

PROJECT:	Neyveli Tuticorin
ITEM:	CLAMPS-CONNECTORS
SUBJECT:	BID SPECIFIC ATC

1.	For any technical clarification , please contact Mr. Manvendra Singh Pundir (Manager), Contact No. 0120 6748512; e-mail: manvender@bhel.in
2.	For any commercial clarification , please contact Mr. Gaurav Agarwal, Manager (TBMM). Contact No. 0120-6748543; e-mail: gaurav.agarwal@bhel.in
3.	Terms of Payment:
For Supply (only) is in scope of the supplier	<p>100% of payment along with 100% GST & F&I within 45 days for Micro & Small Vendors/ 60 days for Medium Enterprises/ 90 days for Non-MSME, 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"> - GST Compliant Tax Invoice - LR / GR duly endorsed by BHEL Site Official. - CRAC (consignee receipt-cum-acceptance certificate)/ MRC - Packing List (Case-wise) - Copy of Transit Insurance Certificate from underwriters. - Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management - Guarantee Certificate - Copy of Perform+ance Bank Guarantee (PBG). Original shall be sent from issuing bank to TBG-finance directly. - Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management (if applicable) <p>Note: Vendor has to submit the duly signed check-list (Annexure-XIV) along with Bill.</p>
4.	Term of Delivery:
<p>Unless otherwise specified in the NIT, the purchase order shall be placed on Ex-works basis including packing and forwarding. F&I up to site/store is in the scope of bidder. The Freight & 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>	
5.	Delivery Time:
<p>Proposed delivery Plan: Within 20 Weeks (140 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>Note: 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>	
6.	Prices:
<p>The quoted prices shall be on Firm basis. Price to be quoted as inclusive of GST. i.e. Ex-Works including Packing & Forwarding + Freight & Insurance + GST. Vendor to submit the price break-up after Price bid opening/ Reverse Auction.</p>	
7.	Liquidated Damage for delayed Delivery (as per GEM):
<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.

8. Reverse Auction:

Bid to RA is applicable.

9. Technical Specification:

Technical specification no. TB-416-316-E023 Rev00. No permissible Technical Deviation has been envisaged. Bidders to quote as per Technical Specification.

10. Pre-Qualification Requirement:

As per **Annexure-I** (enclosed herewith).

11. MQP (Manufacturing Quality Plan):

Supplier to submit Quality Plan to BHEL for approval by end customer/BHEL.

12. Inspection:

Inspection shall be carried out by Customer/ BHEL/ TPIA as per approved Quality Plan.

13. Destination / Delivery Location:

Chief Executive Office (CEO)
NLC Tamil Nadu Power Limited (NTPL)
2x500 MW Thermal Power Plant, Harbor Estate,
Tuticorin – 628004, Tamil Nadu (India)

14. Bill to Address:

BHEL TBG, Plot No. 25, Sector 16A, Noida, Gautam Buddha Nagar, Uttar Pradesh, 201301
GSTN-09AAACB4146P2ZC

15. Guarantee Clause (Defect Liability Period):

The equipment / material supplied shall be guaranteed to be free from all defects and faults in design & engineering, material, workmanship & manufacture and in full conformity with the Purchase Order / Contract, Technical Specifications & approved drawings / data sheets, if any, **for 18 (Eighteen) months from the date of last delivery or Twelve (12) months from the date of 12 (twelve) months from the date of successful completion of Performance Guarantee Test Unit-wise, whichever is later. Date of completion of PG test is Sep-24.**

The defective equipment / material / component shall be replaced free of cost at site. Freight & 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.

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.

16. Performance Bank Guarantee:

BG NOT APPLICABLE

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17.	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.
18.	Acceptance of Offer: Bidder's offer will be considered for evaluation based on PQR, Technical and other commercial documents submitted along with bid. Bidder's offer will be acceptable subject to final acceptance of vendor by BHEL as approved supplier.
19.	Make in India: 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 Annexure-V. " 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 & Non-Local supplier shall be rejected. " Minimum local content to qualify as Class-I supplier shall be 60%.
20.	COMPLIANCE TO GOI ORDER FOR RESTRICTIONS UNDER RULE 144 (XI) OF GENERAL FINANCIAL RULES (GFRS), 2017 [Annexure-VIII] Refer Clause at Annexure-VIII and Certification at Annexure-IX / Annexure-X (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.
21.	MOP CIRCULAR [Annexure-XI and XII] Bidder to comply the MOP circular dated 02-07-2020 (Annexure-XI) and its subsequent amendment, if any, in prescribed format (Annexure-XII). Non-compliance/ Non-submission will lead to rejection of Offer [Not Applicable for cases where local content is 100%].
22.	Quantity Variation: BHEL shall have the right to variation in quantities of items within +/- 25% 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.
23.	Unpriced Bid: Vendor to furnish unpriced bid mentioning "Quoted" against each BOQ line item and % of GST quoted in tender as per Annexure-IV.
24.	Details of Bidder: Bidder to submit the details as per format as per Annexure-III.

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25. Deviations:	<p>a) Technical Deviation: No Technical Deviation is envisaged (Annexure-VI).</p> <p>b) Commercial Deviation: No Commercial Deviation is envisaged (Annexure-VII).</p>
26. Evaluation Criteria:	Evaluation shall be done on total cost to BHEL basis.
27. Risk Purchase: (Also refer Annexure-XIII)	<p>In case the Supplier / Contractor fails to supply or fails to comply with terms & conditions of the Purchase Order / Contract or delivers equipment / material not of the contracted quality or fails to adhere to the contract specifications or fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery / completion period to justify that supplies shall be inordinately delayed beyond contractual delivery / completion period, BHEL reserve the right to cancel the Purchase Order / Contract either in whole or in part thereof without compensation to Supplier / Contractor and if BHEL so desires, may procure such equipment / material / items not delivered or others of similar description where equipment / material / items exactly complying with particulars are not readily procurable in the opinion of BHEL which is final and in such manner as deemed appropriate, at the risk and cost of the Supplier / Contractor and the Supplier / Contractor shall be liable to BHEL for any excess cost to BHEL. However, the Supplier / Contractor shall continue execution of the Purchase Order / Contract to the extent not cancelled under the provisions of this clause. Recovery amount on account of purchases made by BHEL at the risk and cost of Supplier / Contractor shall be the difference of total value of new Purchase Order (PO) value and total value of old Purchase Order for applicable items, where the total value of new PO is more than total value of old PO for applicable items, plus additional 5% of the total ex-works value of new PO as overheads.</p> <p>The Supplier / Contractor shall on no account be entitled to any gain on such risk & cost purchase. In case the purchase order (PO) value of the new PO is less than the PO value of the old PO, 5% of the total ex-works value of the new PO shall be recovered as overheads and the difference between the PO value of the old PO and the new PO shall not be considered for calculation of the recovery amount.</p>
28. ADJUSTMENT OF RECOVERY :	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.
29. RXIL (TReDS) Platform:	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.
30.	<p>Bidder to submit sealed and signed copy of the following while uploading bid in GeM portal:</p> <ol style="list-style-type: none"> Bid Specific ATC: This document. Annexure-I: Pre-Qualification Requirement along with supporting documents. Annexure-II: Activity Schedule Annexure-III: Contact Details of Bidder Annexure-IV: Unpriced Bid Annexure-V: Local Content Self-Certification Annexure-VI: Schedule of Commercial Deviation Annexure-VII: Schedule of Technical Deviation

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	i) 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 j) Annexure-XI, XII: MOP circular and its compliance on bidder's letter head k) Annexure-XIII: Risk Purchase l) Annexure XIV: Check-list for bill submission m) Annexure- XV: Not applicable. Note: In case of non-receipt of above documents, offer of the bidder may be liable for rejection.
31.	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:.....

Annexure-I

PRE QUALIFICATION REQUIREMENT

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1.5 TECHNICAL QUALIFYING REQUIREMENT

Sr. No	Description	Supporting Document to be attached	Reference of attached documents																
01	The bidder must have designed, manufactured, tested and supplied similar type of Clamps and Connectors of 132kV class or higher in last 5 years as on date of bid opening.	1. Bidder to Provide Compliance/Confirmation of fulfilling SL No.1 Technical Requirement. 2. PO Copy / PO list in following format <table border="1" data-bbox="438 616 1268 772"> <thead> <tr> <th>Sr. No</th> <th>ITEMS SUPPLIED TO</th> <th>ORDER REFERENCE No. & DATE</th> <th>ITEMS</th> <th>QUANTITY</th> <th>ORDER FULLY EXECUTED.</th> <th>STATUS, IF ORDER UNDER</th> <th>REMARK</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> 3. Dispatch instructions/ Tax invoice/ Material receipt at site/ lorry receipt details etc	Sr. No	ITEMS SUPPLIED TO	ORDER REFERENCE No. & DATE	ITEMS	QUANTITY	ORDER FULLY EXECUTED.	STATUS, IF ORDER UNDER	REMARK									
Sr. No	ITEMS SUPPLIED TO	ORDER REFERENCE No. & DATE	ITEMS	QUANTITY	ORDER FULLY EXECUTED.	STATUS, IF ORDER UNDER	REMARK												

Place:

Date :

Signature of the authorised representative of

Bidder's name :.....

Designation:.....

Company Seal:.....

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Annexure-II

ACTIVITY SCHEDULE

SN	ACTIVITY	ACTIVITY TIME [in weeks]	SCOPE
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
7.	Transit time up to site	2	BY SUPPLIER
	Activity Time for supply:	20 weeks	
8.	Time for conducting Type tests (if required)	8	BY SUPPLIER
	Total Time including Type tests (if required)	30 Weeks	

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.4 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:.....

Annexure-III

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CONTACT DETAILS OF BIDDER

Works Address-	
Communication Address-	
Details of contact person for clarification regarding bid:	
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

Item No	Site	Item Description	Unit	Quantity	Price (incl. GST) Mention as "Quoted" against each item	GST % applicable Mention GST % against each item
1	NEYVELI TUTICORIN	SUPPLY- CLAMPS & CONNECTORS : 220KV 40KA FOR 3S 2000A GIS BUSHING CONNECTOR SUITABLE FOR TWIN MOOSE	NO	3	-----	-----
2	NEYVELI TUTICORIN	SUPPLY- CLAMPS & CONNECTORS : 220KV, 40KA FOR 3S, 2000A, BPI CONNECTOR SUITABLE FOR TWIN MOOSE	NO	9	-----	-----
3	NEYVELI TUTICORIN	SUPPLY- CLAMPS & CONNECTORS : PG CLAMP SUITABLE FOR TWIN MOOSE TO SINGLE MOOSE	NO	6	-----	-----
4	NEYVELI TUTICORIN	SUPPLY- CLAMPS & CONNECTORS : 220KV, RIGID SPACER SUITABLE FOR TWIN MOOSE L	NO	30	-----	-----
5	NEYVELI TUTICORIN	CLAMPS & CONNECTORS CLAMPS FOR 75X12MM EARTHING STRIP ON LATTICE/PIPE STRUCTURE	NO	200	-----	-----

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Annexure-V

Item/Package Name :	Clamps-Connectors
Enquiry No.:	
Project:	Neyveli Tuticorin
Type of project	TRANSMISSION
Percentage of Local Content

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

Date:.....

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

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

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

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

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

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

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

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

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

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

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

<Insert Name, Designation and Contact No.>

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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:.....

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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.

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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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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

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>	<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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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 & 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><i>Evidence of valid registration by the Competent Authority is attached.</i></p>	Agreed

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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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-1, नई दिल्ली-110066 टेली: 011-26732257 ईमेल: ce-mdcea@nic.in वेबसाइट:
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Sewa Bhawan, R.K Puram-I, New Delhi - 110066 Tele: 011-26732257 Email: ce-mdcea@nic.in Website: www.cea.nic.in

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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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ANNEXURE-XIII

RISK PURCHASE

1.1 In case the Supplier/ Contractor fails to supply or fails to comply with terms & conditions of the Purchase Order/ Contract or delivers equipment/ material not of the contracted quality or fails to adhere to the contract specifications or fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period, BHEL reserve the right to cancel the Purchase Order/ Contract either in whole or in part thereof without compensation to Supplier/ Contractor and if BHEL so desires, may procure such equipment/ material/ items not delivered or others of similar description where equipment/ material/ items exactly complying with particulars are not readily procurable in the opinion of BHEL which is final and in such manner as deemed appropriate, at the risk and cost of the Supplier/ Contractor and the Supplier/ Contractor shall be liable to BHEL for any excess cost to BHEL. However, the Supplier/ Contractor shall continue execution of the Purchase Order/ Contract to the extent not cancelled under the provisions of this clause.

1.2 Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:

- a) Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period considering its performance of execution.
- b) Withdrawal from or abandonment of the work by contractor/ supplier before completion as per contract.
- c) Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- d) Termination of Contract on account of any other reason(s) attributable to Contractor/ Supplier.
- e) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- f) Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

1.3 Risk and Cost amount against Balance Work:

In case Risk & Cost is invoked, the amount of Risk & Cost against balance work shall be calculated as under:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

where,

A = Value of Balance scope of Work/ Supply (*) as per rates of new contract

B = Value of Balance scope of Works/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5 (five)

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

***(Balance scope of work/ supply)**

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Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

Note: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/ supply' for calculating Risk & Cost amount.

1.4 LD against delay in executed Work/ Supply in case of Termination of Contract:

LD against delay in executed Work/ Supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor/ supplier. For this purpose, contract value shall be taken as Executed Value of work/supply for the purpose of limiting maximum LD value.

Method for calculation of "LD against delay in executed Work/ supply" is given below:

- 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
- b) Let the value of executed work/ supply till the time of termination of contract = X
- 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
- d) Delay in executed work/ supply attributable to contractor/ supplier i.e. $T2 = [1 - (X/Y)] \times T1$
- e) LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier.

Note: In case portion of service/ supply is withdrawn, no LD shall be applicable for portion of service/ supply withdrawn.

1.5 Recovery from Supplier:

Recoveries from contractor/ supplier on whom risk & cost has been invoked shall be as per Clause No. 28 of Bid Specific ATC.

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ANNEXURE-XIV

CHECKLIST FOR SUPPLY BILLS

Name of Project							
Package Description							
Invoice No. & Date							
PO No. & Date							
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				

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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				

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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				

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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				

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			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				

To be filled by BHEL-MM only

11	Date of Submission of Last Billing Document		Date to be mentioned		Not to be filled by Vendor		
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_____				
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				

***Note:** 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

	Invoice Control No.				Vendor Signature	MM Signature	Finance Signature
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					Date:	Date:	Date:
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