

<b>PROJECT:</b>	<b>PGCIL Khavda</b>
<b>ITEM:</b>	<b>Clamps-Connectors</b>
<b>SUBJECT:</b>	<b>Bid Specific ATC</b>

<b>1.</b>	For any <b>technical clarification</b> , please contact Mr. Amit Srivastava & Jai K Soni (TBEM) Contact No. 0120 6748596/ 0120 6748534; e-mail: <a href="mailto:amits@bhel.in">amits@bhel.in</a> , <a href="mailto:jaik@bhel.in">jaik@bhel.in</a>
<b>2.</b>	For any <b>commercial clarification</b> , please contact Mr. Gaurav Agarwal, Sr. Manager (TBMM). Contact No. 0120-6748543; e-mail: <a href="mailto:gaurav.agarwal@bhel.in">gaurav.agarwal@bhel.in</a>
<b>3.</b>	<b>Terms of Payment:</b>
For Supply (only) is in scope of the supplier	<p>100% of payment along with 100% GST &amp; F&amp;I within 45 days for Micro &amp; Small Vendors/ 60 days for Medium Enterprises/ 90 days for Non-MSME vendors, 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>- GST Compliant Tax Invoice</li> <li>- LR / GR duly endorsed by BHEL Site Official.</li> <li>- CRAC (consignee receipt-cum-acceptance certificate)/ MRC</li> <li>- Packing List (Case-wise)</li> <li>- Copy of Transit Insurance Certificate from underwriters.</li> <li>- Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management</li> <li>- Guarantee Certificate</li> <li>- Copy of Performance Bank Guarantee (PBG). Original shall be sent from issuing bank to TBG-finance directly.</li> <li>- Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management (if applicable)</li> </ul> <p><b>Note:</b> Vendor has to submit the duly signed check-list (Annexure-XIV) along with Bill.</p>
<b>4.</b>	<b>Term of Delivery:</b>
<p>Unless otherwise specified in the NIT, the purchase order shall be placed on Ex-works basis including packing and forwarding. F&amp;I up to site/store is in the scope of bidder. The Freight &amp; Insurance (up to site/store), to be paid by vendor, on behalf of BHEL, to be reimbursed against documentary evidence. LR / GR date or Invoice date (whichever is later) shall be considered as delivery date.</p> <p>Note- Unloading at site is not in the scope of bidder. Bidders to quote price accordingly.</p>	
<b>5.</b>	<b>Delivery Time:</b>
<p>Proposed delivery Plan: Within 18 Weeks (126 days) from the date of PO by BHEL as per Activity schedule [Annexure-II].</p> <p>Early Delivery is acceptable.</p> <p>Time for conducting Type tests (if required) is separate- 8 weeks. In case of type tests are required to be conducted, then 8 weeks shall be added in Delivery period and PO shall be amended accordingly.</p> <p><b>Note:</b> 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).</p>	
<b>6.</b>	<b>Prices:</b>
<p>The quoted prices shall be on <b>Firm basis. Price to be quoted as inclusive of GST. i.e. Ex-Works including Packing &amp; Forwarding + Freight &amp; Insurance + GST.</b> Vendor to submit the price break-up after Price bid opening/ Reverse Auction.</p>	
<b>7.</b>	<b>Liquidated Damage for delayed Delivery (as per GEM):</b>
<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</p>	

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quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

<b>8.</b>	<b>Reverse Auction:</b>
Bid to RA is applicable.	
<b>9.</b>	<b>Technical Specification:</b>
Technical specification no. TB-421-316-009B Rev00. No permissible Technical Deviation has been envisaged. Bidders to quote as per Technical Specification.	
<b>10.</b>	<b>Pre-Qualification Requirement:</b>
As per <b>Annexure-I</b> (enclosed herewith).	
<b>11.</b>	<b>MQP (Manufacturing Quality Plan):</b>
Supplier to submit Quality Plan to BHEL for approval by end customer/BHEL.	
<b>12.</b>	<b>Inspection:</b>
Inspection shall be carried out by Customer/ BHEL/ TPIA as per approved Quality Plan.	
<b>13.</b>	<b>Destination / Delivery Location:</b>
KPS 2 Transmission Limited, 765/400KV GIS (Under construction), Khavda Pooling station-2, RE park, at great Runn of Kutch, Khavda-Vighakote Highway Near Khavda, District-Kutch, Gujrat-370510	
<b>14.</b>	<b>Bill to Address:</b>
BHEL TBG, Plot No. 25, Sector 16A, Noida, Gautam Buddha Nagar, Uttar Pradesh, 201301 <b>GSTN-09AAACB4146P2ZC</b>	
<b>15.</b>	<b>Validity of Purchase Order (PO)</b>
2 years from the date of purchase order	
<b>16.</b>	<b>Guarantee Clause (Defect Liability Period):</b>
<p>The equipment / material supplied 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>for 18 (Eighteen) months from the date of last delivery or Twelve (12) months from the date of Taking Over/Completion of Facilities, whichever is later. Date of Taking over date/ Completion of Facilities is 27-12-2024.</b></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>17.</b>	<b>Performance Security:</b>
Not Applicable.	

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<b>18.</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>19.</b>	<b>Acceptance of Offer:</b> Bidder's offer will be considered for evaluation based on PQR, Technical and other commercial documents submitted along with bid. Customer approved Vendors as per POWERGRID compendium of vendor/ Vendors having valid approval extension letter issued by POWERGRID/ Vendors having valid SMQP shall be allowed. The bidders which are not PGCIL approved supplier or not included in POWERGRID compendium, bidder shall submit necessary credentials/documents as per <b>Annexure-XVI</b> for onward submission to customer for approval. Bidder's offer will be acceptable subject to final acceptance of vendor by ultimate customer as approved supplier. Price bid opening of offers is also subject to vendor approval from POWERGRID.
<b>20.</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 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.  "Bidder to specify the percentage of local content as per the format of self-declaration for local content" as per <b>Annexure-V.</b>  " <b>This tender is not a global tender and only Class-I suppliers as defined under the DPIIT order no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and subsequent orders are eligible to bid in this tender. Bids received from Class II &amp; Non-Local supplier shall be rejected.</b> " <b>Minimum local content to qualify as Class-I supplier shall be 60%.</b>
<b>21.</b>	<b>COMPLIANCE TO GOI ORDER FOR RESTRICTIONS UNDER RULE 144 (XI) OF GENERAL FINANCIAL RULES (GFRS), 2017 [Annexure-VIII]</b> Refer Clause at <b>Annexure-VIII</b> and Certification at <b>Annexure-IX / Annexure-X</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>22.</b>	<b>MOP CIRCULAR [Annexure-XI and XII]</b> Bidder to comply the MOP circular dated 02-07-2020 ( <b>Annexure-XI</b> ) and its subsequent amendment, if any, in prescribed format ( <b>Annexure-XII</b> ). Non-compliance/ Non-submission will lead to rejection of Offer [Not Applicable for cases where local content is 100%].
<b>23.</b>	<b>Quantity Variation:</b> BHEL shall have the right to variation in quantities of items within +/- 20% of the total Purchase Order / Contract value at the time of placement of PO or award of Contract on overall basis for all amendments together within two years from the date of original Purchase Order. The purchaser shall have the right to increase or decrease quantity and scope up to the above extent of value and seller/contractor shall be bound to accept the same at the contracted prices without any escalation.

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<b>24.</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-IV</b> .
<b>25.</b>	<b>Details of Bidder:</b>
	Bidder to submit the details as per format as per <b>Annexure-III</b> .
<b>26.</b>	<b>Deviations:</b>
	a) Technical Deviation: No Technical Deviation is envisaged ( <b>Annexure-VI</b> ). b) Commercial Deviation: No Commercial Deviation is envisaged ( <b>Annexure-VII</b> ).
<b>27.</b>	<b>Evaluation Criteria:</b>
	Evaluation shall be done on total cost to BHEL basis.
<b>28.</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> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>The vendor delivers equipment/ material not of the contracted quality.</li> <li>The vendor fails to replace the defective equipment/ material/ component as per guarantee clause.</li> <li>Withdrawal from or abandonment of the work by the vendor before completion as per contract.</li> <li>Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</li> <li>Non-compliance to any contractual condition or any other default attributable to Contractor/ Vendor.</li> <li>Termination of Contract on account of any other reason(s) attributable to Vendor.</li> </ol> <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> <ol style="list-style-type: none"> <li>Forfeiture/ encashment of Security instruments (Performance security, EMD etc.) available against the said contract.</li> <li>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.</li> <li>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.</li> <li>In case recovery is not possible from security instruments or from financial remedies mentioned above, legal remedies shall be pursued.</li> </ol>

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<b>Important Notes:</b>	
<p>(1) The balance scope shall be got done independently without Risk &amp; Cost of the failed vendor.</p> <p>(2) Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p>	
<b>29.</b>	<b>Liquidated Damage in case of termination of contract:</b>
	<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> <ol style="list-style-type: none"> <li>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</li> <li>Let the value of executed work/ supply till the time of termination of contract = X</li> <li>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</li> <li>Delay in executed work/ supply attributable to contractor/ supplier i.e. <math>T2 = [1-(X/Y)] \times T1</math></li> <li>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.</li> </ol> <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>30.</b>	<b>ADJUSTMENT OF RECOVERY :</b>
	<p>Any amount payable by the Supplier / Contractor under any of the condition of this contract shall be liable to be adjusted against any amount payable to the Supplier / Contractor under any other Purchase Order / Contract awarded to him by any BHEL unit. This is without prejudice to any other action, as may be deemed fit, by BHEL.</p>
<b>31.</b>	<b>RXIL (TReDS) Platform:</b>
	<p>TBG is registered with RXIL (TReDS) platform. MSME bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per Gol guidelines.</p>
<b>32.</b>	<b>Bidder to submit sealed and signed copy of the following while uploading bid in GeM portal:</b>
	<ol style="list-style-type: none"> <li>Bid Specific ATC: This document.</li> <li>Annexure-I: Pre-Qualification Requirement along with supporting documents.</li> <li>Annexure-II: Activity Schedule</li> <li>Annexure-III: Contact Details of Bidder</li> <li>Annexure-IV: Unpriced Bid</li> <li>Annexure-V: Local Content Self-Certification</li> <li>Annexure-VI: Schedule of Commercial Deviation</li> <li>Annexure-VII: Schedule of Technical Deviation</li> <li>Annexure-VIII, IX, X: 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>Annexure-XI, XII: MOP circular and its compliance on bidder's letter head</li> <li>Annexure-XIII: Check-list for bill submission</li> </ol>

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	l) Annexure-XIV: Format for Performance Security- <b>Not applicable for this tender</b> m) Annexure-XV: Format for Inspection call n) Annexure XVI: Documents required for vendor approval. <b>Note: In case of non-receipt of above documents, offer of the bidder may be liable for rejection.</b>
<b>33.</b>	All other terms & conditions shall be as per GTC of GeM.

Place: .....

Date : .....

Signature of the authorized representative of

Bidder's name :.....

Designation:.....

Company Seal:.....

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**Annexure-I**

**PRE QUALIFICATION REQUIREMENT**

**TECHNICAL QUALIFICATION REQUIREMENT**

Name of Project: **PGCIL KHAVDA**

Name of Customer: **POWERGRID.**

Name of Item: **CLAMP & CONNECTORS**

TECHNICAL QUALIFICATION REQUIREMENT
<p>The Bidder should have manufactured, tested and supplied 63kA/1Sec, 400kV class clamp &amp; connectors in last 5 years from schedule date of technical bid opening.</p> <p>The bidder should be approved vendor of Powergrid.</p>

SUPPORTING DOCUMENTS TO BE SUBMITTED BY BIDDER ALONG WITH TECHNICAL BID		
Sr	Required Criteria	Supporting Documents
1	Manufacturing	Approved GTP / Approved Quality Plan / Factory Inspection Test Report etc. establishing bidder as manufacturer of offered item.
2	Supply	PO / Dispatch clearance / LR / Material Receipt certificate at site / etc. establishing bidder as proven supplier of offered item.
3	Testing	Test Report approval from customer / Test Report etc. establishing successful tested design.

Place: .....

Date : .....

Signature of the authorised representative of

Bidder's name :.....

Designation:.....

Company Seal:.....

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**Annexure-II**

**ACTIVITY SCHEDULE**

<b>SN</b>	<b>ACTIVITY</b>	<b>ACTIVITY TIME [ in weeks ]</b>	<b>SCOPE</b>
1.	Input to Vendor from BHEL	1	BY BHEL
2.	Submission of Documents necessary for getting manufacturing clearance like Drawings, Data sheet, MQP etc.	2	BY SUPPLIER
3.	Approval of document/s and issue of manufacturing clearance by BHEL	2	BHEL SCOPE
4.	Manufacturing time Including time of raising Inspection Call	10	BY SUPPLIER
5.	BHEL/Customer Inspection & Dispatch Clearance	2	BHEL SCOPE
6.	Dispatch	1	BY SUPPLIER
	<b>Activity Time for supply:</b>	<b>18 weeks</b>	
8.	Time for conducting Type tests (if required)	8	BY SUPPLIER
	<b>Total Time including Type tests (if required)</b>	<b>26 Weeks</b>	

1. Inspection call to be issued 2 weeks 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 7 days from the date of comment from BHEL. Any delay in resubmissions w.r.t 7 days shall be reduced from Activity No.3 as above.
5. Qty. to be offered for inspection should be in accordance within Delivery-schedule – lot. BHEL reserves the right not to entertain multiple inspection calls for a Delivery – lot and delay on this account shall be the responsibility of Supplier.

Place: .....

Date : .....

Signature of the authorised representative of

Bidder's name :.....

Designation:.....

Company Seal:.....

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**Annexure-III**

**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.:	

Place: .....

Date : .....

Signature of the authorised representative of

Bidder's name :.....

Designation:.....

Company Seal:.....

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Annexure-IV

UNPRICED BID

(Kindly mention quoted/Not quoted and % of GST)

S.N	Item descriptions as per BHEL Technical specification	Unit	Qty	Unit Ex-works (Rs.)	Total Ex-works (Rs.)	Unit F & I Charges (Rs.)	Total F & I Charges (Rs.)	GST @ 18%	Total price incl GST
1	SUPPLY- CLAMPS & CONNECTORS : 220KV, 40KA FOR 1S, 1600A, CB CONNECTOR SUITABLE FOR AL TUBE 4 INCH IPS, EXPANSION TYPE	NO	11		-		-	-	-
2	SUPPLY- CLAMPS & CONNECTORS : 220KV, 40KA FOR 1S, 1600A, CB CONNECTOR FOR GT BAY SUITABLE FOR AL TUBE 4 INCH IPS, EXPANSION TYPE	NO	11		-		-	-	-
			<b>22</b>						
	<b>TOTAL =</b>				-		-	-	-
<b>I</b>	<b>TOTAL COST TO BHEL INCLUSIVE GST =</b>								-

Place: .....

Date : .....

Signature of the authorized representative of

Bidder's name : .....

Designation: .....

Company Seal: .....

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**Annexure-V**

<b>Item/Package Name :</b>	<b>Clamps-Connectors</b>
<b>Enquiry No.:</b>	
<b>Project:</b>	<b>PGCIL Khavda</b>
<b>Type of project</b>	<b>TRANSMISSION</b>
<b>Percentage 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.

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

- i. Name and details of the Local Supplier  
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- 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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Annexure-VI

**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.

Place: .....

Date : .....

Signature of the authorized representative of

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:

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.

Place: .....

Date : .....

Signature of the authorized representative of

Bidder's name :.....

Designation:.....

<b>PROJECT:</b>	<b>PGCIL Khavda</b>
<b>ITEM:</b>	<b>Clamps-Connectors</b>
<b>SUBJECT:</b>	<b>Bid Specific ATC</b>

## Annexure-VIII

### **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 dated 23.07.2020**

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not failing in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a. An entity Incorporated, established or registered in such a country; or
- b. A subsidiary of an entity Incorporated, established or registered in such a country; or
- c. An entity substantially controlled through 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-**

"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;

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.

<b>PROJECT:</b>	<b>PGCIL Khavda</b>
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**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/>)

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<b>PROJECT:</b>	PGCIL Khavda
<b>ITEM:</b>	Clamps-Connectors
<b>SUBJECT:</b>	Bid Specific ATC

**Annexure-IX**

**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

Signature of the authorised representative of

Place:

Date :

Bidder's name :.....

Designation:.....

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<b>PROJECT:</b>	<b>PGCIL Khavda</b>
<b>ITEM:</b>	<b>Clamps-Connectors</b>
<b>SUBJECT:</b>	<b>Bid Specific ATC</b>

**Annexure-X**

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

SI No.	Description	Bidder's confirmation
1	<p><i>We, M/s_____ have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We are from such a country which shares a land border with India &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>	<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

Signature of the authorised representative of

Place:

Date :

Bidder's name :.....

Designation:.....

PROJECT:	PGCIL Khavda
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC

Annexure-XI

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>PGCIL Khavda</b>
<b>ITEM:</b>	<b>Clamps-Connectors</b>
<b>SUBJECT:</b>	<b>Bid Specific ATC</b>

**Annexure-XII**

**Vendor Compliance format in bidder's letter head**

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

**GeM BID NO.**

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.

Signature of the authorised representative of

Place:

Date :

Bidder's name :.....

Designation:.....

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<b>PROJECT:</b>	PGCIL Khavda
<b>ITEM:</b>	Clamps-Connectors
<b>SUBJECT:</b>	Bid Specific ATC

**ANNEXURE-XIII**

**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	Received 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				

<b>PROJECT:</b>	<b>PGCIL Khavda</b>
<b>ITEM:</b>	<b>Clamps-Connectors</b>
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			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				
			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				

<b>PROJECT:</b>	<b>PGCIL Khavda</b>
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			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				

<b>PROJECT:</b>	<b>PGCIL Khavda</b>
<b>ITEM:</b>	<b>Clamps-Connectors</b>
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			6. Vendor's name address should be same as per PO				
			7. PO No./ RC No. and Date should be correct				
7	Insurance Certificate	1 Original + 2 Copy	1. Invoice No. and Date, Vendor's Name, Place from Consignor to Consignee are mentioned				
			2. It has not been issued later than the LR Date				
			3. Insured value is not less than the Invoice value				
			4. Signed and stamped by Insurance Company				
			5. In case of Open Insurance Policy, declaration has been submitted to Insurance Company as per declaration clause of Open policy and 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				

<b>PROJECT:</b>	<b>PGCIL Khavda</b>
<b>ITEM:</b>	<b>Clamps-Connectors</b>
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			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	Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes	1 Copy	Damages, if any mentioned in the Receipted LR have been accounted for. Withheld amount, if any_____				
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>PGCIL Khavda</b>
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Annexure- XIV

## 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 <sup>1</sup> (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 BHEL House Siri Fort New Delhi-110049 through its Unit at BHEL, TBG, Noida having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at \_\_\_\_\_ <sup>2</sup> 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 PO No.....dated .....<sup>3</sup> valued at Rs.....<sup>4</sup> ( Rupees -----/FC.....(in words.....) for .....<sup>5</sup> (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, .

<b>PROJECT:</b>	<b>PGCIL Khavda</b>
<b>ITEM:</b>	<b>Clamps-Connectors</b>
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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 the .....bank 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.

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<b>PROJECT:</b>	<b>PGCIL Khavda</b>
<b>ITEM:</b>	<b>Clamps-Connectors</b>
<b>SUBJECT:</b>	<b>Bid Specific ATC</b>

This Guarantee shall remain in force upto and including.....<sup>6</sup> 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 the .....<sup>7</sup>we 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.....<sup>8</sup>
- b) This Guarantee shall be valid up to .....<sup>9</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>10</sup> 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.....

---

<b>PROJECT:</b>	<b>PGCIL Khavda</b>
<b>ITEM:</b>	<b>Clamps-Connectors</b>
<b>SUBJECT:</b>	<b>Bid Specific ATC</b>

**Annexure-XV**

**INSPECTION REQUEST**

1. Name & Address of Supplier :
2. Project :
3. Purchase Order No. , Revision No. & Date :
4. Details of equipment / Material to be Inspected

Sl.No.	Material offered for Inspection	P.O. Item No.	Total Quantity Ordered	Quantity offered for Inspection	Quantity Already Cleared	P.O. value of offered qty.
1.		1				
2.		2				

5. For structure, whether BOM & Proto Corrected Drawings approved and available at place of inspection : Yes / ~~No~~.
6. Whether GTP/ Drgs approved in Category – 1 available at place of inspection : Yes / ~~No~~.
7. Whether Quality Plan approved in Category – 1 available at place of inspection : Yes / ~~No~~.
8. Whether all type tests approved by Engineering : Yes / ~~No~~.
- (a) Place of Inspection & Address : .....
9. (b) Name & contact No. of supplier rep. for inspection : .....
10. Sub – supplier contact person's name & contact no. :
11. Weekly off day : 12. Working Hours :
13. Date on which inspection requested (Inspection call to be raised at least 7 days prior to inspection) :
14. No of road permits required :

It is certified that the above materials shall be completed in all respects and shall have been inspected by us before the date indicated above for inspection. You are requested to please depute your representative for inspection

Signature  
Name :  
Contact No. :  
Date :

**Distribution:**

1. Material Management , BHEL, New Delhi

**Note:**

1. Unsigned inspection request & Inspection requests not given in this format are not accepted.
2. Drawings, Quality Plan should be approved in category – I by BHEL Transmission Business Engineering Management before the inspection date. In case inspection request is given without Category – I approved documents, supplier should be obtain from BHEL Transmission Business Engineering Management in writing to this effect and attach to inspection request.

<b>PROJECT:</b>	<b>PGCIL Khavda</b>
<b>ITEM:</b>	<b>Clamps-Connectors</b>
<b>SUBJECT:</b>	<b>Bid Specific ATC</b>

**Annexure-XVI**

**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
-