

## Bid Corrigendum

GEM/2026/B/7457067-C8

Following terms and conditions supersede all existing “Buyer added Bid Specific Terms and conditions” given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

### Buyer Added Bid Specific Additional Terms and Conditions

1. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.
2. Buyer uploaded ATC document [Click here to view the file](#).

### Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.

9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

\*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

This Bid is also governed by the General Terms and Conditions

<b>PROJECT</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>ITEM</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

<b>1.</b>	<b>BHEL Contact (Technical):</b> For any <b>technical clarification</b> , please contact Mr. Amit Shrivastav, Sr. Manager (TBEM). Contact No. 0120-2218924; e-mail: <a href="mailto:amits@bhel.in">amits@bhel.in</a>						
<b>2.</b>	<b>BHEL Contact (Commercial):</b> For any <b>commercial clarification</b> , please contact Mr. Deep Shekhar Dewangan, Manager (TBMM). Contact No. 0120-2218832; e-mail: <a href="mailto:dsdewangan@bhel.in">dsdewangan@bhel.in</a>						
<b>3.</b>	<b>Terms of Payment: [ATC payment terms shall supersede the GeM payment terms]</b> <b>[A] Payment for Supply</b> 100% of payment along with 100% GST & F&I shall be made within 45 days for MSE (Micro & Small Enterprises) / within 60 days for Medium Enterprises / within 90 days for non MSME suppliers from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows: <ul style="list-style-type: none"> <li>• LR / GR duly endorsed by BHEL</li> <li>• CRAC (consignee receipt-cum-acceptance certificate) / MRC</li> <li>• GST Compliant Tax Invoice</li> <li>• Packing List (Case-wise)</li> <li>• Copy of Transit Insurance Certificate from underwriters.</li> <li>• Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management</li> <li>• Guarantee Certificate</li> <li>• Performance Security</li> </ul> <b>Note:</b> <ul style="list-style-type: none"> <li>• Bills shall be submitted to BHEL TBG Noida office for processing along with billing checklist.</li> <li>• It should be ensured that Tax Invoice complies with statutory requirements under GST law to enable BHEL to avail Input Tax Credit.</li> <li>• Payment of GST component shall be made only if vendor has deposited the Tax and credit for the same is reflected in GSTN (GST Network).</li> <li>• Copy of GST Registration Certificate(s) shall be also be attached with Tax Invoice.</li> </ul>						
<b>4.</b>	<b>Terms of Delivery:</b> Ex-Works basis including P&F (Packing & Forwarding). F&I (Freight & Insurance) up to site is in the scope of bidder. LR / GR date or invoice date (whichever is later) shall be considered as delivery date.						
<b>5.</b>	<b>Delivery Requirement:</b> <table border="1" data-bbox="277 1543 1430 1650"> <thead> <tr> <th>Project</th> <th>Description</th> <th>Delivery required by-</th> </tr> </thead> <tbody> <tr> <td>PGCIL HVDC Nagpur</td> <td>Supply of 33/0.433kV, 1250kVA LT Transformers</td> <td>As per attached Activity schedule at [Annexure-II].</td> </tr> </tbody> </table> <p>Vendor to dispatch the material as per delivery plan mentioned in ACTIVITY SCHEDULE (attached) to meet the project requirement. Vendor to ensure supply/delivery of goods in time.</p> <p>In case, BHEL's delivery requirement is not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in line with BHEL's delivery requirement. However, if vendor fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such vendor(s).</p>	Project	Description	Delivery required by-	PGCIL HVDC Nagpur	Supply of 33/0.433kV, 1250kVA LT Transformers	As per attached Activity schedule at [Annexure-II].
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	The delivery conditions specified are for the contractual LD purpose. However, BHEL may ask for the early delivery without any compensation. Note: LR / GR date or invoice date (whichever is later) shall be considered as delivery date.
<b>6.</b>	<b>Prices:</b> The quoted prices shall be on <b>PVC basis</b> .  <b>6.1 Price Variation Clause (PVC):</b> Prices shall be on PVC basis as per attached IEEMA Formula ( <b>Annexure- XVIII</b> ) for LT transformer (33kV, upto 2500kVA rating) with <b>ceiling of <math>\pm 30\%</math></b> . The base indices in the formula shall be of first notification of IEEMA of the Month, <b>one Month prior to Initial (i.e. First) Scheduled Techno – Commercial Bid opening</b> . The date of delivery (for the purpose of PV calculation only) shall be PO delivery date or Date of actual dispatch, whichever is earlier. However, for any delayed delivery, price variation payable to vendor shall be lowest of the values calculated as per Contractual delivery date and Actual delivery date. Documentary evidence for price variation is required to be submitted along with claim. Even in case of extension in Techno Commercial Bid Opening date, base indices of first notification of IEEMA of the Month, one Month prior to Initial (i.e. First) Scheduled Techno – Commercial Bid opening shall be applicable.  <b>6.2</b> The prices shall be on INR basis.  <b>6.3</b> The prices are to be quoted on FOR (Site / Destination) basis including GST. The break-up of prices shall be as under: <b>a) Ex-works Price:</b> Ex-works price including packing & forwarding charges. <b>b) Freight &amp; Insurance:</b> Freight and Transit Insurance for door delivery up to destination/store is in scope of bidder. Freight & insurance charges to be quoted inclusive in Quoted Price. <b>c) GST:</b> GST on Ex-works and F&I to be quoted inclusive in Quoted Price.  <b>6.4</b> GST rates along with HSN/SAC code as applicable on Sr No (a) & (b) above is to be mentioned separately in percentage in un-priced bid. <b>Note:</b> (i) Unloading at Site / Destination shall be in BHEL's scope. (ii) Prices in respect of Sr No (a) & (b) of Clause 6.3 above are to be quoted inclusive of all taxes & Duties, charges, Levies, royalty etc. if any, excluding GST.
<b>7.</b>	<b>Reverse Auction:</b> Not applicable
<b>8.</b>	<b>Liquidated Damage for delayed Delivery:</b> Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor 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, until actual delivery or performance, as pre-estimated damages not exceeding 5% of the total contract value without any

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	<p>controversy/dispute of any sort whatsoever. However, in case of inordinate delay maximum deduction shall be 10% of the total contract value. However, Liquidated Damage on delayed delivery shall be calculated input wise.</p> <p>Note: Inexcusable delays of more than one-fourth (25%) of the completion period specified in the contract shall be treated as inordinate delay(s).</p>
<b>9.</b>	<b>Specification:</b>
	Technical Specification Nos. TB-437-316-120, Rev 00 is applicable. No permissible Technical Deviation has been envisaged. Bidders to quote as per Technical Specifications.
<b>10.</b>	<b>Technical Pre-Qualification Requirement:</b>
	Technical pre-qualifying requirement shall be as per <b>Annexure-I</b> .
<b>11.</b>	<b>Manufacturing Quality Plan (MQP):</b>
	Inspection shall be carried out as per Customer's approved Quality Plan.
<b>12.</b>	<b>Destination/ Delivery Location:</b>
	<p>POWERGRID West Central Transmission Limited.</p> <p>±800kV, 6000MW, HVDC Terminal</p> <p>Post : Bhosa</p> <p>Tehsil- Samudrapur, Hinganghat</p> <p>Dist- Wardha</p>
<b>13.</b>	<b>Guarantee Clause:</b>
	<p>The contractor shall guarantee that the equipment being supplied under this contract shall be new and of first quality workmanship and equipment / material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design &amp; engineering, material, workmanship &amp; manufacture and in full conformity with the Purchase Order / Contract, Technical Specifications &amp; approved drawings / data sheets, if any, for 18 months from the date of last delivery OR Twenty-four (24) months from the date of Taking Over/Completion of Facilities*, whichever is later.</p> <p>*Taking over / Completion of facility: For purpose of guarantee, date of taking over/ completion of facilities is fixed as 22.03.2029.</p> <p>The defective equipment/ material/ component shall be replaced free of cost at site. Freight &amp; Insurance during transit shall also be in the scope of the supplier/ contractor. Any expenditure for dismantling and re-erection of the replaced equipment/ material/ component shall be to supplier's/ contractor's account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days from the date of reporting the defect/ rejection, etc</p> <p>In the event of the supplier / contractor failing to replace the defective equipment / material / component within the time period mentioned above, the same shall be considered as breach of the contract and BHEL may proceed as per provision mentioned in this NIT without prejudice to any other rights under the contract.</p>
<b>14.</b>	<b>Bid Security / Earnest Money Deposit (EMD) – NIL</b>
<b>15.</b>	<b>Performance Security-</b>
	<p>Performance security of 05% of GeM contract value shall be submitted by the vendor within 30 days from the date of award of PO.</p> <p><b>(A) Modes of deposit:</b></p> <p>Performance security may be furnished in the following forms:</p>

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- (i) 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

- (ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantee shall be submitted as per BHEL format.
- (iii) 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).
- (iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of vendor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL).
- (v) Insurance Surety Bond.

**Important Notes:**

- (1) 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.
- (2) 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.
- (3) 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.
- (4) The Performance Security shall not carry any interest.
- (5) Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in Purchase Order value up to  $\pm 10\%$ . Beyond this variation of  $\pm 10\%$ , the Supplier shall arrange to enhance or may reduce the value of the Bank Guarantee accordingly for the total variation promptly.

**(B) 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.

**Important Notes:**

- (1) 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.
- (2) 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.

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<b>ITEM</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
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	<p>(3) 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.</p> <p>(4) The Performance Security shall not carry any interest.</p> <p>(5) Value of the Bank Guarantee shall remain unchanged for any subsequent variations in Purchase Order value up to <math>\pm 30\%</math>. Beyond this variation of <math>\pm 30\%</math>, the Supplier shall arrange to enhance or may reduce the value of the Bank Guarantee accordingly for the total variation promptly.</p> <p>(6) The Bank Guarantee shall be from any bank as per Annexure-XIV for List of Banks. The original BG should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida.</p> <p>(7) Extension of validity of the BG in original, as per above clause, should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida at least 45 days before expiry of validity of the BG.</p> <p>(8) Non-submission BG / Deposit, as applicable, shall be considered as breach of contract as per terms of the NIT and BHEL reserves the right to impose Suspension of Business Dealings with the Supplier / Contractor.</p> <p>Vendor to ensure submission of Certificate of Final Documentation /Confirmation regarding Non-applicability of Final Documentation, as the case may be, as referred in clause No. 9 regarding Final Documentation. BG shall be released only after submission of the same to BHEL TBMM.</p>
<b>16.</b>	<b>Acceptance of Offer:</b>
	<p>Bidder's offer will be considered for evaluation based on PQR, Technical and other commercial documents submitted along with bid.</p> <p>Bidder's offer will be acceptable subject to final acceptance of bidder by ultimate customer as approved supplier. In case of vendor not in approved vendor list of PGCIL for the product category, Bidder is required to submit the credentials/documents as per Annexure-XII for vendor approval along with Bid.</p> <p>Bidder is liable for rejection if fails to submit the document. Any other document required by customer at the time of vendor approval shall be communicated accordingly. Please note that, Additional document apart from annexure-XII can be demanded for arranging customer approval.</p>
<b>17.</b>	<b>Make in India:</b>
	<p>For this procurement, the local content to categorize a supplier as Class-I local supplier/ Class-II local supplier/ Non-local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 Dtd. 04.06.2020, issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT.</p> <p>"Bidder to specify the percentage of local content as per the format of self-declaration for local content" as per Annexure-V.</p> <p><b>The minimum local content to qualify as a Class-I local supplier is 60%.</b></p> <p>"This tender is not a global tender and only Class-I suppliers as defined under the DPIIT Order No. P-45021/2/2017-PP (BE-II) Dtd. 04.06.2020 and subsequent orders are eligible to bid in this tender. Bids received from Class II &amp; Non-local supplier shall be rejected."</p>
<b>18.</b>	<b>Compliance to GOI order for restrictions under Rule 144 (xi) of General Financial Rules (GFRS), 2017:</b>
	Refer clause at <b>Annexure-VI</b> and Certification at <b>Annexure-VII/ Annexure-VIII</b> (whichever is applicable) regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017. Bidder to comply the

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	clause and submit the certification. Non-compliance/ Non-submission of certification will lead to rejection of Offer.
<b>19.</b>	<b>MoP Circular (Annexure-IX &amp; X):</b>
	Bidder to comply the MOP circular dated 02-07-2020 ( <b>Annexure-IX</b> ) and its subsequent amendment, if any, in prescribed format ( <b>Annexure-X</b> ). Non-compliance/ Non-submission will lead to rejection of Offer ( <b>Not Applicable for cases where local content is 100%</b> ).
<b>20.</b>	<b>Variation in Contract Value and Quantities:</b>
	BHEL shall have the right to variation in quantities of items within +/- 25% of the total Purchase Order / Contract value at the time of placement of PO or award of Contract on overall basis for all amendments together within two years from the date of original Purchase Order. The purchaser shall have the right to increase or decrease quantity and scope up to the above extent of value and seller/contractor shall be bound to accept the same at the contracted prices without any escalation.
<b>21.</b>	<b>Unpriced Bid:</b>
	Vendor to furnish unpriced bid mentioning "Quoted" against each BOQ line item and % of GST quoted in tender as per <b>Annexure-IV</b> .
<b>22.</b>	<b>Details of Bidder:</b>
	Bidder to submit their complete contact information details as per <b>Annexure-XV</b> .
<b>23.</b>	<b>Evaluation Criteria:</b>
	Evaluation shall be done on total cost to BHEL basis.
<b>24.</b>	<b>Deviations:</b>
	a) Technical Deviation: No Technical Deviation is envisaged. b) Commercial Deviation: No Commercial Deviation is envisaged.
<b>25.</b>	<b>Breach of contract, remedies and termination</b>
	<p><b>(A) Breach of contract and Termination:</b> Following conditions shall be considered as breach of contract:</p> <ol style="list-style-type: none"> <li>Non-supply of material/ non-completion of work by the vendor within scheduled delivery/ completion period as per contract or as extended from time to time.</li> <li>The vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.</li> <li>The vendor delivers equipment/ material not of the contracted quality.</li> <li>The vendor fails to replace the defective equipment/ material/ component as per guarantee clause.</li> <li>Withdrawal from or abandonment of the work by the vendor before completion as per contract.</li> <li>Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</li> <li>Non-compliance to any contractual condition or any other default attributable to Contractor/ Vendor.</li> <li>Termination of Contract on account of any other reason(s) attributable to Vendor.</li> </ol> <p>In case of breach of contract, BHEL reserve the right to terminate the Purchase Order/ Contract either in whole or in part thereof without compensation to the vendor.</p> <p><b>(B) Remedies for breach of contract:</b> In case of Breach of Contract, BHEL shall recover 10% amount of the contract value from the vendor in following manners:</p> <ol style="list-style-type: none"> <li>Forfeiture/ encashment of Security instruments (Performance security, EMD etc.) available against the said contract.</li> </ol>

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	<p>(ii) In case the value of security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the vendor, retention amount etc. with BHEL TBG or any other units of BHEL.</p> <p>(iii) Demand notice for deposit of balance recovery amount shall sent to the vendor, if security instruments or financial remedies are insufficient to affect the complete recovery.</p> <p>(iv) In case recovery is not possible from security instruments or from financial remedies mentioned above, legal remedies shall be pursued.</p> <p><b>Important Notes:</b></p> <p>(1) The balance scope shall be got done independently without Risk &amp; Cost of the failed vendor.</p> <p>(2) Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p>
<b>26.</b>	<b>Liquidated Damage in case of termination of contract:</b>
	<p>In case of termination of contract, LD shall be calculated as below: LD against delay in executed Work/ Supply shall be calculated in line with LD clause of the contract for the delay attributable to supplier. For this purpose, contract value shall be taken as Executed Value of work/supply for the purpose of limiting maximum LD value.</p> <p>Method for calculation of "LD against delay in executed Work/ supply" is given below:</p> <p>a) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier = T1</p> <p>b) Let the value of executed work/ supply till the time of termination of contract = X</p> <p>c) Let the Total Executable Value of work/ supply for which inputs/ fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y</p> <p>d) Delay in executed work/ supply attributable to contractor/ supplier i.e. <math>T2 = [1-(X/Y)] \times T1</math></p> <p>e) LD shall be calculated in line with LD clause of the Contract for the delay attributable to supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier.</p> <p><b>Note: In case portion of service/ supply is withdrawn, no LD shall be applicable for portion of service/ supply withdrawn.</b></p>
<b>27.</b>	<b>RXIL (TReDS) Platform:</b>
	<p>Payment shall be made in the following modes:</p> <ul style="list-style-type: none"> <li>• For all vendors: Directly to the Supplier / Contractor by BHEL through NEFT / RTGS and through LC.</li> <li>• For MSME vendors, in addition to above payment mode, the payment may be done through TReDS platform- (1) RXIL (2) M1 xchange and (3) Invoicemart</li> </ul>
<b>28</b>	<b>Settlement of Dispute</b>
	<p>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.</p> <p>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</p>

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<b>ITEM</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

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 28.1.

**28.1 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 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](http://www.bhel.com))).

**28.2 Arbitration:**

**28.2.1** 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 28.1 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 "IIAC" (India International Arbitration Centre) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

**28.2.2** 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 Unit, BHEL, executing the 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.

**28.2.3** 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 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.

**28.2.4** The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

**28.2.5** The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be New Delhi.

**28.2.6** 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 New Delhi.

**28.2.7** 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.

**28.2.8** 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.

**28.2.9** 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

<b>PROJECT</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>ITEM</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

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.

**28.2.10** 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 22.2.9. 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.

**28.3 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.

**29 MICRO & SMALL ENTERPRISES (MSE)**

Any bidder falling under MSE category shall submit Udyam Registration certificate along with their techno-commercial offer.

Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ST & Women Owned)
Micro			
Small			

Note:

- If the bidder does not furnish the Udyam Registration certificate for MSE category, offer shall be processed construing that the bidder is not falling under MSE category.
- Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.
- 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 Udyam Registration certificate along with the offer.
- Bidder to select purchase preference in GeM Portal to avail MSE purchase preference for this enquiry.

No purchase preference shall be applicable for this enquiry if MSE purchase preference is not selected by the bidder in GeM Portal.

**30 Suspension of Business dealings with Suppliers**

BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

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](http://www.bhel.com).

<b>PROJECT</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>ITEM</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

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 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](http://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](http://www.bhel.com/vender_registration/vender.php)

**31 Validity of Purchase Orders**

The purchase order(s) shall be valid for two years from date of PO.

**32 Integrity Pact- Not applicable**

Bidders shall have to enter into Integrity Pact with BHEL, duly signed with seal in original, if specified in NIT / RFQ failing which bidder's offer shall be liable for rejection.

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner.

Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl.	IEM	Email
1	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in
2	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in
3	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

(1) Name: Mr. Deep Shekhar Dewangan Deptt: TBMM Address: BHEL Noida Phone: 0120 2218832 Email: dsdewangan@bhel.in	(2) Name: Mr. Nandlal Verma Deptt: TBMM Address: BHEL Noida Phone: 0120 2218836 Email: nverma@bhel.in
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**33 Consequential Loss:**

<b>PROJECT</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>ITEM</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

	Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever arising out of or in connection with this contract.
<b>34</b>	<b>Limitation of Liability:</b> Notwithstanding anything to the contrary in this Contract or LOA or Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever, arising out of or in connection with this contract.  This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.
<b>35</b>	<b>Bidder to submit sealed and signed copy of the following while uploading bid in GeM portal:</b> <ul style="list-style-type: none"> <li>• Bid Specific ATC: This document.</li> <li>• Annexure-I: Technical Pre-Qualification Requirement along with supporting documents.</li> <li>• Annexure-II: Activity Schedule</li> <li>• Annexure-III: Check list for Bill</li> <li>• Annexure-IV: Un-price bid</li> <li>• Annexure-V: Local Content Self-Certification</li> <li>• Annexure-VI: Circular of General Financial Rules (GFRs), 2017</li> <li>• Annexure-VII: Compliance to Government of India Order OM NO.6/18/2019-PPD Dtd. 23.07.2020 regarding restrictions under rule 144 (xi) of the General Financial Rules (GFRs), 2017</li> <li>• Annexure-VIII: Compliance to Government of India Order OM NO.6/18/2019-PPD Dtd. 23.07.2020 regarding restrictions under rule 144 (xi) of the General Financial Rules (GFRs), 2017</li> <li>• Annexure-IX: MOP Circular</li> <li>• Annexure-X: MOP-Vendor Compliance Format</li> <li>• Annexure-XI-Implementation of Integrity Pact IP in BHEL</li> <li>• Annexure-XII-Format for vendor approval</li> <li>• Annexure-XIII-Format of Security cum Performance BG</li> <li>• Annexure-XIV-List of Banks for the Submission of Security cum Performance Bank Guarantee</li> <li>• Annexure-XV-Contact details of bidder</li> <li>• Annexure-XVI-Sch of Technical Dev</li> <li>• Annexure-XVII-Sch of Commercial Dev</li> <li>• Annexure-XVIII- PV formula</li> <li>• MRC-Format</li> <li>• Inspection call format</li> </ul> <b>Note: In case of non-receipt of above documents, the bidder is liable for rejection.</b>
<b>35.</b>	<b>All other terms &amp; conditions shall be as per GTC of GeM.</b>

Signature of the authorized representative of

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

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

<b>PROJECT</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>ITEM</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

### **CORRIGENDUM-3**

Following clarification/Amendment may please be noted:

#### **Amendment**

<b>S. No</b>	<b>Tender Specification requirement</b>	<b>Amendment</b>
1	<p><b>As per Clause No.2.3.1: General</b> 3) Paint shade of the transformer shall be conforming to <b>RAL 7042</b>.</p> <p><b>As per Clause No.12.3.4:</b> The exterior and interior color of the paint in case of new substations shall preferably be <b>RAL 7032</b> for all equipment.</p>	<p>Paint shade of the transformer shall be conforming to <b>RAL 7032</b>.</p>
2	<p><b>Clause No.2.3.2: Requirements</b></p> <p>Each transformer shall be provided on HV side with off circuit tap changing switch (tap range of +/-5% in steps of 2.5%)</p>	<p>Each transformer shall be provided on HV side with off circuit tap changing switch (Tap range of +5% to -10% in steps of 2.5% on HV side.)</p>
3		<p><b>New clause added to Clause No.1.5: Specific Technical Specification</b></p> <p>19) Rated Short Circuit Current:- 25kA for 3sec</p>

Note:

- (a) Above amendment shall supersede the earlier corresponding clause of Technical Specification.
- (b) Bidders are requested to quote considering this corrigendum and Bid Specific ATC.
- (c) Bidders are requested to submit the copy of Corrigendum no. -03 duly signed & stamped by their authorized signatory and submit along with their Technical bid.
- (d) All other terms & conditions of the Bid specific ATC shall remain unchanged.

For and on behalf of BHEL

Deep Shekhar Dewangan  
Manager, Material Management  
BHEL TBG Noida

<b>PROJECT:</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>ITEM:</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>ENQUIRY No.</b>	

## ANNEXURE-I

### TECHNICAL PRE-QUALIFYING CRITERIA

#### TECHNICAL PRE-QUALIFICATION REQUIREMENT

Name of Project	: ± 800 kV, 6000MW HVDC terminals at Khavda Pooling Station-2 (KPS2) (HVDC) & Nagpur (HVDC)
Name of Customer	: POWERGRID WEST CENTRAL TRANSMISSION LIMITED
Name of Consultant	: POWERGRID
Name of Item	: LT TRANSFORMER - For 33kV, 1250kVA

#### TECHNICAL PRE-QUALIFICATION REQUIREMENT FOR LT TRANSFORMER 33kV, 1250 kVA

- i) The bidder, must have designed, manufactured, type tested (including short circuit test) as per IEC/IS and supplied transformer of at least 33kV Class of 315kVA or higher. The transformer must have been in satisfactory operation\* for at least two (2) years as on the date of NOA ie 22.11.2024. Also, bidder must have designed, manufactured & type tested including short circuit test as per IEC/IS of similar design of transformer as per IEC-60076-5 criteria. [Refer Note below]
- ii) Alternatively, the bidder who has established manufacturing and testing facilities in India and not meeting the requirement stipulated in (i) above, can also be considered provided that bidder, must have designed, manufactured, type tested (including short circuit test) as per IEC/IS and supplied transformer of at least 33kV Class of 315kV or higher in above Indian works. Also, bidder must have designed, manufactured & type tested including short circuit test as per IEC/IS of similar design of transformer as per IEC-60076-5 criteria. [Refer Note below].

Note: In case manufacturer meets the technical requirement through clause (ii) above, warranty obligations for additional warranty of two (2) years over & above the warranty period as specified in the bidding documents shall be applicable for the entire quantity of the offered equipment to be supplied under the contract.

#: **satisfactory operation** means certificate issued by the Employer/Utility certifying the operation without any adverse remark.

<b>SUPPORTING DOCUMENTS TO BE ATTACHED</b>		
<i>(As applicable as per PQ requirement)</i>		
<b>Sr</b>	<b>Required Criteria</b>	<b>Supporting Documents to be submitted by bidder along with technical bid</b>
<b>For 315kV or Higher rating</b>		
1	Manufacturing	Approved Drawings / GTP / Approved Quality Plan / Factory Inspection Test Report etc
2	Supply	PO / Dispatch clearance / LR / Material Receipt certificate at site / installation or commissioning certificate etc
3	Type Test	TTR approval from customer / Type Test Report etc.
4	Successful operation	Satisfactory operation means certificate issued by the Employer/Utility certifying the operation without any adverse remark.

<b>PROJECT:</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>ITEM:</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>ENQUIRY No.</b>	

**Notes (General points):**

<b>1</b>	<b>Definition of Similar design of Transformer</b>	
1	<b>Similar Design criteria As per IEC-60076-5</b>	<p><u>Following parameters in general shall be ensured for establishment of similar design as per IEC 60076, Part-V.</u></p> <p>a) Same Voltage ratio, KVA rating, vector group &amp; impedance.</p> <p>b) Same conceptual design of core and winding.</p> <p>c) Same arrangement and geometrical sequence of the main windings.</p> <p>d) Same type of winding conductors with proper covering.</p> <p>e) Same type of internal clearances, core, winding dimension.</p> <p>f) Same type of main windings.</p> <p>g) Absorbed power at short circuit (i.e. rated power/per unit short circuit impedance) between 30% and 130% of that relating to the reference transformer.</p> <p>h) Same manufacturing process.</p> <p>i) Same Clamping and winding support arrangement.</p>

2. BHEL/Powergrid interpretation for QR evaluation shall be final.
3. Consideration of offer shall be subject to Powergrid's approval of bidder, if applicable.
4. Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self- attested English translated document should also be submitted.
5. Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.
6. After satisfactory fulfilment of all the above criteria / requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender.

Signature of the authorized representative of

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

<b>Project</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>Item</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>Enquiry No.</b>	

**Annexure-II**  
**Activity Schedule [HVDC- Nagpur]**

<b>SN</b>	<b>ACTIVITY</b>	<b>ACTIVITY TIME [ in weeks ]</b>	<b>REMARKS</b>
1.	Inputs to vendor from BHEL after issue of PO	1	BHEL SCOPE
2.	Submission of Documents necessary for getting manufacturing clearance like Drawings, Data sheet, MQP etc.	2	SUPPLIER SCOPE
3.	Review and Approval of documents from BHEL/Customer and issue of manufacturing clearance.	2	BHEL SCOPE
4.	Manufacturing time and raising of Inspection Call	23	SUPPLIER SCOPE
5.	BHEL/Customer Inspection & Dispatch Clearance	2	BHEL SCOPE
6.	Dispatch	2	SUPPLIER SCOPE
<b>Activity Time for supply:</b>		<b>32 Weeks</b>	

<b>Note:</b>	<p>1. Supplier must ensure the completeness and correctness of the requisite drawings/documents before submission for approval.</p> <p>2. Supplier to ensure every revised drawing/ document submission incorporating comments within 1 weeks from the date of comments by BHEL, else vendor delay shall be deducted from manufacturing time.</p> <p>3. Inspection call should be raised Two (02) weeks in advance before inspection date. Inspection call should be given in the prescribed format only (enclosed). Inspection calls not in the prescribed format shall not be entertained.</p> <p>4. Delay in activity pertaining to BHEL, not attributable to vendor, as listed above shall be added, if required in case of time extension and Delivery date will be re-fixed accordingly based on bidder's request &amp; delay analysis.</p>
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Signature of the authorized representative

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

<b>Project</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>Item</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>Enquiry No.</b>	

**Annexure-III**

**CHECKLIST FOR SUPPLY BILLS**

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

<b>Project</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>Item</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>Enquiry No.</b>	

			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				
			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				

<b>Project</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>Item</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>Enquiry No.</b>	

			2. Bill can be processed only after receipt of BG confirmation directly from bank				
			3. It should be in the name of BHEL, TBG Noida with registered office address Siri Fort, New Delhi				
			4. It should be in prescribed format				
			5. BG value and validity plus claim period should be minimum as specified in PO/ RC. Please check before supply. If BG extension is required please arrange the same				
			6. Vendor's name address should be same as per PO				
			7. PO No./ RC No. and Date should be correct				
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				

<b>Project</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>Item</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>Enquiry No.</b>	

9	Material Receipt Certificate		1. LR No. and Date, Invoice No. and Date, Vehicle No. and Date, Site Name and address are mentioned				
			2. Date of receipt of material				
			3. Item description and quantity are same as per Invoice/ Packing List				
			4. It is signed and stamped by Site Executive				
			5. In case of any shortages/ damages/ adverse remark, clarification is needed				
10	Other Documents		To be seen as per specific requirement of PO				
<b>To be filled by BHEL-MM only</b>							
11	Date of Submission of Last Billing Document		Date to be mentioned		<b>Not to be filled by Vendor</b>		
12	LD Calculation, if applicable, as per PO		Calculation Sheet of LD due to delay in delivery is attached				
13	Received LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes	1 Copy	Damages, if any mentioned in the Received LR have been accounted for. Withheld amount, if any_____				
14	Packing List - showing number of packages and gross weight & net weight (if applicable)	1 Original	If Packing List does not match with Purchase order (with reference to Sl. No. 4 above), Engineering/ MM acceptance as to the completeness is enclosed				
15	PO copy	1 Copy	PO copy with original seal and signature is attached along with amendment, if any				
16	DAN	1 Copy	Relevant DANs are attached duly signed by MM representative				
<b>*Note:</b>	<b>Every field to be ticked. If some document is not applicable, same should be mentioned. All Pages to be numbered upward from the bottom page</b>						
	Invoice Control No.				Vendor Signature	MM Signature	Finance Signature
					Date:	Date:	Date:

**Annexure-IV**  
**UN-PRICED BID**

Tender Inviting Authority: BHEL, TBG Noida  
TENDER DESCRIPTION: SUPPLY OF 33/0.433 KV, 1250KVA , 3-PHASE LT TRANSFORMER FOR POWERGRID HVDC-NAGPUR PROJECT.  
Enquiry/NIT No:

Name of the Bidder/ Bidding Firm / Company :

**PRICE SCHEDULE (BoQ is applicable only for Indian Bidders)**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

Sl. No.	Item Description	Quantity	Units	Material Code	Unit Ex-Works RATE In Figures To be entered by the Bidder in Rs. P	GST on Ex-Works (in Percentage)	GST Amount (Unit Rate*Quantity) Rs. P	Unit Freight & Insurance Charges in Rs. P	GST on F&I (in Percentage)	GST Amount on F&I (Unit Rate*Quantity*GST) Rs. P	HSN / SAC Code	TOTAL AMOUNT With Taxes	TOTAL Ex-Works + F & I AMOUNT including GST in Rs. P	
1	SUPPLY- TRANSFORMER : 33/0.433 KV, 1250KVA , 3-PHASE LT TRANSFORMER AS PER SPECIFICATION	2	4	5	6	7	8	9	10	11	12	13	14	15
1		2	NO	TB944000335 1	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED
	<b>Total</b>											QUOTED	QUOTED	QUOTED

<b>Project</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>Item</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>Enquiry No.</b>	

**Annexure-V**  
**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH**  
**LATEST PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DTD. 04<sup>TH</sup> JUNE, 2020**  
**AND SUBSEQUENT ORDER(S)**

<b>ENQUIRY</b>	
<b>PROJECT</b>	
<b>ITEM</b>	
<b>PERCENTAGE OF LOCAL CONTENT</b>	.....%

**Date:** .....

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

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (hereinafter PPP-MII order) of Government of India issued vide Notification No. P-45021/2/2017-BE-II Dtd. 15.06.2017, its revision Dtd. 04.06.2020 and any subsequent modifications/ amendments, if any.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/ BHEL or any other Government authority for the purpose of assessing the local content of goods/ services/ works supplied by me for \_\_\_\_\_ for subject projects.

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

That the goods/ services/ works supplied by me for \_\_\_\_\_ for subject Projects contains .....% (mention the Local content in %age) Local Content.

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

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

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

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

<b>Project</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>Item</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>Enquiry No.</b>	

- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of input used to manufacture the Goods/ to provide services/ in construction of works
- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

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

Signature of the authorized representative

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

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

<b>Project</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>Item</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>Enquiry No.</b>	

**Annexure-VI**

**CLAUSE REGARDING RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017 AS PER GOVERNMENT OF INDIA ORDER OM NO. F.7/10/2021-PPD (1) DATED 23.02.2023**

*I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same 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 falling 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 (or entity) from a country which shares a land border with India" for the purpose of this Order means: -*

- (a) An entity incorporated, established or registered in such a country; or
- (b) A subsidiary of an entity incorporated, established or registered in such a country; or
- (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or
- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

**IV.** The beneficial owner for the purpose of (iii) above will be as under:

**1.** In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

**Explanation-**

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

**2.** In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

**3.** In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

<b>Project</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>Item</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>Enquiry No.</b>	

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.

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

VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

VIII. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution

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/>).

<b>Project</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>Item</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>Enquiry No.</b>	

**Annexure-VII**

**DECLARATION REGARDING COMPLIANCE TO GOVERNMENT OF INDIA ORDER OM No. F.7/10/2021-PPD (1) DTD. 23.02.2023 REGARDING RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017**

<b>ENQUIRY</b>	
<b>PROJECT</b>	
<b>ITEM</b>	

<b>Sl. No.</b>	<b>Description</b>	<b>Bidder's confirmation</b>
1.	<p>We, M/s _____ have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We hereby certify that we are not from such a country.</p> <p>We also have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with the competent authority."</p>	<b>Agreed</b>

**Note:**

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

Signature of the authorized representative

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

<b>Project</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>Item</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>Enquiry No.</b>	

**Annexure-VIII**

**DECLARATION REGARDING COMPLIANCE TO GOVERNMENT OF INDIA ORDER OM No. F.7/10/2021-PPD (1) DTD. 23.02.2023 REGARDING RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017**

<b>ENQUIRY</b>	
<b>PROJECT</b>	
<b>ITEM</b>	

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

**Note:**

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

Signature of the authorized representative

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

<b>Project</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>Item</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>Enquiry No.</b>	

**Annexure-IX**

**Annexure-IX**

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

Dated 02/07/2020

**ORDER**

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

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

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

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

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



(Goutam Ghosh)

Director Tel: 011-23716674 To:

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

सेवा भवन, आर. के. पुरम-1, नई दिल्ली-110066 टेली: 011-26732257 ईमेल: oa-mdcaa@nic.in वेबसाइट: www.oaa.nic.in

Sewa Bhawan, R.K.Puram-I, New Delh - 110068 Tele: 011-26732257 Email: oa-mdcaa@nic.in Website: WWW.OAA.NIC.IN

Signature of the authorized representative

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

<b>Project</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>Item</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>Enquiry No.</b>	

**Annexure-X**

**DECLARATION REGARDING COMPLIANCE TO GOVERNMENT OF INDIA ORDER NO. 25-111612018-PG, DTD. 02.07.2020 OF MINISTRY OF POWER, GOI**

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<b>ENQUIRY</b>	
<b>PROJECT</b>	
<b>ITEM</b>	

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

**Note:**

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

Signature of the authorized representative

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

<b>Project</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>Item</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>Enquiry No.</b>	

**Annexure-XI**  
**INTEGRITY PACT**

**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for \_\_\_\_\_ . The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the Principal**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not

<b>Project</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>Item</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>Enquiry No.</b>	

legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. 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.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

### **Section 4 - Compensation for Damages**

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

### **Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### **Section 6 - Equal treatment of all Bidders/ Contractors/ Sub-contractors**

<b>Project</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>Item</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>Enquiry No.</b>	

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his subcontractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

### **Section 7 - Criminal Charges against violating Bidders/ Contractors/ Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

### **Section 8 -Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

<b>Project</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>Item</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>Enquiry No.</b>	

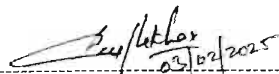
- 8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

### Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty/ guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

### Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

  
 -----  
**Deep Shekhar Dwivedi**  
 Chief Executive Officer / Project Manager (TBMM)  
 पारवण व्यापार समूह/Transmission Business Group  
 भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.  
 201, सवित्रीबाई भंडारकर रोड, कोटा - 325 004 (उ.प्र.)  
 Place \_\_\_\_\_  
 Date \_\_\_\_\_

-----  
 For & On behalf of the Bidder/ Contractor  
 (Office Seal)

Witness: N. Verma  
 (Name & Address) 03/02/25  
Nandlal Verma  
Noida

Witness: \_\_\_\_\_  
 (Name & Address) \_\_\_\_\_

<b>Project</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>Item</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>Enquiry No.</b>	

**Annexure-XII**  
**Format for vendor approval**

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

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

35/04/20

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<b>Project</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>Item</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>Enquiry No.</b>	

**Annexure-XIII**  
**BANK GUARANTEE FOR PERFORMANCE SECURITY**  
**(On non-Judicial paper of appropriate value)**

**Bank Guarantee No:**

**Date:**

To

NAME & ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited<sup>1</sup> (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House Siri Fort New Delhi-110049 through its Unit at BHEL, TBG, Noida having awarded to (Name of the Vendor/ Contractor/ Supplier) having its registered office at \_\_\_\_\_<sup>2</sup> hereinafter referred to as the 'Contractor/ Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No PO No..... dated .....<sup>3</sup> valued at Rs.....<sup>4</sup> (Rupees.....)/ FC..... (in words.....) for .....<sup>5</sup> (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to .....% (... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

We, ....., (hereinafter referred to as the Bank), having registered/ Head office at ..... and inter alia a branch at ..... being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs..... (Rupees.....) without any demur, immediately on a demand from the Employer.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/ supplier shall have no claim against us for making such payment.

We the ..... Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We ..... Bank further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/ Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/ Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement

<b>Project</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>Item</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>Enquiry No.</b>	

and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/ Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/ Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force up to and including .....<sup>6</sup> and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the .....<sup>7</sup> we shall be discharged from all liabilities under this guarantee thereafter.

We ..... Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....<sup>8</sup>
- b) This Guarantee shall be valid up to .....<sup>9</sup>
- c) Unless the Bank is served a written claim or demand on or before.....<sup>10</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of  
(Name of the Bank)

Dated.....

Place of Issue.....

**Instruction for BG**

<sup>1</sup> NAME AND ADDRESS OF EMPLOYER i.e., Bharat Heavy Electricals Limited

<sup>2</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR/ SUPPLIER.

<sup>3</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>4</sup> PROJECT/SUPPLY DETAILS

<sup>5</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>6</sup> VALIDITY DATE

<sup>7</sup> DATE OF EXPIRY OF CLAIM PERIOD

<sup>8</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>9</sup> VALIDITY DATE

<sup>10</sup> DATE OF EXPIRY OF CLAIM PERIOD

<b>Project</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>Item</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>Enquiry No.</b>	

**Annexure-XIV**  
**LIST OF CONSORTIUM BANK**

<b>Sl. No.</b>	<b>NAME OF THE BANK</b>
1	Allahabad Bank
2	Andhra Bank
3	Bank of Baroda
4	Canara Bank
5	Corporation Bank
6	Central Bank
7	Indian Bank
8	Indian Overseas Bank
9	Oriental Bank of Commerce
10	Punjab National Bank
11	Punjab & Sindh Bank
12	State Bank of India
13	State Bank of Hyderabad
14	Syndicate Bank
15	State Bank of Travancore
16	UCO Bank
17	Union Bank of India
18	United Bank of India
19	Vijaya Bank
20	IDBI
21	CITI Bank N. A.
22	Deutsche Bank AG
23	The Hongkong and Shanghai Banking Corporation Limited
24	Standard Chartered Bank
25	J P Morgan
26	Axis Bank
27	The Federal Bank Limited
28	HDFC
29	Kotak Mahindra Bank
30	ICICI
31	Indusind Bank
32	Yes Bank

<b>Project</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>Item</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>Enquiry No.</b>	

**Annexure-XV**  
**CONTACT DETAILS OF BIDDER**

<b>Work Address</b>	
<b>Correspondence Address</b>	
<b>PAN NO.</b>	
<b>GST No.</b>	
<b>GeM Seller Id.</b>	
<b>MSME Status (MICRO/SMALL/MEDIUM)</b>	
<b>Details of contact person for clarification regarding bid:</b>	
<b>Contact Person Name</b>	
<b>Designation</b>	
<b>email ID</b>	
<b>Mobile No.</b>	
<b>Landline No.</b>	

Signature of the authorized representative

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

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

<b>Project</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>Item</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>Enquiry No.</b>	

**Annexure -XVI**  
**SCHEDULE OF TECHNICAL DEVIATION**

To

The Purchase Officer, Materials Management  
BHARAT HEAVY ELECTRICALS LIMITED (Transmission Business Group)  
BHEL Sadan, 5<sup>th</sup> Floor, Plot No. 25, Sector 16A, Noida, 201 301, U.P.

Ma'am/ Dear Sir,

**SUBJECT: SCHEDULE OF TECHNICAL DEVIATION**

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

Sl. No.	Clause No. of Technical Specifications	Statement of Deviation
	No Deviation	No Deviation

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.

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

If there is **No Deviation**, even then the format to be filled as **No Deviation**.

**Note:**

1. Continuation sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.
2. Deviation mentioned in this schedule shall only be considered.

Signature of the authorized representative

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

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

<b>Project</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>Item</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>Enquiry No.</b>	

**Annexure-XVII**  
**SCHEDULE OF COMMERCIAL DEVIATION**

To

The Purchase Officer, Materials Management  
BHARAT HEAVY ELECTRICALS LIMITED (Transmission Business Group)  
BHEL Sadan, 5<sup>th</sup> Floor, Plot No. 25, Sector 16A, Noida, 201 301, U.P.

Ma'am/ Dear Sir,

**SUBJECT: SCHEDULE OF COMMERCIAL DEVIATION**

**The following are the deviations/ variations exception from GeM General Terms and Conditions, GeM Bid and Bid Specific ATC:**

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

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.

In case, this schedule is not submitted, it will be presumed that the equipment/ material to be supplied under this contract is deemed to be in compliance with the GeM General Terms and Conditions, GeM Bid and Bid Specific ATC. If there is **No Deviation**, even then the format to be filled as **No Deviation**.

**Note:**

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

Signature of the authorized representative

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....



Indian Electrical & Electronics Manufacturer's Association  
 501, Kakad Chambers P +91 22 2493 0532  
 132, Dr. A. B. Road, Worli, F +91 22 2493 2705  
 Mumbai 400 018 E mumbai@ieema.org  
 India W www.ieema.org

IEEMA/PVC/DIST\_CU\_upto 2.5 MVA/2021

Effective from: 01 September 2021

**PRICE VARIATION CLAUSE FOR COPPER WOUND DISTRIBUTION TRANSFORMERS  
 COMPLETE WITH ALL ACCESSORIES AND COMPONENTS  
 (For single & three phase of ratings up to and including 2,500 KVA and voltage class up to 33 KV)  
 supplied against domestic contracts**

This price variation clause is applicable for 'Copper Wound Distribution Transformers', with rating up to and including 2,500 KVA and voltage class up to 33 KV supplied against domestic contracts. A separate price variation clause IEEMA/PVC/DIST\_CU\_upto 2.5 MVA/DE/2021 has been evolved for above types of Transformers supplied against export/deemed export contracts under special imprest licensing scheme.

The price quoted/confirmed is based on the input cost of raw materials/components and labour cost as on the date of quotation and the same is deemed to be related to prices of raw materials and all India average consumer price index number for industrial workers as specified in the price variation clause given below. In case of any variation in these prices/indices, the price payable shall be subject to adjustment, up or down in accordance with the following formula:

$$P = \frac{P_0}{100} \left( 7 + 41 \frac{C}{C_0} + 23 \frac{ES}{ES_0} + 10 \frac{IS}{IS_0} + 5 \frac{IM}{IM_0} + 8 \frac{TO}{TO_0} + 6 \frac{W}{W_0} \right)$$

Wherein,

- P = Price payable as adjusted in accordance with the above formula.
- P<sub>0</sub> = Price quoted/confirmed.
- C<sub>0</sub> = Price of CC copper rods (refer notes)  
This price is as applicable for the month, **ONE** month prior to the date of tendering.
- ES<sub>0</sub> = Price of CRGO Electrical Steel Lamination (refer notes)  
This price is as applicable for the month, **ONE** month prior to the date of tendering.
- IS<sub>0</sub> = Price of HR Coil of 3.15 mm thickness (refer notes)  
This price is as applicable for the month, **ONE** month prior to the date of tendering.
- IM<sub>0</sub> = Price of Insulating Materials (refer notes)  
This price is as applicable for the month, **ONE** month prior to the date of tendering.
- TO<sub>0</sub> = Price of Transformer Oil (refer notes)  
This price is as applicable for the month, **ONE** month prior to the date of tendering.





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 India W www.ieema.org

IEEMA/PVC/DIST\_CU\_upto 2.5 MVA/2021

Effective from: 01 September 2021

$W_0$  = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2016 = 100)  
 This index number is as applicable for the month, **THREE** months prior to the date of tendering.

For example, if date of tendering falls in December 2021, applicable prices of Copper ( $C_0$ ), Transformer Oil ( $TO_0$ ), CRGO Steel Sheets ( $ES_0$ ), HR Coil ( $IS_0$ ) and Insulating material ( $IM_0$ ) should be as on 1<sup>st</sup> November 2021 and all India average consumer price index no. ( $W_0$ ) should be for the month of September 2021.

The above prices and indices are as published by IEEMA vide circular reference number IEEMA(PVC)/PWR\_DIST\_TRF (R-1)/\_/ **ONE** month prior to the date of tendering.

- $C$  = Price of CC copper rods (refer notes)  
 This price is as applicable for the month, **ONE** month prior to the date of delivery.
- $ES$  = Price of CRGO Electrical Steel Lamination (refer notes)  
 This price is as applicable for the month, **ONE** month prior to the date of delivery.
- $IS$  = Price of HR Coil of 3.15 mm thickness (refer notes)  
 This price is as applicable for the month, **ONE** month prior to the date of delivery.
- $IM$  = Price of Insulating Materials (refer notes)  
 This price is as applicable for the month, **ONE** month prior to the date of delivery.
- $TO$  = Price of Transformer Oil (refer notes)  
 This price is as applicable for the month, **ONE** month prior to the date of delivery.
- $W$  = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2016 = 100)  
 This index number is as applicable for the month, **THREE** months prior to the date of delivery.

For example, if date of delivery in terms of clause given below falls in December 2022, applicable prices of Copper ( $C$ ), Transformer Oil ( $TO$ ), CRGO Steel Sheets ( $ES$ ), HR Coil ( $IS$ ) and Insulating material ( $IM$ ) should be as on 1<sup>st</sup> November 2022 and all India average consumer price index number ( $W$ ) should be for the month of September 2022.

The above prices and indices are as published by IEEMA vide circular reference number IEEMA(PVC)/PWR\_DIST\_TRF (R-1)/\_/ **ONE** month prior to the date of delivery.



IEEMA/PVC/DIST\_CU\_upto 2.5MVA/2021

Effective from: 01 September 2021

The date of delivery is the date on which the transformer is notified as being ready for inspection/dispatch (in the absence of such notification, the date of manufacturer's dispatch note is to be considered as the date of delivery) or the contracted delivery date (including any agreed extension thereto), whichever is earlier.

**Notes:**

- (a) All prices are exclusive of GST amount and exclusive of any other central, state or local taxes etc.
- (b) Date of Tendering is the due date of tender submission or date of tender opening whichever is earlier
- (c) The details of prices are as under:
1. Price of 8 mm CC copper rods (in Rs/MT) is ex-works price as quoted by the primary producer.
  2. The price of CRGO Electrical Steel Lamination suitable for Transformers of voltage up to 33 KV is the average price as quoted by processing centres of mills and lamination suppliers
  3. Price of steel is the average retail price of HR Coil 3.15 mm thickness as published by Joint Plant Committee (JPC) in Rs./MT.
  4. The average price of Insulating materials (in Rs./Kg) of pre-compressed pressboards of size 3 mm and 10 mm thick, 3200 mm x 4100 mm C&F price in free currency per MT converted into Indian Rupees with applicable exchange rates prevailing as on 1<sup>st</sup> working day of the month as quoted by primary suppliers. This price is the landed cost, inclusive of applicable customs duty only but exclusive of countervailing duty.
  5. The price of Transformer Oil (in Rs./K.Ltr) is the average price on ex-refinery basis as quoted by primary producers for supply in drums.
- (d) Some purchasers are purchasing oil immersed Transformers from manufacturers without first filling of oil. Oil for first filling is procured and filled by the purchasers. For such supplies PVC formula, excluding Oil will apply as under:

$$P = \frac{P_o}{92} \left( 7 + 41 \frac{C}{C_o} + 23 \frac{ES}{ES_o} + 10 \frac{IS}{IS_o} + 5 \frac{IM}{IM_o} + 6 \frac{W}{W_o} \right)$$

Where description of P, P<sub>o</sub>, C, ES, IS, IM, W etc. remains same as mentioned earlier.


**Director**

Page 3 of 15

<b>Project</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>Item</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>Enquiry No.</b>	

**FORMAT FOR MATERIAL RECEIPT CERTIFICATE (MRC)**



**BHARAT HEAVY ELECTRICALS LIMITED  
TRANSMISSION BUSINESS GROUP  
MATERIAL RECEIPT CERTIFICATE**

- a) Site Name :  
b) Invoice No. with Date :  
c) LR No. with Date :  
d) Vehicle No. :  
e) Date of Receipt of Material at the site :  
f) Supplier Name :  
g) Material Details (*as mentioned below*)

Sl. No.	Item Description	Type of Packages	Unit (MT/km/ No.)	Quantity as per Packing List	Quantity Received	Remarks
1						

**Other Remarks:** Materials subject to physical verification.

**Signature with Date:**

\_\_\_\_\_

**Name & Designation:**

\_\_\_\_\_

**(with seal)**

**Signature of the authorized representative**

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

<b>Project</b>	<b>PGCIL- HVDC NAGPUR</b>
<b>Item</b>	<b>SUPPLY OF 33/0.433 KV, 1250KVA, 3-PHASE LT TRANSFORMER</b>
<b>Enquiry No.</b>	

**FORMAT FOR INSPECTION REQUEST**

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

<b>Sl. No.</b>	<b>Material offered for Inspection</b>	<b>P.O. Item No.</b>	<b>Total Quantity Ordered</b>	<b>Quantity offered for Inspection</b>	<b>Quantity Already Cleared</b>	<b>P.O. value of offered qty.</b>
1.						

5. **For structure, whether BOM & Proto Corrected Drawings approved and available at place of inspection** : Yes/ No
6. **Whether GTP/ Drawings 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
9. (a) **Place of Inspection & Address** :  
(b) **Name & Contact No. of Supplier representative for inspection** :
10. **Sub-supplier's 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)*

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.

**Distribution:**

1. Material Management, BHEL, TBG Noida

**Note:**

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

Signature of the authorized representative

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

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