in place of actual price given in sealed price bid.

Thanking you,

Yours faithfully,

For and on behalf of BHEL

(Signature of official with Name)

सुमीत सहाय / SUMIT SAHAY
उप प्रबंधक (सी. एम. एम.) / Dy Manager (CMM)
भारत भारी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.
पावर प्रोजेक्ट इंजीनियरिंग प्रबंधन
Power Sector-Project Engineering Management
(एन.ए.डी. बिल्डिंग, एन.ए.डी. & ESI Complex,
प्लॉट नं. 25, सेक्टर 16 ए, नोएडा - 201301
Plot No. 25, Sec. 16 A, Noida - 201301

MR SUMEET SAHAY
DY MANAGER/CMM
BHEL/PS-PEM
POWER PROJECT ENGINEERING INSTITUTE,
PLOT NO. 25, SECTOR - 16A, NOIDA (UP)
(OFF) 0120-4213532, 09999498202

Regd. Office:
BHEL House
Siri Fort
New Delhi-110049



Ref. Enquiry No.: PE/PG/RTC/E-6268/2019

Dated: 17.07.2019

TENDER ENQUIRY THROUGH E-PROCUREMENT

DUE DATE
30.07.2019
BY 14:00PM

Enclosure:

1. Enquiry Terms & Conditions
2. Price Format (Prices should be quoted in this format only) – Annexure I
3. Techno-Commercial Deviation Sheet (Annexure-II to GCC Rev 06) – Annexure II
4. BOQ & Technical Specifications
5. Technical PQR
6. Financial PQR
7. SCC – ANNEXURE III
8. Prospective Project List – Annexure IV
9. Corrigenda to GCC Rev 06
10. Annexure V - BG Format
11. Annexure VI - Model Conciliation Clause under BHEL Conciliation Scheme, 2018
12. Integrity Pact
13. Annexure A PVC formulae

[Signature]
सुमीत साहाय / SUMIT SAHAY
उप प्रबंधक (सी. एम. एम.) / Dy. Manager (CMM)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.
पावर सेक्टर-परियोजना इंजीनियरिंग प्रबंधन
Power Sector Project Engineering Management
पीपीईआई ब्लाक 1, प्लॉट नं. 25, ईएसआई कॉम्प्लेक्स
PPEI Bldg. HED & ESI Complex,
प्लॉट नं. 25, सेक्टर 16 ए, नोडा - 201301
एन.डी.ए. नं. 0120-4213532, 09999498202

MR SUMEET SAHAY
DY MANAGER/CMM
BHEL/PS-PEM
POWER PROJECT ENGINEERING INSTITUTE,
PLOT NO. 25, SECTOR - 16A, NOIDA (UP)
(OFF) 0120-4213532, 09999498202

Regd. Office:
BHEL House
Siri Fort
New Delhi-110049



ANNEXURE I TO NIT REF NO - PE/PG/RTC/E-6268/2019, DTD-17.07.2019

PRICE SCHEDULE FOR HT XLPE POWER CABLES

RATE CONTRACT

NAME OF VENDOR - (Please fill vendor's name)

SL. NO.	ITEM CODE	ITEM DESCRIPTION	UOM	QUANTITY	HSN CODE	UNIT EX- WORKS PRICE (DULY PACKED) OF TOTAL EX-WORKS PRICE (INR)	UNIT EX- WORKS PRICE (DULY PACKED) (INR)	FORMULA FOR TOTAL EX- WORKS PRICE (DULY PACKED) (INR)	TOTAL EX- WORKS PRICE (DULY PACKED) (INR)	FREIGHT CHARGES WITHOUT GST @ % OF TOTAL EX WORKS (INR)	APPLICABLE GST RATE % ON (TOTAL EX WORKS + FREIGHT) (INR)	TOTAL FOR SITE PRICE (INR)	REMARKS
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1.0	507-27025-A	11 kV 1C-630 AL Armoured	Metres	1,25,000	8544	0.29224 * X /125000	Derived	0.29224 * X	Derived	% TO BE QUOTED	% TO BE QUOTED	Derived	
2.0	507-27021-A	11 kV 1C-500 AL Armoured	Metres	35,000	8544	0.06692 * X /35000	Derived	0.06692 * X	Derived	% TO BE QUOTED	% TO BE QUOTED	Derived	
3.0	507-27017-A	11 kV 1C-400 AL Armoured	Metres	20,000	8544	0.03047 * X /20000	Derived	0.03047 * X	Derived	% TO BE QUOTED	% TO BE QUOTED	Derived	
4.0	507-27013-A	11 kV 1C-300 AL Armoured	Metres	50,000	8544	0.06467 * X /50000	Derived	0.06467 * X	Derived	% TO BE QUOTED	% TO BE QUOTED	Derived	
5.0	507-27009-A	11 kV 1C-240 AL Armoured	Metres	5,000	8544	0.00553 * X /5000	Derived	0.00553 * X	Derived	% TO BE QUOTED	% TO BE QUOTED	Derived	
6.0	507-27151-A	11 kV 3C-240 AL Round Wire Armoured	Metres	55,000	8544	0.21848 * X /55000	Derived	0.21848 * X	Derived	% TO BE QUOTED	% TO BE QUOTED	Derived	
7.0	507-27033-A	11 kV 3C-185 AL Armoured	Metres	10,000	8544	0.02573 * X /10000	Derived	0.02573 * X	Derived	% TO BE QUOTED	% TO BE QUOTED	Derived	
8.0	507-27037-A	11 kV 3C-240 AL Armoured	Metres	25,000	8544	0.07626 * X /25000	Derived	0.07626 * X	Derived	% TO BE QUOTED	% TO BE QUOTED	Derived	
9.0	507-27113-A	6.6 kV 1C-630 AL Armoured	Metres	5,000	8544	0.01056 * X /5000	Derived	0.01056 * X	Derived	% TO BE QUOTED	% TO BE QUOTED	Derived	
10.0	507-27097-A	6.6 kV 1C-240 AL Armoured	Metres	5,000	8544	0.00489 * X /5000	Derived	0.00489 * X	Derived	% TO BE QUOTED	% TO BE QUOTED	Derived	
11.0	507-27148-A	6.6 kV 3C-240 AL Round Wire Armoured	Metres	5,000	8544	0.01806 * X /5000	Derived	0.01806 * X	Derived	% TO BE QUOTED	% TO BE QUOTED	Derived	
12.0	507-27117-A	6.6 kV 3C-150 AL Armoured	Metres	10,000	8544	0.02027 * X /10000	Derived	0.02027 * X	Derived	% TO BE QUOTED	% TO BE QUOTED	Derived	
13.0	507-27125-A	6.6 kV 3C-240 AL Armoured	Metres	5,000	8544	0.01422 * X /5000	Derived	0.01422 * X	Derived	% TO BE QUOTED	% TO BE QUOTED	Derived	
14.0	507-27053-A	3.3 kV 1C-240 AL ARMOURED	Metres	20,000	8544	0.01882 * X /20000	Derived	0.01882 * X	Derived	% TO BE QUOTED	% TO BE QUOTED	Derived	
15.0	507-27049-A	3.3 kV 1C-185 AL ARMOURED	Metres	5,000	8544	0.00365 * X /5000	Derived	0.00365 * X	Derived	% TO BE QUOTED	% TO BE QUOTED	Derived	
16.0	507-27144-A	3.3 kV 1C-120 AL ARMOURED	Metres	5,000	8544	0.00265 * X /5000	Derived	0.00265 * X	Derived	% TO BE QUOTED	% TO BE QUOTED	Derived	
17.0	507-27149-A	3.3KV 3C-240 AL Round Wire Armoured	Metres	10,000	8544	0.02982 * X /10000	Derived	0.02982 * X	Derived	% TO BE QUOTED	% TO BE QUOTED	Derived	

12/7/19



ANNEXURE I TO NIT REF NO - PE/PG/RTC/E-6268/2019, DTD-17.07.2019

PRICE SCHEDULE FOR HT XLPE POWER CABLES

RATE CONTRACT

NAME OF VENDOR - (Please fill vendor's name)

SL. NO.	ITEM CODE	ITEM DESCRIPTION	UOM	QUANTITY	HSN CODE	UNIT EX- WORKS PRICE (DULY PACKED) OF TOTAL EX-WORKS PRICE (INR)	UNIT EX- WORKS PRICE (DULY PACKED) (INR)	FORMULA FOR TOTAL EX- WORKS PRICE (DULY PACKED) (INR)	TOTAL EX- WORKS PRICE (DULY PACKED) (INR)	FREIGHT CHARGES WITHOUT GST @ % OF TOTAL EX WORKS (INR)	APPLICABLE GST RATE % ON WORKS + FREIGHT (INR)	TOTAL FOR SITE PRICE (INR)	REMARKS
1	2	3	4	5	6	7	8	9	10	11	12	13	14
18.0	507-27150-A	3.3KV 3C-185 AL Round Wire Armoured	Metres	20,000	8544	0.04812 * X /20000	Derived	0.04812 * X	Derived	% TO BE QUOTED	% TO BE QUOTED	Derived	
19.0	507-27081-A	3.3KV 3C-240 AL ARMOURED	Metres	15,000	8544	0.03472 * X /15000	Derived	0.03472 * X	Derived	% TO BE QUOTED	% TO BE QUOTED	Derived	
20.0	507-27143-A	3.3KV 3C-120 AL ARMOURED	Metres	10,000	8544	0.01392 * X /10000	Derived	0.01392 * X	Derived	% TO BE QUOTED	% TO BE QUOTED	Derived	
21.00	GRAND TOTAL (1.0 TO 20.0)												
X= TO BE QUOTED (IN WORDS)													

NOTE:-

- Bidder to note that evaluation shall be on Total Ex works price + Freight. Bidder to quote grand total Ex works value of the complete package (Sl. No 21 Column 10 i.e Rs X) only as per the BOQ above. The item wise break up of Ex works prices (unit as well as total) for all the items in the BOQ shall be derived as per the formulae indicated above by BHEL. Bidder also need to indicate Freight and GST rate in percentage in the respective column. Freight percentage to be quoted in percentage of Ex works value considering delivery anywhere in India.
- The standard drum length shall be 500/600/750 meters as per project requirement. Tolerance on individual drum length shall be +5%.
- Overall tolerance on total dispatched quantity of each size shall be (-) 2% and (+) 0% except where the total ordered quantity is one single drum length of 500/600/750m, in which case it shall be -5% to 0%. Cables consumed for testing and inspection shall be to bidder's account.
- For each individual cable size, one short length of not less than 200m may be accepted only in the final drum length to complete the supply (except where the total ordered quantity is one single drum length of 500/600/750m). The overall tolerance limits stipulated above shall continue to apply (in case short lengths are accepted).
- In case of the quantities cleared by BHEL for manufacturing are manufactured and offered for inspection by successful bidder in more than one batch, BHEL reserves the right to witness type testing on all batches without any price implications.
- Unit price of cables quoted by bidder shall be inclusive of type test charges. No separate charges shall be payable for type tests.
- For Projects having additional requirements additional price implication over basic unit price shall be as per Annexure-IA
- Value is to be filled only where "to be quoted" is mentioned and for other columns where "Derived" is mentioned same shall be derived by BHEL as per % allocation fixed against each item
- Price mentioned anywhere else in BOQ shall not be taken in cognizance.
- For any clarification please refer Technical Specification No.-PE-RC-999-507-E001
- In case of Reverse Auction, vendor has to quote their Ex Works price+ Freight, that is price quoted above at Sl No-21, column 10 i.e. (Rs X) + Freight Value, Rs Y
- Quantity variation shall be +30%.

Power & Chemicals Ltd
PPEL Bldg, HRD & SI Complex,
Gate No. 25, Sector 18, Noida - 201301
Plot No. 25, Sec. 18 A, Noida - 201301

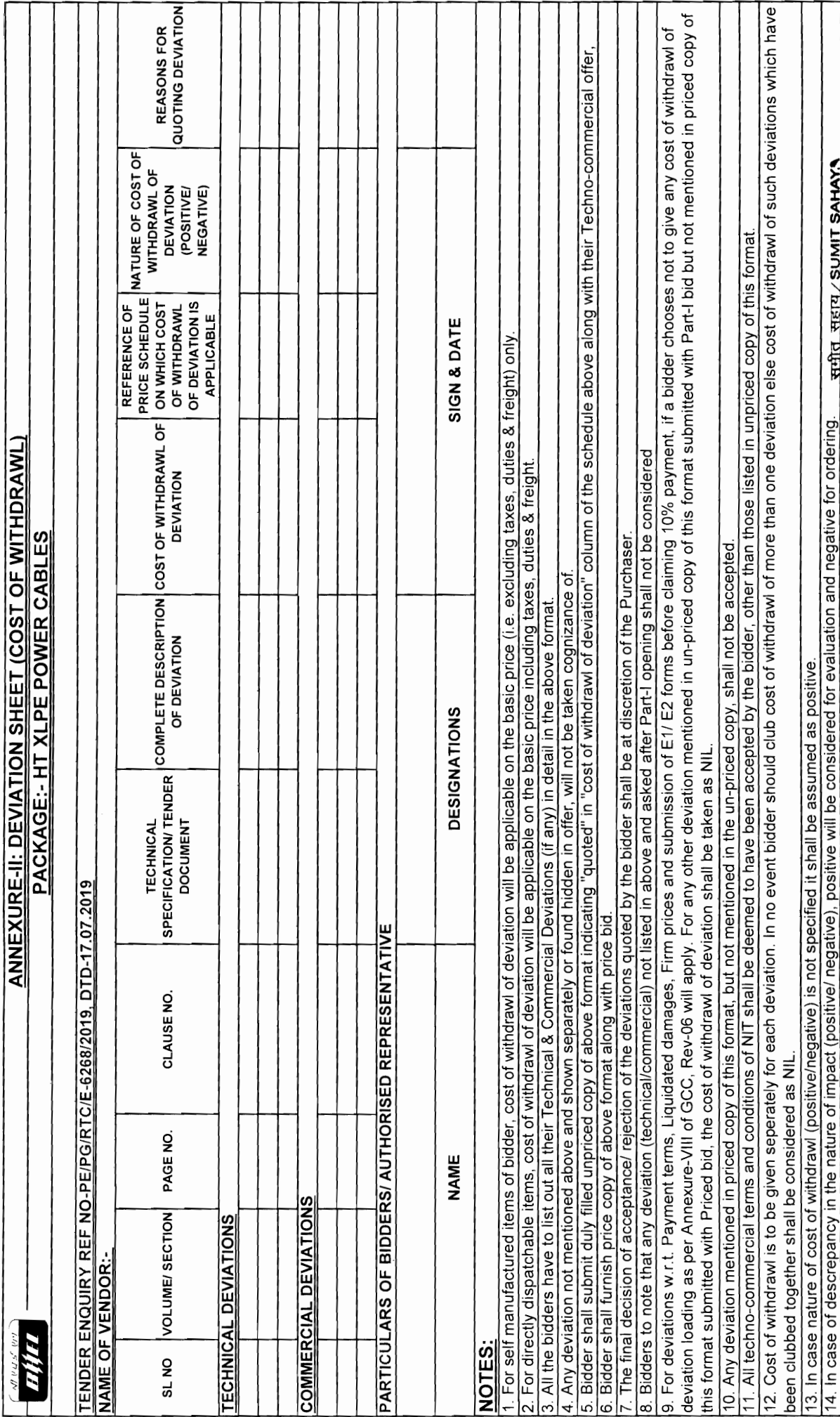


**ANNEXURE I A TO NIT REF NO - PE/PG/RTC/E-6268/2019, DTD-
17.07.2019**

RATE CONTRACT - HT XLPE POWER CABLES

Sl. No.	Description	%age Implication of Basic Price
1	Insulation shield Strippable in place of non-strippable	(+) 2.5 %
2	Inner sheath non FRLS in place of FRLS	(-) 2.5 %
3	Inner sheath not applicable for single core cable	(-) 5 %
4	Metallic insulation Screen not applicable for single core cable	(-) 6 %
5	Steel drum in place of wooden drum	(+) INR 10000/- for three core cable per Drum (+) INR 5000/- for single core cable per Drum

सुमीत साहय, SUMIT SAHAY
उप प्रबंधक (सी. एम. एम.) Dy. Manager (C.M.M.)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड, Bharat Heavy Electricals Ltd.
पावर सेक्टर-परियोजना इंजीनियरिंग प्रबंधन
Power Sector-Project Engineering Management
पीपीईआई भवन, एच.एच.ई. एंड ई.एस.आई कॉम्प्लेक्स
PPEI Bldg. HRD & ESI Complex,
प्लॉट नं. 25, सेक्टर 16 ए, नोएडा - 201301
Plot No. 25, Sec. 16 A, Noida - 201301





BHEL / PEM / CMM
SPECIAL CONDITIONS OF RATE CONTRACT


ANNEXURE III TO NIT REF NO - PE/PG/RTC/E-6268/2019, DTD-17.07.2019
SPECIAL CONDITION OF RATE CONTRACT FOR HT XLPE POWER CABLES

1. BHEL/PEM intends to enter into Rate Contract for supply of the tendered items for a period of two years. The Rate Contract shall come into force from the date of issue of Purchase order for Rate Contract. Validity for ordering shall be two years from the purchase order for Rate Contract.
2. Details of consignee and project site information for dispatch of material shall be intimated at the time of placement of PO for specific project after finalization of RC
3. Transit Insurance is in BHEL scope
4. The items will be required against respective projects. Exact quantities and Project information shall be intimated while placing order for a specific project based on the Rate Contract.
5. The prices shall be on PVC basis during the period of two years with a provision for further extension after review on mutual consent.
6. Inspection of materials shall be carried out by BHEL/CQA and or by Customer or by an authorized agency at manufacture's works before dispatch, if required. Dispatch of material to be done, only after receipt of BHEL/Customer MDCC. It is responsibility of vendor to for obtain Material Dispatch Clearance Certificate (MDCC) from BHEL or Customer as required before dispatch of material.

Vendor shall give inspection call on BHEL-CQS web site to applicable inspection agency with a copy of inspection call to BHEL-PEM for arranging Customer participation (if applicable) in inspection / Joint inspection on the proposed date with an advance notice of 15 working days. Inspection charges shall be paid by BHEL-PEM.

Items have to be manufactured as per specification and supplied strictly in accordance with the approved BHEL / Customer's Drawings & Quality Plan. The items/ test certificate of items, which for any reason are not acceptable to BHEL / Customer, shall be required to be retested. No extra charge shall be payable on those account by BHEL.

7. Mode of dispatch shall be by road through Schedule Bank/BHEL (PEM) approved transporters.
8. Other terms and conditions shall be as per Standard Technical specification no, GCC Rev 06 & Corrigenda to GCC Rev 06, Enquiry letter.
9. This enquiry is subject to Conditions/ limits if any imposed in PMD/ Vendor registration.
10. Tentative quantity is given in enquiry.
11. Bidders to submit offer for RC of said items ONLINE via e-Procurement System only. Bidder to upload tender documents complete in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
12. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendor/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud as soon as it comes to their notice.
13. All bidders to quote as per the Price Variation Formulae for Cables uploaded on BHEL PEM website on the link given below.
[https://www.bhelpem.com/Documents/GCC/Price%20Variation%20Formulae%20for%20Cables.p
df](https://www.bhelpem.com/Documents/GCC/Price%20Variation%20Formulae%20for%20Cables.pdf)


सुमीत सहय / SUMIT SAHAYA
उप प्रबंधक (सी. एम. एस.) / Dy. Manager (CMM)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.
पावर सेक्टर-प्रोजेक्ट एंजिनियरिंग प्रबंधन
पीपीईआई भवन, एच.एस.डी. इण्ड. ईएसआई कॉम्प्लेक्स
PPEI Bldg. HRD & LSI Complex,
प्लॉट नं. 25, सेक्टर 16 ए, नोएडा - 201301
दिनांक: 16.08.2019

**ANNEXURE A TO NIT REF NO - PE/PG/RTC/E-6268/2019,
DTD-17.07.2019
RATE CONTRACT - HT XLPE POWER CABLES**

CIN No. U99999MH1970GAP014629



Indian Electrical & Electronics Manufacturer's Association
501, Kakad Chambers P +91 22 2493 0532
132, Dr. A. B. Road, Worli, F +91 22 2493 2705
Mumbai - 400 018. E: mumbai@ieema.org
INDIA. W: www.ieema.org

IEEMA (PVC)/CABLE(R-1)/2017

Effective from: 1st November 217

For unarmoured cables; FeF, AIF = 0

Tables References:

CUP	Copper conductor
L2	Polymer (CCFCu)
P3	Steel armour
P4	Aluminium armour
XL1	XLPE Compound (XLFCu)

F. Copper conductor XLPE insulated 1.1 kV control cables

$$P = P_o + CuF (Cu - Cu_o) + XLFCU (CC-Cco) + CCFCu (PVCc-PVCco) + FeF (Fe-Fe_o)$$

For unarmoured cables; FeF = 0

Tables References:

CUC	Copper conductor
P5	PVC compound
P6	Steel armour
XL2	XLPE Compound

G. For Aluminium conductor XLPE insulated 3.3 to 33 kV power cables

$$P = P_o + AIF (Al - Al_o) + XLFAL(CC-Cco) + CCFAI (PVCc - PVCco) + FeF (Fe - Fe_o)$$

For unarmoured multicore cables (without steel armour); FeF = 0

Table References:

ALP	Aluminium conductor in single core unarmoured & multicore cables
H1	Aluminium conductor + aluminium armour in single core armoured cables
H2	Polymer
H3/H5	Steel armour (Flat/Round)
XL3/XL4	XLPE Compound (Single core /Multicore)

← Formula
for
HT XLPE
Power Cable

H. Copper conductor XLPE Insulated 3.3 to 33 kV power cables

$$P = P_o + CuF (Cu - Cu_o) + XLFCU (CC-Cco) + CCFCu (PVCc - PVCco) + FeF (Fe - Fe_o) + AIF (Al - Al_o)$$

For steel armoured cables; AIF = 0 For aluminium armoured cables; FeF = 0

For unarmoured cables; FeF, AIF = 0

Table References:

CUP	Copper conductor
H2	Polymer
H3/H5	Steel armour (Flat/Round)
H4	Aluminium armour
XL3/XL4	XLPE Compound (Single core /Multicore)

I. Copper conductor XLPE insulated 1.0 and 1.5 kV Solar PV DC cables

$$P = P_o + CuF (Cu - Cu_o)$$

Table CUdc Copper Conductor

Authorized Signatory

provid services in implementation



HEAD OFFICE - DELHI
Rishyamook Building, First Floor, 85 A, Panchkuian Road, New Delhi - 110001, INDIA.
P +91 11 2336 3013 / 14 • F +91 11 2336 3015 • E delhi@ieema.org • W www.ieema.org

सुमित साहा, SUMIT SAHAYA
उप प्रबंधक (सी. एच. एम.) / D. Manager (CMM)
भारत डी. इलेक्ट्रिकल्स लिमिटेड, Bharat Heavy Electricals Ltd.
पावर सेक्टर-परियोजना/इंजीनियरिंग प्रभाग
Power Sector-Project Engineering Management
डीपीआई भवन, ए.एस.ई. कॉम्प्लेक्स
PPE भवन, ए.एस.ई. कॉम्प्लेक्स
201301

ANNEXURE IV TO NIT REF NO - PE/PG/RTC/E-6268/2019, DTD-17.07.2019
LIST OF PROJECTS FOR HT XLPE POWER CABLES
(RATE CONTRACT)

S.no	TITLE	
1	2 x 800 MW Uppur STPP	
2	2X660 MW UDANGUDI	
3	2 x 660 MW Ennore STPP	
4	1X660 MW PANKI	
5	1X660 MW SAGARDIGHI	
6	1X660 MW BHUSAWAL	
7	1X800MW KOTHAGUDAM FGD	

17/7/19
सुमित साहवा / SUMIT SAHAWA
प्रमुख प्रबंधक (सी-ईम-एम्) / CPM Manager (CMM)
भारत भारती इलेक्ट्रिकल्स लिमिटेड / Bharati Heavy Electricals Ltd.
पावर सेक्टर-प्रोजेक्ट इंजीनियरिंग प्रबंधन
Power Sector-Project Engineering Management
पीपीईआई भवन, एचआरडी एंड ईएसआई कॉम्प्लेक्स
PPEI Bldg, HRD & ESI Complex,
प्लॉट नं. 25, सेक्टर 16 ए, नोएडा - 201301
Plot No. 25, Sec. 16 A, Noida - 201301

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____² hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

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

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

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

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

Sub
18/7/19

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

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

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

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

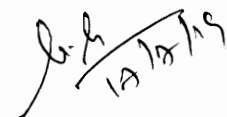
This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

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

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

Notwithstanding anything to the contrary contained hereinabove:

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


12/10/19

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

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

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

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.
2. In Case of Bank Guarantees submitted by Foreign Vendors-
 - a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
 - b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

for
12/12/15



PRE - QUALIFYING REQUIREMENTS

ENQUIRY NO:

PROJECT:

RATE CONTRACT

PACKAGE:

HT XLPE CABLES

CRITERIA FOR EVALUATION - FINANCIAL :

Average annual financial turnover during the last Three Financial Years should not be less than
Rupees Eleven Crore Forty Four Lakh(s) Only

Amount (in Rs.)
Rs.11,44,00,000.00

Notes:-

a) The bidder has to submit financial accounts (audited, if applicable comprising of Audit report, Balance Sheet, Profit & Loss A/c Statement and Notes/Schedules pertaining to Turnover/Sales/Revenue), for last three years (or from the date of incorporation, whichever is less) as on tender due date to review the above criteria. In case the incorporation of vendor is less than 3 years, average annual financial turnover shall be calculated based on available information as below:-

i) If the accounts are available for ≤ 1 Financial Year, the Average Annual Turnover shall be calculated based on available information divided by 1 (One).

ii) If the accounts are available for >1 but ≤ 2 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 2 (Two).

iii) If the accounts are available for >2 but ≤ 3 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 3 (Three).

b) Foreign bidder is to submit a latest report from reputed third party business rating agency like Dun & Bradstreet, Credit reform etc. in addition to the documents mentioned at point (a) above for review of above criteria.

c) Other Income shall not be considered for arriving at Annual Turnover/Sales. For evaluation purpose, Turnover figure excluding taxes shall be considered.

d) For evaluation of foreign bidder, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered.

Handwritten signature and date: 12/12/11

GST related Corrigendum to GCC Rev 06

Clause Ref:	Existing Clause as:	Replaced/ New Clause as:
Clause No. 4 of GCTC (General commercial terms and conditions)	<p>TAXES AND DUTIES</p> <p>4.1 EXCISE DUTY</p> <p>4.1.1 Seller/ Contractor is required to ensure that excise duty including cess, if any, is quoted as per the existing tariff on the date of the offer and all benefits as per existing rules have been considered.</p> <p>4.1.2 Excise duty actually incurred by Seller/ Contractor on self-manufactured items alone shall be reimbursed against documentary evidence. Excise duty paid by Purchaser on inputs, bought out items, raw materials and components consigned directly to site from sources other than Seller/ Contractor's factory/ works shall be included by the bidder in the quoted basic price.</p> <p>4.1.3 If excise duty is paid under protest or dispute, it shall not be reimbursed till the dispute is settled. If the Seller/ Contractor claims/ obtains any refund of the excise duty paid, the same shall be refunded to the Purchaser immediately.</p> <p>4.1.4 Invoice cum Excise duty gate pass (Excise Invoice) should contain the name of the ultimate consignee as per Order/ Contract/ Special Conditions of Contract.</p> <p>4.1.5 If required by Purchaser, the Seller / Contractor will provide a certificate stating that CENVAT benefit has been availed of on the inputs and the same has been passed on to the Purchaser.</p> <p>4.1.6 Excise duty shall be paid at actuals against documentary evidence but restricted to the amount and percentage indicated in the Order/ Contract.</p> <p>4.2 SALES TAX / VALUE ADDED TAX (VAT)</p> <p>4.2.1 Central Sales Tax / Value Added Tax shall be reimbursed only if the same is paid by the Seller / Contractor to the respective Govt. authorities on direct sales by the Seller/ Contractor to the Purchaser, meeting all statutory requirements and availing all exemptions/ concessions under the respective Central Sales Tax / Value Added Tax Acts. The offer should clearly indicate CST/ VAT percentage and the total</p>	<p>TAXES AND DUTIES</p> <p>4.1 CGST/SGST/UTGST/IGST</p> <p>4.1.1 Seller/ Contractor is required to ensure that CGST/SGST/UTGST/IGST (whichever is applicable) is quoted as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered.</p> <p>4.1.2 It is the responsibility of the seller/contractor to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law (CGST Act/SGST Act/UTGST Act/IGST Act). Vendor to indicate the proper GSTN Registration/ HSN code in their tax invoice.</p> <p>4.1.3 The purchaser is registered in the State of Uttar Pradesh vide following GST registration number: 09AAACB4146P22C</p> <p>4.1.4 Seller/contractor is required to mention the above registration number in their tax invoice unless stated otherwise in NIT/SCC.</p> <p>4.1.5 CGST/SGST/UTGST/IGST shall be paid at actuals against Tax Invoice but restricted to the amount and percentage in the order/contract</p>

Page 1 of 12

GST related Corrigendum to GCC Rev 06

<p>amount along with concessional form(s), if any.</p> <p>4.2.2 Purchaser is registered in NOIDA, U.P. vide following Registration Numbers: Central Sales Tax Registration No. : ND – 5341151 w.e.f. 01-07-2006 UP Trade Tax Registration No. : ND – 0345307 w.e.f. 01-07-2006 UP TIN No. : 09765702874</p> <p>4.2.3 Central Sales Tax/ Value Added Tax shall be reimbursed, as per tariff applicable, but restricted to the percentage and amount shown in the Order/ Contract. If it is shown as included in the quoted price/ not applicable, it will not be reimbursed by the Purchaser.</p> <p>4.2.4 Purchaser proposes to make sale-in-transit under section 6 (2) (b) of Central Sales Tax Act where goods movement is inter-state. Form-C shall be issued and exchanged against Form-E1/E2 based on quarterly transactions. Seller/Contractor is required to submit his request in the format enclosed at Annexure-VI within 30 days from end of the Quarter, giving State-wise invoice details.</p> <p>4.2.5 VAT invoices, in format prescribed by the respective State Sales Tax Act, have to be submitted in the name of Nodal Agency specified in Special Conditions of Contract.</p> <p>4.3 SERVICE TAX</p> <p>4.3.1 Service Tax paid by the Service Provider /contractor to the Government authorities directly shall only be reimbursed at actuals against documentary evidence, but restricted to the rate and amount mentioned in the order/contract. The offer should clearly indicate the percentage and the total amount of service tax.</p> <p>4.3.2 Service provider/Contractor to ensure their registration for "Intended Service" to be provided, before claiming Service tax under the "Intended category". Decision of BH&L shall be final w.r.t. the "Intended category" in which the service will be falling.</p> <p>4.3.3 If required by the Purchaser, the Service Provider/Contractor will provide a certificate stating that "CENVAT Benefit has been availed of on the input and the</p>	<p>4.2 OTHER TAXES & LEVIES</p> <p>4.2.1 All taxes/duties/Cess other than CGST/SGST/UTGST/IGST shall be deemed to be included in the Ex-Works prices unless specified otherwise by the bidder in the price bid. No variation in other taxes and duties shall be payable by Purchaser.</p> <p>4.3 CUSTOMS DUTY</p>
--	---

Page 2 of 12

GST related Corrigendum to GCC Rev 06

<p>same has been passed on to the purchaser" or "CENVAT Benefit has not been availed of on the inputs".</p> <p>4.4 OTHER TAXES & LEVIES</p> <p>All taxes and duties other than Excise Duty, Sales Tax/ VAT, Service Tax shall be deemed to be included in the Ex-Works prices unless specified otherwise by the bidder in the price bid. No variation in other taxes and duties shall be payable by Purchaser. However, statutory variation in Octroi will be payable extra against documentary evidence.</p> <p>4.5 CUSTOMS DUTY</p> <p>4.5.1 Customs Duty element for imported items as per Special Conditions of Contract shall be included in the Ex-Works prices. No variation in customs duty and exchange rate for imported items shall be payable by Purchaser.</p> <p>4.5.2 Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account.</p> <p>4.5.3 Essentiality Certificate or Project Authority Certificate (PAC) as per Import Policy, if required to avail concessional customs duty, shall be clearly specified in the offer.</p> <p>Import content (CIF value in rupees) with list of items, quantity, foreign currency, country of origin etc., shall be submitted by the bidder as part of Price bid.</p> <p>4.6 DIRECT TAX</p> <p>4.6.1 Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/ Contract, as well as tax liability of the Seller/ Contractor and his personnel.</p>	<p>4.3.1 Customs Duty/IGST/Goods and Services compensation cess under Goods and Services Tax (Compensation to States) Act, 2017 element for imported items as per Special Conditions of Contract shall be included in the Ex-Works prices.</p> <p>4.3.2 Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account.</p> <p>4.3.3 Essentiality Certificate or Project Authority Certificate (PAC) as per Import Policy, if required to avail concessional customs duty, shall be clearly specified in the offer.</p> <p>Import content (CIF value in rupees) with list of items, quantity, foreign currency, Country of origin etc., shall be submitted by the bidder as part of Price bid.</p> <p>4.4 DIRECT TAXES</p> <p>4.4.1 Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/ Contract, as well as tax liability of the Seller/ Contractor and his personnel.</p> <p>4.4.2 Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions</p>
---	---

Page 3 of 12

GST related Corrigendum to GCC Rev 06

<p>4.6.2 Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions.</p> <p>5.0 STATUTORY VARIATION</p> <p>5.1 If the rates for taxes and duties in respect of the quoted materials and/ or services assumed by the Seller/ Contractor are less than the tariff prevailing at the time of tendering, Seller/ Contractor will be responsible for such under quotations. However, if the rates assumed are higher than the correct rates prevailing at the time of tendering, the difference will be to the credit of the Purchaser.</p> <p>5.2 Statutory Variations in Excise Duty, Service Tax and Central Sales Tax/ Value Added Tax only on self-manufactured items/ services rendered by vendor himself on the rates prevailing at the time of delivery/ completion in comparison to the date of offer, will be to the account of the Purchaser. 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 Purchaser.</p> <p>5.3 Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the 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 Seller/ Contractor alone shall bear the impact for the upward revisions and for downward revisions; purchaser shall be given the benefit of reduction in taxes/ duties. This will be without prejudice to the levy of penalty for delay in delivery/ completion schedule.</p> <p>5.4 Any new tax structure (like Goods & Services Tax) as and when implemented by the Government shall become applicable in addition to or in lieu of existing tax structure.</p>	<p>5.0 STATUTORY VARIATION</p> <p>5.1 Statutory variation for CGST/SGST/UTGST/IGST is available provided the actual completion of supply does not occur beyond the period stipulated in the order/contract or any extension (without levy of penalty).</p> <p>5.2 For variation after the agreed completion periods, the seller/contractor alone shall bear the impact for the upwards revisions and adjust the price in their basic price in such a manner that total price with tax matches with the ex-works with taxes of Purchase Order/Contract. For downward revisions, purchaser shall be given the benefit of reduction in CGST/SGST/UTGST/IGST. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule.</p> <p>5.4 No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser.</p>
--	--

Page 4 of 12

Handwritten signature and date: 18/07/19

GST related Corrigendum to GCC Rev 06

Clause 8	<p>8.0 TRANSPORTATION & FREIGHT CHARGES</p> <p>8.1 All dispatches shall be through road carriers approved by Purchaser/ Bank, on freight pre-paid basis.</p> <p>8.2 Road permit/ entry permit, if required as per law of the State, shall be arranged by Purchaser.</p> <p>8.3 Freight charges (including Service Tax) shall be payable after delivery of the goods at the project site, on receipt of MRC or receipted LR on pro-rata basis.</p>	<p>8.0 TRANSPORTATION & FREIGHT CHARGES</p> <p>8.1 All dispatches shall be through road carriers approved by Purchaser/ Bank, on freight pre-paid basis.</p> <p>8.2 Road Permit/E-way bill, if required, will be arranged by Supplier.</p>
	<p>9.0 TERMS OF PAYMENT</p> <p>9.1 SUPPLY PACKAGES</p> <p>9.1.1 Ninety percent (90%) of basic price of materials supplied, as per PO, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis.</p> <p>9.1.2 Ten percent (10%) of basic price of materials supplied will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser, on submission of all final documents for the packages as detailed below, duly certified by Engg. Deptt. of purchaser, and submission of Form E1/ E2 against Form-C, if applicable.</p> <p>List of packages with required final documents is as per Annexure-X.</p> <p>9.2 SUPPLY PACKAGES WITH PERFORMANCE GUARANTEE / DEMONSTRATION TEST AT SITE IN VENDOR'S SCOPE</p> <p>9.2.1 Eighty Five percent (85%) of basic price of materials supplied, as per PO / approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis.</p> <p>9.2.2 Ten percent (10%) of basic price of materials supplied will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser and submission of Form E1/ E2 against Form-C, if applicable.</p> <p>9.2.3 Five percent (5%) of the total basic price of materials and PG/ Demonstration test charges shall be released after submission of all final documents as per Technical</p>	<p>9.0 TERMS OF PAYMENT</p> <p>9.1 SUPPLY PACKAGES</p> <p>Payment of basic price of materials supplied alongwith freight and taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 10% of basic price of materials supplied will be retained as security deposit which will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser on submission of all the final documents for the packages as detailed below, duly certified by engineering department of purchaser.</p> <p>List of packages with required final documents is as per Annexure-X.</p> <p>9.2 Supply packages with performance guarantee/demonstration test at site in vendor's scope</p> <p>Payment of basic price of materials supplied, as per PO/ as per approved billing schedule, along with freight and taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 15% of basic price of materials supplied will be retained as security deposit which will be released on pro-rata basis as details below:</p> <p>a) 10% will be released after receipt of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser.</p>

Page 5 of 12

GST related Corrigendum to GCC Rev 06

<p>Specifications and successful completion of the Performance Guarantee (PG)/ Demonstration Test at site.</p> <p>Note: If the Performance Guarantee/ Demonstration Test is not conducted up to 24 months from supply completion for reasons not attributable to the vendor, then last 5% payment will be released against Bank Guarantee of an equivalent amount, valid for 12 months. This bank guarantee will be in addition to Contract Performance Bank Guarantee for 10% of the contract value (excluding taxes, duties and freight).</p> <p>9.3 SUPPLY PAYMENT FOR TURNKEY PACKAGES (E&C IN VENDOR'S SCOPE)</p> <p>9.3.1 Eighty Five percent (85%) of basic price of materials supplied, as per approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis.</p> <p>OR</p> <p>i) Five percent (5%) lump sum payment of total basic price (excluding taxes, duties & freight) against approval of design documents and quality plan as certified by Engineering. Design documents and quality plan shall be as defined in the Technical Specifications.</p> <p>ii) Eighty percent (80%) of basic price of materials supplied, as per approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis.</p> <p>9.3.2 Five percent (5%) of basic price of materials supplied along with freight, if applicable, will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser and submission of Form E1/ E2 against Form-C, if applicable.</p> <p>Collection of Material Receipt Certificate from Site/ Owner and its submission for claiming the payment shall be the responsibility of the Seller/ Contractor.</p> <p>9.3.3 Ten percent (10%) of the total basic price shall be released after i) submission of all final documents as per Technical Specifications and ii) successful completion of</p>	<p>b) 5% will be released after submission of final documents as per technical specification and successful completion of the performance guarantee (PG)/ Demonstration test at site.</p> <p>Note: If the Performance Guarantee/ Demonstration Test is not conducted up to 24 months from supply completion for reasons not attributable to the vendor, then 5% security deposit will be released against Bank Guarantee of an equivalent amount, valid for 12 months. This bank guarantee will be in addition to Contract Performance Bank Guarantee for 10% of the contract value (excluding taxes, duties and freight).</p> <p>9.3 SUPPLY PAYMENT FOR TURNKEY PACKAGES (E&C IN VENDOR'S SCOPE)</p> <p>9.3.1 Payment of basic price of materials supplied, as per approved billing schedule, along with freight, taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 5% of basic price of materials supplied will be retained as security deposit which will be released on pro-rata basis as details below:</p> <p>a) 5% will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser. Collection of Material Receipt Certificate from site/owner and its submission for claiming the payment shall be the responsibility of the Seller/Contractor.</p> <p>b) 10% will be released after i) submission of all final documents as per Technical Specifications and ii) successful completion of Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package, if applicable, as per Order/ Contract</p>
---	--

Page 6 of 12

GST related Corrigendum to GCC Rev 06

<p>Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package, if applicable, as per Order/ Contract.</p> <p>9.4 ERECTION & COMMISSIONING PAYMENT FOR TURNKEY PACKAGES</p> <p>9.4.1 Eighty percent (80%) payment on pro-rata basis for the work completed, as per approved billing schedule, shall be released by Site authorities/ Region on submission of protocols, duly signed by BHEL Site/ Owner.</p> <p>9.4.2 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful commissioning of the complete system/ package.</p> <p>9.4.3 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful completion of PG/ Demonstration test(s) and handing over system/ package to the Owner, as applicable.</p> <p>9.5 PG TEST, INSTALLATION CHECK, SUPERVISION OF ERECTION / COMMISSIONING CHARGES</p> <p>100% payment shall be released after successful completion of the activity, on Site certification.</p> <p>9.6 Vendors shall submit documents for payment directly to BHEL. Payment will be released within 60 days after receipt of complete documents as per order/ contract (45 days for vendors qualified and registered as Micro or Small as per MSMED Act).</p> <p>To be eligible for payment as Micro and Small category, vendors shall submit annual certification for validation from designated authority under MSMED Act or Chartered Accountant within first quarter of every financial year.</p> <p>Note:</p> <p>1) For indigenous suppliers, if the documents are routed through Bank, then all bank charges will be to vendor's account.</p> <p>2) Foreign bidders can opt for payment (less agency commission, if applicable) through irrevocable and unconfirmed letter of credit. In that case for</p>	<p>9.4 ERECTION & COMMISSIONING PAYMENT FOR TURNKEY PACKAGES</p> <p>9.4.1 Eighty percent (80%) payment on pro-rata basis for the work completed, as per approved billing schedule, shall be released by Site authorities/ Region on submission of protocols, duly signed by BHEL Site/ Owner.</p> <p>9.4.2 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful commissioning of the complete system/ package.</p> <p>9.4.3 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful completion of PG/ Demonstration test(s) and handing over system/ package to the Owner, as applicable.</p> <p>9.5 PG TEST, INSTALLATION CHECK, SUPERVISION OF ERECTION / COMMISSIONING CHARGES</p> <p>100% payment shall be released after successful completion of the activity, on Site certification.</p> <p>9.6 Vendors shall submit documents for payment directly to BHEL. Payment will be released within 60 days after receipt of complete documents as per order/ contract (45 days for vendors qualified and registered as Micro or Small as per MSMED Act).</p> <p>Note:</p> <p>1) Vendors are required to issue Tax Invoice inclusive of PVC value (if applicable) wherever indices are available.</p> <p>2) For indigenous suppliers, if the documents are routed through Bank,</p>
---	--

Page 7 of 12

GST related Corrigendum to GCC Rev 06

<p>evaluation purpose, prices of foreign bidders will be loaded on account of payment through LC, equal to loading specified against 'Payment through Bank' in Annexure-VIII. No loading will be done if foreign vendors agree for 90 days advance LC or submit the documents on collection basis for payment within 90 days of submission of complete documents.</p> <p>3) LC opening/ negotiation/ confirmation charges will be to vendor's account.</p> <p>4) Form C/ E1/E2 are not applicable for foreign bidders.</p> <p>5) In extreme case of vendors not agreeing to link 10% payment with submission of Form E1/ E2 against Form-C as above, their prices will be loaded as per Annexure-VIII.</p> <p>6) Any negative PVC, if not adjusted in earlier payments, will be adjusted at the time of MRC payment.</p> <p>7) Payment terms for mandatory spares shall be as per clause 9.1.</p>	<p>then all bank charges will be to vendor's account.</p> <p>3) Foreign bidders can opt for payment (less agency commission, if applicable) through irrevocable and unconfirmed letter of credit. In that case for evaluation purpose, price of foreign bidders will be loaded on account of payment through LC, equal to loading specified against 'Payment through Bank' in Annexure-VIII. No loading will be done if foreign vendors agree for 90 days advance LC or submit the documents on collection basis for payment within 90 days of submission of complete documents.</p> <p>4) LC opening/ negotiation/ confirmation charges will be to vendor's account.</p> <p>5) Payment terms for mandatory spares shall be as per clause 9.1.</p> <p>9.7 The applicable TDS under CGST/SGST/IGST/IGST/ Goods and Services (Compensation to States) Act will be deducted from the payments.</p> <p>9.8 Other clauses</p> <p>1. Vendor/Supplier will intimate & upload the Tax invoice along with LR/RR (as applicable) on web portal & intimate BHEL immediately on removal of goods from vendor/supplier premises. In case of Services, Vendor is required to upload the Tax invoice on Web Portal immediately after raising the invoice. BHEL will issue the delivery order/instruction to dispatch the material to the customer as indicated in SCC.</p> <p>2. All payments against Tax Invoice to vendors/contractors shall be released only after:</p>
---	---

Page 8 of 12

Handwritten signature and date: 18/10/19

GST related Corrigendum to GCC Rev 06

		<p>a) Vendor/contractor declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act.</p> <p>b) The tax component charged by the vendor in the invoice should be matched with the details uploaded by vendor in GSTR-1.</p> <p>c) Confirmation of payment of GST thereon by vendor on GSTN portal</p> <p>3. In case, any GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the vendor/contractor along with interest levied/leviable on BHEL.</p> <p>4. Wherein GST liability arises on BHEL under reverse charge, any interest levied/leviable due to any reasons not attributable to BHEL shall be recovered from the vendor/contractor.</p>
Clause 9	<p>9.7 DOCUMENTS TO BE SUBMITTED BY VENDOR</p> <p>9.7.1 For Recognition of Dispatch Copy of the following documents by e-mail/ fax immediately on despatch:</p> <p>a. Invoice</p> <p>b. LR along with Delivery Order</p> <p>c. Packing List</p> <p>d. Insurance Intimation</p> <p>e. Dispatch Clearance</p> <p>9.7.2 For Claiming Payments (under clause 9.1.1, 9.2.1, 9.3.1):</p> <p>a. Invoice – original+1 copy</p> <p>b. Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original/ copy</p>	<p>9.7 All same</p> <p>a. to be replaced with "GST compliant invoice" in 9.7.1, 9.7.2, 9.7.3</p> <p>Modification in the clause Duty drawback documents "As per applicable law" (original+1 copy.)</p>

Page 9 of 12

GST related Corrigendum to GCC Rev 06

	<p>c. Delivery order- 2 copies</p> <p>d. Packing List - clearly showing number of packages, gross weight and net weight. – original+1 copy</p> <p>e. MDCC from BHEL/ Customer – as per SCC – 2 copies</p> <p>f. Guarantee Certificate – Original + 1 copy</p> <p>g. Insurance Intimation - 2 copies</p> <p>h. QIR / Inspection Reports – Original+1 copy</p> <p>i. PVC Calculation and copy of all applicable indices, if PVC applicable. – 2 copies</p> <p>j. Duty drawback documents (original excise invoice, original disclaimer certificate, original certificate from excise authority for payment of excise duty), if applicable. – original + 1 copy</p> <p>9.7.3 For Claiming Freight Payment</p> <p>a. Invoice – Original + 1 copy</p> <p>b. Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original/ copy</p> <p>c. Transporter's document indicating the freight amount. Original money receipt to be submitted if required as per SCC.</p> <p>9.7.4 For Claiming MRC Payment</p> <p>a. Invoice – Original + 1 copy</p> <p>b. Copy of MRC</p> <p>9.7.5 For Claiming Payment for Services involving Service Tax</p> <p>a. Invoice as per rule 4A of Service Tax Act – Original + 1 copy</p> <p>b. Copy of Service Tax registration certificate</p> <p>c. Copy of challan for Service Tax payment</p>	
Clause 3.0 Instruction to bidders	<p>Total erection & commissioning charges including service tax should be minimum 20% (or as specified in NIT) of the total quoted package price (excluding mandatory spares but including all taxes and freight), failing which the break-up of prices shall be adjusted accordingly for ordering.</p>	<p>Total erection & commissioning charges including applicable tax but excluding freight along with GST should be minimum 20% (or as specified in NIT) of the total quoted package price (excluding mandatory spares but including all taxes and freight), failing which the break-up of prices shall be adjusted accordingly for ordering.</p>

Page 10 of 12

GST related Corrigendum to GCC Rev 06

Clause 16.0 Instruction to bidder	<p>For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII will apply.</p>	<p>For deviations w.r.t. Payment terms, Liquidated damages, Firm prices before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII will apply.</p>
Clause 16.0 of GTC	<p>Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the total contract price per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/ Contract.</p> <p>For Turnkey packages (Supply and E&C in vendor's scope), Liquidated Damages shall be levied on the total contract value of both Supply and E&C orders (excluding taxes, duties and freight) if E&C completion of the package is delayed beyond the contractual completion date or extension thereof. Liquidated Damages will not be withheld from supply payment.</p> <p>LR/ GR/ RR date for indigenous supplies and AWB/ BL date for FOB contracts shall be treated as the date of dispatch for levying LD as per Clause 16.</p> <p>However, for indigenous supply if receipted LR date is beyond three months from the date of LR, such excess period shall also be considered for LD purpose.</p> <p>2. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s)</p>	<p>Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the total contract price per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/ Contract.</p> <p>For Turnkey packages (Supply and E&C in vendor's scope), Liquidated Damages shall be levied on the total contract value of both Supply and E&C orders (excluding taxes, duties and freight) if E&C completion of the package is delayed beyond the contractual completion date or extension thereof. Liquidated Damages will not be withheld from supply payment.</p> <p>LR/ GR/ RR/ away bill date for indigenous supplies and AWB/ BL date for C&F contracts shall be treated as the date of dispatch for levying LD as per Clause 16.</p> <p>However, for indigenous supply if receipted LR/away bill date is beyond three months from the date of LR/away bill, such excess period shall also be considered for LD purpose.</p> <p>2. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s)</p>

Page 11 of 12

GST related Corrigendum to GCC Rev 06

Deviation sheet- Cost of Withdrawal	<p>Point no-9</p> <p>For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.</p>	<p>For deviations w.r.t. Payment terms, Liquidated damages, Firm prices before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.</p>
Annexure-VI		Deleted
Annexure-VIII		<p>Following changes in annexure-8, (remaining portion of annex-8 is same):</p> <p>C) LIQUIDATED DAMAGES</p> <p>If maximum limit asked for is 10% of Undelivered Portion – 10% value of the total quoted price including GST & freight.</p> <p>If maximum limit asked is less than 10 % of contract value loading shall be to the extent to which not agreed by bidder (at offered value).</p> <p>E) DEVIATION TO SUBMISSION OF FORM-E1/ E2-BEFORE CLAIMING 10% PAYMENT</p> <p>10% of Ex-Works supply value.</p>
<p>New clauses:</p> <p>a) In case of discrepancy in CGST/SGST/UTGST/IGST rate corresponding to HSN code and quotes rates, the evaluation shall be done on quoted price and correct CGST/SGST/UTGST/IGST rate shall be considered for ordering (limited to quoted FOR Site Price)</p> <p>b) The bidder should have been registered with the appropriate authority under relevant GST laws.</p> <p>c) The bidder to specify in their offer (part 1 bid) the category of registration under GST i.e registered dealer and composite dealer</p> <p>d) No CGST/SGST/UTGST/IGST will be reimbursed to composite dealer. In the event of any GST quoted by composite dealer, the same shall be considered for evaluation purpose. However, the ordering will be done without considering the tax.</p> <p>e) In the event of any change in the status of vendor from composite to regular dealer after the submission of the bid but before the supply, no reimbursement of CGST/SGST/UTGST/IGST will be made. However, the vendor has to raise the invoice strictly, as per the law, by adjusting their ex-works price.</p>		

Page 12 of 12

Handwritten signature and date: 19/8/19

ANNEXURE-C**BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS**

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

14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.

15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.

16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.

17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.

18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.

19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.

20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall

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

8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.

9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.

10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.

11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.

12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.

13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

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

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

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

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

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

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

[Signature]
12/7/19

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

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

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

28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.

29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/regulatory body, as the case may be.

30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:

- Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
- admissions made by the other party in the course of the Conciliator proceedings;
- proposals made by the Conciliator;
- The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.

31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.

32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.

33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue

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

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

Qr
12/12/19

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

To,

M/s. (Stakeholder's name)

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

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

Sir,

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

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

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

Yours faithfully,

Representative of BHEL

**FORMAT FOR GIVING CONSENT BY
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERSFOR REFERRING THE DISPUTES TO CONCILIATION
THROUGH IEC**

To,

BHEL

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

Ref: Contract/MoU/Agreement/LOI/LOA No _____ & date_____

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

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

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

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

Yours faithfully ,

(Signature with stamp)

**Authorized Representative of Contractor
Name, with designation
Date**

**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO
THE IEC BY BOTH THE PARTIES**

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

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

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

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

12/12/17

INTEGRITY PACT**Between**

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 - Independent External Monitor(s)

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

17/12/19

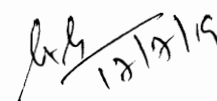
- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants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

Section 9 - Pact Duration


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

Section 10 - Other Provisions

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



- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.


 सुमीत सहाय / SUMIT SAHAYA
 Dy. Manager (CMM)
 भारत भारी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.
 पावर सेक्टर-परियोजना इंजीनियरिंग प्रबंधन
 Power Sector Projects Engineering Management
 For & On behalf of the Principal
 PFI Complex, 201301

For & On behalf of the Bidder/
 Contractor

(Office Seal)

(Office Seal)

Place-----
 Noida

Date-----

Witness: _____
 (Name & Address) I.P. Sah
 BHEL

Witness: _____
 (Name & Address) _____

TECHNICAL SPECIFICATION
FOR
HT XLPE POWER CABLES

VOLUME-II

SPECIFICATION NO: *PE-RC-999-507-E001*

REVISION: 00

RATE CONTRACT



BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR
PROJECT ENGINEERING MANAGEMENT
NOIDA, UP (INDIA) – 201301



DOCUMENT TITLE

**TECHNICAL SPECIFICATION FOR
HT XLPE POWER CABLES**

SPECIFICATION NO. PE-RC- 999-507-E001

VOLUME II

SECTION -

REVISION 00

DATE: 22.06.2019

SHEET -

CONTENTS

<u>S. NO.</u>	<u>CONTENTS</u>	<u>NO. OF SHEETS</u>
01	SECTION – I	
a)	COMPLIANCE CERTIFICATE	01
b)	SPECIFIC TECHNICAL REQUIREMENTS	01
c)	DATA SHEET-A	03
d)	DATA SHEET-C (GUARANTEED TECHNICAL PARTICULARS)	04
e)	QUALITY PLAN (ALONGWITH ANNEXURE)	10
02	SECTION – II	
a)	STANDARD TECHNICAL SPECIFICATION	02

TOTAL NO. OF SHEETS=
(INCLUDING COVER/ SEPARATOR SHEETS)

25



DOCUMENT TITLE

**TECHNICAL SPECIFICATION FOR
HT XLPE POWER CABLES**

SPECIFICATION NO. PE-RC- 999-507-E001

VOLUME II

SECTION I

REVISION - 00

DATE: 22.06.2019

SECTION – I

SPECIFIC TECHNICAL REQUIREMENTS



TECHNICAL SPECIFICATION FOR
HT XLPE POWER CABLES

SPECIFICATION NO. PE-RC- 999-507-E001

VOLUME II

SECTION I

REVISION 00

DATE: 22.06.2019

SHEET 1 of 1

COMPLIANCE CERTIFICATE

The bidder shall confirm compliance to the following by signing/ stamping this compliance certificate and furnishing same with the offer.

1. The scope of supply, technical details, construction features, design parameters etc. shall be as per technical specification & there are no exclusion/ deviation with regard to same.
2. There are no deviation with respect to specification other than those furnished in the 'schedule of deviations'.
3. Only those technical submittals which are specifically asked for in NIT to be submitted at tender stage shall be considered as part of offer. Any other submission, even if made, shall not be considered as part of offer.
4. Any comments/ clarifications on technical/ inspection requirements furnished as part of bidder's covering letter shall not be considered by BHEL, and bidder's offer shall be construed to be in conformance with the specification.
5. Any changes made by the bidder in the price schedule with respect to the description/ quantities from those given in "BOQ-Cum-Price schedule" of the specification shall not be considered (i.e., technical description & quantities as per specification shall prevail).

BIDDER'S STAMP & SIGNATURE



DOCUMENT TITLE

**TECHNICAL SPECIFICATION FOR
HT XLPE POWER CABLES**

SPECIFICATION NO. PE-RC- 999-507-E001

VOLUME II

SECTION I

REVISION - 00

DATE: 22.06.2019

1.0 PURPOSE

This specification is intended for finalization of rate contract between BHEL PEM and Bidder. Standard technical detail as indicated in the specification shall be agreed upon between BHEL PEM and bidder. Project specific technical detail shall be made available to the bidder along with project enquiry.

2.0 SCOPE OF ENQUIRY

- 2.1. Design, Manufacture, Inspection and Testing at Manufacturer's works, proper packing and delivery to site of HT XLPE POWER CABLES conforming to this specification.
- 2.2. It is not the intent to specify herein all the details of design & manufacture. However, the equipment shall conform in all respects to high standards of design engineering and workmanship and shall be capable of performing in continuous commercial operation at site conditions.
- 2.3. Technical requirements of HT XLPE POWER CABLE are indicated in Data Sheet-A & Section-II.
- 2.4. The stipulations of Data Sheet-A shall prevail in case of any conflict between the stipulations of Data Sheet - A & Section-II.
- 2.5. The documents shall be in English Language and MKS system of units

3.0 BILL OF QUANTITIES:

The bidder to quote for items as per price schedule attached with NIT. **The quantity as mentioned in the BOQ is only for evaluation purpose.** However actual ordered quantity may vary from project to project throughout the contract.

4.0 DRAWINGS & DOCUMENTS TO BE SUBMITTED

- 4.1 After rate contract; against specific project requirement following information shall be furnished by BHEL: -
 - a) BOQ (Bill of Quantities)
- 4.2 Following documents shall be submitted for specific project requirement after placement of order for BHEL & customer's approval: -

Sl. No.	Drawing / Document Description	Drawing / Document no	Document Type	First Submission	Resubmission
1	Technical Data sheet - HT XLPE Power cables	PE-V0-XXX-507-E101	Primary	Within 2 week of award of contract.	Within 1 week of comments
2	Cross-sectional Drgs.- HT XLPE Power cables	PE-V0-XXX-507-E103	Primary	Within 2 week of award of contract.	Within 1 week of comments
3	Quality Plan - HT XLPE Power cables	PE-V0-XXX-507-E912	Primary	Within 2 week of award of contract.	Within 1 week of comments

- 4.3 Drawings/documents shall be submitted through Document Management System (DMS).



DOCUMENT TITLE

**TECHNICAL SPECIFICATION FOR HT
XLPE POWER CABLES**

SPECIFICATION NO. PE-RC- 999-507-E001

VOLUME II

SECTION I

REVISION 00

DATE: 14.06.2019

SHEET 1 of 3

DATASHEET-A

1.0	Type of Cable	Flame Retardant-Low Smoke Halogen (FR-LSH)		
2.0	Standard applicable in general(Latest amendment to be referred if any)	IS:7098 (Part-2), IS:8130, IS:5831, IS:10810, IS:3975, ASTM:2843, ASTM:2863, IEC-754-1, IEC:60332 (Part-1), IEC:60332-3-23, IEEE:60383		
3.0	Voltage Grade	3.3/3.3 kV (unearthed)	6.6/6.6 kV (unearthed)	11/11 kV (unearthed)
4.0	Number of cores, cross sectional area of conductors and quantities	As per BOQ-Cum-Price Schedule		
5.0	CONDUCTOR			
(a)	Material	Aluminium		
	Grade and Class	Stranded, H2, Class 2		
(b)	Standard Applicable	IS: 8130		
(c)	Shape	Compacted Circular/ Shaped (Project specific requirement shall be furnished later)		
(d)	Min. number and diameter of strands	As per Table-2 of IS: 8130		
(e)	Conductor screen			
(i)	Material	Extruded Cross-linked Semi-conducting compound		
(ii)	Minimum thickness	0.3 mm		
6.0	INSULATION			
(a)	Material	Extruded Cross-Linked Polyethylene(XLPE)		
(b)	Standard Applicable	IS: 7098 (Part-2)		
(c)	Continuous withstand temperature	90°C		
(d)	Short-circuit withstand temperature	250°C		
(e)	Insulation Shield Strippable	No (Project specific requirement shall be furnished later)		
7.0	INSULATION SCREEN	For both Single core cable & Multi core cables		
(a)	Non-metallic			
(i)	Material	Extruded Cross-linked Semi-conducting compound		
(ii)	Minimum thickness	0.3 mm		
(b)	Metallic	For both Single core cable & Multi core cables (Project specific requirement shall be furnished later)		
(i)	Material	Copper Tape (Project specific requirement shall be furnished later)		
(ii)	Size	Nominal thickness 0.1mm with tolerance (\pm) 10%		
(iii)	Minimum Overlap	10%		
(c)	Earth fault current withstand capacity	300A,2 sec (For multi-core cables, screen of each core shall be rated individually for the above value).		
8.0	EXTRUSION (Insulation and Screens)			
(a)	Process	Triple Extrusion		



DOCUMENT TITLE

TECHNICAL SPECIFICATION FOR HT
XLPE POWER CABLES

SPECIFICATION NO. PE-RC- 999-507-E001

VOLUME II

SECTION I

REVISION 00

DATE: 27.06.2017

SHEET 2 of 3

		(Extruded semi-conducting compound conductor screen and insulation screen shall be applied along with XLPE insulation in a single operation by triple extrusion process).
(b)	Method of Curing	<i>Dry curing/Gas curing/Steam curing</i> (Project specific requirement shall be furnished later)
9.0	CORE IDENTIFICATION	By coloured strips applied on the cores or by numerals printing on the cores
10.0	INNER SHEATH	For both Single core cable & Multi core cables (Project specific requirement shall be furnished later)
(a)	Material	Extruded HRPVC Type ST-2
(b)	Standard Applicable	IS: 7098 (Part-2) & IS: 5831
(c)	Colour	<i>Black</i>
(d)	Whether FR-LSH	<i>YES</i> (Project specific requirement shall be furnished later)
(e)	Inner sheath applicable for single core cable	<i>YES</i> (Project specific requirement shall be furnished later)
(f)	Fillers	Acceptable (only for centre filler)
(g)	Material of fillers (if permitted)	Same as inner sheath (Material of filler to be compatible with that of inner sheath)
(h)	Method of application	
(1)	Multi-core cables:	
(i)	With fillers	<i>Pressure/ Vacuum extruded</i> (Project specific requirement shall be furnished later)
(ii)	Without fillers	<i>Pressure extruded</i>
(2)	Single-core cables:	<i>Not applicable</i> (Project specific requirement shall be furnished later)
(i)	Thickness of inner sheath	As per Table-5 of IS: 7098 (Part-2)
11.0	ARMOUR	
(a)	<i>Applicable</i>	<i>YES</i>
(b)	Material:	
(i)	Single core cables	Aluminium Round Wire H4 grade to IS: 8130
(ii)	<i>Multi-core cables</i>	<i>Galvanised Steel Strip</i> conforming to (i) Table-6 of IS 7098 part-2 OR <i>GALVANISED SINGLE ROUND STEEL WIRE</i> conforming to (i) IS 3975/1999 <i>As per BOQ .</i>
(iii)	Standard Applicable	<i>Dimension as per IS: 7098 (Part-2) Table-6 and tolerance on dimension as per IS:3975</i>
(c)	Minimum Coverage	90%
(d)	Gap between armour wires	Shall not exceed one armour wire space (No cross-over/ over-riding)
(e)	Breaking load of joint	95 % of normal armour
12.0	OUTERSHEATH	
(a)	Material	Extruded <i>HRPVC</i>



DOCUMENT TITLE

**TECHNICAL SPECIFICATION FOR HT
XLPE POWER CABLES**

SPECIFICATION NO. PE-RC- 999-507-E001

VOLUME II

SECTION I

REVISION 00

DATE: 27.06.2017

SHEET 3 of 3

		Type ST2 as per IS: 5831
(b)	Colour	Black
(c)	Whether FR-LSH	Yes
(d)	Method of application	Extruded
(e)	Thickness of outer sheath	As per Table-7 of IS: 7098 (Part-2)
(f)	Marking	BHEL-PEM and Customer's name, Manufacturer's name and /or trade mark, voltage grade, year of manufacture, Type of insulation, Cable size (cross section area of conductor and no. of cores) IS Number(s) Type of inner & outer sheath e.g. "FRLSH" etc., IS number, ISI mark/BIS mark @ 5m/1m (by embossing), Progressive sequential marking of length of cable in meters @ 1m (by embossing/ printing) for 11kV, 6.6kV & 3.3 kV Cables. (Project specific requirement shall be furnished later)
13.0	FR-LSH CHARACTERISTICS	
(a)	Oxygen index	Min 29 (As per IS 7098-2 /ASTMD 2863)
(b)	Temperature index	Min. 250°C(As per IS 7098-2 /ASTMD 2863)
(c)	Acid gas generation	Max. 20% by weight (As per IS 7098-2 /IEC-60754-1)
(d)	Smoke density rating	Max. 60% (As per IS 7098-2 /ASTM D 2843)
(e)	Flammability Test	
(i)	Flammability test for single cable	YES As per: IEC-60332 Part-1
(ii)	Flammability test for bunched cables	YES As per: IEC-60332 Part-3, CAT-B
(iii)	Flammability test as per IEEE: 60383	YES
(iv)	As per Swedish Chimney test SEN-SS-424-1475-F3	YES
14.0	Anti-rodent and Termite repulsion Test	YES
15.0	Anti-Fungal Test	No
16.0	Special Tests	
(a)	Hydrolytic Stability as per ASTM D 3137 :81 (Duration:- 14 days)	No (Past Reports required as per Project Specific requirement)
(b)	UV Radiation Test as per BS EN ISO 4892-2 (Duration:- 14 days)	No (Past Reports required as per Project Specific requirement)
(c)	UV Radiation Test as per ASTM G 154 (Duration:- 14 days)	No (Past Reports required as per Project Specific requirement)
17.0	TOLERANCE ON OUTER DIAMETER	(±)2 mm. over the declared value
18.0	CABLE DRUMS	
(a)	Type of Drum	Wooden as per IS 10418 (Project specific requirement shall be furnished later)
(b)	Standard drum length	500m (±) 5% / 600m (±) 5% / 750m (±) 5% (Project specific requirement shall be furnished later)
(c)	Construction details	Clause no 4.2 of Section-II of this technical specification
(c)	Marking on drum	Clause no 4.3 of Section-II of this technical specification. Further customer specific marking requirement (if any) shall be informed later.
19.0	SEA WORTHY PACKING	NO



DOCUMENT TITLE

TECHNICAL SPECIFICATION FOR HT
XLPE POWER CABLES

SPECIFICATION NO. PE-RC- 999-507-E001

VOLUME II

SECTION I

REVISION 00


DATE: 27.06.2017

SHEET 4 of 3

20

Design Ambient Temperature

50 degC


	DOCUMENT TITLE TECHNICAL SPECIFICATION FOR HT XLPE POWER CABLES	SPECIFICATION NO. PE-RC- 999-507-E001	
		VOLUME II	
		SECTION I	
		REVISION 00	DATE: 22.06.2019
		SHEET 1 OF 4	

DATASHEET C

**GUARANTEED TECHNICAL PARTICULARS
(TO BE SUBMITTED BY SUCCESSFUL BIDDER)**

S.No.	Particulars	Unit	Description
1.0	GENERAL		
1.1	Name of Manufacturer	-	
1.2	Place of Manufacture	-	
2.0	STANDARDS APPLICABLE		
2.1	IS: 7098 Part-2 For general specification of XLPE Cables	YES	
2.2	IS: 8130 For conductor material	YES	
2.3	IS: 5831 For material of innersheath & outersheath	YES	
2.4	IS: 3975 / IS: 8130 For armour of 3 core/ single core cables	YES	
2.5	IS: 10810 For method of tests	YES	
2.6	ASTMD-2863 For oxygen index test	YES	
2.7	SS:424-14-75 & IEC-60332-3 & IEC-60332-1 & IEEE: 60383 For flammability test	YES	
2.8	IEC-60754-1 For acid gas generation test	YES	
2.9	ASTMD-2843 For smoke generation test	YES	
2.10	Current rating of cables conforms to	-	
2.11	Short circuit rating conforms to	-	
2.12	Formula for calculating short circuit current for different durations	-	
3.0	INSTALLATION CONDITIONS AT SITE		
3.1	Ambient air temperature	deg. C	
3.2	Ground temperature	deg. C	
3.3	Depth of laying of cables buried in ground	cm	
3.4	Thermal resistivity of soil	deg. C cm/W	

NAME OF VENDOR			SEAL	REV.	
NAME	SIGNATURE	DATE			

	<p>DOCUMENT TITLE</p> <p>TECHNICAL SPECIFICATION FOR HT XLPE POWER CABLES</p>	SPECIFICATION NO. PE-RC- 999-507-E001	
		VOLUME II	
		SECTION I	
		REVISION 00	DATE: 22.06.2019
		SHEET 2 OF 4	


4.0	CHARACTERISTICS OF FR-LSH SHEATH		
4.1	Oxygen index	%	
4.2	Temperature index	Deg C	
4.3	Acid gas generation	%	
4.4	Smoke density rating	%	
5.0	CABLE DRUMS		
5.1	Type & construction	-	
5.2	Standard drum length	M	
5.3	Tolerance on drum length	%	
6.0	INFORMATION TO BE FILLED IN FOR EACH SIZE CABLE IN THE FORM OF TABLE		
6.1	No. of cores x size	-	
6.2	Voltage grade (Uo/U)	kV	
6.3	Base current ratings (*) based on Clause No. 3.0		
a)	In air	Amp	
b)	In ground	Amp	
c)	Ducts	Amp	
6.4	Short circuit rating	kA, sec	
6.5	Properties		
a)	D.C. resistance of conductor at 20 deg. C	ohm/km	
b)	A.C. resistance of conductor at 90 deg. C	ohm/km	
c)	Reactance of cable at normal frequency	ohm/km	
d)	Electrostatic capacitance of cable at normal frequency	μF/km	
6.6	CONDUCTOR		
a)	Material type & grade	-	
b)	No & dia of wires in each core before stranding	no x mm	
c)	Shape	-	
6.7	CONDUCTOR SCREEN		
a)	Material	-	
b)	Minimum thickness	mm	

NAME OF VENDOR			SEAL	REV.	
NAME	SIGNATURE	DATE			

	DOCUMENT TITLE TECHNICAL SPECIFICATION FOR HT XLPE POWER CABLES	SPECIFICATION NO. PE-RC- 999-507-E001	
		VOLUME II	
		SECTION I	
		REVISION 00	DATE: 22.06.2019
		SHEET 3 OF 4	

6.8	XLPE INSULATION		
a)	Nominal thickness of insulation	mm	
b)	Method of curing	-	
6.9	INSULATION SCREEN		
a)	Type of screen	-	
b)	Material and thickness (minimum and nominal)	mm	
i)	Metallic	-	
	- Type of tapes and Minimum overlapping	-	
	- Thickness (nominal)	mm.	
ii)	Non-metallic	-	
	- Thickness (minimum)	mm.	
iii)	Earth fault current withstand capacity (calculation to be furnished)	kA, sec.	
6.10	PVC ST2 INNERSHEATH		
a)	Material - FRLS	- Yes/ No	
b)	Thickness (min.)	mm.	
c)	Method of application	-	
1)	Multi-core cables		
i)	With fillers	-	
ii)	With out fillers	Pressure Extruded	
2)	Single core cables		
d)	Type & Shape of fillers (if used)	-	
e)	Colour	-	
6.11	ARMOUR		
a)	Material	-	
b)	Size/ dimensions	mm.	
c)	Minimum no. of wires/ formed wires	No.	
d)	Tolerance on formed wire dimension	mm.	
e)	Maximum resistivity of GS formed wire	-	
f)	Maximum resistivity of Al round wire	Ohm-m	
g)	Minimum coverage	%	
6.12	PVC/POLYETHYLENE ST2 FR-LSH OUTERSHEATH		
a)	Minimum thickness of outer sheath	mm.	
6.13	DIAMETERS		

NAME OF VENDOR			SEAL	REV.	
NAME	SIGNATURE	DATE			

	<p>DOCUMENT TITLE</p> <p>TECHNICAL SPECIFICATION FOR HT XLPE POWER CABLES</p>	SPECIFICATION NO. PE-RC- 999-507-E001	
		VOLUME II	
		SECTION I	
		REVISION 00	DATE: 22.06.2019
		SHEET 4 OF 4	

a)	Diameter of insulated conductor	mm.	
b)	Cable diameter under armour	mm.	
c)	Cable diameter over armour	mm.	
d)	Overall diameter of cable	mm.	
6.14	Tolerance on overall diameter	(±) mm	
6.15	Minimum bending radius	x O.D.	
6.16	Safe pulling force	N	
6.17	Weight of cable	kg./km	
6.18	Dimension of drum	mm.	
6.19	Shipping weight	kg	
6.20	Cable marking on outer sheath	-	
6.21	Drum marking	-	

(*) For single core cables, the continuous current rating shall be furnished separately for armour earthed at one end and at both ends.

:

NAME OF VENDOR			SEAL	REV.	
NAME	SIGNATURE	DATE			



DOCUMENT TITLE

**TECHNICAL SPECIFICATION FOR HT
XLPE POWER CABLES**

SPECIFICATION NO. PE-TS-999-507-E001

VOLUME II

SECTION II

REVISION 00

DATE: 10.05.2016

SHEET -

SECTION-II

STANDARD TECHNICAL SPECIFICATION



DOCUMENT TITLE

**TECHNICAL SPECIFICATION FOR HT
XLPE POWER CABLES**

SPECIFICATION NO. PE-RC-999-507-E001

VOLUME II

SECTION II

REVISION 00

DATE: 22.06.2019

SHEET 1 of 2

1.0 TECHNICAL REQUIREMENTS

- 1.1 Technical requirements for HT XLPE POWER CABLES shall be as indicated in this section, in addition to those specified in Section I & Datasheet-A.

2.0 CODES & STANDARDS

- 2.1 The material shall comply with all currently applicable safety codes and statutory regulations of India as well as of the locality where the material is to be installed.
- 2.2 The design, material, construction, manufacture, inspection and testing of HT XLPE POWER CABLES shall conform to the latest revision of relevant standards and codes of practices mentioned in Data Sheet – A.
- 2.3 In case of conflict between the applicable reference standard and this specification, this specification shall govern.

3.0 QUALITY ASSURANCE REQUIREMENTS

- 3.1 Bidder shall confirm compliance with the BHEL Standard Quality Plan (PE-QP-999-507-E001A R0) as attached with the specification without any deviations. At contract stage, the successful bidder shall submit the same QP for BHEL/ ultimate customer's approval. In case bidder has reference QP agreed with ultimate customer, same can be submitted for specific project after award of contract for BHEL/ultimate customer's approval. There shall be no commercial implication to BHEL on account of minor changes in QP during contract stage.
- 3.2 All materials shall be procured, manufactured, inspected and tested by vendor/ sub-vendor as per approved Quality Plan.
- 3.3 Type testing, routine / acceptance testing and special testing requirements shall be as per Annexure to QAP. Charges for all these tests for all the equipment & components shall be deemed to be included in the bid price (except UV Radiation & Hydrolytic Stability test).
- 3.4 The charges of UV Radiation test & Hydrolytic Stability test (if applicable) shall be reimbursed extra at actual against original money receipt of Govt. Lab. (CPRI/ ERDA etc).
- 3.5 Cost of cables consumed for testing shall be to bidder's account.

4.0 Packing

- 4.1 Cables shall be supplied in non-returnable drums. Material of cable drums shall be wooden.

4.2 Wooden drums:

For wooden drums, all wooden parts shall be manufactured from seasoned wood treated with copper naphthenates / zinc naphthenates (refer IS: 401) and anti-termite. The surface of the drum and the outer most cable layer shall be covered with water proof cover. Both the ends of the cables shall be properly sealed with heat shrinkable PVC/ rubber caps secured by 'U' nails so as to eliminate ingress of water during transportation, storage and erection. Dimensions of wooden drums shall be as per IS 10418. All ferrous parts shall be treated with suitable rust protective finish or coating to avoid rusting during transit and storage. BIS certification mark shall be stamped on each cable drum.



DOCUMENT TITLE

**TECHNICAL SPECIFICATION FOR HT
XLPE POWER CABLES**

SPECIFICATION NO. PE-RC-999-507-E001

VOLUME II

SECTION II

REVISION 00

DATE: 22.06.2019

SHEET 2 of 2

Steel Drums:

Cables shall be supplied in non-returnable heavy construction steel drums. New or practically new cable drums made of steel and painted with epoxy resin paint are to be used. Cable ends are carefully protected before packing. Polyethylene sheet shall be wrapped over the cables and then sealed properly. For Typical details of Steel drums, Annexure-I to Section-II, may be referred by the bidder. Bidder may modify, to choose appropriate dimensions of steel drums to suite various sizes/weight/ lengths of HT XLPE power cables. BIS certification mark shall be stamped on each cable drum.

- 4.3 Each drum shall carry manufacturer's name, Owner's name, address and contract number, Type of cable & voltage grade, Year of manufacture, Type of insulation / sheath e.g. XLPE /HRPVC FRLS as applicable, No. of core and size of cables, Cable code, Length of cable on drum, IS number, ISI Mark, Approx. gross mass stenciled on both side of the drum, Direction of rotation by arrow. A tag containing same information shall be attached to the leading end of the cable. An arrow and suitable accompanying wording shall be marked on one end of the reel indicating the direction in which it should be rolled.



DOCUMENT TITLE

TECHNICAL SPECIFICATION FOR HT
XLPE POWER CABLES

SPECIFICATION NO. PE-RC- 999-507-E001

VOLUME II

SECTION II


REVISION 00


DATE: 22.06.2019


SHEET -


ANNEXURE-II


QUALITY PLAN


		STANDARD QUALITY PLAN				CUSTOMER :			PROJECT:			SPECIFICATION			
						BIDDER/ :			TITLE			NUMBER :			
		SHEET 1 OF 11				VENDOR			QUALITY PLAN			SPECIFICATION :			
				SYSTEM			ITEM : HT XLPE Power Cables			SECTION			VOLUME III		
SL. NO.	COMPONENT/ OPERATION	CHARACTERISTIC CHECK	CAT.	TYPE/ METHOD OF CHECK	EXTENT OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORM	FORMAT OF RECORD	AGENCY			REMARKS			
									P	W	V				
1	2	3	4	5	6	7	8	9	10			11			
Instructions: 1. Cable manufacturer to maintain records to show co-relation of raw materials to finished cables i.e. raw material batch/ lot no. should be traceable to the final cable drum number or batch 2. Cable manufacturer to maintain all quality records identified as per all QP stages enumerated below whether it is identified for BHEL verification or witness or not.															
1.0	RAW MATERIALS & BOUGHT OUT ITEMS														
1.1	Aluminium Rods (Conductor/ Armour Wire)	GENERAL :													
		1. Physical properties	MA	Physical Tests	Sample/ Batch	IS:7098-II,IS: 5082, IS:5484, IS:8130 & Appd Datasheet	IS:7098-II,IS: 5082, IS:5484, IS:8130 & Appd Datasheet	Inspection Report/ Test Cert.	2/3	-	1/2				
		2. Elec.Properties	MA	Electrical Tests	Sample/ Batch	-do-	-do-	-do-	2/3	-	1/2				
		SPECIFIC CHECKS :													
		a) Make	MA	Verify	100%	Manufacturer approved source	Manufacturer approved source	COC/ Test Cert.	2/3	-	1				
		b) Grade	MA	-do-	-do-	IS 8130, IS 5082/ Approved datasheet	IS 8130, IS 5082/ Approved datasheet	-do-	2/3	-	1				
	c) Resistivity	MA	Electrical Tests	Manufacturer std.	IS 8130, IS 5082	IS 8130, IS 5082	-do-	2/3	-	1					
1.2	XLPE Compound for insulation	GENERAL :													
		1. Physical properties	MA	Physical Tests	Sample/ Batch	IS 7098-II & Mfs Std./ Approved datasheet	IS 7098-II & Mfs Std./ Approved datasheet	Inspection Report/ Test Cert.	2/3	-	1/2				
		2. Elec.Properties	MA	Electrical Tests	Sample/ Batch	-do-	-do-	-do-	2/3	-	1/2				
		SPECIFIC CHECKS :													
		a) Make	MA	Verify	100%	Manufacturer approved source	Manufacturer approved source	COC/ Test Cert.	2/3	-	1				
		b) Type/ Grade	MA	-do-	-do-	Approved datasheet	Approved datasheet	-do-	2/3	-	1				
	c) Shelf life/ Storage condition	MA	-do-	-do-	Compound Manufacturer std.	Compound Manufacturer std.	-do-	2/3	-	1					
BHEL			PARTICULARS			BIDDER/VENDOR									
			NAME												
			SIGNATURE												
			DATE						BIDDER'S/VENDORS COMPANY SEAL						


		STANDARD QUALITY PLAN		CUSTOMER :		PROJECT:			SPECIFICATION			
				BIDDER/ VENDOR :		TITLE			NUMBER :			
		SHEET 2 OF 11		SYSTEM		QUALITY PLAN NUMBER: PE-QP-999-507-E001A, R0			SPECIFICATION : TITLE			
				ITEM : HT XLPE Power Cables			SECTION		VOLUME III			
SL. NO.	COMPONENT/ OPERATION	CHARACTERISTIC CHECK	CAT.	TYPE/ METHOD OF CHECK	EXTENT OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORM	FORMAT OF RECORD	AGENCY			REMARKS
1	2	3	4	5	6	7	8	9	10	11	12	
1.3	Semi Conducting Compound	GENERAL : 1. Physical properties SPECIFIC CHECKS : 1. Make 2. Type/ Grade 3. Shelf life/ Storage condition	MA	Physical Tests	Sample/ Batch	IS 7098-II & Mfs Std./ Approved datasheet	IS 7098-II & Mfs Std./ Approved datasheet	Inspection Report/ Test Cert.	2/3	-	1/2	
			MA	Verify	100%	Manufacturer approved source	Manufacturer approved source	COC/ Test Cert.	2/3	-	1	
			MA	-do-	-do-	Approved datasheet	Approved datasheet	-do-	2/3	-	1	
			MA	-do-	-do-	Compound Manufacturer std.	Compound Manufacturer std.	-do-	2/3	-	1	
1.4	Copper Tape	GENERAL : 1. Physical properties 2. Elec.Properties 3. Dimension SPECIFIC CHECKS : 1. Resistivity	MA	Physical Tests	Sample/ Batch	IS 7098-II, IS 1897, IS 613 & Mfr. Std./ Approved datasheet	IS 7098-II, IS 1897, IS 613 & Mfr. Std./ Approved datasheet	Inspection Report/ Test Cert.	2/3	-	1/2	
			MA	Electrical Tests	Sample/ Batch	-do-	-do-	-do-	2/3	-	1/2	
			MA	Measurement	-do-	-do-	-do-	-do-	2/3	-	2	
			MA	Electrical Tests	Manufacturer std.	IS 613	IS 613	-do-	3/2	-	1	
1.5	Fillers (as applicable)	1. Make 2. Type/ Grade	MA	Verify	100%	Manufacturer approved source	Manufacturer approved source	COC/ Test Cert.	2/3	-	1	
			MA	-do-	-do-	Approved datasheet	Approved datasheet	-do-	2/3	-	1	
											(Fillers material chosen shall be compatible with the temerature rating of the cable and shall have no deleterious effect on any other componenet of the cable)	
1.6	PVC Compound (for sheath)	GENERAL : 1. Physical properties 2. Elec.Properties 3. FRLS Properties (as applicable)	MA	Physical Tests	Sample/ Batch	IS 7098-II, IS 5831& Mfr. Std./ Approved datasheet	IS 7098-II, IS 5831& Mfr. Std./ Approved datasheet	Inspection Report/ Test Cert.	2/3	-	1/2	
			MA	Electrical Tests	Sample/ Batch	-do-	-do-	-do-	2/3	-	1/2	
			CR	Chemical/ Environ.	Sample/ Batch	-do-	-do-	-do-	2/3	-	1/2	
BHEL			PARTICULARS		BIDDER/VENDOR							
			NAME									
			SIGNATURE									
			DATE					BIDDER'S/VENDORS COMPANY SEAL				

		STANDARD QUALITY PLAN				CUSTOMER :			PROJECT: TITLE			SPECIFICATION NUMBER :		
						BIDDER/ : VENDOR			QUALITY PLAN NUMBER: PE-QP-999-507-E001A, R0			SPECIFICATION : TITLE		
		SHEET 3 OF 11				SYSTEM			ITEM : HT XLPE Power Cables			SECTION		VOLUME III
SL. NO.	COMPONENT/ OPERATION	CHARACTERISTIC CHECK	CAT.	TYPE/ METHOD OF CHECK	EXTENT OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORM	FORMAT OF RECORD	AGENCY			REMARKS		
									P	W	V			
1	2	3	4	5	6	7	8	9	10			11		
1.7	Galvanised steel wire/strip for Armour (as applicable)	SPECIFIC CHECKS : a) Make b) Type/ Grade c) Shelf life/ Storage condition GENERAL : 1. Make 2. Dimension 3. Phy.and Elec. Properties 4. Galvanization Quality	MA	Verify	100%	Manufacturer approved source	Manufacturer approved source	COC/ Test Cert.	2/3	-	1	* Sample from each armour size/ Batch / Lot # (If applicable)		
			MA	-do-	-do-	Approved datasheet	Approved datasheet	-do-	2/3	-	1			
			MA	-do-	-do-	Compound Manufacturer std.	Compound Manufacturer std.	-do-	2/3	-	1			
			MA	Verify	Manufacturer std.	Manufacturer approved source	Manufacturer approved source	Inspection Report/ Test Cert.	2/3	-	1			
			MA	Measurement	-do-	IS 7098-II, IS 3975 & Approved datasheet	IS 7098-II, IS 3975 & Approved datasheet	-do-	2/3	-	2			
			MA	Physical & Electrical Tests	Sample*	-do-	-do-	-do-	2/3	-	2			
			MA	Galv.Tests	-do-	IS 3975 & Mfr. Std.	IS 3975 & Mfr. Std.	-do-	2/3	-	2			
1.8	Steel Drum #	1. Dimension	MA	Meas.	Mfr's Plant Std.	Approved drawing of steel drum / BHEL specification	Approved drawing of steel drum / BHEL specification	Inspection Report/ Test Cert.	2/3	-	1			
		2. Surface finish	MA	Visual	-do-	Surface shall be smooth	Surface shall be smooth	-do-	2/3	-	1			
1.9	Wooden Drum	1. physical & constructional check	MA	Visual	Mfr's Plant Std.	IS 10418	IS 10418	Inspection Report/ Test Cert.	2/3	-	1			
		2. Anti-termite treatment	MA	Chem	-do-	Mfr's Plant Std.	Mfr's Plant Std.	COC	2/3	-	1			
BHEL			PARTICULARS			BIDDER/VENDOR								
			NAME											
			SIGNATURE											
			DATE						BIDDER'S/VENDORS COMPANY SEAL					

		STANDARD QUALITY PLAN				CUSTOMER :		PROJECT TITLE		SPECIFICATION : NUMBER :		
						BIDDER/ VENDOR :		QUALITY PLAN NUMBER: PE-QP-999-507-E001A, R0		SPECIFICATION : TITLE		
		SHEET 4 OF 11				SYSTEM		ITEM : HT XLPE Power Cables		SECTION		VOLUME III
SL. NO.	COMPONENT/OPERATION	CHARACTERISTIC CHECK	CAT.	TYPE/ METHOD OF CHECK	EXTENT OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORM	FORMAT OF RECORD	AGENCY			REMARKS
1	2	3	4	5	6	7	8	9	P	W	V	11
2.0	IN PROCESS											
2.1	Wire Drawing	1. Size	MA	Dimensional	Plant Mfg. Std.	IS 8130 & Appd. Datasheet	IS 8130 & Appd. Datasheet	Inpection Report	2	-	1	
		2. Surface finish	MA	Visual	-do-	Surface shall be smooth	Surface shall be smooth	-do-	2	-	1	
		3. % of Elongation	MA	Mechanical	-do-	IS 8130 & Appd. Datasheet	IS 8130 & Appd. Datasheet	-do-	2	-	1	
2.2	Stranding of wires	1. No. of wires	MA	Counting	Plant Mfg. Std.	IS 8130 & Appd. Datasheet	IS 8130 & Appd. Datasheet	Inpection Report	2	-	-	
		2. Resistance	CR	Electrical	-do-	-do-	-do-	-do-	2	-	-	
		3. Sequence, lay length & Direction	MA	Visual, Meas.	One Sample of each size/ lot	Mfrs Std. / Appd. Datasheet	Mfrs Std. / Appd. Datasheet	-do-	2	-	-	
		4. Surface Finish	MA	Visual	100%	Surface shall be smooth	Surface shall be smooth	-do-	2	-	-	
		5. Dimension	MA	Measurement	One Sample of each size/ lot	IS 8130 & Appd. Datasheet	IS 8130 & Appd. Datasheet	-do-	2	-	-	
2.3	Conductor Screening	1. Surface Finish	MA	Visual	100%	Surface shall be smooth	Surface shall be smooth	Inpection Report	2	-	-	
		2. Radial Thickness	CR	Mechanical	One Sample of each size/ lot	IS 7098-II & Appd. Datasheet	IS 7098-II & Appd. Datasheet	-do-	2	-	-	
2.4	Core Insulation (XLPE) (No repair permitted)	1. Surface finish	MA	Visual	100%	Free from bulging, burnt particles, lumps, cuts & scratches	Free from bulging, burnt particles, lumps, cuts & scratches	Inpection Report	2	-	1	
		2. Eccentricity & Ovality #	CR	Measurement	One Sample of each size/ lot	IS 7098-II & Appd. Datasheet	IS 7098-II & Appd. Datasheet	-do-	2	-	1	# To be checked at starting & finished end of extruded length.
		3. Insulation Thickness	CR	Measurement	-do-	-do-	-do-	-do-	2	-	-	
		4. Dia over insulation	MA	Measurement	-do-	-do-	-do-	-do-	2	-	-	
		5. Tensile Strength & % Elongation	MA	Mechanical	100%	-do-	-do-	-do-	2	-	-	
BHEL			PARTICULARS			BIDDER/VENDOR						
			NAME									
			SIGNATURE									
			DATE						BIDDER'S/VENDORS COMPANY SEAL			

		STANDARD QUALITY PLAN		CUSTOMER :		PROJECT			SPECIFICATION :			
				BIDDER/ VENDOR :		TITLE			NUMBER :			
		SHEET 5 OF 11		SYSTEM		QUALITY PLAN NUMBER: PE-QP-999-507-E001A, R0			SPECIFICATION : TITLE			
				ITEM : HT XLPE Power Cables			SECTION			VOLUME III		
SL. NO.	COMPONENT/OPERATION	CHARACTERISTIC CHECK	CAT.	TYPE/ METHOD OF CHECK	EXTENT OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORM	FORMAT OF RECORD	AGENCY			REMARKS
									P	W	V	
1	2	3	4	5	6	7	8	9	10			11
2.5	Insulation Screening	NON METTALIC 1. Surface finish 2. Thickness METALLIC 1. Dimension of tape 2. Overlap of Tape Band 3. Tightness of Tape	MA CR CR MA MA	Visual Measurement Measurement -do- Visual	100% One Sample of each size/ lot One Sample of each size/ lot -do- -do-	Surface shall be smooth IS 7098-II & Appd. Datasheet Mfrs Std. / Appd. datasheet -do- Mfs Std.	Surface shall be smooth IS 7098-II & Appd. Datasheet Mfrs Std. / Appd. datasheet -do- Mfs Std.	Inpection Report -do- Inpection Report -do- -do-	2 2 2 2 2	- - - - -	- - - - -	(Pimple, fish eye, porosity & burnt particles not permitted.)
2.6	Core Laying	1. Dia over laid up core 2. Sequence of lay & direction 3. Lay Length	MA MA MA	Measurement Visual & Meas. Measurement	One Sample of each size/ lot -do- -do-	IS 7098-II & Appd. Datasheet IS 7098-II & Mfr. Std. -do-	IS 7098-II & Appd. Datasheet IS 7098-II & Mfr. Std. -do-	Inpection Report -do- -do-	2 2 2	- - -	- - -	
2.7	InnerSheath Extrusion (as applicable)	1. Surface finish 2. Thickness 3. Dia over inner sheath	MA CR MA	Visual Measurement -do-	100% One Sample of each size/ lot -do-	Surface shall be smooth IS 7098-II & Appd. Datasheet -do-	Surface shall be smooth IS 7098-II & Appd. Datasheet -do-	Inpection Report -do- -do-	2 2 2	- - -	- - -	
2.8	Armour(as applicable)	1. No.of wires/Strips 2. Lay length & Direction 3. Dia over armouring 4. Coverage	MA MA MA MA	Counting Visual & Meas. Measurement Measurement	At the start of the process -do- -do- -do-	IS 7098-II & Appd. Datasheet IS 7098-II & Mfr. Std. IS 7098-II & Appd. Datasheet -do-	IS 7098-II & Appd. Datasheet IS 7098-II & Mfr. Std. IS 7098-II & Appd. Datasheet -do-	Inpection Report -do- -do- -do-	2 2 2 2	- - - -	- - - -	
BHEL			PARTICULARS			BIDDER/VENDOR						
			NAME									
			SIGNATURE									
			DATE						BIDDER'S/VENDORS COMPANY SEAL			

			STANDARD QUALITY PLAN			CUSTOMER :			PROJECT TITLE			SPECIFICATION : NUMBER :		
						BIDDER/ VENDOR			QUALITY PLAN NUMBER: PE-QP-999-507-E001A, R0			SPECIFICATION : TITLE		
			SHEET 6 OF 11			SYSTEM			ITEM : HT XLPE Power Cables			SECTION VOLUME III		
SL. NO.	COMPONENT/OPERATION		CHARACTERISTIC CHECK	CAT.	TYPE/ METHOD OF CHECK	EXTENT OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORM	FORMAT OF RECORD	AGENCY			REMARKS	
										P	W	V		
1	2		3	4	5	6	7	8	9	10			11	
2.9	Outer Sheath Extrusion (No repair permitted)		1. Surface finish 2. Sheath Thickness 3. Dia over outer sheath 4. Embossing/ Sequential Marking	MA CR MA MA	Visual Measurement -do- Visual	100% One Sample of each size/ lot -do- 100%	Surface shall be smooth IS 7098-II & Appd. Datasheet -do- Approved data sheet	Surface shall be smooth IS 7098-II & Appd. Datasheet -do- Approved data sheet	Inspection Report -do- -do- -do-	2 2 2 2	- - - -	- - - -	(Pimple, fish eye, porosity & burnt particles not permitted.)	
3.0	Finished Cable (INTERNAL)		1. Routine Test (Refer Note-F)	CR	Electrical Tests & Measurement	100%	IS 7098-II & Appd. Datasheet	IS 7098-II & Appd. Datasheet	Test Report	2	-	1		
4.0	Final Inspection (EXTERNAL)		1. Finish 2. Length 3. Dimension 4. Armouring - Coverage No.of Wires/Strips	MA MA MA MA	Visual Measurement -do- Visual & Meas.	One drum in each Lot -do- As per IS -do-	IS 7098-II & Appd. Datasheet -do- -do- -do-	Free from Porosity, Bulging, Burnt particles,lumps, cuts & Approved Data Sheet -do- -do-	Test Report -do- -do- -do-	2 2 2 2	1 1 1 1	- - - -		
		BHEL		PARTICULARS			BIDDER/ VENDOR							
				NAME										
				SIGNATURE										
				DATE						BIDDER'S/VENDORS COMPANY SEAL				

			STANDARD QUALITY PLAN			CUSTOMER :			PROJECT TITLE			SPECIFICATION : NUMBER :		
						BIDDER/ VENDOR :			QUALITY PLAN NUMBER: PE-QP-999-507-E001A, R0			SPECIFICATION : TITLE		
SHEET 7 OF 11			SYSTEM			ITEM : HT XLPE Power Cables			SECTION			VOLUME III		
SL. NO.	COMPONENT/OPERATION	CHARACTERISTIC CHECK	CAT.	TYPE/ METHOD OF CHECK	EXTENT OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORM	FORMAT OF RECORD	AGENCY			REMARKS		
									P	W	V			
1	2	3	4	5	6	7	8	9	10			11		
5.0	Packing	5. Marking & Colour Coding 6. Acceptance Tests (Refer Note-F) 7. Type Tests (Refer Note-F) Sealing Identification	MA CR CR MA	Visual Phy, Elect. Tests FRLS Tests Physical & Electrical Tests Visual	As per IS -do- Sample # 100%	-do- -do- -do- As per IS	Approved Data Sheet -do- -do- As per IS	-do- -do- -do- -do-	2 2 2 2	1 1 1 1	- - - -	# Refer Annexure to QAP enclsod		
NOTES:- (A) JOINTS IN WIRE SHALL BE AS PERMITTED BY IS / BHEL SPECIFICATION, VENDOR TO CERTIFY THE SAME. (B) NO REPAIR OF CORE INSULATION PERMITTED (C) RECORD OF RAW MATERIAL, PROCESS & ALL STAGES SHALL BE CERTIFIED BY VENDORS QC. AND ARE LIABLE TO AUDIT CHECK BY PURCHASER. (D) FILLERS/DUMMY CORES ETC. SHALL BE AS PER APPROVED DATA SHEET (E) VENDOR SHALL FURNISH COMPLIANCE CERTIFICATE TO THE INSPECTION AGENCY CONFIRMING THE PACKING AS PER BHEL SPECIFICATION. (F) FOR LIST OF ROUTINE, TYPE & ACCEPTANCE TESTS, REFER ANNEXURE TO QAP ENCLOSED.														
LEGEND : P : PERFORMER W: WITNESSER V: VERIFIER 1- BHEL 2-VENDOR 3- SUB VENDOR CHP: CUSTOMER HOLD POINT WHICH WILL BE DECIDED AT CONTRACT STAGE														
		BHEL				PARTICULARS		BIDDER/ VENDOR						
						NAME								
						SIGNATURE								
						DATE								
												BIDDER'S/VENDORS COMPANY SEAL		

Annexure to Quality Plan

TYPE/ ACCEPTANCE/ ROUTINE TEST REQUIREMENTS

A. Type Test Conduction:

1. Tests for which "T" is indicated in the 'Test Conduction Required As' column below shall be conducted as Type Test.
2. Sampling:
 - a) Type test to be conducted on 1 drum for every 10 drums or less of each type and size of cable/ lot.
 - b) Electrical tests to be conducted on one drum of every size & voltage grade of cables.
 - c) FRLS test & Flammability Test to be conducted on every size & voltage grade of cables. Sampling quantity as per appendix -D of IS 7098-2, D2.2.

B. Acceptance Test Conduction:

1. Tests for which "A" is indicated in the 'Test Conduction Required As' column below shall be conducted as Acceptance tests.
2. Sampling:
 - a) Acceptance tests shall be as per 1 drum for every 10 drums or less of each type and size of cable/ lot.
 - b) FRLS test & Flammability Test to be conducted on every size & voltage grade of cables. Sampling quantity as per appendix -D of IS 7098-2, D2.2.

C. Routine Test Conduction:

1. Tests for which "R" is indicated in the 'Test Conduction Required As' column below shall be conducted as Routine tests.
2. Sampling: Routine tests shall be conducted on 100% cable drums.

S. No.	TEST	APPLICABLE FOR	TEST CONDUCTION REQUIRED AS	REFERENCE STANDARD	REMARKS
1.0	Tests for Conductor				
I.	Annealing test	For copper conductor only	T, A	IS 10810 Pt 1	<i>Internal in process Test Report to be furnished for acceptance test</i>
II.	Tensile test	For aluminium conductor only (Not applicable for compacted circular or shaped conductor)	T, A	IS 10810 Pt 2	
III.	Wrapping test	For aluminium conductor only (Not applicable for compacted circular or shaped conductor)	T, A	IS 10810 Pt 3	
IV.	Resistance test	For Al/Cu	T, A, R	IS 10810 Pt 5	
2.0	Tests for Armour Wires/Strips				
I.	Measurement of dimensions	Applicable for Aluminium wire & GS wire/Strip	T, A	IS 10810 Pt 36	
II.	Tensile test	Applicable for Aluminium wire & GS wire/Strip	T, A	IS 10810 Pt 37	
III.	Elongation at break test	Applicable for GS wire/Strip only	T, A	IS 10810 Pt 37	

Annexure to Quality Plan

S. No.	TEST	APPLICABLE FOR	TEST CONDUCTION REQUIRED AS	REFERENCE STANDARD	REMARKS
IV.	Torsion test	For GS round wire only	T, A	IS 10810 Pt 38	
V.	Winding test	For GS strip only	T, A	IS 10810 Pt 39	
VI.	Resistivity test	Applicable for Aluminium wire & GS wire	T, A	IS 10810 Pt 42	
VII.	Uniformity of Zinc coating test	For G. S. wires/Strip only	T, A	IS 10810 Pt 40	
VIII.	Mass of Zinc coating test	For G. S. wires/Strip only	T, A	IS 10810 Pt 41	
IX.	Wrapping Test	For Aluminium wires only	T, A	IS 10810 Pt 3	
3.0	<u>Physical Tests for XLPE Insulation & PVC sheath</u>				
I.	Test for thickness & Eccentricity	Applicable for XLPE insulation, HRPVC inner sheath & <i>For HRPVC inner/outer sheath only</i>	T, A	IS 10810 Pt 6	
II.	Tensile strength and elongation test at break	Applicable for XLPE insulation & <i>For HRPVC inner/outer sheath only</i>			
(a)	Before ageing		T, A	IS 10810 Pt 7	
(b)	After ageing		T, A	IS 10810 Pt 7	
III.	Ageing in air oven	Applicable for XLPE insulation & <i>For HRPVC inner/outer sheath only</i>	T	IS 10810 Pt 11	
IV.	Loss of mass in air oven test	<i>For HRPVC inner/outer sheath only</i>	T	IS 10810 Pt 10	
V.	Hot deformation test	<i>For HRPVC inner/outer sheath only</i>	T	IS 10810 Pt 15	
VI.	Heat shock test	<i>For HRPVC inner/outer sheath only</i>	T	IS 10810 Pt 14	
VII.	Shrinkage test	For XLPE insulation & <i>For HRPVC inner/outer sheath only</i>	T	IS 10810 Pt 12	
VIII.	Thermal stability test	<i>For HRPVC inner/outer sheath only</i>	T	IS 10810 Pt 60	
IX.	Hot set test	For XLPE insulation only	T, A	IS 10810 Pt 30	
X.	Water absorption (gravimetric) test	For XLPE insulation only	T	IS 10810 Pt 33	
XI.	Degree of cross-linking	For XLPE insulation only	T	IS 7098-II	
4.0	<u>Tests On Extruded Semi-conducting Screen</u>				
I.	Test for Strippability	Applicable for Semi-conducting Strippable screen	T	IS 7098-II	<i>Not applicable since it is bonded type</i>
II.	Volume Resistivity	Applicable for Semi-conducting Strippable screen	T	IS 7098-II	
III.	Test for cross linking		A	IS 7098-II	
5.0	<u>Improved Fire performance (FR-LSH) Tests</u>				

Annexure to Quality Plan

S. No.	TEST	APPLICABLE FOR	TEST CONDUCTION REQUIRED AS	REFERENCE STANDARD	REMARKS
I.	Oxygen index test	<i>For inner/outer sheath only</i>	T, A	IS 10810 Pt 58 / ASTM D 2863	<i>Sample shall be as per IS 7098, Part 2</i>
II.	Smoke density test	<i>For inner/outer sheath only</i>	T, A	ASTM D 2843	
III.	Acid gas generation test	<i>For inner/outer sheath only</i>	T, A	IS 10810 Pt 59 / IEC-754-1	
IV.	Temperature Index Test	<i>For inner/outer sheath only</i>	T, A	IS 10810 Pt 64 / ASTM D 2863	
6.0	Flammability Tests				
I.	Flammability test for bunched cables	For complete cable	T, A	IEC-60332 (Part-3)	
II.	Flammability test for single cable	For complete cable	T, A	IEC:60332 Part-1	
III.	Swedish chimney test	For complete cable	A	SEN SS 424 1475 (Class F3)	
IV.	Flammability test	For complete cable	A	IEEE: 60383	
7.0	Electrical Tests				
I.	High Voltage Test	For complete cable	T, A, R	IS 10810 Pt 45	
II.	Insulation Resistance Test (Volume resistivity method)	For complete cable	T, A	IS 10810 Pt 43	
III.	Partial discharge test (shall be carried out on full drum length)		T, A, R	IS 10810 Pt 46	
IV.	Bending Test followed by Partial Discharge test		T	IS 10810 Pt 50	
V.	Dielectric Power Factor Test (i) As a function of voltage (ii) As a function of temperature		T	IS 10810 Pt 48	
VI.	Heat Cycle Test		T	IS 10810 Pt 49	
VII.	Impulse Withstand Test		T	IS 10810 Pt 47	
VIII.	Thermal ageing test	For complete cable	T	IS 7098-II	
IX.	<i>Flammability Test</i>	<i>For HRPVC sheathed cable</i>	<i>T</i>	<i>IS 10810 Pt 53</i>	
8.0	Anti-rodent and Termite Repulsion test	<i>For HRPVC outer sheath only</i>	A	Refer Note	<u>Test applicable as indicated in Datasheet-A</u>
9.0	Anti-Fungal Test	<i>For HRPVC outer sheath only</i>	A	<u>Self-certification by vendor for anti-fungal property.</u>	
10.0	Special Test				
I.	Hydrolytic Stability	<i>For Complete Cable</i>	A (**)	ASTM D 3137	<u>Test applicable as indicated in Datasheet-A</u>
II.	Ultraviolet Test	<i>For Complete Cable</i>	A (**)	BS EN ISO 4892-2	

**** These tests shall be conducted on one sample for the entire contract and duration of these tests shall be 14 days.**

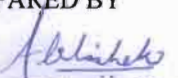
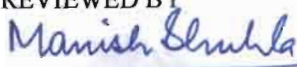
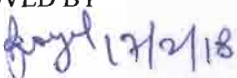
Note: A few chipping of the PVC compound is slowly ignited on a porcelain dish or cubicle in a muffle furnace at about 60-degree C. The resulting ignited ash is boiled with a little ammonium acetate solution (10%). Place a drop of aqueous sodium sulphide solution on a thick filter paper and allow soaking. Touch the spot with a drop of above extract. A black spot indicates the presence of lead, the anti-termite and rodent compound.

	PRE-QUALIFICATION REQUIREMENTS FOR HT XLPE POWER CABLES	PE-PQ-999-507-E011
		REVISION NO. 03 DATE 17/02/2018
		SHEET NO. 1 OF 1

ITEMS : HT XLPE Power Cable	
SCOPE : Supply : YES; Erection & Commissioning : NO;	
1.0	Vendor should be a manufacturer of HT power cables.
2.0	Availability of test reports on HT XLPE FRLS power cables to establish in-house capability to carry out all routine, type & acceptance tests as per relevant IS/ International Standards (except UV radiation & hydrolytic stability test which can be conducted at Govt. Lab/ Govt. approved Independent lab).
3.0	Capacity of manufacturing 40 km of HT XLPE power cables per month.
4.0	Manufactured and supplied at least One (1) Km. FRLS Cables.
5.0	Manufactured and supplied HT XLPE power cable sizes of minimum 240 sq. mm for 3/3.5 core and minimum 630 sq. mm for single core cable.
6.0	Manufactured & supplied at least 50 km of 11kV/6.6kV/3.3kV grade XLPE power cables in one or more orders and at least 15 km in one single order.
7.0	Minimum two (2) nos. purchase orders for HT XLPE Power cables shall be submitted which should not be more than five (5) years old from the date of application for registration or date of techno- commercial bid opening (as applicable) for establishing continuity in business.

Notes (General points):

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

PREPARED BY  ABHISHEK, MANAGER (CONVENOR)	REVIEWED BY  MANISH SHUKLA, DGM 17/02/18 (APPROVER)	APPROVED BY  RAJNISH GOYAL, AGM (DH)
--	---	---

GST related Corrigendum to GCC Rev 06

Clause Ref:	Existing Clause as:	Replaced/ New Clause as:
Clause No.4 of GCTC (General commercial terms and conditions)	<p>TAXES AND DUTIES</p> <p>4.1 EXCISE DUTY</p> <p>4.1.1 Seller/ Contractor is required to ensure that excise duty including cess, if any, is quoted as per the existing tariff on the date of the offer and all benefits as per existing rules have been considered.</p> <p>4.1.2 Excise duty actually incurred by Seller/ Contractor on self-manufactured items alone shall be reimbursed against documentary evidence. Excise duty paid by Purchaser on inputs, bought out items, raw materials and components consigned directly to site from sources other than Seller/ Contractor's factory/ works shall be included by the bidder in the quoted basic price.</p> <p>4.1.3 If excise duty is paid under protest or dispute, it shall not be reimbursed till the dispute is settled. If the Seller/ Contractor claims/ obtains any refund of the excise duty paid, the same shall be refunded to the Purchaser immediately</p> <p>4.1.4 Invoice cum Excise duty gate pass (Excise Invoice) should contain the name of the ultimate consignee as per Order/ Contract/ Special Conditions of Contract.</p> <p>4.1.5 If required by Purchaser, the Seller / Contractor will provide a certificate stating that CENVAT benefit has been availed of on the inputs and the same has been passed on to the Purchaser.</p> <p>4.1.6 Excise duty shall be paid at actuals against documentary evidence but restricted to the amount and percentage indicated in the Order/ Contract.</p> <p>4.2 SALES TAX / VALUE ADDED TAX (VAT)</p> <p>4.2.1 Central Sales Tax / Value Added Tax shall be reimbursed only if the same is paid by the Seller / Contractor to the respective Govt. authorities on direct sales by the Seller/ Contractor to the Purchaser, meeting all statutory requirements and availing all exemptions/ concessions under the respective Central Sales Tax / Value Added Tax Acts. The offer should clearly indicate CST/ VAT percentage and the total</p>	<p>TAXES AND DUTIES</p> <p>4.1 CGST/SGST/UTGST/IGST</p> <p>4.1.1 Seller/ Contractor is required to ensure that CGST/SGST/UTGST/IGST (whichever is applicable) is quoted as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered.</p> <p>4.1.2 It is the responsibility of the seller/contractor to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law (CGST Act/SGST Act/UTGST Act/IGST Act). Vendor to indicate the proper GSTN Registration/ HSN code in their tax invoice.</p> <p>4.1.3 The purchaser is registered in the State of Uttar Pradesh vide following GST registration number: 09AAACB4146P22C</p> <p>4.1.4 Seller/contractor is required to mention the above registration number in their tax invoice unless stated otherwise in NIT/SCC.</p> <p>4.1.5 CGST/SGST/UTGST/IGST shall be paid at actuals against Tax Invoice but restricted to the amount and percentage in the order/contract</p>

GST related Corrigendum to GCC Rev 06

	<p>amount along with concessional form(s), if any.</p> <p>4.2.2 Purchaser is registered in NOIDA, U.P. vide following Registration Numbers: Central Sales Tax Registration No. : ND – 5341151 w.e.f. 01-07-2006 UP Trade Tax Registration No. : ND – 0345307 w.e.f. 01-07-2006 UP TIN No. : 09765702874</p> <p>4.2.3 Central Sales Tax/ Value Added Tax shall be reimbursed, as per tariff applicable, but restricted to the percentage and amount shown in the Order/ Contract. If it is shown as included in the quoted price/ not applicable, it will not be reimbursed by the Purchaser.</p> <p>4.2.4 Purchaser proposes to make sale-in-transit under section 6 (2) (b) of Central Sales Tax Act where goods movement is inter-state. Form-C shall be issued and exchanged against Form-E1/E2 based on quarterly transactions. Seller/Contractor is required to submit his request in the format enclosed at Annexure-VI within 30 days from end of the Quarter, giving State-wise invoice details.</p> <p>4.2.5 VAT invoices, in format prescribed by the respective State Sales Tax Act, have to be submitted in the name of Nodal Agency specified in Special Conditions of Contract.</p> <p>4.3 SERVICE TAX</p> <p>4.3.1 Service Tax paid by the Service Provider /contractor to the Government authorities directly shall only be reimbursed at actuals against documentary evidence, but restricted to the rate and amount mentioned in the order/contract. The offer should clearly indicate the percentage and the total amount of service tax.</p> <p>4.3.2 Service provider/Contractor to ensure their registration for “Intended Service” to be provided, before claiming Service tax under the “intended category”. Decision of BHEL shall be final w.r.t. the “Intended category” in which the service will be falling.</p> <p>4.3.3 If required by the Purchaser, the Service Provider/Contractor will provide a certificate stating that “CENVAT Benefit has been availed of on the input and the</p>	<p>4.2 OTHER TAXES & LEVIES</p> <p>4.2.1 All taxes/duties/Cess other than CGST/SGST/UTGST/IGST shall be deemed to be included in the Ex-Works prices unless specified otherwise by the bidder in the price bid. No variation in other taxes and duties shall be payable by Purchaser.</p> <p>4.3 CUSTOMS DUTY</p>
--	--	---

GST related Corrigendum to GCC Rev 06

	<p>same has been passed on to the purchaser” or “CENVAT Benefit has not been availed of on the inputs”.</p> <p>4.4 OTHER TAXES & LEVIES All taxes and duties other than Excise Duty, Sales Tax/ VAT, Service Tax shall be deemed to be included in the Ex-Works prices unless specified otherwise by the bidder in the price bid. No variation in other taxes and duties shall be payable by Purchaser. However, statutory variation in Octroi will be payable extra against documentary evidence.</p> <p>4.5 CUSTOMS DUTY 4.5.1 Customs Duty element for imported items as per Special Conditions of Contract shall be included in the Ex-Works prices. No variation in customs duty and exchange rate for imported items shall be payable by Purchaser. 4.5.2 Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account. 4.5.3 Essentiality Certificate or Project Authority Certificate (PAC) as per Import Policy, if required to avail concessional customs duty, shall be clearly specified in the offer. Import content (CIF value in rupees) with list of items, quantity, foreign currency, country of origin etc., shall be submitted by the bidder as part of Price bid.</p> <p>4.6 DIRECT TAX 4.6.1 Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/ Contract, as well as tax liability of the Seller/ Contractor and his personnel.</p>	<p>4.3.1 Customs Duty/IGST/Goods and Services compensation cess under Goods and Services Tax (Compensation to States) Act, 2017 element for imported items as per Special Conditions of Contract shall be included in the Ex-Works prices.</p> <p>4.3.2 Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account.</p> <p>4.3.3 Essentiality Certificate or Project Authority Certificate (PAC) as per Import Policy, if required to avail concessional customs duty, shall be clearly specified in the offer. Import content (CIF value in rupees) with list of items, quantity, foreign currency, Country of origin etc., shall be submitted by the bidder as part of Price bid.</p> <p>4.4 DIRECT TAXES 4.4.1 Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/ Contract, as well as tax liability of the Seller/ Contractor and his personnel. 4.4.2 Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions</p>
--	---	--

GST related Corrigendum to GCC Rev 06

	<p>4.6.2 Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions.</p>	
	<p>5.0 STATUTORY VARIATION</p> <p>5.1 If the rates for taxes and duties in respect of the quoted materials and/ or services assumed by the Seller/ Contractor are less than the tariff prevailing at the time of tendering, Seller/ Contractor will be responsible for such under quotations. However, if the rates assumed are higher than the correct rates prevailing at the time of tendering, the difference will be to the credit of the Purchaser.</p> <p>5.2 Statutory Variations in Excise Duty, Service Tax and Central Sales Tax/ Value Added Tax only on self-manufactured items/ services rendered by vendor himself on the rates prevailing at the time of delivery/ completion in comparison to the date of offer, will be to the account of the Purchaser. 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 Purchaser.</p> <p>5.3 Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the 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 Seller/ Contractor alone shall bear the impact for the upward revisions and for downward revisions; purchaser shall be given the benefit of reduction in taxes/ duties. This will be without prejudice to the levy of penalty for delay in delivery/ completion schedule.</p> <p>5.4 Any new tax structure (like Goods & Services Tax) as and when implemented by the Government shall become applicable in addition to or in lieu of existing tax structure.</p>	<p>5.0 STATUTORY VARIATION</p> <p>5.1 Statutory variation for CGST/SGST/UGST/IGST is available provided the actual completion of supply does not occur beyond the period stipulated in the order/contract or any extension (without levy of penalty).</p> <p>5.2 For variation after the agreed completion periods, the seller/contractor alone shall bear the impact for the upwards revisions and adjust the price in their basic price in such a manner that total price with tax matches with the ex-works with taxes of Purchase Order/Contract. For downward revisions, purchaser shall be given the benefit of reduction in CGST/SGST/UGST/IGST. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule.</p> <p>5.4 No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser.</p>

GST related Corrigendum to GCC Rev 06

Clause 8	<p>8.0 TRANSPORTATION & FREIGHT CHARGES</p> <p>8.1 All dispatches shall be through road carriers approved by Purchaser/ Bank, on freight pre-paid basis.</p> <p>8.2 Road permit/ entry permit, if required as per law of the State, shall be arranged by Purchaser.</p> <p>8.3 Freight charges (including Service Tax) shall be payable after delivery of the goods at the project site, on receipt of MRC or receipted LR on pro-rata basis.</p>	<p>8.0 TRANSPORTATION & FREIGHT CHARGES</p> <p>8.1 All dispatches shall be through road carriers approved by Purchaser/ Bank, on freight pre-paid basis.</p> <p>8.2 Road Permit/E-way bill, if required, will be arranged by Supplier.</p>
	<p>9.0 TERMS OF PAYMENT</p> <p>9.1 SUPPLY PACKAGES</p> <p>9.1.1 Ninety percent (90%) of basic price of materials supplied, as per PO, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis.</p> <p>9.1.2 Ten percent (10%) of basic price of materials supplied will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser, on submission of all final documents for the packages as detailed below, duly certified by Engg. Deptt. of purchaser, and submission of Form E1/ E2 against Form-C, if applicable.</p> <p>List of packages with required final documents is as per Annexure-X.</p> <p>9.2 SUPPLY PACKAGES WITH PERFORMANCE GUARANTEE / DEMONSTRATION</p> <p>TEST AT SITE IN VENDOR'S SCOPE</p> <p>9.2.1 Eighty Five percent (85%) of basic price of materials supplied, as per PO / approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis.</p> <p>9.2.2 Ten percent (10%) of basic price of materials supplied will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser and submission of Form E1/ E2 against Form-C, if applicable.</p> <p>9.2.3 Five percent (5%) of the total basic price of materials and PG/ Demonstration test charges shall be released after submission of all final documents as per Technical</p>	<p>9.0 TERMS OF PAYMENT</p> <p>9.1 SUPPLY PACKAGES</p> <p>Payment of basic price of materials supplied alongwith freight and taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 10% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser on submission of all the final documents for the packages as detailed below, duly certified by engineering department of purchaser.</p> <p>List of packages with required final documents is as per Annexure-X.</p> <p>9.2 Supply packages with performance guarantee/demonstration test at site in vendor's scope</p> <p>Payment of basic price of materials supplied, as per PO/ as per approved billing schedule, along with freight and taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rate basis. 15% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis as details below:</p> <p>a) 10% will be released after receipt of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser.</p>

GST related Corrigendum to GCC Rev 06

<p>Specifications and successful completion of the Performance Guarantee (PG)/ Demonstration Test at site. Note: If the Performance Guarantee/ Demonstration Test is not conducted up to 24 months from supply completion for reasons not attributable to the vendor, then last 5% payment will be released against Bank Guarantee of an equivalent amount, valid for 12 months. This bank guarantee will be in addition to Contract Performance Bank Guarantee for 10% of the contract value (excluding taxes, duties and freight).</p> <p>9.3 SUPPLY PAYMENT FOR TURNKEY PACKAGES (E&C IN VENDOR'S SCOPE)</p> <p>9.3.1 Eighty Five percent (85%) of basic price of materials supplied, as per approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. OR i) Five percent (5%) lump sum payment of total basic price (excluding taxes, duties & freight) against approval of design documents and quality plan as certified by Engineering. Design documents and quality plan shall be as defined in the Technical Specifications. ii) Eighty percent (80%) of basic price of materials supplied, as per approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis.</p> <p>9.3.2 Five percent (5%) of basic price of materials supplied along with freight, if applicable, will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser and submission of Form E1/ E2 against Form-C, if applicable. Collection of Material Receipt Certificate from Site/ Owner and its submission for claiming the payment shall be the responsibility of the Seller/ Contractor.</p> <p>9.3.3 Ten percent (10%) of the total basic price shall be released after i) submission of all final documents as per Technical Specifications and ii) successful completion of</p>	<p>b) 5% will be released after submission of final documents as per technical specification and successful completion of the performance guarantee (PG)/ Demonstration test at site.</p> <p>Note: If the Performance Guarantee/ Demonstration Test is not conducted up to 24 months from supply completion for reasons not attributable to the vendor, then 5% security deposit will be released against Bank Guarantee of an equivalent amount, valid for 12 months. This bank guarantee will be in addition to Contract Performance Bank Guarantee for 10% of the contract value (excluding taxes, duties and freight).</p> <p>9.3 SUPPLY PAYMENT FOR TURNKEY PACKAGES (E&C IN VENDOR'S SCOPE)</p> <p>9.3.1 Payment of basic price of materials supplied, as per approved billing schedule, along with freight, taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 15% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis as details below:</p> <p>a) 5% will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser. Collection of Material Receipt Certificate from site/owner and its submission for claiming the payment shall be the responsibility of the Seller/Contractor.</p> <p>b) 10% will be released after i) submission of all final documents as per Technical Specifications and ii) successful completion of Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package, if applicable, as per Order/ Contract</p>
---	---

GST related Corrigendum to GCC Rev 06

	<p>Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package, if applicable, as per Order/ Contract.</p> <p>9.4 ERECTION & COMMISSIONING PAYMENT FOR TURNKEY PACKAGES</p> <p>9.4.1 Eighty percent (80%) payment on pro-rata basis for the work completed, as per approved billing schedule, shall be released by Site authorities/ Region on submission of protocols, duly signed by BHEL Site/ Owner.</p> <p>9.4.2 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful commissioning of the complete system/ package.</p> <p>9.4.3 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful completion of PG/ Demonstration test(s) and handing over system/ package to the Owner, as applicable.</p> <p>9.5 PG TEST, INSTALLATION CHECK, SUPERVISION OF ERECTION / COMMISSIONING CHARGES</p> <p>100% payment shall be released after successful completion of the activity, on Site certification.</p> <p>9.6 Vendors shall submit documents for payment directly to BHEL. Payment will be released within 60 days after receipt of complete documents as per order/ contract (45 days for vendors qualified and registered as Micro or Small as per MSMED Act).</p> <p>To be eligible for payment as Micro and Small category, vendors shall submit annual certification for validation from designated authority under MSMED Act or Chartered Accountant within first quarter of every financial year. .</p> <p><u>Note:</u></p> <ol style="list-style-type: none"> 1) For indigenous suppliers, if the documents are routed through Bank, then all bank charges will be to vendor's account. 2) Foreign bidders can opt for payment (less agency commission, if applicable) through irrevocable and unconfirmed letter of credit. In that case for 	<p>9.4 ERECTION & COMMISSIONING PAYMENT FOR TURNKEY PACKAGES</p> <p>9.4.1 Eighty percent (80%) payment on pro-rata basis for the work completed, as per approved billing schedule, shall be released by Site authorities/ Region on submission of protocols, duly signed by BHEL Site/ Owner.</p> <p>9.4.2 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful commissioning of the complete system/ package.</p> <p>9.4.3 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful completion of PG/ Demonstration test(s) and handing over system/ package to the Owner, as applicable.</p> <p>9.5 PG TEST, INSTALLATION CHECK, SUPERVISION OF ERECTION / COMMISSIONING CHARGES</p> <p>100% payment shall be released after successful completion of the activity, on Site certification.</p> <p>9.6 Vendors shall submit documents for payment directly to BHEL. Payment will be released within 60 days after receipt of complete documents as per order/ contract (45 days for vendors qualified and registered as Micro or Small as per MSMED Act).</p> <p><u>Note:</u></p> <ol style="list-style-type: none"> 1) Vendors are required to issue Tax Invoice inclusive of PVC value (if applicable) wherever indices are available. 2) For indigenous suppliers, if the documents are routed through Bank,
--	---	--

GST related Corrigendum to GCC Rev 06

	<p>evaluation purpose, prices of foreign bidders will be loaded on account of payment through LC, equal to loading specified against 'Payment through Bank' in Annexure-VIII. No loading will be done if foreign vendors agree for 90 days usance LC or submit the documents on collection basis for payment within 90 days of submission of complete documents.</p> <ol style="list-style-type: none"> 3) LC opening/ negotiation/ confirmation charges will be to vendor's account. 4) Form C/ E1/E2 are not applicable for foreign bidders. 5) In extreme case of vendors not agreeing to link 10% payment with submission of Form E1/ E2 against Form-C as above, their prices will be loaded as per Annexure-VIII. 6) Any negative PVC, if not adjusted in earlier payments, will be adjusted at the time of MRC payment. 7) Payment terms for mandatory spares shall be as per clause 9.1. 	<p>then all bank charges will be to vendor's account.</p> <ol style="list-style-type: none"> 3) Foreign bidders can opt for payment (less agency commission, if applicable) through irrevocable and unconfirmed letter of credit. In that case for evaluation purpose, prices of foreign bidders will be loaded on account of payment through LC, equal to loading specified against 'Payment through Bank' in Annexure-VIII. No loading will be done if foreign vendors agree for 90 days usance LC or submit the documents on collection basis for payment within 90 days of submission of complete documents. 4) LC opening/ negotiation/ confirmation charges will be to vendor's account. 5) Payment terms for mandatory spares shall be as per clause 9.1. <p>9.7 The applicable TDS under CGST/SGST/UGST/IGST/ Goods and Services (Compensation to States) Act will be deducted from the payments.</p> <p>9.8 Other clauses</p> <ol style="list-style-type: none"> 1. Vendor/Supplier will intimate & upload the Tax invoice along with LR/RR(as applicable) on web portal & intimate BHEL immediately on removal of goods from vendor/supplier works. In case of Services, Vendor is required to upload the Tax invoice on Web Portal immediately after raising the invoice. BHEL will issue the delivery order/instruction to dispatch the material to the customer as indicated in SCC. 2. All payments against Tax Invoice to vendors/contractors shall be released only after:
--	---	--

GST related Corrigendum to GCC Rev 06

		<p>a) Vendor/contractor declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act.</p> <p>b) The tax component charged by the vendor in the invoice should be matched with the details uploaded by vendor in GSTR-1.</p> <p>c) Confirmation of payment of GST thereon by vendor on GSTN portal</p> <p>3. In case, any GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the vendor/contractor along with interest levied/leviable on BHEL.</p> <p>4. Wherein GST liability arises on BHEL under reverse charge, any interest levied/leviable due to any reasons not attributable to BHEL shall be recovered from the vendor/contractor.</p>
Clause 9	<p>9.7 DOCUMENTS TO BE SUBMITTED BY VENDOR</p> <p>9.7.1 For Recognition of Dispatch Copy of the following documents by e-mail/ fax immediately on despatch:</p> <p>a. Invoice</p> <p>b. LR along with Delivery Order</p> <p>c. Packing List</p> <p>d. Insurance Intimation</p> <p>e. Dispatch Clearance</p> <p>9.7.2 For Claiming Payments (under clause 9.1.1, 9.2.1, 9.3.1):</p> <p>a. Invoice – original+1 copy</p> <p>b. Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original/ copy</p>	<p>9.7 All same</p> <p>a. to be replaced with “GST compliant invoice” in 9.7.1, 9.7.2, 9.7.3</p> <p>Modification in the clause Duty drawback documents “As per applicable law” (original+1 copy.)</p>

GST related Corrigendum to GCC Rev 06

	<p>c. Delivery order- 2 copies</p> <p>d. Packing List - clearly showing number of packages, gross weight and net weight. - original+1 copy</p> <p>e. MDCC from BHEL/ Customer – as per SCC – 2 copies</p> <p>f. Guarantee Certificate – Original + 1 copy</p> <p>g. Insurance Intimation - 2 copies</p> <p>CQIR / Inspection Reports – Original+1 copy</p> <p>i. PVC Calculation and copy of all applicable indices, if PVC applicable. – 2 copies</p> <p>j. Duty drawback documents (original excise invoice, original disclaimer certificate, original certificate from excise authority for payment of excise duty), if applicable. – original + 1copy</p> <p>9.7.3 For Claiming Freight Payment</p> <p>a. Invoice – Original + 1 copy</p> <p>b. Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original/ copy</p> <p>c. Transporter’s document indicating the freight amount. Original money receipt to be submitted if required as per SCC.</p> <p>9.7.4 For Claiming MRC Payment</p> <p>a. Invoice – Original + 1 copy</p> <p>b. Copy of MRC</p> <p>9.7.5 For Claiming Payment for Services involving Service Tax</p> <p>a. Invoice as per rule 4A of Service Tax Act – Original + 1 copy</p> <p>b. Copy of Service Tax registration certificate</p> <p>c. Copy of challan for Service Tax payment</p>	
Clause 3.0 Instruction to bidders	<p>Total erection & commissioning charges including service tax should be minimum 20% (or as specified in NIT) of the total quoted package price (excluding mandatory spares but including all taxes and freight), failing which the break-up of prices shall be adjusted accordingly for ordering.</p>	<p>Total erection & commissioning charges including applicable tax but excluding freight along with GST should be minimum 20% (or as specified in NIT) of the total quoted package price (excluding mandatory spares but including all taxes and freight), failing which the break-up of prices shall be adjusted accordingly for ordering.</p>

GST related Corrigendum to GCC Rev 06

Clause 16.0 Instruction to bidder	For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII will apply.	For deviations w.r.t. Payment terms, Liquidated damages, Firm prices before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII will apply.
Clause 16.0 of GCTC	<p>Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the total contract price per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/ Contract.</p> <p>For Turnkey packages (Supply and E&C in vendor's scope), Liquidated Damages shall be levied on the total contract value of both Supply and E&C orders (excluding taxes, duties and freight) if E&C completion of the package is delayed beyond the contractual completion date or extension thereof. Liquidated Damages will not be withheld from supply payment.</p> <p>LR/ GR/ RR date for indigenous supplies and AWB/ BL date for FOB contracts shall be treated as the date of dispatch for levying LD as per Clause 16.</p> <p>However, for indigenous supply if receipted LR date is beyond three months from the date of LR, such excess period shall also be considered for LD purpose.</p> <p>2. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s)</p>	<p>Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent plus applicable GST of the total contract price per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/ Contract.</p> <p>For Turnkey packages (Supply and E&C in vendor's scope), Liquidated Damages shall be levied on the total contract value of both Supply and E&C orders (excluding taxes, duties and freight) if E&C completion of the package is delayed beyond the contractual completion date or extension thereof. Liquidated Damages will not be withheld from supply payment.</p> <p>LR/ GR/ RR/ eway bill date for indigenous supplies and AWB/ BL date for C&F contracts shall be treated as the date of dispatch for levying LD as per Clause 16.</p> <p>However, for indigenous supply if receipted LR/eway bill date is beyond three months from the date of LR/e-way bill, such excess period shall also be considered for LD purpose.</p> <p>2. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s)</p>

GST related Corrigendum to GCC Rev 06

Deviation sheet- Cost of Withdrawal	Point no-9 For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.	For deviations w.r.t. Payment terms, Liquidated damages, Firm prices before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
Annexure-VI		Deleted
Annexure-VIII		Following changes in annexure-8, (remaining portion of annex-8 is same): C) LIQUIDATED DAMAGES If maximum limit asked for is 10% or 5% of Undelivered Portion – 10% value of the total quoted price including GST & freight. If maximum limit asked is less than 10 % of contract value loading shall be to the extent to which not agreed by bidder (at offered value) . E) DEVIATION TO SUBMISSION OF FORM E1/ E2 BEFORE CLAIMING 10% PAYMENT 10% of Ex-Works supply value.
New clauses:		
a) In case of discrepancy in CGST/SGST/UTGST/IGST rate corresponding to HSN ;code and quotes rates, the evaluation shall be done on quoted price and correct CGST/SGST/UTGST/IGST rate shall be considered for ordering (limited to quoted FOR Site Price) b) The bidder should have been registered with the appropriate authority under relevant GST laws. c) The bidder to specify in their offer (part 1 bid) the category of registration under GST i.e. registered dealer and composite dealer d) No CGST/SGST/UTGST/IGST will be reimbursed to composite dealer. In the event of any GST quoted by composite dealer, the same shall be considered for evaluation purpose. However, the ordering will be done without considering the tax. e) In the event of any change in the status of vendor from composite to regular dealer after the submission of the bid but before the supply, no reimbursement of CGST/SGST/UTGST/IGST will be made. However, the vendor has to raise the invoice strictly, as per the law, by adjusting their ex-works price.		



PRE - QUALIFYING REQUIREMENTS

ENQUIRY NO:

PROJECT:

RATE CONTRACT

PACKAGE:

HT XLPE CABLES

CRITERIA FOR EVALUATION - FINANCIAL :

Average annual financial turnover during the last Three Financial Years should not be less than
Rupees Eleven Crore Forty Four Lakh(s) Only

Amount (in Rs.)
Rs.11,44,00,000.00

Notes:-

a) The bidder has to submit financial accounts (audited, if applicable comprising of Audit report, Balance Sheet, Profit & Loss A/c Statement and Notes/Schedules pertaining to Turnover/Sales/Revenue), for last three years (or from the date of incorporation, whichever is less) as on tender due date to review the above criteria. In case the incorporation of vendor is less than 3 years, average annual financial turnover shall be calculated based on available information as below:-

i) If the accounts are available for ≤ 1 Financial Year, the Average Annual Turnover shall be calculated based on available information divided by 1 (One).

ii) If the accounts are available for >1 but ≤ 2 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 2 (Two).

iii) If the accounts are available for >2 but ≤ 3 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 3 (Three).

b) Foreign bidder is to submit a latest report from reputed third party business rating agency like Dun & Bradstreet, Credit reform etc. in addition to the documents mentioned at point (a) above for review of above criteria.

c) Other Income shall not be considered for arriving at Annual Turnover/Sales. For evaluation purpose, Turnover figure excluding taxes shall be considered.

d) For evaluation of foreign bidder, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered.

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything to the contrary contained hereinabove:

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

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

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

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

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.
2. In Case of Bank Guarantees submitted by Foreign Vendors-
 - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
 - b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

ANNEXURE-C

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To,

M/s. (Stakeholder's name)

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

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

Sir,

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

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

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

Yours faithfully,

Representative of BHEL

**FORMAT FOR GIVING CONSENT BY
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION
THROUGH IEC**

To,

BHEL

.....

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

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

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

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

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

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

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor

Name, with designation

Date

**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO
THE IEC BY BOTH THE PARTIES**

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

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

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

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