

<b>PROJECT</b>	<b>NTPC NORTH KARANPURA</b>
<b>ITEM</b>	<b>SUPPLY OF ISOLATOR (PARTS)</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

	<p><b>THIS IS A SINGLE TENDER ENQUIRY. OFFER IS INVITED ONLY FROM THE BIDDER TO WHOM ENQUIRY HAS BEEN ADDRESSED SEPERATELY THROUGH EMAIL.</b></p> <p><b>UNSOLICITED OFFER AGAINST THIS ENQUIRY SHALL BE REJECTED.</b></p>
<b>1.</b>	<p><b>BHEL Contact (Technical):</b></p> <p>For any <b>technical clarification</b>, please contact Mr. Baidyanath Yadav, Sr. Engineer (TBEM). Contact No. 0120-674-8510; e-mail: <a href="mailto:byadav@bhel.in">byadav@bhel.in</a></p>
<b>2.</b>	<p><b>BHEL Contact (Commercial):</b></p> <p>For any <b>commercial clarification</b>, please contact Mr. Deep Shekhar Dewangan, Dy. Manager (TBMM). Contact No. 0120-674-8540; e-mail: <a href="mailto:dsdewangan@bhel.in">dsdewangan@bhel.in</a></p>
<b>3.</b>	<p><b>Terms of Payment:</b></p> <p><b>[A] Payment for Supply</b></p> <p>i) 100% of payment along with 100% GST &amp; F&amp;I shall be made within 45 days for MSE (Micro &amp; Small Enterprises) / within 60 days for Medium Enterprises / within 90 days for non MSME suppliers from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:</p> <ul style="list-style-type: none"> <li>• LR / GR duly endorsed by BHEL Site Official.</li> <li>• CRAC (consignee receipt-cum-acceptance certificate) / MRC</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>	<p><b>Terms of Delivery:</b></p> <p>Ex-Works basis including P&amp;F (Packing &amp; Forwarding). F&amp;I (Freight &amp; Insurance) up to site is in the scope of bidder.</p> <p>LR / GR date or invoice date (whichever is later) shall be considered as delivery date.</p>
<b>5.</b>	<p><b>Delivery Requirement:</b></p> <p>Within 10 Weeks (70 days) from the date of PO/input by BHEL as per Activity schedule (Annexure-II).</p>
<b>6.</b>	<p><b>Prices:</b></p> <p>The quoted prices shall be on <b>Firm basis</b>. Price to be quoted as inclusive of GST, i.e., Ex-works including Packing &amp; Forwarding Charges + F&amp;I + GST.</p> <p><b>Note:</b> Unloading, storage at site and shifting of material from storage to erection site shall be under BHEL scope. Bidder to quote prices accordingly.</p>
<b>7.</b>	<p><b>Reverse Auction:</b></p> <p>Not applicable</p>
<b>8.</b>	<p><b>Liquidated Damage for delayed Delivery:</b></p> <p>If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not</p>

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	exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.
<b>9.</b>	<b>Specification:</b>
	As per attached drawings and technical specification of PO no. 155P162 dtd 09.11.2015
<b>10.</b>	<b>Technical Pre-Qualification Requirement:</b>
	Not applicable
<b>11.</b>	<b>Manufacturing Quality Plan (MQP):</b>
	Inspection shall be carried out as per Customer's approved Quality Plan. For the same, Bidder(s) to submit QAP at contract stage for BHEL/end customer approval.
<b>12.</b>	<b>Destination/ Delivery Location:</b>
	<b>BHEL C/o General Manager, NTPC, North Karanpura Super Thermal Power Project (3x660MW) PO- Tandwa, Dist- Chatra, Jharkhand, Pin- 825321</b>
<b>13.</b>	<b>Guarantee Clause:</b>
	<p>The equipment/ material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design &amp; engineering, material, workmanship &amp; manufacture and in full conformity with the Purchase Order/ Contract, Technical Specifications &amp; approved drawings/ data sheets, if any, <b>18 months from</b> the date of delivery of material at site.</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>If the supplier/ contractor fails to replace the defective equipment/ material/ component within the time period mentioned above, the same shall be considered as breach of the contract and BHEL may proceed as per provision mentioned in this NIT without prejudice to any other rights under the contract.</p>
<b>14.</b>	<b>Bid Security / Earnest Money Deposit (EMD) - Nil</b>
<b>15.</b>	<b>Performance Security- Nil</b>
<b>16.</b>	<b>Acceptance of Offer:</b>
	<p>Bidder's offer will be considered for evaluation based on Technical and other commercial documents submitted along with bid.</p> <p>Bidder's offer will be acceptable subject to final acceptance of vendor by ultimate customer as approved supplier.</p>
<b>17.</b>	<b>Make in India:</b>
	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 Dtd. 04.06.2020, issued by DPIIT. In case of

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	<p>subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT.</p> <p>“Bidder to specify the percentage of local content as per the format of self-declaration for local content” as per <b>Annexure-V</b>.</p> <p>“This tender is not a global tender and only Class-I suppliers as defined under the DPIIT Order No. P-45021/2/2017-PP (BE-II) Dtd. 04.06.2020 and subsequent orders are eligible to bid in this tender. <b>Bids received from Class II &amp; Non-local supplier shall be rejected.</b>”</p>
<b>18.</b>	<b>Compliance to GOI order for restrictions under Rule 144 (xi) of General Financial Rules (GFRS), 2017 (Annexure-XI):</b>
	Refer clause at <b>Annexure-XI</b> and Certification at <b>Annexure-XII/ Annexure-XIII</b> (whichever is applicable) regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017. Bidder to comply the clause and submit the certification. Non-compliance/ Non-submission of certification will lead to rejection of Offer.
<b>19.</b>	<b>MoP Circular (Annexure-XIV):</b>
	Bidder to comply the MOP circular dated 02-07-2020 ( <b>Annexure-XIV</b> ) and its subsequent amendment, if any, in prescribed format ( <b>Annexure-XV</b> ). Non-compliance/ Non-submission will lead to rejection of Offer ( <b>Not Applicable for cases where local content is 100%</b> ).
<b>20.</b>	<b>Variation in Contract Value and Quantities:</b>
	Not applicable
<b>21.</b>	<b>Unpriced Bid:</b>
	Vendor to furnish unpriced bid mentioning “Quoted” against each BOQ line item and % of GST quoted in tender as per <b>Annexure-III</b> .
<b>22.</b>	<b>Details of Bidder:</b>
	Bidder to submit their complete contact information details as per <b>Annexure-IV</b> .
<b>23.</b>	<b>Evaluation Criteria:</b>
	Evaluation shall be done on total cost to BHEL basis.
<b>24.</b>	<b>Deviations:</b>
	<p>a) Technical Deviation: No Technical Deviation is envisaged.</p> <p>b) Commercial Deviation: No Commercial Deviation is envisaged.</p>
<b>25.</b>	<b>Breach of contract, remedies and termination</b>
	<p><b>(A) Breach of contract and Termination:</b></p> <p>Following conditions shall be considered as breach of contract:</p> <p>a) Non-supply of material/ non-completion of work by the vendor within scheduled delivery/ completion period as per contract or as extended from time to time.</p> <p>b) The vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.</p>

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	<p>c) The vendor delivers equipment/ material not of the contracted quality.</p> <p>d) The vendor fails to replace the defective equipment/ material/ component as per guarantee clause.</p> <p>e) Withdrawal from or abandonment of the work by the vendor before completion as per contract.</p> <p>f) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</p> <p>g) Non-compliance to any contractual condition or any other default attributable to Contractor/ Vendor.</p> <p>h) Termination of Contract on account of any other reason(s) attributable to Vendor.</p> <p>In case of breach of contract, BHEL reserve the right to terminate the Purchase Order/ Contract either in whole or in part thereof without compensation to the vendor.</p> <p><b>(B) Remedies for breach of contract:</b></p> <p>In case of Breach of Contract, BHEL shall recover 10% amount of the contract value from the vendor in following manners:</p> <p>(i) Forfeiture/ encashment of Security instruments (Performance security, EMD etc.) available against the said contract.</p> <p>(ii) In case the value of security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the vendor, retention amount etc. with BHEL TBG or any other units of BHEL.</p> <p>(iii) Demand notice for deposit of balance recovery amount shall sent to the vendor, if security instruments or financial remedies are insufficient to affect the complete recovery.</p> <p>(iv) In case recovery is not possible from security instruments or from financial remedies mentioned above, legal remedies shall be pursued.</p> <p>Note:</p> <p>(1) Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p>
<b>26.</b>	<p><b>Liquidated Damage in case of termination of contract:</b></p> <p>In case of termination of contract, LD shall be calculated as below:</p> <p>LD against delay in executed Work/ Supply shall be calculated in line with LD clause of the contract for the delay attributable to supplier. For this purpose, contract value shall be taken as Executed Value of work/supply for the purpose of limiting maximum LD value.</p> <p>Method for calculation of "LD against delay in executed Work/ supply" is given below:</p> <p>a) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier = T1</p> <p>b) Let the value of executed work/ supply till the time of termination of contract = X</p> <p>c) Let the Total Executable Value of work/ supply for which inputs/ fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y</p> <p>d) Delay in executed work/ supply attributable to contractor/ supplier i.e. <math>T2 = [1-(X/Y)] \times T1</math></p> <p>e) LD shall be calculated in line with LD clause of the Contract for the delay attributable to supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier.</p> <p><b>Note: In case portion of service/ supply is withdrawn, no LD shall be applicable for portion of service/ supply withdrawn.</b></p>
<b>27.</b>	<b>RXIL (TReDS) Platform:</b>

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	TBG is registered with RXIL (TReDS) platform. MSME bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per GoI guidelines.
<b>28.</b>	<p>Bidder to submit <b>sealed and signed copy of the following</b> while uploading bid in GeM portal:</p> <ul style="list-style-type: none"> <li>a) Bid Specific ATC: This document.</li> <li>b) Annexure-I: Technical Pre-Qualification Requirement along with supporting documents.</li> <li>c) Annexure-II: Activity Schedule</li> <li>d) Annexure-III: Unpriced Bid</li> <li>e) Annexure-IV: Contact Details of Bidder</li> <li>f) Annexure-V: Local Content Self-Certification</li> <li>g) Annexure-VI: Schedule of Commercial Deviation</li> <li>h) Annexure-VII: Schedule of Technical Deviation</li> <li>i) Annexure-VIII: Deleted</li> <li>j) Annexure-XI: Compliance to Government of India Order OM NO.6/18/2019-PPD Dtd. 23.07.2020 regarding restrictions under rule 144 (xi) of the General Financial Rules (GFRs), 2017</li> <li>k) Annexure-XII: Compliance to Government of India Order OM NO.6/18/2019-PPD Dtd. 23.07.2020 regarding restrictions under rule 144 (xi) of the General Financial Rules (GFRs), 2017</li> <li>l) Annexure-XIV: Vendor Compliance Format</li> </ul> <p><b>Note: In case of non-receipt of above documents, the bidder is liable for rejection.</b></p>
<b>29.</b>	<b>All other terms &amp; conditions shall be as per GTC of GeM.</b>

Signature of the authorized representative of

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

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## **ANNEXURE-I**

### **TECHNICAL PRE QUALIFICATION REQUIREMENT**

**Not applicable**

## **ANNEXURE-II**

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**ACTIVITY SCHEDULE**

<b>SN</b>	<b>ACTIVITY</b>	<b>ACTIVITY TIME [ in weeks ]</b>	<b>REMARKS</b>
1.	PO / Input receipt from BHEL	1	BHEL SCOPE
2.	Submission of Documents necessary for getting manufacturing clearance like Drawings, Data sheet MQP etc.	1	SUPPLIER SCOPE
3.	Manufacturing Clearance	1	BHEL SCOPE
4.	Manufacturing time and raising of Inspection Call	4	SUPPLIER SCOPE
5.	BHEL/Customer Inspection & Dispatch Clearance	1	BHEL SCOPE
6.	Dispatch	2	SUPPLIER SCOPE
<b>Activity Time for supply:</b>		<b>10 Weeks</b>	

1. Inspection call to be raised by vendor 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

Signature of the authorized representative of

Place : .....

Date : .....

Bidder's Name : .....

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Company Seal : .....

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**ANNEXURE-III**

**UNPRICED BID**

<b>Sl. No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Total Ex-works</b>	<b>GST on Total Ex-works</b>	<b>Total F&amp;I</b>	<b>GST on Total F&amp;I</b>	<b>Total cost to BHEL (Including GST)</b>
1.	400kV ISOLATOR: GEAR BOX	Nos.	3	Quoted	Quoted <b>Mention GST % Quoted</b>	Quoted	Quoted <b>Mention GST % Quoted</b>	Quoted
2.	400kV ISOLATOR: SHAFT AND SHAFT KEYS OF GEAR BOX	Nos.	3	Quoted	Quoted <b>Mention GST % Quoted</b>	Quoted	Quoted <b>Mention GST % Quoted</b>	Quoted
3.	400kV ISOLATOR: COPPER FEMALE CONTACT FINGERS ALONG WITH IT FIXING ARRANGEMENT	Nos.	1	Quoted	Quoted <b>Mention GST % Quoted</b>	Quoted	Quoted <b>Mention GST % Quoted</b>	Quoted
4.	400kV ISOLATOR: 50mm DIA STUD WITH ITS FIXING ARRANGEMENT (WITH PLATE, NUT BOLT, CIRCULAR PLATE, COPPER SPRING FOR INTERNAL FIXING WITH ALUMINIUM ARM)	Nos.	1	Quoted	Quoted <b>Mention GST % Quoted</b>	Quoted	Quoted <b>Mention GST % Quoted</b>	Quoted

Signature of the authorized representative of

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....



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**ANNEXURE-IV**

**CONTACT DETAILS OF BIDDER**

<b>Work Address</b>	
<b>Correspondence Address</b>	
<b>PAN NO.</b>	
<b>GST No.</b>	
<b>Details of contact person for clarification regarding bid:</b>	
Contact Person Name	
Designation	
email ID	
Mobile No.	
Landline No.	

Signature of the authorized representative of

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

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## ANNEXURE-V

<b>Item/ Package Name</b>	
<b>GeM Bid No.</b>	
<b>Project</b>	
<b>Percentage of Local Content</b>	.....%

**Format of Self-certification regarding Local Content in line with PPP-MII order, 2017 and its revision Dtd. 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 Dtd. 15.06.2017, its revision Dtd. 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(s)/ 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:

- Name and details of the Local Supplier  
(Registered Office, Manufacturing unit location, nature of legal entity)
- Date on which this certificate is issued
- Goods/ services/ works for which the certificate is produced
- Procuring entity to whom the certificate is furnished
- Percentage of local content claimed and whether it meets the Minimum Local Content prescribed
- Name and contact details of the unit of the Local Supplier(s)
- Sale Price of the product
- Ex-Factory Price of the product

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- 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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**ANNEXURE-VI**

**SCHEDULE OF COMMERCIAL DEVIATION**

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

<b>Sl. No.</b>	<b>Clause No. of Terms and Conditions</b>	<b>Statement of Deviation</b>
	<b>Nil Deviation</b>	<b>Nil Deviation</b>

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.**

Signature of the authorized representative of

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

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

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**ANNEXURE-VII**

**SCHEDULE OF TECHNICAL DEVIATION**

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

<b>Sl. No.</b>	<b>Clause No. of Technical Specifications</b>	<b>Statement of Deviation</b>
	<b>Nil Deviation</b>	<b>Nil Deviation</b>

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

If there is **Nil Deviation**, even then the format to be filled as **Nil Deviation**.

**Note:**

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

Signature of the authorized representative of

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

Bidder's Name : .....  
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**ANNEXURE-VIII**

**DELETED**

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**ANNEXURE-IX**

**CHECKLIST FOR SUPPLY BILLS**

<b>Name of Project</b>							
<b>Package Description</b>							
<b>Invoice No. &amp; Date</b>							
<b>PO No. &amp; Date</b>							
Sl. No.	Documents Required	Copies	Check Points	Page No.	Vendor Remarks	Verification by MM	Verification by Finance
					(Y/ N/ NA)	(Y/ N/ NA)	(Y/ N/ NA)
1	Original for Buyer Invoice - GST compliant invoice	1 Original + 2 Copy	1. Please ensure GST complaint invoice in original				
			2. Consignee address: BHEL C/o followed by site address				
			3. Item description and unit of quantity are matched with PO				
			4. Buyer address and GSTN No. as required (TBG Noida or Nodal agency)				
			5. PO No. and Date, LR No. and Date, Vehicle No. and Project Name are mentioned				
			6. Invoiced quantity are not more than the PO quantity and MICC quantity				
			7. Ex-works unit rate, Taxes and F&I rates are same as per PO				
			8. Signed and stamped by vendor				
2	Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ boxes	1 Original + 2 Copy	2. Consignee address: BHEL C/o followed by site address				
			2. In case of material purchased from sub vendor, Consignee address Vendor's name C/o BHEL C/o site address				
			3. Vendor's Invoice No. and Vehicle No. are mentioned				
			4. No. of boxes/ No. of packages are same as per Packing List				
			5. In case of and adverse remark on LR (Like shortages/ damages/ broken, etc.), clarification from site/ MM/ Commercial is needed				
			6. LR is readable				
			7. In case of photocopy, LR is verified by MM				
			8. LR Date is after the Date of MICC/ (MDCC if issued) or same Date				
3	Packing list - showing number of packages, and gross weight/ net weight (if applicable)	1 Original + 2 Copy	1. PO No. and Date, LR No. and Date, Invoice No. and Date, Site Name and Address, Consignor and Consignee Address are mentioned				

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			2. Item description and quantity are matched with Invoice and PO				
			3. Signed and stamped by vendor				
			4. No. of packages/ Item descriptions are matched with MRC and LR				
4	MICC from BHEL	1 Original + 2 Copy	1. BHEL MICC has been issued prior to the Date of dispatch or on same Date				
			2. In case where MICC Date is after the Date of dispatch then MDCC Date is same or prior to the Date of dispatch				
			3. Project Name, PO, PO Date, Vendor's Name and Address is correct				
			4. Item description, Quantity and unit of quantity are same as per PO and Invoice				
			5. All hold point in MICC, if any, have been resolved before submission of bill				
			6. Signed and stamped by BHEL Executive				
			7. MICC and MDCC quantity are not less than Invoice quantity and cover all invoiced items				
5	Guarantee Certificate	1 Original + 2 Copy	1. Project Name, PO No., Invoice No., LR No. and Date are mentioned				
			2. Guarantee Certificate is strictly matched with PO T&C				
			3. Signed and stamped by vendor				
6	Bank Guarantee	1 Copy	1. Ensure submission of BG directly from Bank before supply of material so that BG confirmation may be arranged before processing the bill				
			2. Bill can be processed only after receipt of BG confirmation directly from bank				
			3. It should be in the name of BHEL, TBG Noida with registered office address Siri Fort, New Delhi				
			4. It should be in prescribed format				
			5. BG value and validity plus claim period should be minimum as specified in PO/ RC. Please check before supply. If BG extension is required please arrange the same				
			6. Vendor's name address should be same as per PO				
			7. PO No./ RC No. and Date should be correct				



<b>PROJECT</b>	<b>NTPC NORTH KARANPURA</b>
<b>ITEM</b>	<b>SUPPLY OF ISOLATOR (PARTS)</b>
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7	Insurance Certificate	1 Original + 2 Copy	1. Invoice No. and Date, Vendor's Name, Place from Consignor to Consignee are mentioned				
			2. It has not been issued later than the LR Date				
			3. Insured value is not less than the Invoice value				
			4. Signed and stamped by Insurance Company				
			5. In case of Open Insurance Policy, declaration has been submitted to Insurance Company as per declaration clause of Open policy and copy of open policy is also enclosed				
			6. In case of any discrepancy, consent of Commercial is required for processing the bill and amount will be deducted for invalid Insurance certificate				
8	PVC (if applicable) Invoice is submitted along with the Dispatch Invoice	1 Original + 2 Copy	PVC (If applicable) Invoice is submitted along with the Dispatch Invoice				
			1. PVC Invoice is attached along with Supply Invoice				
			2. Calculation sheet and applicable PVC indices are also enclosed				
			3. If delay in delivery, then PVC indices are as per PO conditions				
9	Material Receipt Certificate		1. LR No. and Date, Invoice No. and Date, Vehicle No. and Date, Site Name an address are mentioned				
			2. Date of receipt of material				
			3. Item description and quantity are same as per Invoice/ Packing List				
			4. It is signed and stamped by Site Executive				
			5. In case of any shortages/ damages/ adverse remark, clarification is needed				
10	Other Documents		To be seen as per specific requirement of PO				
<b>To be filled by BHEL-MM only</b>							
11	Date of Submission of Last Billing Document		Date to be mentioned		<b>Not to be filled by Vendor</b>		
12	LD Calculation, if applicable, as per PO		Calculation Sheet of LD due to delay in delivery is attached				
13	Received LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes	1 Copy	Damages, if any mentioned in the Received LR have been accounted for. Withheld amount, if any_____				

<b>PROJECT</b>	<b>NTPC NORTH KARANPURA</b>
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14	Packing List - showing number of packages and gross weight & net weight (if applicable)	1 Original	If Packing List does not match with Purchase order (with reference to Sl. No. 4 above), Engineering/ MM acceptance as to the completeness is enclosed				
15	PO copy	1 Copy	PO copy with original seal and signature is attached along with amendment, if any				
16	DAN	1 Copy	Relevant DANs are attached duly signed by MM representative				
<b>*Note:</b>	<b>Every field to be ticked. If some document is not applicable, same should be mentioned. All Pages to be numbered upward from the bottom page</b>						
	Invoice Control No.				Vendor Signature	MM Signature	Finance Signature
					Date:	Date:	Date:

<b>PROJECT</b>	<b>NTPC NORTH KARANPURA</b>
<b>ITEM</b>	<b>SUPPLY OF ISOLATOR (PARTS)</b>
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## ANNEXURE-X

### **CLAUSE REGARDING RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017 AS PER GOVERNMENT OF INDIA ORDER OM NO.6/18/2019-PPD DTD. 23.07.2020**

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

**Explanation:**

    - a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
    - b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of Individuals;
  4. Where no natural person is Identified under (1) or (2) or (3) above the beneficial owner is the relevant natural person who holds the position of senior managing official;

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5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

**V.** An Agent is a person employed to do any act for another or to represent another in dealings with third person.

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

- The above clause is not applicable to the bidders from those countries (even if sharing a land border with India) to which the Gol has extended lines of credit or in which the Gol is engaged in development projects.
- List of countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (<https://www.mea.gov.in/>).

PROJECT	NTPC NORTH KARANPURA
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## ANNEXURE-XI

### VENDOR COMPLIANCE FORMAT IN BIDDER LETTER HEAD

**COMPLIANCE TO GOVERNMENT OF INDIA ORDER OM NO.6/18/2019-PPD DATED 23.07.2020 REGARDING RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017**

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

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

Signature of the authorized representative of

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

PROJECT	NTPC NORTH KARANPURA
ITEM	SUPPLY OF ISOLATOR (PARTS)
SUBJECT	BID SPECIFIC ATC

ANNEXURE-XII

**VENDOR COMPLIANCE FORMAT IN BIDDER LETTER HEAD**

**COMPLIANCE TO GOVERNMENT OF INDIA ORDER OM NO.6/18/2019-PPD DATED 23.07.2020  
REGARDING RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017**

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

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

Signature of the authorized representative of

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

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

PROJECT	NTPC NORTH KARANPURA
ITEM	SUPPLY OF ISOLATOR (PARTS)
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## ANNEXURE-XIII

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

Dated 02/07/2020

### ORDER

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

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

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

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

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



(Goutam Ghosh)

Director Tel: 011-23716674 To:

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

सेवा भवन, आर. के. पुरम-I, नई दिल्ली-110066 टेली: 011-26732257 ईमेल: ce-mdcea@nic.in वेबसाइट:  
[www.cea.nic.in](http://www.cea.nic.in)

Sewa Bhawan, R.K Puram-I, New Delhi - 110066 Tele: 011-26732257 Email: ce-mdcea@nic.in Website: [www.cea.nic.in](http://www.cea.nic.in)

<b>PROJECT</b>	<b>NTPC NORTH KARANPURA</b>
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**ANNEXURE-XIV**

**VENDOR COMPLIANCE FORMAT IN BIDDER LETTER HEAD**

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

<b>GEM BID NO.</b>	
<b>PROJECT</b>	
<b>ITEM</b>	

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 Dtd. 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.

Signature of the authorized representative of

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

Bidder's Name : .....  
Designation : .....  
Company Seal : .....