

<b>PROJECT:</b>	<b>PGCIL KHAVDA</b>
<b>ITEM:</b>	<b>SUPPLY OF MK JB</b>
<b>Subject:</b>	<b>Bid specific Additional Terms and Conditions (ATC)</b>

<b>1.</b>	For any <b>technical clarification</b> , please contact Mr. Puneet Chawla, Dy. Manager (TBEM). Contact No. 0120 0674 8499; e-mail: <a href="mailto:puneet.chawla@bhel.in">puneet.chawla@bhel.in</a>
<b>2.</b>	For any <b>commercial clarification</b> , please contact Ms. Sumana Das, Manager (TBMM). Contact No. 0120-674 8469; e-mail: <a href="mailto:sumana@bhel.in">sumana@bhel.in</a>
<b>3.</b>	<b>Terms of Payment:</b>
For Supply is in scope of the supplier <b>(Payment towards supply of MK-JB)</b>	<b>[A] Payment for Main Supply –JB</b> i) 100% of payment along with 100% GST & F&I within 90 days (45 days for MSE, 60 Days For Medium Enterprises) from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows: <ul style="list-style-type: none"> <li>• LR / GR duly endorsed by BHEL Site Official.</li> <li>• MRC/ CRAC (consignee receipt-cum-acceptance certificate)</li> <li>• GST Compliant Tax Invoice</li> <li>• Packing List (Case-wise)</li> <li>• Copy of Transit Insurance Certificate from underwriters.</li> <li>• Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management</li> <li>• Guarantee Certificate</li> </ul>
<b>4.</b>	<b>Term of Delivery:</b>
	As per GeM.
<b>5.</b>	<b>Delivery Time:</b>
	Delivery time is as below: Vendor to dispatch the material as per delivery plan mentioned in ACTIVITY SCHEDULE to meet the project requirement. <b>a. Supply: Within 20 Weeks (140 days) from the date of PO/input by BHEL as per Activity schedule (Annexure-B).</b> <b>Note:</b> Early delivery is acceptable.  In case, BHEL's delivery requirement is not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in line with BHEL's delivery requirement. However, if vendor fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such vendor(s).
<b>6.</b>	<b>Prices:</b>
	The quoted prices shall be on <b>Firm basis</b> . Price to be quoted as inclusive of GST. i.e. Ex-Works (Main Supply + F&I + GST) on FOR destination basis.
<b>7.</b>	<b>Liquidated Damage of delayed Delivery:</b>
	As per GeM terms and conditions.
<b>8.</b>	<b>Item &amp; BOQ:</b>
	<b>Item:</b> SUPPLY OF MK JB <b>BOQ:</b> As per Technical specification <b>TB-421-510-004 Rev0.</b>
<b>9.</b>	<b>Technical Specification:</b>
	Scope of supply as per Technical specification no. <b>TB-421-510-004 Rev0</b>
<b>10.</b>	<b>Pre-Qualification Requirement:</b>
	Technical Pre-Qualifying Criteria is specified in Technical specification (Annexure-TQR).
<b>11.</b>	<b>MQP (Manufacturing Quality Plan):</b>
	Inspection shall be carried out by BHEL & Customer (End User) as per approved Quality Plan. For the same, Supplier to submit Quality Plan to BHEL for Customer approval.
<b>12.</b>	<b>Inspection:</b>

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Inspection shall be carried out by BHEL & Customer (End User) as per approved Quality Plan.	
<b>13.</b>	<b>Guarantee Clause (Defect Liability Period):</b>
<p>The contractor shall guarantee that the equipment being supplied under this contract shall be new and of first quality workmanship and equipment / material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design &amp; engineering, material, workmanship &amp; manufacture and in full conformity with the Purchase Order / Contract, Technical Specifications &amp; approved drawings / data sheets, if any, for 18 calendar months from the date of last delivery or Twelve (12) months from the date of Taking Over/Completion of Facilities, whichever is later. Taking Over/Completion of Facilities date is 27 Dec 2024.</p> <p>The defective equipment / material / component shall be replaced free of cost at site. Freight &amp; Insurance during transit shall also be in the scope of the supplier / contractor. Any expenditure for dismantling and re-erection of the replaced equipment / material / component shall be to supplier's / contractor's account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days from the date of reporting the defect / rejection etc.</p> <p>In the event of the supplier / contractor failing to replace the defective equipment / material / component within the time period mentioned above, BHEL may proceed to undertake the replacement of such defective equipment / material / component at the risk and cost of the supplier / contractor without prejudice to any other rights under the contract and recover the same from PBG / other dues of this Purchase Order / Contract or any other Purchase Order / Contract executed by the supplier / contractor.</p>	
<b>14.</b>	<b>Destination / Delivery Location:</b>
Shall be furnished later.	
<b>15.</b>	<b>Bill to Address for Supply:</b>
Shall be furnished later.	
<b>16.</b>	<b>Performance Bank Guarantee:</b>
Not Applicable.	
<b>17.</b>	Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.
<b>18.</b>	<b>Acceptance of Offer:</b>
<p>Acceptance of offer is subjected to following:</p> <ul style="list-style-type: none"> <li>i) Approval of vendor by end customer.</li> <li>ii) Qualification of Technical PQR.</li> <li>iii) Techno-Commercial evaluation by BHEL.</li> </ul> <p>Bidder's offer will be acceptable subject to final acceptance of vendor by ultimate customer as approved supplier.</p> <p>The bidders who are not PGCIL approved supplier or not included in POWERGRID compendium, bidder shall submit necessary credentials/documents as per Annexure-II for onward submission to customer for approval.</p>	
<b>19.</b>	<b>Make in India:</b>
<p>For this procurement, the local content to categorize a supplier as Class-I local supplier / class-II local supplier / Non-Local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020, issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT.</p>	

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"Bidder to specify the percentage of local content as per the format of self-declaration for local content" as per Annexure-V."	
<b>20.</b>	<b>Details of Bidder:</b>
Bidder to submit the details as per format as per Annexure-D.	
<b>21.</b>	<b>Reverse Auction:</b>
Bid to RA through GeM as per GeM T&C.	
<b>22.</b>	<b>Deviations:</b>
a) Technical Deviation: No Technical Deviation is envisaged. b) Commercial Deviation: No Commercial Deviation is envisaged.	
<b>23.</b>	<b>Compliances:</b>
1. Bidder to comply the below clause and submit the certification in their letter head. Non-compliance/ Non-submission of certification will lead to rejection of Offer. i. Compliance to GOI Order for restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017 (enclosed in Annexure-II) ii. MOP circular dated 02-07-2020 (Annexure-III) iii. Make in India Format as Annexure-IV	
<b>24.</b>	All other terms & conditions shall be as per GTC of GeM

Signature & Seal of  
Supplier  
Date

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## ANNEXURE-II

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**Assessment report from Contractor for proposed sub-vendor along with following enclosures (to the extent available):**

1. Registration / License of the works
2. Organization chart with name and qualification of key persons
3. List of Plant and Machinery.
4. List of testing equipment with their calibration status.
5. List of Raw material, bought out items with sourcing details
6. List of out-sourced services with sourcing details.
7. List of supply in last three years.
8. Third party approval, if any (viz. ISO, BIS),
9. Pollution clearance wherever applicable
10. Energy Conservation & Efficiency report  
(Applicable to industries having contract load more than 100 KVA)
11. Formats for RM, in process and acceptance testing
12. Type test approvals conducted in last 5 years, if applicable
13. Performance Certificates from customers
14. Photographs of factory, plant and machinery & testing facilities

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**MANUFACTURING QUALITY PLAN**

Annexure- III  
Page 1 of 2

<b>Manufacturers Details (Name, Works Address etc.)</b>	<b>Customer</b> <b>POWERGRID</b>	<b>Vendor's Code:</b>	<b>Item:</b>	<b>Q.P. No.</b> <b>Rev. No.</b> <b>Date:</b>	<b>Valid From:</b> <b>Valid Upto:</b>
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Sr. No.	Components / Operations & Description of Test	Type of check	Quantum of Check / Sampling with basis	Reference document for Testing	Acceptance Norms	Format of Record	Applicable Codes						Remarks
							1	2	3	4	5	6	

<b>A. Section: RAW MATERIAL INSPECTION</b>													
<b>B. Section : IN PROCESS INSPECTION</b>													
<b>C. Section: FINAL TESTING</b>													
<b>D. Section: PACKING &amp; DISPATCH</b>													

*3/1/20*

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**MANUFACTURING QUALITY PLAN**

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		<b>Customer</b> POWERGRID	<b>Vendor's Code:</b>	<b>Item:</b>	<b>Q.P. No.</b>  <b>Rev. No.</b> <b>Date:</b>	<b>Valid From:</b>  <b>Valid Upto:</b>
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<p><b>Code 1</b> Indicates place where testing is planned to be performed i.e. Inspection location</p> <p>A At Equipment Manufacturer's works</p> <p>B At Component Manufacturer's works</p> <p>C At Authorised Distributor's place</p> <p>D At Independent Lab</p> <p>E At Turn Key Contractor's location</p> <p>F Not specified</p>	<p><b>Code 2</b> Indicates who has to perform the tests i.e. Testing Agency</p> <p>J The Equipment Manufacturer</p> <p>K The Component Manufacturer</p> <p>L The Third Party</p> <p>M The Turnkey Contractor</p>
<p><b>Code 3</b> Indicates who shall witness the tests i.e. Witnessing Agency</p> <p>P Component Manufacturer itself</p> <p>Q Component Manufacturer and Equipment Manufacturer</p> <p>R Component Manufacturer, Equipment Manufacturer and Contractor</p> <p>S Equipment Manufacturer itself</p> <p>T Equipment Manufacturer and Contractor</p> <p>U Equipment Manufacturer, Contractor and POWERGRID</p> <p>V Third Party itself</p>	<p><b>Code 4</b> Review of Test Reports/Certificates</p> <p>W By Equipment manufacturer during raw material/bought out component inspection.</p> <p>X By Contractor during product/process inspection</p> <p>Y By POWERGRID during product/process inspection</p> <p>Z By Contractor and/or POWERGRID during product/process inspection</p>
<p><b>Code 5</b> Whether specific approval of sub-vendor / Component make is envisaged?</p> <p>E Envisaged</p> <p>Not Envisaged</p>	<p><b>Code 6</b> Whether test records required to be submitted after final inspection for issuance of CIP/MICC</p> <p>Y Yes</p> <p>N No</p>

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## Annexure-B

### ACTIVITY SCHEDULE

<b>SN</b>	<b>ACTIVITY</b>	<b>ACTIVITY TIME [ in weeks ]</b>	<b>REMARKS</b>
	PO / Input receipt from BHEL	0	
1.	Submission of Documents (after complete inputs given by BHEL) necessary for getting manufacturing clearance like Drawings, Data sheet MQP etc.	2	SUPPLIER SCOPE
2.	Approval of documents/Manufacturing Clearance from BHEL	2	BHEL SCOPE
3.	Manufacturing time after drawings docs approval & Manufacturing Clearance with Inspection Call	10	SUPPLIER SCOPE
4.	BHEL/Customer Inspection & Dispatch Clearance	2	BHEL SCOPE
5.	Dispatch	2	SUPPLIER SCOPE
6.	Receipt at Site	2	SUPPLIER SCOPE

1. Inspection call to be issued 1 week in advance.
2. Supplier must ensure the completeness and correctness of the requisite documents before submission for approval. Delay in approval on account of incomplete / inadequate information shall be the responsibility of supplier.
3. Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained.
4. Vendor to ensure resubmission of drawings / documents within 1 Week from the date of comment given by BHEL. Any delay in resubmissions w.r.t 1 Week shall be reduced from Activity No.3 as above.
5. Count of resubmissions shall be certified by TBEM and same shall be compensated in schedule by adding certified time or number for resubmissions.
4. Qty to be offered for inspection should be in accordance with Delivery-schedule. BHEL reserves the right not to entertain multiple inspection calls for a Delivery – lot and delay on this account shall be the responsibility of Supplier.

Signature & Seal of Supplier

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Date:

### ANNEXURE-D

#### CONTACT DETAILS OF BIDDER

<b>Works Address-</b>	
<b>Communication Address-</b>	
<b>Details of contact person for clarification regarding bid:</b>	
Contact Person Name:	
Designation:	
Email Id.:	
Mobile No.:	
Landline No.:	

Signature & Seal of Supplier

Date:

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**Annexure-II**

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

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

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

**Bidder's authorized signatory with stamp & seal**

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Annexure-III

**Vendor Compliance format in bidder letter head**

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

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

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

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

**Bidder's authorized signatory**  
**with stamp & seal**

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**Annexure-V**

<b>Item/Package Name :</b>	<b>SUPPLY OF MK JB</b>
<b>Enquiry No.:</b>	
<b>Project:</b>	<b>OPTCL ERSAMA</b>
<b>Type of project</b>	
<b>Percentage of Local Content</b>	<b>(Bidder to enter the applicable % of local content)</b>

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

**Date:.....**

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

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

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

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

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

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

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

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

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

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

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

<Insert Name, Designation and Contact No.>

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**SCHEDULE OF COMMERCIAL DEVIATION**

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

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

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

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

**Note :** 1. Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

2. Deviation mentioned in this schedule shall only be considered.

**This Format is to be submitted in original duly signed by bidder.  
Reproduction of the same in any sort is not acceptable.**

Place: .....

Date : .....

Signature of the authorised representative of

Bidder's name :.....

Designation:.....

Company Seal:.....

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**SCHEDULE OF TECHNICAL DEVIATION**

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

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

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

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

**Note : 1.** Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

2. Deviation mentioned in this schedule shall only be considered.

**This Format is to be submitted in original duly signed by bidder.  
Reproduction of the same in any sort is not acceptable.**

Place: .....

Date : .....

Signature of the authorised representative of

Bidder's name :.....

Designation:.....

Vendor to furnish "Quoted/Not Quoted" and GST % in unpriced bid. **If Bidder mention "Not quoted" and found applicable at later stage during detailed engineering, it means bidder shall supply the item free of cost to BHEL.**

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**UNPRICED BID**

<b>Item No.</b>	<b>Item Description</b>	<b>Item Quantity</b>	<b>Unit of Measure</b>	<b>Unit Price (Inclusive of F&amp;I &amp; GST)</b>	<b>GST % Applicable</b>
1	SUPPLY- IP55 JUNCTION BOX WITH DISCONNECTING TYPE 75 TBS	03	NO.	Mention as "Quoted"	Mention GST %