

PROJECT:	PGCIL Sikar-II & Khetri
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC

1.	For any technical clarification , please contact Mr. Gorav Vig (TBEM) Contact No. 0120 6748457; e-mail: gorav@bhel.in
2.	For any commercial clarification , please contact Mr. Gaurav Agarwal, Sr. Manager (TBMM). Contact No. 0120-6748543; e-mail: gaurav.agarwal@bhel.in
3.	Terms of Payment:
For Supply	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 vendors, from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows: - 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 Performance 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) Note: Vendor has to submit the duly signed check-list (Annexure-XIV) along with Bill. * For MSE vendors, payment shall be made as per MSMED act. Note: • Bills shall be submitted for processing by BHEL-TBG, Noida along with billing checklist (as per Annexure-XIV). • It should be ensured that Tax Invoice complies with statutory requirements under GST law to enable BHEL to avail Input Tax Credit. • Payment of GST component shall be made only if vendor has deposited the Tax and credit for the same is reflected in GSTN (GST portal). • Copy of GST Registration Certificate(s) shall be also be attached with Tax Invoice.
4.	Term of Delivery:
	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. Note- Unloading at site is not in the scope of bidder. Bidders to quote price accordingly.
5.	Delivery Time:
	Proposed delivery Plan: Within 28 Weeks (196 days) from the date of PO by BHEL as per Activity schedule [Annexure-II]. Early Delivery is acceptable. 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. 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

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fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such vendor(s).

6. Prices:

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.

7. Liquidated Damages for delayed Delivery (as per GEM):

Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the Supplier/Vendor agrees to pay in the event of delay in delivery of supplies, breach of contract etc. as the case may be.

Liquidated Damages leviable upon the Supplier/Vendor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the Supplier/Vendor.

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not 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-426-316-019 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:

Sikar-II 765/400 kV POWERGRID Sikar-II Sub-Station, Village: Jurathara, Near Bheru Nath Mandir, Prithvipura (Palsana), Tehsil & District: Sikar-332402 (Rajasthan) GSTN- 08ABICS4462L1ZT	Khetri 765/400kV Substation, Village- Jasrapur, Tehsil- Khetri, Dist- Neem Ka Thana (Rajasthan) 333514 GSTN-08ABICS4462L1ZT
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14.	Bill to Address:		
<table border="1"> <tr> <td> Sikar- II - BHEL TBG Site Office Sikar Khetri Transmission Limited (A 100% wholly owned subsidiary of Power Grid Corporation of India Limited) 765/400 kV POWERGRID Sub-Station, Village: Jurathara, Near Bheru Nath Mandir, Prithvipura (Palsana), Tehsil & District: Sikar-332402 (Rajasthan) GSTN- 08AAACB4146P1ZF </td><td> Khetri - BHEL TBG Site Office Sikar Khetri Transmission Limited (A 100% wholly owned subsidiary of Power Grid Corporation of India Limited) 765/400kV POWERGRID Sub-Station, Village- Jasrapur, Tehsil- Khetri, Dist- Neem Ka Thana (Rajasthan) 333514 GSTN- 08AAACB4146P1ZF </td></tr> </table>		Sikar- II - BHEL TBG Site Office Sikar Khetri Transmission Limited (A 100% wholly owned subsidiary of Power Grid Corporation of India Limited) 765/400 kV POWERGRID Sub-Station, Village: Jurathara, Near Bheru Nath Mandir, Prithvipura (Palsana), Tehsil & District: Sikar-332402 (Rajasthan) GSTN- 08AAACB4146P1ZF	Khetri - BHEL TBG Site Office Sikar Khetri Transmission Limited (A 100% wholly owned subsidiary of Power Grid Corporation of India Limited) 765/400kV POWERGRID Sub-Station, Village- Jasrapur, Tehsil- Khetri, Dist- Neem Ka Thana (Rajasthan) 333514 GSTN- 08AAACB4146P1ZF
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Hard Copy of billing documents will be sent to following address for processing of payment: Gaurav Agarwal Sr. Manager (TBMM) 5th Floor, BHEL Sadan Bharat Heavy Electricals Limited-TBG, Plot No 25, Sector-16A, Noida-201301, UP, India. Notes: 1) Delivery address (Ship to) and Bill to address (Bill to) in Invoice & LR should be as per detail given above. 2) Invoice should clearly specify “Billing from” and Shipping from” address.			
15	Validity of Purchase Order (PO)		
2 years from the date of purchase order.			
16.	Guarantee Clause (Defect Liability Period):		
The equipment / material supplied and services rendered (if applicable) 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 months from the date of last delivery or 12 months from the date of date of Taking Over/Completion of Facilities, whichever is later. Date of Taking Over/Completion of Facilities is 22-05-2025. 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.			

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17. Performance Security:

Performance security of 5% of GeM contract value shall be submitted by the vendor **within 15 days** from the date of award of PO. **Performance Security shall be furnished as per annexure-XIX.**

Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/Contract, from the bills along with due interest.

Modes of deposit:

Performance security may be furnished in the following forms:

- Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favor of BHEL -TBG, Noida.

Bank Account details for submission of performance security through EFT mode.

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	TRANSMISSION BUSINESS GROUP, 5TH FLOOR, BHEL TOWER, PLOT NO. 25, SECTOR-16A, NOIDA – 201301 (U.P.)
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH	CAG-II NEW DELHI (17313)
CITY	NEW DELHI
ACCOUNT NUMBER	00000030206227732
ACCOUNT TYPE	CASH CREDIT
IFSC CODE	SBIN0017313

- Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantee shall be submitted as per BHEL format.
- Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the vendor, a/c BHEL).
- Securities available from Indian Post offices such as National Savings Certificates, Kissan Vikas Patras etc. (held in the name of vendor furnishing the security and duly endorsed/ hypothecated/pledged, as applicable, in favor of BHEL).
- Insurance Surety Bond.

Important Notes:

- The performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty/Guarantee obligations.

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- Performance security shall be refunded to the vendor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.
- BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
- The Performance Security shall not carry any interest.
- Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in Purchase Order value up to $\pm 20\%$. Beyond this variation of $\pm 20\%$, the Supplier shall arrange to enhance or may reduce the value of the Bank Guarantee accordingly for the total variation promptly.
- In case delay in submission of Performance BG, enhanced Performance BG which would include interest (SBI rate + 6%) for delayed period to be submitted.
- There is no exemption of Performance security deposit submission for MSE Vendors.

Forfeiture of performance security

The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the vendor.

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| 18. | 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. |
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19.	Acceptance of Offer:
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Acceptance of offer is subjected to following:

- Qualification of Technical PQR
- Techno-Commercial evaluation by BHEL.
- Approval of vendor by ultimate customer (M/s PGCIL)
- Vendor should not be blacklisted by BHEL & PGCIL

PGCIL's approved vendor (PGCIL Compendium of Vendors) for this project is available with BHEL. However, for additional vendor approval by ultimate customer, Bidders to submit complete credentials as per Annexure-XVII along with their offer for approval from the ultimate customer. Offer of techno – commercially acceptable vendors shall be considered for opening of Part-II/ conducting Reverse Auction subject to their approval from Customer.

20.	Make in India:
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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%.

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21.	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 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.
22.	MOP CIRCULAR [Annexure-X and XI]
	Bidder to comply the MOP circular dated 02-07-2020 (Annexure-X) and its subsequent amendment, if any, in prescribed format (Annexure-XI). Non-compliance/ Non-submission will lead to rejection of Offer [Not Applicable for cases where local content is 100%].
23.	Quantity Variation:
	BHEL shall have the right to variation in quantities of items within +/- 30% 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.
24.	Unpriced Bid:
	Vendor to furnish unpriced bid mentioning "Quoted" against each BOQ line item and % of GST quoted in tender as per Annexure-IV .
25.	Details of Bidder:
	Bidder to submit the details as per format as per Annexure-III .
26.	No Deviation certificate:
	Supplier/vendor to submit the NIL deviation certificate as per Annexure-VI .
27.	Evaluation Criteria:
	Evaluation shall be done on total cost to BHEL basis.
28.	Breach of contract, remedies and termination
	(A) Breach of contract and Termination: Following conditions shall be considered as breach of contract: - Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time. - The Supplier/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. - The Supplier/Vendor delivers equipment/ material not of the contracted quality. - The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause. - Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract. - Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. - Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.

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- h) Any other reason(s) attributable to Vendor towards failure of performance of contract.
- i) In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.
- j) Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.
- k) Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

Note-Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

(B) Remedies for breach of contract:

In case of Breach of Contract, BHEL shall recover 10% amount of the contract value from the vendor in following manners:

- (i) Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
- (ii) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the 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 Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.
- (iii) wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
- (iv) In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.
- (v) If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
 - a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.
 - b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security

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deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD. (vi) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor. (vii) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages. (viii) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract. Note: 1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include: (a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor. (b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners ; or sole proprietorship firm owned by any partner(s) as a sole proprietor.	
29.	Liquidated Damage in case of termination of contract:
	In case of termination of contract, LD shall be calculated as below: LD against delay in executed supply shall be calculated in line with LD clause no. 18.0 below, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract. Method for calculation of “LD against delay in executed supply in case of termination of contract” is given below. i Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1 ii Let the value of executed supply till the time of termination of contract= X iii Let the Total Executable Value of supply for which inputs/fronts were made available to Supplier/Vendor and were planned for execution till termination of contract = Y iv Delay in executed supply attributable to Supplier/Vendor i.e. $T2 = [1 - (X/Y)] \times T1$ v LD shall be calculated in line with LD clause (clause 18.0) of the Contract for the delay attributable to Supplier/Vendor taking “X” as Contract Value and “T2” as period of delay attributable to Supplier/Vendor.
30.	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.

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31	Settlement of Dispute
	If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not. If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 21.1 31.1 Conciliation: Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com). Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified. 31.2 ARBITRATION: - Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 21.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution (to be identified by the contract issuing agency (eg. "IIAC" (India International Arbitration Centre) for Delhi/NCR offices) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution. - A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the

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	Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any. c) After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions..... (to be identified by the contract issuing agency) and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged. d) The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules. e) The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be (to be identified by the contract issuing agency)(i. e. NCR based Units). f) Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at.....(i. e. NCR based Units). g) Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor. h) It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores. i) In case the disputed amount (Claim, Counter claim including . interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause. j) In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 21.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction. In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.
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32	JURISDICTION
	Subject to clause 31 of this contract, the Civil Court having original Civil Jurisdiction (to be decided by the Unit e.g. Delhi for TBG, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract. GOVERNING LAWS The contract shall be governed by the Law for the time being in force in the Republic of India.
33	Force Majeure
	1 "Force Majeure" shall mean circumstance which is: a) beyond control of either of the parties to contract, b) either of the parties could not reasonably have provided against the event before entering into the contract, c) having arisen, either of the parties could not reasonably have avoided or overcome, and d) is not substantially attributable to either of the parties And Prevents the performance of the contract, Such circumstances include but shall not be limited to: i. War, hostilities , invasion, act of foreign enemies. ii. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iii. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. iv. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. v. Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity. vi. vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. vii. Epidemic, pandemic etc. 2. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship. 3. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.

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	4. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event. 5. Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not v) Constitute a default or breach of the Contract. vi) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure. 6. BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.
34	Non-Disclosure Agreement
	The bidders shall enter into the Non-disclosure agreement separately. (Format attached).
35	Cartel Formation
	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
36	Fraud Prevention Policy
	Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
37	Suspension of Business Dealings with Suppliers / Contractors:
	The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com. If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860(Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php.

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38	Order of Precedence															
	In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below: a) Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. b) Buyer Added Bid Specific ATC c) GeM Bid Technical Conditions of Contract (TCC) d) GeM GTC															
39	MICRO AND SMALL ENTERPRISES (MSE): Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer. <table><tr><td>Type under MSE</td><td>SC/ST owned</td><td>Women owned</td><td>Others (excluding SC/ ST & Women Owned)</td><td></td></tr><tr><td>Micro</td><td></td><td></td><td></td><td></td></tr><tr><td>Small</td><td></td><td></td><td></td><td></td></tr></table> Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category. a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.	Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)		Micro					Small				
Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)													
Micro																
Small																
40	NOTE: 1. In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution. 2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation Any deviation from the conditions specified in TECHNO-COMMERCIAL TERMS AND CONDITIONS, will lead to rejection of offer. 3. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected. 4. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit. 5. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.															

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	6. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.
41	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.
42	Placement of Purchase order
	There shall be one PO from GeM portal for both projects but two separate order (site/project wise) shall be placed through our system.
43	Bidder to submit sealed and signed copy of the following while uploading bid in GeM portal: a) Bid Specific ATC: This document. - b) c) Annexure-I: Pre-Qualification Requirement along with supporting documents. d) Annexure-II: Activity Schedule e) Annexure-III: Contact Details of Bidder f) Annexure-IV: Unpriced Bid g) Annexure-V: Declaration reg. minimum local content in line with revised public procurement h) Annexure-VI: Certificate of NIL Deviation i) Annexure-VII: Declaration for relation in BHEL j) Annexure-VIII, IX: 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 k) Annexure-X, XI: MOP circular and its compliance on bidder's letter head l) Annexure-XII: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings m) Annexure-XIII: Declaration by Authorized Signatory n) Annexure-XIV: Declaration by Authorized Signatory regarding Authenticity of submitted Documents o) Annexure-XV: Non-Disclosure Certificate p) Annexure-XVI: Bank Account Details for E-Payment q) Annexure-XVII: Power of Attorney for submission of tender r) Annexure-XVIII: Check-list for bill submission s) Annexure-XIX: Format for Performance Security t) Annexure-XX: List of Consortium Bank for Bank Guarantee u) Annexure-XXI: Format for Inspection call v) Annexure XXII: Documents required for vendor approval. Note: In case of non-receipt of above documents, offer of the bidder may be liable for rejection.
44	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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OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:

Date:

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Submission of Offer against GeM Bid No:

Having examined the tender documents against your GeM Bid No. _____ dated _____ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with _____ (name of work & project site), we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us and as per the indicated delivery schedule.

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Performance Security' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List (wherever applicable).

Authorised Representative of Bidder

Signature:

Name:

Address:

Place:

Date:

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GEM Bid no.-----

Annexure-I

PRE QUALIFICATION REQUIREMENT

TECHNICAL QUALIFICATION REQUIREMENT

Name of Project: Powergrid Sikar-II and Khetri SS

Name of Customer: POWERGRID Corporation of India Limited

Name of Item: CLAMP & CONNECTORS

TECHNICAL QUALIFICATION REQUIREMENT
The Bidder should have manufactured, tested and supplied 715kV or above class Clamp & Connectors in last 5 years from schedule date of technical bid opening of this tender.

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

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	20	BY SUPPLIER
5.	BHEL/Customer Inspection & Dispatch Clearance	2	BHEL SCOPE
6.	Dispatch	1	BY SUPPLIER
	Activity Time for supply:	28 weeks	
8.	Time for conducting Type tests (if required)	8	BY SUPPLIER
	Total Time including Type tests (if required)	36 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.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

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

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

S.N	Site	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	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 765KV, 50KA FOR 1S, 3150A, CB CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, EXPANSION TYPE	NO	50		-		-	-	-
2	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 765KV, 50KA FOR 1S, 3150A, ISOLATOR (KNEE TYPE) CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, EXPANSION TYPE	NO	18		-		-	-	-
3	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 765KV, 50KA FOR 1S, 3150A, ISOLATOR (KNEE TYPE) CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, RIGID TYPE	NO	56		-		-	-	-
4	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 765KV, 50KA FOR 1S, 3150A, ISOLATOR (KNEE TYPE) CONNECTOR SUITABLE FOR QUAD BULL	NO	58		-		-	-	-
5	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 765KV, 3150A, CT CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, EXPANSION TYPE	NO	18		-		-	-	-
6	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 765KV, 3150A, CT CONNECTOR	NO	18		-		-	-	-

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		SUITABLE FOR AL TUBE 4.5 INCH IPS, RIGID TYPE								
7	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 765KV, 3150A, CVT CONNECTOR SUITABLE FOR QUAD BULL	NO	3		-		-	-	-
8	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 765KV, 3150A, CVT CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, EXPANSION TYPE	NO	9		-		-	-	-
9	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 765KV, CVT CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, RIGID TYPE	NO	3		-		-	-	-
10	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 765KV 50KA FOR 1S LA CONNECTOR SUITABLE FOR QUAD BULL	NO	7		-		-	-	-
11	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 765KV, 50KA FOR 1S, LA CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, EXPANSION TYPE	NO	3		-		-	-	-
12	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 765KV, 50KA FOR 1S, LA CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, RIGID TYPE	NO	9		-		-	-	-
13	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 765KV, 50KA FOR 1S, 3150A, WT CONNECTOR SUITABLE FOR QUAD BULL	NO	8		-		-	-	-
14	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 765KV, 50KA FOR 1S, 3150A, WT CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, RIGID TYPE	NO	8		-		-	-	-
15	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 765KV, 50KA FOR 1S, 3150A, BPI CONNECTOR SUITABLE FOR AL	NO	13		-		-	-	-

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		TUBE 4.5 INCH IPS, RIGID - EXPANSION TYPE								
16	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 765KV, 3150A, BPI CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, RIGID/SLIDING THROUGH TYPE	NO	34		-		-	-	-
17	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 765KV, 3150A, TEE CONNECTOR SUITABLE FOR 4.5" IPS AL TUBE TO 4.5" IPS AL TUBE, HORIZONTAL APPROACH	NO	3		-		-	-	-
18	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 765KV, BPI CONNECTOR SUITABLE FOR QUAD BULL	NO	3		-		-	-	-
19	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 765KV, 2000A, REACTOR BUSHING CONNECTOR SUITABLE FOR QUAD BULL	NO	7		-		-	-	-
20	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 765KV, 50KA FOR 1S, 3150A, TEE CONNECTOR SUITABLE FOR QUAD BULL TO QUAD BULL	NO	18		-		-	-	-
21	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 765KV, 3150A, TEE CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS TO QUAD CONDUCTOR AS PER TS	NO	7		-		-	-	-
22	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 765KV, 50KA FOR 1S, 3150A, TEE CONNECTOR SUITABLE FOR HEX ZEBRA TO QUAD BULL	NO	24		-		-	-	-
23	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 765KV, 3150A, PARALLEL CONNECTOR SUITABLE FOR 4.5"IPS ALUMINIUM TUBE AND QUAD BULL	NO	31		-		-	-	-

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24	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 765KV, 1000A, PG CLAMP SUITABLE FOR SINGLE BULL TO SINGLE BULL	NO	432		-		-	-	-
25	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 765KV, FLEXIBLE SPACER SUITABLE FOR QUAD BULL	NO	438		-		-	-	-
26	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 765KV, RIGID SPACER SUITABLE FOR QUAD BULL	NO	749		-		-	-	-
27	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 765KV, WELDING SLEEVE SUITABLE FOR 4.5 INCH IPS AL TUBE	NO	90		-		-	-	-
28	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 765KV, CORONA BELL SUITABLE FOR 4.5 INCH IPS AL TUBE	NO	14		-		-	-	-
29	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 765KV, END CAP SUITABLE FOR 4.5 INCH IPS AL TUBE	NO	32		-		-	-	-
30	PGCIL SIKAR-II	CLAMPS & CONNECTORS PG CLAMP FOR SHIELD WIRES OF DIA 10.98MM	NO	44		-		-	-	-
31	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : STRAIN CLAMP FOR SHIELD WIRE 10.98MM DIA	NO	52		-		-	-	-
32	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : CLEAT TYPE CLAMPS FOR EARTHING DOWN CONDUCTOR (10.98MM DIA)	NO	556		-		-	-	-
33	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : PAD TYPE CLAMP FOR CONNECTING 10.98MM DIA. G.I. WIRE ON ONE SIDE AND 75X12MM GS STRIPS ON OTHER SIDE	NO	40		-		-	-	-
34	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : CLEAT TYPE CLAMPS FOR 75 X	NO	2216		-		-	-	-

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		12MM G.S. FLAT FOR EQUIPMENT LATTICE STRUCTURE								
35	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 132KV, 31.5KA FOR 1S, 1250A, REACTOR BUSHING CONNECTOR SUITABLE FOR AL TUBE 3 INCH IPS, EXPANSION TYPE	NO	4		-		-	-	-
36	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 132KV, 31.5KA FOR 1S, 1250A, REACTOR BUSHING CONNECTOR SUITABLE FOR SINGLE BULL	NO	2		-		-	-	-
37	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 132KV, 31.5KA FOR 1S, 1250A, REACTOR BUSHING CONNECTOR SUITABLE FOR TWIN BULL	NO	2		-		-	-	-
38	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 132KV, 1250A, NGR CONNECTOR SUITABLE FOR TWIN CONDUCTOR	NO	2		-		-	-	-
39	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 145KV, 31.5KA FOR 1S, 1250A, NGR CONNECTOR SUITABLE FOR SINGLE BULL	NO	2		-		-	-	-
40	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : TEE CONNECTOR SUITABLE FOR AL TUBE 3 INCH IPS TO SINGLE CONDUCTOR AS PER TS	NO	2		-		-	-	-
41	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : TEE CONNECTOR SUITABLE FOR AL TUBE 3 INCH IPS TO TWIN CONDUCTOR AS PER TS	NO	4		-		-	-	-
42	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 132KV 31.5KA FOR 1S TEE CONNECTOR SUITABLE FOR CONDUCTOR AS PER TS TO CONDUCTOR AS PER TS	NO	8		-		-	-	-

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43	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 132KV, 1250A, TEE CONNECTOR SUITABLE FOR 3" IPS AL TUBE TO 3" IPS AL TUBE, HORIZONTAL APPROACH	NO	7		-		-	-	-
44	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 145KV, BPI CONNECTOR SUITABLE FOR AL TUBE 3 INCH IPS, SLIDING THROUGH TYPE	NO	10		-		-	-	-
45	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 132KV, 31.5KA FOR 1S, 1250A, BPI CONNECTOR SUITABLE FOR AL TUBE 3 INCH IPS, RIGID - EXPANSION TYPE	NO	11		-		-	-	-
46	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 145KV, CORONA BELL SUITABLE FOR 3 INCH IPS AL TUBE	NO	10		-		-	-	-
47	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 33KV, 31.5KA FOR 1S, 1250A, CT (NEUTRAL) CONNECTOR SUITABLE FOR TWIN CONDUCTOR	NO	1		-		-	-	-
48	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 33KV, 31.5KA FOR 1S, 1250A, CT (NEUTRAL) CONNECTOR SUITABLE FOR SINGLE BULL	NO	1		-		-	-	-
49	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 33KV, 31.5KA FOR 1S, 1250A, CT (NEUTRAL) CONNECTOR SUITABLE FOR 75X12 MS FLAT	NO	2		-		-	-	-
50	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 132KV, LA CONNECTOR SUITABLE FOR TWIN BULL	NO	1		-		-	-	-
51	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 132KV, LA CONNECTOR SUITABLE FOR SINGLE BULL	NO	1		-		-	-	-

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52	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 145KV, 40KA FOR 3S, 1250A, CB CONNECTOR SUITABLE FOR AL TUBE 3 INCH IPS, EXPANSION TYPE	NO	4		-		-	-	-
53	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : WELDING SLEEVE SUITABLE FOR 3 INCH IPS AL TUBE	NO	15		-		-	-	-
54	PGCIL SIKAR-II	SUPPLY- CLAMPS & CONNECTORS : 132KV, RIGID SPACER SUITABLE FOR TWIN BULL	NO	25		-		-	-	-
55	PGCIL KHETRI	SUPPLY- CLAMPS & CONNECTORS : 765KV, 50KA FOR 1S, 3150A, CB CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, EXPANSION TYPE	NO	12		-		-	-	-
56	PGCIL KHETRI	SUPPLY- CLAMPS & CONNECTORS : 765KV, 50KA FOR 1S, 3150A, ISOLATOR (KNEE TYPE) CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, EXPANSION TYPE	NO	6		-		-	-	-
57	PGCIL KHETRI	SUPPLY- CLAMPS & CONNECTORS : 765KV, 50KA FOR 1S, 3150A, ISOLATOR (KNEE TYPE) CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, RIGID TYPE	NO	16		-		-	-	-
58	PGCIL KHETRI	SUPPLY- CLAMPS & CONNECTORS : 765KV, 50KA FOR 1S, 3150A, ISOLATOR (KNEE TYPE) CONNECTOR SUITABLE FOR QUAD BULL	NO	14		-		-	-	-
59	PGCIL KHETRI	SUPPLY- CLAMPS & CONNECTORS : 765KV, 3150A, CT CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, EXPANSION TYPE	NO	6		-		-	-	-
60	PGCIL KHETRI	SUPPLY- CLAMPS & CONNECTORS : 765KV, 3150A, CT CONNECTOR	NO	6		-		-	-	-

PROJECT:	PGCIL Sikar-II & Khetri
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC

		SUITABLE FOR AL TUBE 4.5 INCH IPS, RIGID TYPE								
61	PGCIL KHETRI	SUPPLY- CLAMPS & CONNECTORS : 765KV, 3150A, CVT CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, EXPANSION TYPE	NO	6		-		-	-	-
62	PGCIL KHETRI	SUPPLY- CLAMPS & CONNECTORS : 765KV, 50KA FOR 1S, LA CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, RIGID TYPE	NO	6		-		-	-	-
63	PGCIL KHETRI	SUPPLY- CLAMPS & CONNECTORS : 765KV, 50KA FOR 1S, 3150A, WT CONNECTOR SUITABLE FOR QUAD BULL	NO	4		-		-	-	-
64	PGCIL KHETRI	SUPPLY- CLAMPS & CONNECTORS : 765KV, 50KA FOR 1S, 3150A, WT CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, RIGID TYPE	NO	4		-		-	-	-
65	PGCIL KHETRI	SUPPLY- CLAMPS & CONNECTORS : 765KV, 50KA FOR 1S, 3150A, BPI CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, RIGID - EXPANSION TYPE	NO	6		-		-	-	-
66	PGCIL KHETRI	SUPPLY- CLAMPS & CONNECTORS : 765KV, 3150A, BPI CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, RIGID/SLIDING THROUGH TYPE	NO	10		-		-	-	-
67	PGCIL KHETRI	SUPPLY- CLAMPS & CONNECTORS : 765KV, 50KA FOR 1S, 3150A, TEE CONNECTOR SUITABLE FOR QUAD BULL TO QUAD BULL	NO	2		-		-	-	-
68	PGCIL KHETRI	SUPPLY- CLAMPS & CONNECTORS : 765KV, 3150A, TEE CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS TO QUAD CONDUCTOR AS PER TS	NO	2		-		-	-	-

PROJECT:	PGCIL Sikar-II & Khetri
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC

69	PGCIL KHETRI	SUPPLY- CLAMPS & CONNECTORS : 765KV, 50KA FOR 1S, 3150A, TEE CONNECTOR SUITABLE FOR HEX ZEBRA TO QUAD BULL	NO	12		-		-	-	-
70	PGCIL KHETRI	SUPPLY- CLAMPS & CONNECTORS : 765KV, 3150A, PARALLEL CONNECTOR SUITABLE FOR 4.5"IPS ALUMINIUM TUBE AND QUAD BULL	NO	10		-		-	-	-
71	PGCIL KHETRI	SUPPLY- CLAMPS & CONNECTORS : 765KV, 1000A, PG CLAMP SUITABLE FOR SINGLE BULL TO SINGLE BULL	NO	120		-		-	-	-
72	PGCIL KHETRI	SUPPLY- CLAMPS & CONNECTORS : 765KV, FLEXIBLE SPACER SUITABLE FOR QUAD BULL	NO	6		-		-	-	-
73	PGCIL KHETRI	SUPPLY- CLAMPS & CONNECTORS : 765KV, RIGID SPACER SUITABLE FOR QUAD BULL	NO	150		-		-	-	-
74	PGCIL KHETRI	SUPPLY- CLAMPS & CONNECTORS : 765KV, WELDING SLEEVE SUITABLE FOR 4.5 INCH IPS AL TUBE	NO	40		-		-	-	-
75	PGCIL KHETRI	SUPPLY- CLAMPS & CONNECTORS : 765KV, CORONA BELL SUITABLE FOR 4.5 INCH IPS AL TUBE	NO	6		-		-	-	-
76	PGCIL KHETRI	SUPPLY- CLAMPS & CONNECTORS : 765KV, END CAP SUITABLE FOR 4.5 INCH IPS AL TUBE	NO	10		-		-	-	-
77	PGCIL KHETRI	CLAMPS & CONNECTORS PG CLAMP FOR SHIELD WIRES OF DIA 10.98MM	NO	10		-		-	-	-
78	PGCIL KHETRI	SUPPLY- CLAMPS & CONNECTORS : STRAIN CLAMP FOR SHIELD WIRE 10.98MM DIA	NO	4		-		-	-	-
79	PGCIL KHETRI	SUPPLY- CLAMPS & CONNECTORS : CLEAT TYPE CLAMPS FOR	NO	96		-		-	-	-

PROJECT:	PGCIL Sikar-II & Khetri
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC

		EARTHING DOWN CONDUCTOR (10.98MM DIA)								
80	PGCIL KHETRI	SUPPLY- CLAMPS & CONNECTORS : PAD TYPE CLAMP FOR CONNECTING 10.98MM DIA. G.I. WIRE ON ONE SIDE AND 75X12MM GS STRIPS ON OTHER SIDE	NO	10		-		-	-	-
81	PGCIL KHETRI	SUPPLY- CLAMPS & CONNECTORS : CLEAT TYPE CLAMPS FOR 75 X 12MM G.S. FLAT FOR EQUIPMENT LATTICE STRUCTURE	NO	400		-		-	-	-
				6159						
					TOTAL =	-		-	-	-
I		TOTAL COST TO BHEL INCLUSIVE GST =								-

Place:

Date :

Signature of the authorized representative of

Bidder's name :.....

Designation:.....

Company Seal:.....

PROJECT:	PGCIL Sikar-II & Khetri
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC

Annexure-V

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH
JUNE, 2020 AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref: 1) GeM Bid Specification No:

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... *(specify the name of the organization here)* has a local content of _____ % and this meets the local content requirement for **'Class-I local supplier' / 'Class-II local supplier'** ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. _____ 2. _____

3. _____ 4. _____

...

Thanking you,

Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

**** - Strike out whichever is not applicable.**

PROJECT:	PGCIL Sikar-II & Khetri
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC

Note:

1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

PROJECT:	PGCIL Sikar-II & Khetri
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC

Annexure-VI

CERTIFICATE OF NO DEVIATION

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Subject: **No Deviation Certificate**

Ref: 1) GeM Bid No:
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred GeM Bid.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)

Date:

Place:

PROJECT:	PGCIL Sikar-II & Khetri
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC

Annexure-VII

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) GeM Bid Specification No:

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/ Director(s) employed in BHEL-

Tick (✓) any one as applicable:

1. The Proprieter, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprieter, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

- i.**
- ii.**

**(Signature, Date & Seal of Authorized
Signatory of the Bidder)**

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

PROJECT:	PGCIL Sikar-II & Khetri
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC

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 or 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 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.

PROJECT:	PGCIL Sikar-II & Khetri
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC

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 GoI has extended lines of credit or in which the GoI is engaged in development projects.

* List of countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (<https://www.mea.gov.in/>)

PROJECT:	PGCIL Sikar-II & Khetri
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC

Annexure-IX

DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017
(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)

To,

(Sh. Gaurav Agarwal

5th floor, BHEL Sadan, Film city, Noida Sector-16A)

Dear Sir,

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

Ref: 1) GeM Bid Specification No:
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that _____ **(SPECIFY THE NAME OF THE ORGANIZATION HERE)**, is not from such a country/ has been registered with the Competent Authority (*attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT).*

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,

Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

PROJECT:	PGCIL Sikar-II & Khetri
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

PROJECT:	PGCIL Sikar-II & Khetri
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC

Annexure-X

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-to-day 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

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

PROJECT:	PGCIL Sikar-II & Khetri
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC

Annexure-XI

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:.....

PROJECT:	PGCIL Sikar-II & Khetri
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC

Annexure-XII

UNDERTAKING

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Sh. Gaurav Agarwal

5th floor, BHEL Sadan, Film city, Noida Sector-16A)

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: GeM Bid Specification No: _____

I/We, _____ declare that,
I/We am/are not admitted under insolvency resolution process or liquidation under Insolvency and Bankruptcy Code, 2016, as amended from time to time or under any other law as on date, by NCLT or any adjudicating authority/authorities.

**Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)**

Place:

Date:

PROJECT:	PGCIL Sikar-II & Khetri
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC

Annexure-XIII

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

----- To,

(Sh. Gaurav Agarwal

5th floor, BHEL Sadan, Film city, Noida Sector-16A)

Dear Sir,

Sub: **Declaration by Authorised Signatory**

Ref: 1) GeM Bid Specification No:

2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Enclosed: Power of Attorney

PROJECT:	PGCIL Sikar-II & Khetri
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC

Annexure-XIV

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Sh. Gaurav Agarwal

5th floor, BHEL Sadan, Film city, Noida Sector-16A)

Dear Sir,

Sub : **Declaration by Authorised Signatory regarding Authenticity of submitted documents.**

Ref : 1) GeM Bid No. & Date:

2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of “Qualifying Requirements” are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded contract) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

**(Signature, Date & Seal of Authorized
Signatory of the Bidder)**

Date:

Annexure-XV

PROJECT:	PGCIL Sikar-II & Khetri
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC

NON-DISCLOSURE CERTIFICATE

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

I/We understand that BHEL <TBG> is committed to Information Security Management System as per their Information Security Policy.

Hence,

I/We

M/s

.....
who are submitting offer for providing services to BHEL <TBG> against GeM Bid

No..... hereby undertake to comply with the following in line with Information Security Policy of <BHEL-TBG>.

- ☐ To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- ☐ The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL <TBG>.

**(Signature, date & seal of Authorized
Signatory of the bidder)**

Date:

PROJECT:	PGCIL Sikar-II & Khetri
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC

POWER OF ATTORNEY for SUBMISSION OF TENDER

(To be typed on non-judicial stamp paper of minimum Rs. 100/- and Notarized)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr. , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Central Procurement Cell (CPC), in connection with.....vide GeM Bid

No: _____, dated _____.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF, the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr. (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

PROJECT:	PGCIL Sikar-II & Khetri
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC

ANNEXURE-XVIII

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	Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ boxes	1 Original + 2 Copy	2. Consignee address: BHEL C/o followed by site address				
			2. In case of material purchased from sub vendor, Consignee address Vendor's name C/o BHEL C/o site address				

PROJECT:		PGCIL Sikar-II & Khetri					
ITEM:		Clamps-Connectors					
SUBJECT:		Bid Specific ATC					
			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				
			2. Date of receipt of material				

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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				
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	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				
*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
					Date:	Date:	Date:

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Annexure- XIX

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at_____ hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated valued at Rs..... (Rupees -----)/FC.....(in words.....) for (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank 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 any sum or sums upto a maximum amount of Rs ----- (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

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 Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, 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 Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the 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.

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WeBANK 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 Vendor / 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 Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / 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 Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities.

This Guarantee shall remain in force upto and including..... 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 Vendor / 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 thewe shall be discharged from all liabilities under this guarantee thereafter.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee.

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.....

b) This Guarantee shall be valid up to

c) Unless the Bank is served a written claim or demand on or before _____ 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.

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

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

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

3 DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

4 CONTRACT VALUE

5 PROJECT/SUPPLY DETAILS

6 BG AMOUNT IN FIGURES AND WORDS

7 VALIDITY DATE

8 DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Suppliers/vendors are advised that expiry of claim period may be kept 3-6 months after validity date.

2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

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Annexure- XX

LIST OF CONSORTIUM BANK FOR BANK GUARANTEE

Sl. No.	NAME OF THE BANK
1	State Bank of India
2	Canara Bank
3	IDBI Bank Limited
4	ICICI Bank Limited
5	HDFC Bank Limited
6	Axis Bank
7	IndusInd Bank Limited
8	Bank of Baroda
9	Exim Bank
10	Indian Bank
11	Punjab National Bank
12	Union Bank of India
13	Yes Bank Limited
14	RBL Bank Ltd.
15	Standard Chartered Bank
16	Indian Overseas Bank
17	Kotak Mahindra Bank Limited
18	Federal Bank Limited
19	Hongkong and Shanghai Banking Corporation Ltd

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Annexure-XXI

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.

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Annexure-XXII

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

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