BHARAT HEAVY ELECTRICALS LTD. (TRANSMISSION BUSINESS GROUP)	
NOTICE INVITING TENDER	
Subject:	**TENDER FOR SUPPLY OF DC PORCELAIN POST INSULATORS FOR RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN PROJECTS**
Project:	**±800kV, 6000MW HVDC Terminals at Bhadla (HVDC) & Fatehpur (HVDC) along with associated AC substations and AC Substation extension at Bhadla-3 associated with "Transmission system for evacuation of Power from REZ in Rajasthan (20GW) under Phase-111, Part-I**
Customer	**ADANI ENERGY SOLUTIONS LIMITED**
ENQUIRY	**27G2700109 dated 20.08.2026**

SPECIAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

BHARAT HEAVY ELECTRICALS LTD.
(TRANSMISSION BUSINESS GROUP)

SPECIAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

IN CASE ANY DISCREPANCY BETWEEN THE REQUIREMENTS MENTIONED UNDER SPECIAL TERMS & CONDITIONS AND GENERAL TERMS & CONDITIONS, SPECIAL TERMS AND CONDITIONS SHALL PREVAIL.

THIS IS TO BE SUBMITTED DULY SIGNED AND STAMPED BY BIDDER. CLAUSE-WISE DEVIATIONS AND / OR ADDITIONAL CONDITIONS / CLARIFICATIONS, IF ANY, ARE TO BE BROUGHT OUT CLEARLY IN "SCHEDULE OF COMMERCIAL DEVIATION". DEVIATIONS AND / OR ADDITIONAL CONDITIONS / CLARIFICATIONS, IF ANY, MENTIONED ELSEWHERE IN THE BID / OFFER, SHALL NOT BE CONSIDERED.

SL. NO.	TERMS AND CONDITIONS
1.	**INSTRUCTION TO BIDDERS**
	1.1 Bids are invited for the items mentioned in the tender enquiry conforming to the NIT including Technical Specifications. Bids should be typed and free from overwriting and erasures. Corrections or additions / deletions, if any, must be clearly written and attested, otherwise offer may be rejected. **1.2** Tender is invited through e-Procurement System only. The bidder shall submit their bid through e-Procurement platform only at (https://eprocurebhel.co.in/). Bidders participating through e-procurement portal for this tender should have Class-III Digital Signature Certificate (DSC) for Signing & Encryption of bids issued by any of the valid Certifying Authorities (approved by Controller of Certifying Authorities) in India. **1.3** Offer Submission Date & Time: xx.xx.2025, 11:00 Hrs IST, Offer Opening Date & Time: xx.xx.2025, 16:00 Hrs IST The critical Dates of tendering activities shall be provided separately during tendering processes. Address of tender Issuing Authority: - BHARAT HEAVY ELECTRICALS LIMITED, Transmission Business Group, 5th Floor, BHEL SADAN, Plot No. 25, Sector-16A, Noida – 201301 (U.P.) **1.4** For any technical clarification, kindly contact: **Ms. Shobhna Singh, DGM (TBEM)** Phone: +91 (0) 0120-221-8921, E-mail: shobhna@bhel.in **1.5** For any commercial clarification, kindly contact: **Ms. Archana Kumari, Sr. Manager (TBMM)**; Phone: +91 (0) 0120-221-8916, E-mail: archanak@bhel.in

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2.	**PACKAGE**
	SINGLE PACKAGE **However, BHEL shall place project wise separate purchase orders (i.e. Separate PO for RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN project sites).** **Accordingly, all terms & conditions i.e. delivery period, Guarantee Period, Performance BG, Liquidated Damage etc. shall be dealt separately as per project specific PO.**
3.	**TECHNICAL SPECIFICATION**
	Supply of **DC Porcelain Post Insulators** as per following technical specification: Technical Specification No. **TB-442-316-115 Rev 00.**
4.	**PRE-QUALIFYING CRITERIA FOR OPEN TENDER**
	i) The Technical Pre-Qualification criteria shall be as per **ANNEXURE-I** Note: (1). Bidder must submit all supporting documents along with their offer. No deviation against this enquiry is acceptable, else offer shall be rejected. (2). All documents (including third party documents/supporting documents) in language other than English, certified translated copy in English language should also be furnished. (3). Offers will be scrutinized based on the qualifying requirements and only those who are technically and financially capable to execute the job and who fulfil the prequalifying requirements (PQR) are eligible to quote against above NIT.
5.	**PRE-BID MEETING**
	Not Applicable
6.	**BID SECURITY / EARNEST MONEY DEPOSIT (EMD)**
	NIL
7.	**PRICES:**
	(i) The prices as quoted in price schedule shall be on **Firm basis**. (ii) The prices shall be on INR basis. (iii) The prices are to be quoted on FOR (Site / Destination) basis excluding GST. The break-up of prices shall be as under: **a) Ex-works Price:** Ex-works price including packing & forwarding charges. **This is a composite tender enquiry for various substations therefore supply of same material/ items (i.e. items with same material code) may be appearing for different substation/ location. Bidder may please note that supply ex-works price quoted for same items (i.e. items with same material code) for different substation should be same. In case it is found that any bidder has**

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	quoted different supply ex-works prices for same item (with same material code), then the lowest quoted supply ex-works price for that particular item(s) shall be considered for ordering purpose. **b) Freight & Insurance:** Freight and Transit Insurance for door delivery up to destination/store is in scope of bidder. Freight and insurance are to be quoted separately. (iv) GST rates along with HSN/SAC code as applicable on Sr No (a) to (b) above is to be mentioned separately in percentage in both un-priced bid and price bid. **Note:** i) The purchase order shall be placed on Ex-works basis. F&I (Freight & Insurance) up to site shall be in the scope of bidder. ii) Prices quoted shall be in Indian Rupees only. iii) Unloading at Site / Destination shall not be in the scope of the bidder. iv) Prices in respect of Sr No (a) to (b) of Clause 7.3 above are to be quoted inclusive of all taxes & Duties, charges. Levies, royalty etc. If any, excluding GST.
8.	**PRICE BID FORMAT**
	Bidder to quote their best prices strictly in BHEL's prescribed format of NIT, else their offer shall be liable to be rejected. Bidder has to mention "quoted" (in each applicable cell) in UN-PRICED BID. In case that cell is Not Applicable, "NA" must be mentioned in that particular cell. Prices shall be mentioned in Price bid schedule only. In case during detailed engineering stage, wherever, it is mentioned as NA (not applicable), is to be supplied, bidder shall supply the same without any cost and delivery implication to BHEL.
9.	**TERMS OF PAYMENT**
	100% of payment shall be made within **45 days for MSE (Micro & Small Enterprises) / within 60 days for Non MSE suppliers** from the date of receipt of complete Billing documents in 3 sets (original + 2 copies) as mentioned below. The following documents are required to be sent to BHEL TBG Noida office for processing of bill: • GST Compliant Tax Invoice • LR / GR duly endorsed by BHEL • Material Receipt Certificate issued by BHEL Site Official • Packing List (Case-wise) • Transit Insurance Certificate from underwriters • Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management • Guarantee Certificate • Performance Bank Guarantee (PBG) – Original shall be sent from issuing bank to TBG – Finance directly.

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	Note: **a)** MSME supplier may avail the facility of payment through TReDS RXIL / Invoicemart (M/s A. TREDS Ltd.) / M1xchange (M/s Mynd Solutions Pvt. Ltd.) / KReDX platforms as per GoI guidelines. All platform related charges shall be in bidder's account. **b)** In case of Transit Insurance under Open Insurance Policy, Intimation / Declaration of Transit Insurance as per terms of the relevant Open Insurance Policy along with copy of Open Insurance Policy from underwriters shall also be acceptable. **c)** Supplier has to ensure commencement of transit insurance from the date not later than LR / GR date. **d)** Supplier has to submit Tax Invoice(s). Supplier should ensure that Tax Invoice should comply all statutory requirements under GST Law to enable BHEL to avail input credit. **e)** MSMED Act, 2006 and the rules made thereunder as amended from time to time shall be applicable for release of payment to suppliers qualified & registered as Micro & Small Enterprises based on documents mentioned in the NIT for MSME. **f)** Supplier has to submit Performance Security & Guarantee Certificate as per PO terms. **g)** In case any shortages and / or damages in supplies, an amount calculated based on comments against Material Receipt Certificate issued by the BHEL Site Official shall be withheld from the supply payment to be deemed fit by BHEL corresponding to the LR / GR against which any shortages and / or damages are reported. The withheld amount shall be released after the shortages and / or damages in supplies are supplied / replenished against Certification by BHEL Site Official. **h)** 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). In case credit of the same is not reflected in GSTN, vendor may alternatively furnish BG of GST Amount for a period valid for not less than 1 month. In case of disallowance of credit /non-reflection of credit in GSTN, amount will be recovered from supplier along with applicable Interest, penalty etc. from any of his dues. **i)** If GST is payable by BHEL on reverse Charge Mechanism basis, vendor should ensure the submission of GST compliant Tax invoice immediately on dispatch/ performance of service. In case of non-compliance any additional charges towards interest, penalty etc. will be to vendors account. **j)** TDS under GST Act, if applicable, shall be deducted unless Exemption Certificate If applicable, from the appropriate authority is furnished to BHEL along with Invoice.
10.	**GUARANTEE**
	The equipment / material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design & engineering, material, workmanship & manufacture and in full conformity with the Purchase Order / Contract, Technical Specifications & approved drawings / data sheets, if any, for **18 months from the date of last delivery or 24 months from the date of 20.07.2029 whichever is later.** The defective equipment / material / component shall be replaced free of cost at site. Freight & Insurance during transit shall also be in the scope of the supplier / contractor. Any expenditure for dismantling and re-erection of the replaced equipment / material / component shall be to supplier's / contractor's account. All replacements during the guarantee period shall be delivered at site promptly

and satisfactorily within a period not more than 45 days from the date of reporting the defect / rejection etc.

If the supplier/ contractor fails to replace the defective equipment/ material/ component within the time period mentioned above, the same shall be considered as breach of the contract and BHEL may proceed as per provision mentioned in this NIT without prejudice to any other rights under the contract.

11. PERFORMANCE SECURITY

Performance security of 5% of Total Ex-works value shall be submitted by the vendor within 45 days from the date of award of contract and should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the Supplier/Vendor, including Guarantee obligations.

"Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (**REPO Rate + 4%)** for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms and conditions defined in NIT / Contract, from the bills along with due interest."

(A) Modes of deposit:

Performance security may be furnished in the following forms:

(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 EFT mode is mentioned in EMD clause.

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 SADAN, 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.

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	(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 favor of BHEL). (v) Insurance Surety Bond. **(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. (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 shall remain unchanged for any subsequent variations in Purchase Order value up to ± 25%. Beyond this variation of ± 25%, the Supplier shall arrange to enhance or may reduce the value of the Bank Guarantee accordingly for the total variation promptly. (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. (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. (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. (9) 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.
12.	**DELIVERY LOCATION** **Location of Plant –** **Fatehpur:** Fatehpur HVDC substation Near Lodhi bhawan bharsawan PO: Ashok Nagar Bharsawan District: Fatehpur

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Uttar Pradesh 212664, India

BHADLA:

Bhadla HVDC substation

NH 911, Near Baba Ramdevji Mandir

PO: Bap, District: Phalodi Rajasthan 342307, India

Actual site location and consignee details shall be shared with successful bidder(s) during project execution.

13. DELIVERY PERIOD

Proposed delivery plan:

Sl. No.	Project Name	Delivery Requirement
1	RPPTL (AESL) HVDC FATEHPUR & BHADLA	April 2027

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.

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).

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.

14. LIQUIDATED DAMAGES FOR DELAYED DELIVERY

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/PO, the Buyer/BHEL will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 5% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

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15.	**VALIDITY OF OFFER:**
	The offer shall be valid for 120 days from the date of opening of tender (i.e. techno-commercial bid unless otherwise specified in the NIT).
16.	**VENDOR APPROVAL/ ACCEPTANCE**
	• Bidder's offer will be considered for evaluation based on PQR, Technical and other commercial documents submitted along with bid. • Bidder's offer will be acceptable subject to final acceptance of bidder by ultimate customer as approved supplier. • The bidders which are not Customer approved supplier, the bidder shall submit necessary credentials/documents as per Annexure-XII for onward submission to customer for approval.
17.	**DEVIATION**
	Technical Deviation: No Technical Deviation is envisaged. Commercial Deviation: No Commercial Deviation envisaged except defined in GTC. The bids having deviation(s) w.r.t. tender is liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder. **Clause-wise deviations and / or additional conditions / clarifications, if any, are to be brought out clearly in "Schedule of Commercial Deviation" and "Schedule of Technical Deviation" If any. Deviations and / or additional conditions / clarifications, if any, mentioned elsewhere in the bid / offer, shall not be considered.**
18.	**TENDER EVALUATION**
	Evaluation shall be done combining all the sites i.e. grand total package wise. (a) Comparative statement shall be prepared and evaluated on **total cost basis** in INR (as per terms of NIT) considering overall quantity after considering input credit for GST to BHEL. (b) Evaluation in case of more than one L-1 bidders. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discount from respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

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	Ranking will be done accordingly. BHEL decision in such situations shall be final and binding.
19.	**QUANTITY SPLITTING AND AWARDING:**
	NOT APPLICABLE
20.	**VALIDITY OF PURCHASE ORDER:**
	The purchase order(s) shall be valid for two years from date of PO.
21.	**WORKS ADDRESS:**
	Bidders to mention their works address in Annexure-XV (Contact details of bidder).
22.	**Settlement of Dispute**
	If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not. If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 22.1. **22.1 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)). **22.2 Arbitration:** **22.2.1** 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 22.1 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. **22.2.2** 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. **22.2.3** 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. **22.2.4** The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules. **22.2.5** The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be New Delhi. **22.2.6** 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. **22.2.7** 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. **22.2.8** 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. **22.2.9** 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 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. **22.2.10** 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. **22.3 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.
23.	**BREACH OF CONTRACT, REMEDIES AND TERMINATION**
	23.1 Following conditions shall be considered as breach of contract: i) 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. ii) 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. iii) The vendor delivers equipment/ material not of the contracted quality. iv) The vendor fails to replace the defective equipment/ material/ component as per guarantee clause. v) Withdrawal from or abandonment of the work by the vendor before completion as per contract. vi) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. vii) Non-compliance to any contractual condition or any other default attributable to Contractor/ Vendor. viii) Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor. ix) Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise. x) Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner. **Note:**

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

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

23.2 Remedies for breach of contract:

a) Wherein the period as stipulated in the notice issued under clause 22.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.

b) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.

c) wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:

d) In case the amount recovered is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.

e) If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
   i) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.
   ii) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.

f) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.

g) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.

h) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

Note:

(1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:

(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.

(b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.

LD against delay in executed supply in case of Termination of Contract:

LD against delay in executed supply shall be calculated in line with LD clause no. 14.0, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract.

Method for calculation of "LD against delay in executed supply in case of termination of contract" is given below.

a) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier = T1
b) Let the value of executed work/ supply till the time of termination of contract = X
c) Let the Total Executable Value of work/ supply for which inputs/ fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y
d) Delay in executed work/ supply attributable to contractor/ supplier i.e. T2 = [1-(X/Y)] x T1
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.

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

24. 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			

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Small			

Note:
a) 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.
b) Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.
c) 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.

Preference to MII Bidders – NO - This procurement is reserved for MII class 1 local supplier only.

Preference to MSE Bidders –
(a) **Purchase Preference to MSE - YES**
(b) **Purchase preference to MSE sellers available up to price within L1+ 15%**
(c) Maximum Percentage of Bid quantity for MSE Purchase preference: 100%

25. REVERSE AUCTION

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed price bid along with applicable loading, if any, shall be considered for ranking.
" Abridged Version of "Guidelines for Reverse Auction-2024" may also be seen at BHEL website (www.bhel.com) on "Supplier Registration" Page. Abridged Version of "Guidelines for Reverse Auction-2024" is attached along with NIT.

26. INTEGRITY PACT

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. No.	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 the panel of IEMs. 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: Ms. Archana Kumari Deptt: TBMM Address: BHEL Noida Phone: 0120-221-8829 Email: archanak@bhel.in	(2) Name: Mr. Sanjay Kr Shukla Deptt: TBMM Address: BHEL Noida Phone: 0120-221-8796 Email: skshukla@bhel.in

27.	**VARIATION OF CONTRACT VALUE / QUANTITY VARIATION**
	BHEL shall have the right to variation in quantities of items within -25% to +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 / Contract or completion of execution of the Purchase Order / Contract whichever is earlier but quantities of individual items may vary to any extent or may get deleted unless otherwise specified in the technical specifications. No compensation is payable due to variation in the quantities and the Supplier / Contractor shall be bound to accept the same the contracted prices / rates without any escalation. However, if the Purchase Order / Contract is on “Lumpsum” basis, no variation of Purchase Order / Contract value shall be admissible to the Supplier / Contractor within the scope of Purchase Order / Contract, as long as the inputs remain unchanged.
28.	**GeM Seller ID**
	GeM seller ID is mandatory for the bidders and must be mentioned in their offer. In case at the time of submission of offer GeM seller ID is not available with bidder, then successful tenderer should ensure to have GeM Seller ID prior to award of contract. Department of Expenditure (DOE) OM no. 6/9/2020-PPD dated 24.08.2020 may be referred in this regard.
29.	**MODE OF PAYMENT**

Signature of Bidder (Authorized Signatory) with Date & Seal

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	FOR NON - MSME VENDOR: Payment shall be made directly to the Supplier / Contractor by BHEL through NEFT / RTGS. **FOR MSME VENDOR:** BHEL TBG is registered with RXIL/ M1xchange/ lnvoicemart/ KReDX (TReDS) platforms. In respect of procurement of goods or services from Micro, Small and Medium enterprises (MSMEs), the settlement of invoice shall be only through any of the TReDS platform ((i.e RXIL, Ml xchange, lnvoicemart, KReDX, C2FO), authorised by the Reserve Bank of India. Such MSME suppliers to select their preferred TReDS platform before award of Contract. They also will have the option to change the TReDS platform from the drop down menu on Suvidha portal of BHEL, at the time of invoice submission. Wherever the Trade Receivable is accepted by BHEL, the same shall be validated by the Unit on the respective TReDS platform selected by the supplier. The routing of invoices through the TReDS platform shall not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of its receivables on the TReDS platform. In case discounting is not availed by the supplier on TReDS, the trade receivables will be paid through TReDS as per the payment timelines indicated in the contract.
30.	**MAKE IN INDIA (PPP-MII)**
	For this procurement, the local content to categorize a supplier as Class-I local supplier / class-II local supplier / Non-Local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024, issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT. "Bidder to specify the percentage of local content as per the format of self-declaration for local content" as per Annexure-V." "This tender is not a global tender and only Class-I suppliers as defined under the DPIIT order no. P-45021/2/2017-PP (BE-II) dated 19.07.2024 are eligible to bid in this tender. Bids received from Class II & Non- Local supplier shall be rejected." The minimum local content to qualify as a Class-I local supplier is 60%. Procurement under this bid is reserved for purchase from Class-I local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. In case the bid value is more than Rs.10 Crore, the declaration relating to percentage of local content shall be certified by the

	statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 19.07.2024. Purchase preference to Micro and Small Enterprises clause will get precedence over this clause.
31.	**COMPLIANCE TO GOI ORDER FOR RESTRICTIONS UNDER RULE 144 (XI) OF GENERAL FINANCIAL RULES (GFRS), 2017**
	• 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. • "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. • "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. • 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; 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. • An Agent is a person employed to do any act for another, or to represent another in dealings with third person. 1. 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 2. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid. 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/).
32.	**COMPLIANCE TO ORDER NO. 25-111612018-PG, DATED 02.07.2020 OF MINISTRY OF POWER, GOI:**
	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, defense 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 testing's 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.
33.	**PREVENTION FOR CARTEL FORMATION**
	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines
34.	**Force Majeure**
	34.1 "Force Majeure" shall mean circumstance which is: a) beyond control of either of the parties to contract, b) either of the parties could not reasonably have provided against the event before entering into the contract, c) having arisen, either of the parties could not reasonably have avoided or overcome, and d) is not substantially attributable to either of the parties And Prevents the performance of the contract, Such circumstances include but shall not be limited to: • War, hostilities, invasion, act of foreign enemies. • Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. • Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.

	• Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. • Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity. • Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. • Epidemic, pandemic etc. **34.2** The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: any strike, work-to-rule action, go-slow or similar labour difficulty late delivery of equipment or material (unless caused by Force Majeure event) and economic hardship. **34.3** If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event. **34.4** The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event. **34.5** Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not (i) Constitute a default or breach of the Contract. (ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure. **34.6** BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.
35	**Fraud Prevention Policy**
	The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
36.	**Consequential Loss:**

Signature of Bidder (Authorized Signatory) with Date & Seal

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	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.
37.	**Treatment of cases regarding conflict of interest:**
	The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations: i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly; ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating; iii) Procurement of goods directly from the manufacturers/suppliers shall be preferred. However, if the OEM/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate. iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV. The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder{s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitab1e action shall be taken by BHEL as per extant policies/ guidelines.
38.	**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.

SPECIAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

	The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com. If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php
39.	**Manufacturing Quality Plan (MQP):**
	Supplier to submit MQP to BHEL for approval by end customer. Inspection shall be carried out by Customer/ BHEL/ TPIA as per Customer's approved Quality Plan. For the same, Bidder(s) to submit QAP at contract stage for BHEL/end customer approval.
40.	**Inspection:**
	Inspection shall be done by POWERGRID as per approved Quality Plan. Material to be dispatched only after getting Material Inspection Clearance Certificate (MICC) issued by BHEL. Supplier shall send inspection call on prescribed format / web site only. Supplier to ensure submission of all routine / acceptance test reports, inspection reports and all other documents related to inspection, immediately to BHEL. BHEL representative is authorized to carry out audits along with Third Party Inspection Agency at vendor's / supplier's works before clearing the items for dispatch.
41.	**BHEL Supplier Registration Portal:** The link for Online Supplier Registration Portal may be seen at BHEL website (www.bhel.com) on "Supplier Registration" Page.
42.	**For supply orders placed on Indian Suppliers**: Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at https://suvidha.bhel.in/suvidha/, prior to despatch. All documents as per PO checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is

SPECIAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

	allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs, in case they were not digitally signed and uploaded on the portal. The material will not be accepted inside BHEL in absence of the above.
43.	**Clause No. 18 of GTC (BHEL/TBG/GTC/2016 REV 01 for LOADING CRITERIA for PAYMENT TERMS TO BE READ AS FOLLOW:** Repo rate (as applicable on the date of bid opening / techno-commercial bid opening in case of two-part bids) + 4% shall be considered for loading for the period of relaxation sought by bidder(s) against terms of payment in the NIT.
44.	**Grievance Redressal Mechanism:** To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company. Suppliers/Contractors are requested to follow the below escalation process for grievance resolution: **First Level**: Any grievance should initially be **addressed to Mr. Sanjay Kumar Shukla/AGM - TBMM, Contact No. 0120-221-8796; e-mail: skshukla@bhel.in** **Second Level**: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: https://suvidha.bhel.in/suvidha/. Responses will be provided in accordance with the defined escalation matrix.”

SPECIAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

Enclosures:

Sl. No.	
1.1	Special terms and conditions
1.2	General Terms and conditions
2.	Technical Specifications
3.	Price Bid format
4.	Annexure-I Pre-Qualifying requirement
5.	Annexure-II Activity Schedule
6.	Annexure-III Check List for Bill
7.	Annexure-IV- Deleted.
8.	Annexure-V- Self-Certification for Local Content
9.	Annexure-VI- Restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017
10.	Annexure-VII-Bidders certification regarding compliance to Rule 144 (xi) of General Financial Rules (GFRs), 2017
11.	Annexure-VIII-Bidders certification regarding compliance to Rule 144 (xi) of General Financial Rules (GFRs), 2017
12.	Annexure-IX-Order No. 25-111612018-PG, Dated 02.07.2020-MOP
13.	Annexure-X-Bidder certification regarding compliance to MOP circular
14.	Annexure-XI-Implementation of Integrity Pact IP in BHEL
15.	Annexure-XII-Format for vendor approval
16.	Annexure-XIII-Format of Security cum Performance BG
17.	Annexure-XIV-List of Banks for the Submission of Security cum Performance Bank Guarantee
18.	Annexure-XV-Contact details of bidder
19.	Annexure-XVI-Schedule of Technical Deviation
20.	Annexure-XVII-Schedule of Commercial Deviation
21.	Annexure-XVIII- OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER
22.	Annexure-XIX- DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS
23.	Annexure-XX - DECLARATION BY AUTHORISED SIGNATORY OF BIDDER
24.	Annexure-XXI - DETAILS OF RELATED FIRMS AND THEIR AREA OF ACTIVITIES
25.	Annexure-XXII - DECLARATION FOR RELATION IN BHEL
26.	PPP-MII-Order
27.	MRC-Format
28.	Inspection call format
29.	Abridged version of Reverse Auction

BHARAT HEAVY ELECTRICALS LTD.
(TRANSMISSION BUSINESS GROUP)

GENERAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

This is to be submitted duly signed by bidder in original. Clause-wise deviations and / or additional conditions / clarifications, if any, are to be brought out clearly in "Schedule of Commercial Deviation". Deviations and / or additional conditions / clarifications, if any, mentioned elsewhere in the bid / offer, shall not be considered.

Sr. No.	
1.	**INSTRUCTION TO BIDDERS :** 1.1 Sealed bids are invited for the items mentioned in the tender enquiry conforming to the NIT including Technical Specifications. Bids should be typed and free from overwriting and erasures. Corrections or additions / deletions, if any, must be clearly written and attested, otherwise offer may be rejected. 1.2 Bidder must ensure that their bid is submitted / dropped in the tender box on or before **14-00 Hrs.** IST on the due date of opening, unless otherwise specified in the NIT, at the address as follows :- Tender Box, Materials Management, Transmission Business Group, Bharat Heavy Electricals Limited, 5th Floor, Tower-A, Advant Navis IT Business Park, Plot-7, Sector-142, Noida Expressway, Noida, Dist. G. B. Nagar, U. P. ï 201305 1.3 In case tender enquiry is floated though the e-procurement system, offer / bid has to be submitted through the e-procurement system **ONLY** as per instructions given in the e-procurement portal (https://bheleps.buyjunction.in). 1.4 The bids shall be opened at 14-30 Hrs. IST on the due date of opening, in the presence of participating bidders who may like to be present, unless otherwise specified in the NIT. Bids received late are liable for rejection. Bidders sending bids by courier or post will have to ensure that it is timely delivered at the above address. 1.5 Bids are to be submitted duly signed with seal in two parts :- a) **Techno-commercial Bid (Part-I**) ï To be submitted in 2 sets (original + copy). A copy of Price Bid (Part-II) clearly mentioning all the necessary information as per format **without prices** ñUn-Priced Bidò is also to be enclosed in Part-I Bid. b) **Price Bid (Part-II)** ï To be submitted only in one set in a separate sealed envelope. This should not contain any Technical and / or Commercial Terms and Conditions. The rates should be quoted both in figures and words. 1.6 The Part-I and Part-II Bids are to be sealed in separate envelopes and marked

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as ñTechno-commercial Bid (Part-I)ò and ñPrice Bid (Part-II)ò respectively. Both the envelopes are to be kept in another common envelope and marked as ñBIDò. Each envelope should be sealed and super scribed with tender enquiry no., item / package name, project name and due date of opening. Bidderõs name and address shall also be mentioned on each envelope.

1.7 For any technical clarification, please contact official mentioned in the tender enquiry / NIT.

1.8 For any commercial clarification please contact official issuing tender enquiry / NIT.

1.9 Price bid (Part-II) should not contain any additional information / description other than given in ñUn-Priced Bidò submitted with ñTechno-commercial Bid (Part-I)ò except prices, otherwise bid is liable for rejection.

1.10 Price Bid submitted along with the bid shall remain valid up to validity of offer. Any discount / revised offer submitted by the bidder on its own shall be accepted provided it is received before the due date and time of offer submission (i.e. Part-I Bid). The discount shall be applied on pro-rata basis to all items including optional items, if any, unless specified otherwise by the bidder. Discount offered shall be valid for full duration of validity of the offer including extension of validity, if any. Unsolicited Supplementary / Revised Price Bid submitted after the due date and time of offer submission (i.e. Part-I Bid), during validity period of offer, unless asked by BHEL, shall not be considered. Withdrawal of quotation by the bidder, at any stage after its opening, may entail suitable action against such bidder by BHEL.

1.11 The consultants / firm (and any of its affiliates) shall not be eligible to participate against tender enquiry for the related goods or works or services for the same project, if they were engaged by BHEL-TBG for the consultancy services.

1.12 In case any Foreign OEM / Foreign Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer / supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from the manufacturer / supplier and the agent, bid received from the agent shall be ignored.

1.13 Non-conformities / errors / discrepancies in quoted prices in price bids shall be dealt as follows :-

a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

c) If there is a discrepancy between words and figures, the amount in

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	words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. d) If there is such discrepancy in an offer as mentioned in (a), (b) & (c) above, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the BHEL, the bid is liable to be ignored. 1.14 In case the scope of the successful bidder / supplier against this tender enquiry includes Erection, Testing and Commissioning (ETC) of the equipment / material at site in addition to Supply, Purchase Order shall be placed for Supply Portion and Contract shall be separately awarded for ETC at Site Portion. General Terms and Conditions for Tender Enquiry / Contract mentioned herein shall be applicable for both Supply & ETC at Site. Additional Terms and Conditions for Tender Enquiry / Contract for Erection, Testing and Commissioning at Site "BHEL/TBG/GTC-ETC/2016 Rev. 01" shall be applicable for ETC at Site only which is to be read in conjunction with General Terms and Conditions for Tender Enquiry / Contract mentioned herein. However, any breach of either the Purchase Order or the Contract shall be deemed to be breach of the other. 1.15 Taxes and Duties payable extra as per Clause No. 2.3 in NIT, if not specified/quoted clearly as extra shall be considered as included in Ex-works Price and therefore shall not be reimbursed. Taxes and duties not payable extra as per NIT shall be deemed to be included in Ex-works Price. 1.16 If the rates for taxes and duties in respect of the quoted materials and / or services assumed by the Supplier are less than the tariff prevailing at the time of tendering, Supplier will be responsible for such under quotations. However if the rates assumed are higher than the correct rates prevailing at the time tendering, the difference will be to the credit of BHEL. Note : Representative / official deputed by the bidder to witness tender opening must produce authorization letter for the same.
2.	**PRICES :** 2.1 Unless specifically indicated in the NIT, all prices shall be FIRM. No enhancement of rate for whatsoever reasons unless and until asked by BHEL shall be allowed. 2.2 Unless specifically indicated in the NIT, the prices shall be on INR basis. 2.3 Unless specifically indicated in the NIT, the prices are to be quoted on FOR (Site / Destination) basis excluding GST. The break-up of prices shall be as under :- a) **Ex-works Price**: Ex-works price including packing & forwarding charges. b) **Freight**: Freight for door delivery up to destination / site / store are to be quoted separately. c) **Insurance**: Insurance for door delivery up to destination / site / store are to be quoted separately.

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	d) **Type Test Charges**: If asked in the technical specification, it is to be quoted separately for each test. e) **Charges for Supervision of Erection, Testing & Commissioning (ETC) at Site**: To be quoted separately if specified in NIT/Price Schedule. f) **Charges for Testing & Commissioning at Site**: To be quoted separately if specified in NIT/Price Schedule. g) **Charges for Erection, Testing & Commissioning at Site**: To be quoted separately if specified in NIT/Price Schedule. h) Training Charges: To be quoted separately if specified in NIT/Price Schedule. 2.4 **GST rates** along with HSN/SAC code as applicable on Sr No (a) to (h) above is to be mentioned separately in percentage in both un-priced bid and price bid. Note : i) Unless otherwise specified in the NIT, the purchase order shall be placed on Ex-works basis for Indian bidders. ii) Prices quoted by Indian bidders shall be in Indian Rupees only. iii) In case Supervision of Erection, Testing & Commissioning (ETC) at Site or Testing & Commissioning at Site or Erection, Testing & Commissioning at Site is also in scope of the bidder along with supply, bidder has to ensure that prices quoted for such services also are in line with special terms & conditions of the NIT, if any. iv) Unless otherwise specified in the NIT, Unloading at Site / Destination shall not be in the scope of the supplier. v) Prices in respect of Sr No (a) to Sr No (h) of Clause 2.3 above are to be quoted inclusive of all taxes & Duties, charges. Levies, royalty etc. if any, excluding GST.
3.	**TERMS OF PAYMENT :** 3.1 **For Supply only in scope of the supplier** 100% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : · LR / GR duly endorsed by BHEL Site Official. · Material Receipt Certificate issued by BHEL Site Official. . GST Compliant Tax Invoice · Packing List (Case-wise) · Copy of Transit Insurance Certificate from underwriters. · Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management · Guarantee Certificate · Copy of Performance Bank Guarantee (PBG) · Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order. 3.2 **For Supply where Supervision of Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier or Supply where Testing & Commissioning at Site is in scope of the supplier**

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	a) 95% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : · LR / GR duly endorsed by BHEL Site Official. · Material Receipt Certificate issued by BHEL Site Official. . GST Compliant Tax Invoice · Packing List (Case-wise) · Copy of Transit Insurance Certificate from underwriters. · Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management · Guarantee Certificate · Copy of Performance Bank Guarantee (PBG) · Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order. b) 5% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : · Certificate of successful completion of Supervision of Erection, Testing & Commissioning at Site if it is in the scope of the supplier or Certificate of successful completion of Testing & Commissioning at Site if it is in the scope of the supplier. · Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management 3.3 **For Supply where Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier** a) 90% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : · LR / GR duly endorsed by BHEL Site Official. · Material Receipt Certificate issued by BHEL Site Official. · GST Compliant Tax Invoice · Packing List (Case-wise) · Copy of Transit Insurance Certificate from underwriters. · Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management · Guarantee Certificate · Copy of Performance Bank Guarantee (PBG) · Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order b) 10% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : · Certificate of successful completion of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management · Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management 3.4 For Type Test Charges 100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with copy of Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management in 3 sets (original + 2 copies) on completion of delivery (at site, if F&I is in scope of

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	supplier) of main supplies (excluding spares) for which Type Tests are applicable. List of main supplies (excluding spares) for which Type Tests are applicable shall be certified by BHEL Engineering Management. 3.5 For Charges for Supervision of Erection, Testing & Commissioning at Site 100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Supervision of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies). 3.6 For Charges for Testing & Commissioning at Site 100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Testing & Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies). 3.7 For Training Charges 100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of completion of training issued by BHEL Engineering Management in 3 sets (original + 2 copies). Note : i) Supplier has to submit invoice(s) as per PO or approved billing break-up of prices (if applicable as per NIT). ii) In case of supplies for overseas project, Material Receipt Certificate issued by BHEL Authorized Representative shall also be acceptable. iii) In case of Transit Insurance under Open Insurance Policy, Intimation / Declaration of Transit Insurance as per terms of the relevant Open Insurance Policy along with copy of Open Insurance Policy from underwriters shall also be acceptable. iv) Supplier has to ensure commencement of transit insurance from the date not later than LR / GR date. v) Supplier has to submit Tax Invoice(s). Supplier should ensure that Tax Invoice should comply all statutory requirements under GST Law to enable BHEL to avail input credit vi) MSMED Act, 2006 and the rules made thereunder as amended from time to time shall be applicable for release of payment to suppliers qualified & registered as Micro & Small Enterprises based on documents mentioned in the NIT for MSME. vii) Supplier has to submit PBG (as per BHEL format) & Guarantee Certificate as per PO terms. viii) In case any shortages and / or damages in supplies, an amount calculated

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	based on comments against Material Receipt Certificate issued by the BHEL Site Official shall be withheld from the supply payment against 3.1(a) or 3.2(a) above to be deemed fit by BHEL subject to a minimum of 10% of the total ex-works value of the invoice corresponding to the LR / GR against which any shortages and / or damages are reported. The withheld amount shall be released after the shortages and / or damages in supplies are supplied / replenished against Certification by BHEL Site Official. ix) 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). In case credit of the same is not reflected in GSTN , vendor may alternatively furnish BG of GST Amount for a period valid for not less than 1 month .In case of disallowance of credit /non reflection of credit in GSTN , amount will be recovered from supplier along with applicable Interest , penalty etc from any of his dues. x) If GST is payable by BHEL on reverse Charge Mechanism basis, vendor should ensure the submission of GST compliant Tax invoice immediately on dispatch/ performance of service. In case of non-compliance any additional charges towards interest, penalty etc, will be to vendors account. xi) TDS under GST Act, if applicable, shall be deducted unless Exemption Certificate If applicable, from the appropriate authority is furnished to BHEL along with Invoice.
4.	**INTEREST LIABILITY :** In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment. Also, no interest shall be payable by BHEL on the bank guarantee / deposit amount or balance payment or any other money which may become due owing to difference or misunderstanding or any dispute before any quasi judicial authority between BHEL and the Supplier / Contractor.
5.	**GUARANTEE :** The equipment / material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design & engineering, material, workmanship & manufacture and in full conformity with the Purchase Order / Contract, Technical Specifications & approved drawings / data sheets, if any, for 18 months from the date of last delivery or 12 months from the date of commissioning, whichever is earlier. Wherever Erection, Testing & Commissioning at Site are also in the scope of the Supplier, the guarantee period shall be 18 months from the date of last delivery or 12 months from the date of commissioning, whichever is later. The defective equipment / material / component shall be replaced free of cost at site. Freight & Insurance during transit shall also be in the scope of the supplier / contractor. Any expenditure for dismantling and re-erection of the replaced equipment / material / component shall be to supplier's / contractor's account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days from the date of reporting the defect / rejection etc. In the event of the supplier / contractor failing to replace the defective equipment / material / component within the time period mentioned above, BHEL may proceed to undertake the replacement of such defective equipment / material / component at the risk and cost of the supplier / contractor without prejudice to any other rights under the contract and recover the same from PBG / other dues of this Purchase

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	Order / Contract or any other Purchase Order / Contract executed by the supplier / contractor. Note : i) In case of Illumination System, items viz. Lamps, Tubes, Ballast, Starters, Capacitors & Fuses will not be under Guarantee after commissioning. ii) In addition to the above guarantee period, Extended Guarantee / Warranty, if any, shall be as per NIT / Technical Specifications. iii) In case offer of agent of Foreign OEM / Foreign Principal is considered, as per Clause No. 1.12 above, Guarantee as mentioned above has to be provided by the Foreign OEM / Foreign Principal also.
6.	**LATENT DEFECT :** Liability for latent defects shall be for defects inherently lying within material or arising out of design deficiency which does not manifest itself during guarantee period but later and shall be limited to five years from the expiry of the guarantee period.
7.	**PERFORMANCE BANK GUARANTEE (PBG) :** Supplier shall arrange to submit Performance BG / Deposit on a non-judicial stamp paper of appropriate value along with first invoice or within 60 days from placement of Purchase Order (PO) whichever is earlier, in line with one of the applicable options as follows :- Option ñAò A single rolling PBG for Rs. 50 Lakhs initially valid for 18 months with claim period of 3 months extra over and above 18 months for all the Purchase Orders being executed for Transmission Business Group, BHEL. However, validity of the PBG shall be extended till 18 months from the date of last delivery with 3 months claim period extra over and above 18 months. Single Rolling PBG option shall not be applicable in case Ex-works value of the PO at the time of placement of PO exceeds Rs. One Crore. Option ñBò PBG for 10% of the total Ex-works PO value, valid for 18 months from the date of last delivery with claim period of 3 months extra over and above 18 months. Ex-works PO value at the time of placement of PO shall be considered for calculation of the PBG amount. Option ñCò In case the total Ex-works PO value at the time of placement of PO does not exceed Rs. Ten Lakhs, interest free Deposit of 10% of the total Ex-works PO value at the time of placement of PO in form of Demand Draft favouring ñBharat Heavy Electricals Limitedò and payable at New Delhi / Delhi / Noida shall also be acceptable to BHEL in lieu of PBG, which shall be released after expiry of 21 months from the date of last delivery after deduction, if any, within 60 days from receipt of invoice in 3 sets (original + 2 copies) to be submitted by the supplier. Note : i) The Bank Guarantee shall be from any bank as per Annexure for List of Banks (32 Nos.). The original PBG should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida. ii) Extension of validity of the PBG 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 PBG. iii) Unless otherwise specified in the NIT, deviation taken for non-submission of PBG / Deposit, as applicable, shall not be accepted.

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	iv) Supplier has to confirm one of the applicable options for submission of PBG / Deposit before placement of PO. v) In case of nonï submission PBG / Deposit, as applicable, BHEL reserve the right for Risk Purchase as per terms of the NIT and impose Suspension of Business Dealings with the Supplier / Contractor. vi) BHEL reserve the right to encash the Bank Guarantee and forfeit the amount in the event of any default, failure or neglect on part of the Supplier in fulfilment of performance of the Purchase Order. vii) Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in Purchase Order value up to ± 20%. Beyond this variation of ± 20%, the Supplier shall arrange to enhance or may reduce the value of the Bank Guarantee accordingly for the total variation promptly. viii) 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.
8.	**SUBMISSION OF DRAWINGS / DOCUMENTS FOR APPROVAL :** Supplier shall submit the master document list within 7 days from date of Purchase Order / Contract, unless otherwise specified in the NIT, with planned dates for submission which shall be in line with activity schedule as per Purchase Order / Contract and shall be finalized with BHEL Engineering Management. Date of first submission of drawings / documents shall be certified by BHEL Engineering Management after the receipt of applicable drawings / documents (e.g. project specific cover sheet, GTP, OGA drawings, schemes, type test reports etc.) by BHEL. During detailed engineering stage, necessary hard copies of the engineering drawings / documents shall also be submitted by the supplier as per the Purchase Order / Contract requirement. The supplier shall also submit the packing drawings as per technical specifications. In case item(s) offered require any interface details of other item (not in the scope of supplier & required for operating the equipment), the supplier has to submit interfaces schedule along with submission of engineering drawings / documents. It shall be responsibility of the supplier to get the details of the interfaced item from BHEL before manufacturing to avoid any mismatch at site.
9.	**FINAL DOCUMENTATION :** Final documentation as called in the Technical /contract specification is to be submitted within 3 months from the date of first delivery of respective equipment, item/material. After submission of Final Documentation, BHEL Engineering Management (TBEM) will issue a Certificate of Completion of Final Documentation. Wherever Final Documentation is not applicable, BHEL Engineering Management (TBEM) will issue confirmation regarding the same, Vendor to submit the Certificate of Final Documentation /Confirmation regarding Non applicability of Final Documentation, as the case may be, to BHEL TBMM. In case of Non Submission of Certificate of Final Documentation /Confirmation regarding Non applicability of Final Documentation, BG will be liable for encashment.
10.	**INSPECTION :** BHEL / customer / third party shall inspect equipment / material before despatch. Stage inspection during manufacturing may also be carried out. Material to be despatched only after getting Material Despatch Clearance Certificate (MDCC) / MICC issued by BHEL. Supplier shall send inspection call on prescribed format / web site only, with an advance notice of 15 days. Supplier to ensure submission of all routine / acceptance test reports, inspection

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	reports and all other documents related to inspection, immediately to BHEL. BHEL representative is authorised to carry out audits along with Third Party Inspection Agency at vendor's / supplier's works before clearing the items for despatch.
11.	**DESPATCH DOCUMENTS :** Despatch documents to be immediately sent to BHEL on despatch are as follows :- • Copy of Invoice • Copy of LR / GR in case of Indian suppliers or BL / AWB in case of foreign suppliers • Copy of Packing List (Case-wise) • Copy of Transit Insurance Certificate from underwriters • Copy of Guarantee Certificate
12.	**DELIVERY PERIOD :** Delivery / Completion requirement shall be mentioned in the NIT. Bidder to specify best delivery / completion period possible in weeks from the date of LOI / PO as per activity schedule for consideration by BHEL. Time required for type test, if applicable, is to be separately indicated. Note : LR / GR date or invoice date (whichever is later) for indigenous supplies and BL / AWB date for FOB / CIF (if applicable) contracts shall be considered as delivery date.
13.	**LIQUIDATED DAMAGES FOR DELAYED DELIVERY**: In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.5% of the total Purchase Order value for supply (incl. taxes and duties, freight & insurance as applicable) per week of delay or part thereof subject to a maximum of 10% of the total Purchase Order value for supply (incl. taxes and duties, freight & insurance as applicable) shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD. However, in case of staggered (lot-wise) contractual delivery schedule, an amount of 0.5% of the total Purchase Order value for supply (incl. taxes, duties, freight & insurance as applicable) of delayed lot per week of delay or part thereof subject to maximum of 10% of the total Purchase Order value. (Incl taxes, duties, Freight &Insurance as applicable) shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD. Note : i) In case of any amendment / revision in PO /WO, the LD shall be linked to the amended / revised Purchase Order / Contract value and delivery / completion time / schedule, if applicable. ii) LR / GR date or invoice date (whichever is later) for indigenous supplies and BL / AWB date for FOB / CIF (if applicable) for imported supplies shall be treated as the date of dispatch for levying LD as above. iii) However, for indigenous supply, if time period between date of receipt of material at site / destination by Site Official & the date of LR / GR or invoice (whichever is later) is more than 30 days, where distance from place of despatch as per LR / GR is upto 1000 Kms or if time period between date of receipt of material at site / destination by Site Official & the date of LR / GR or invoice (whichever is later) is more than 45 days, where distance from place of despatch as per LR / GR is more than 1000 Kms, such excess period shall also be considered for LD purpose. iv) If, as per supplier, delay is not attributable to the supplier, delay analysis with documentary evidence may be submitted by the supplier at the earliest but not

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	later than six months from the end of the financial year in which the payment is withheld. Based on the above details / documents submitted by the supplier, BHEL shall take final decision and if considered appropriate by BHEL, withheld amount (full or part as the case may be) shall be released, otherwise, full or balance withheld amount shall be treated as deduction of Liquidated Damages (LD) towards delayed delivery.
14.	**VALIDITY OF OFFER :** The offer shall be valid for 120 days from the due date of opening of tender (i.e. techno-commercial bid unless otherwise specified in the NIT). Prices of Spares, wherever they optional items, shall be valid till two years from the date of placement of PO.
15.	**ACCEPTANCE / REJECTION OF TENDER :** BHEL reserve the right to reject in full or part, any or all tender without assigning any reason thereof. BHEL also reserve right to vary the quantities as mentioned in the NIT. Acceptance of offer is subject to vendor approval by customer before opening of price bid. BHEL shall not be bound by any power of attorney granted by tenderer or by changes in composition of the firm made subsequent to award of order / contract. BHEL may however recognize such power of attorney and changes after obtaining proper legal advice, cost of which will be chargeable to the seller / contractor concerned. If the tenderer deliberately gives wrong information, BHEL reserves the right to reject such an offer at any stage or cancel the order / contract, if awarded, and forfeit the security deposit and bank guarantee.
16.	**DEVIATION :** The bids having deviation(s) w.r.t. tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder.
17.	**TENDER EVALUATION :** Comparative statement shall be prepared and evaluated on total cost basis at destination/site (as per terms of NIT) considering overall quantity indicated in NIT unless contrary to same is specifically mentioned in the tender enquiry / NIT. Total cost for this purpose shall include cost of scope of work as mentioned in NIT along with applicable taxes & duties, and other services etc. (if applicable). GST input credit available to BHEL shall be reduced from prices while determining L1 status. In case all bidders are foreign & Port of Import (destination port) is same for all the bidders, evaluation of offers shall be done on CIF (Port of Import) basis. Otherwise, evaluation of offers shall be done on the basis of delivered cost at site /destination to BHEL. Further, in case of foreign bidders, marine freight & insurance are to be quoted separately & the purchase order may be placed on FOB basis with an option for delivery on CIF / CFR basis, if required, later. In case of foreign bidders, Exchange Rate (TT selling rate of State Bank of India) as on date of tender opening (Part-I Bid in case of two part bid) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken for tender evaluation.
18.	**LOADING CRITERIA :** List of permissible deviations & loading criteria thereof are as follows :- a) Payment Terms Base rate of SBI (as applicable on the date of bid opening / techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidder(s) against terms of payment in the NIT. b) Liquidated Damages (LD) for Delayed Delivery

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	Loading on LD clause shall be to the extent to which it is not agreed to by the bidder (at offered value). c) In case of foreign bidders, if the quoted prices is on CIF basis only, it shall be loaded to arrive at total FOR (Site / Destination) price, as applicable, by factors as follows :- i) Port handling / clearing charges: @ 1% of CIF value to arrive at Customs Assessable Value. ii) Custom Duty (including CVD & SAD) as per NIT prevailing on date of price bid opening. iii) Inland Freight & Transit Insurance: @ 5% of CIF value where distance between site / destination and Port of Discharge is upto 1000 Kms or @ 7% of CIF value where distance between site / destination and Port of Discharge is more than 1000 Kms. Note : Additional deviations (if considered acceptable by BHEL) & the loading criteria shall be communicated to all the qualified bidders before price bid opening.
19.	**ARBITRATION :** In the event of any dispute emanating from and relating to this contract, the matter shall be referred to the sole arbitration of the person appointed by the competent authority of BHEL. Subject to aforesaid, the provisions of ñThe Arbitration and Conciliation Act, 1996ò and the rules made thereunder as amended from time to time in India shall apply to the arbitration proceedings. The venue of arbitration shall be in New Delhi. Further there shall be no claim for any pre-reference or pendente-lite interest on the claims and any claim for such interest made shall be void. However, in case of contract with Public Sector Enterprise / Undertaking (PSE/PSU) or Govt. Dept., the extant guidelines of Govt. of India shall be followed.
20.	**LEGAL SETTLEMENT :** Indian Courts at New Delhi / Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable. Contract, including all matters connected with contract, shall be governed by the Indian Law, both substantive and procedural, for the time being in force including modification thereto.
21.	**SUB-CONTRACTING :** In case further subcontracting of BHEL Purchase Order / Contract or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However it shall not absolve the Supplier / Contractor of the responsibility of fulfilling BHEL Purchase Order / Contract requirements. In case of subcontracting of Purchase Order / Contract awarded by BHEL or part thereof without such permission, BHEL reserve the right to cancel the Purchase Order / Contract and source such material / component / equipment / system from any other agency at the risk and cost of the Supplier / Contractor. If Supplier / Contractor is an individual or proprietary concern and the individual or the proprietor dies or the partnership is dissolved or substantially affected, then unless BHEL is satisfied that legal representative of individual Supplier / Contractor or proprietor of proprietary concern and surviving partners of partnership firm are capable of carrying out and completing the Purchase Order / Contract, BHEL shall be entitled to cancel the Purchase Order / Contract as to its incomplete portion and without being in any way liable to payment of any compensation to legal representative of Supplier / Contractor and / or to surviving partners of Supplierõs / Contractorõs firm on account of cancellation of the Purchase Order / Contract. Decision of BHEL that legal representatives of deceased Supplier / Contractor or

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	surviving partners of the Supplier's / Contractor's firm cannot carry out and complete the Purchase Order / Contract shall be final and binding on the parties hereto. Terms and Conditions shall not get affected in case of de-merger / amalgamation / taking-over / re-constitution etc.
22.	**RISK PURCHASE :** In case the Supplier / Contractor fails to supply or fails to comply with terms & conditions of the Purchase Order / Contract or delivers equipment / material not of the contracted quality or fails to adhere to the contract specifications or fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery / completion period to justify that supplies shall be inordinately delayed beyond contractual delivery / completion period, BHEL reserve the right to cancel the Purchase Order / Contract either in whole or in part thereof without compensation to Supplier / Contractor and if BHEL so desires, may procure such equipment / material / items not delivered or others of similar description where equipment / material / items exactly complying with particulars are not readily procurable in the opinion of BHEL which is final and in such manner as deemed appropriate, at the risk and cost of the Supplier / Contractor and the Supplier / Contractor shall be liable to BHEL for any excess cost to BHEL. However, the Supplier / Contractor shall continue execution of the Purchase Order / Contract to the extent not cancelled under the provisions of this clause. Recovery amount on account of purchases made by BHEL at the risk and cost of Supplier / Contractor shall be the difference of total value of new Purchase Order (PO) value and total value of old Purchase Order for applicable items, where the total value of new PO is more than total value of old PO for applicable items, plus additional 15% of the total ex-works value of new PO as overheads. The Supplier / Contractor shall on no account be entitled to any gain on such risk & cost purchase. In case the purchase order (PO) value of the new PO is less than the PO value of the old PO, 15% of the total ex-works value of the new PO shall be recovered as overheads and the difference between the PO value of the old PO and the new PO shall not be considered for calculation of the recovery amount.
23.	**ADJUSTMENT OF RECOVERY :** Any amount payable by the Supplier / Contractor under any of the condition of this contract shall be liable to be adjusted against any amount payable to the Supplier / Contractor under any other Purchase Order / Contract awarded to him by any BHEL unit. This is without prejudice to any other action, as may be deemed fit, by BHEL.
24.	**FORCE MAJEURE CONDITION :** If by reason of war, civil commotion, act of god, Government restrictions, strike, lockout which are not in control of Supplier / Contractor the deliveries / services are delayed, Supplier / Contractor shall not be held responsible. If at any time during the continuance of the Purchase Order / Contract, the performance in whole or in part by either party of any obligations under the Purchase Order / Contract is prevented or delayed by reason of any war hostilities, acts of the public enemy, restrictions by Govt. of India, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strike, lock-outs or acts of God (hereinafter referred to as "event"), which are not in control of Supplier / Contractor or BHEL, then provided notice of the happening of such event is given by either party to the other within fifteen (15) days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the Purchase Order / Contract nor shall have any claim for damages against each other in respect of such non-performance and delay in performance. Performance under the Purchase Order / Contract shall be resumed immediately after such event has come to an end or

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	ceased to exist and decision of BHEL as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties hereto. In the event of the parties hereto not able to agree that a force majeure event has occurred, the parties shall submit the disputes for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event. Notwithstanding above provisions, BHEL shall reserve the right to cancel the Purchase Order / Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of delivery and other schedules.
25.	**MANUFACTURING QUALITY PLAN (MQP) :** Supplier to submit approved MQP in line with requirement of BHEL/customer.
26.	**SUPPLIER PERFORMANCE MONITORING AND RATING SYSTEM :** BHEL reserve the right for evaluation of Supplier Performance Rating as per Supplier Performance Monitoring and Rating System of BHEL for necessary action. Details are available at BHEL Website www.bhel.com for reference.
27.	**DEALING WITH BANNED SUPPLIERS / CONTRACTORS IN BHEL :** Offers of the bidders, who are on the banned list, as also the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com for reference.
28.	**ORDER OF PRECEDENCE :** The order of precedence shall be as follows :- a) Special Terms & Conditions (STC) for Tender Enquiry / Contract, if any b) General Terms & Conditions (GTC) for Tender Enquiry / Contract & Additional General Terms & Conditions (GTC) for Tender Enquiry / Contract for Erection Testing & Commissioning (ETC) at Site, if applicable Provisions in (a) above shall prevail over (b). In case of conflict, between Technical Specifications and STC / GTC, bidder to seek necessary clarifications from BHEL concerned official as specified in NIT.
29.	**PACKING :** Packing shall be in conformity with specifications and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage. In case of shipment by sea or air, the packing shall be sea-worthy or air-worthy respectively and of international standards. Different types of spares i.e. start-up / commissioning spares and initial spares (mandatory spares and recommended O&M spares) are to be packed separately. Packing List shall be submitted as per standard format along with advance set of documents for claiming payment which shall also indicate :- a) Case / Packing size (as applicable). b) Gross weight and net weight of each package. c) Detailed contents of the package with quantity of each item separately. Project, Item / Package Description, BHEL's PO No. with date & Case / Packing Mark should also be clearly mentioned on the Case / Packing and Packing List for identification. Also, Packing List must be duly signed & should include respective Invoice No. & LR No. Note : Foreign suppliers to furnish details to arrange inland transportation by BHEL, if applicable, as follows :- i) No. of Packages ii) Size with Weight (Gross & Net) of each Package iii) No. of Containers with type & size required for inland transportation

Sr. No.	
	iv) Type of Cargo (Break Bulk / LCL / FCL) v) Customs Tariff No.
30.	**COLOUR CODING :** Aluminium stickers are required to be attached to large components but plastic sheet tags should be tied with small components, giving details like purchase order, description of the component, quantity etc. Tags should be of the colour as follows :- a) Main equipment : Yellow or White tag b) Start-up / Commissioning spares : Blue tag c) Mandatory spares : Pink or Red tag d) Recommended / O&M spares : Green tag
31.	**MICRO, SMALL & MEDIUM ENTERPRISES (MSME) :** MSMED Act 2006 as amended from time to time & extant regulations of Govt. of India for MSME will be applicable. Micro & Small Enterprises (MSE) can avail the intended benefits only if they submit along with the offer / bid, attested copies of either Acknowledgement of Entrepreneur Memorandum Part-II (EM-II certificate) having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (As per BHEL format where deemed validity of EM-II certificate of five years have expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of opening (for Techno-commercial Bid : Part-I in case of two part bid). Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or arrested (in original) by a Gazetted officer. Copy of Udyog Aadhaar Memorandum with Acknowledgement of Ministry of Micro, Small & Medium Enterprises should also be furnished.
32.	**BUSINESS ETHICS / SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS :** If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution, indulges in malpractices cheating, bribery, fraud or other misconduct or formation of cartel so as to influence the bidding process or influences the price or fails to perform or is in default without any reasonable cause etc or performs any act considered objectionable as per extant guidelines, action may be taken against such bidders/supplier/contractor as per extant "Guidelines for Suspension of Business Dealings with Suppliers/Contractors". Abridged version of same is available at BHEL website (www.bhel.com) on "Supplier Registration" Page.
33.	**REVERSE AUCTION :** BHEL reserve the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder or price bid submitted by the bidder through e-procurement system. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their unconditional acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. General Terms and Conditions of RA are available at Annexure. Business Rules for

Sr. No.	
	RA shall be sent to the bidders before conducting RA. Abridged Version of "Common Guidelines for Conducting Reverse Auction" may also be seen at BHEL website (www.bhel.com) on "Supplier Registration" Page & "Tender Notifications" Page.
34.	**INTEGRITY PACT :** 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.
35.	**TERMINATION OF CONTRACT :** BHEL shall have the right to cancel the Purchase Order / Contract without any financial implication to BHEL if vendor approval by end user / customer is withdrawn or in case of Suspension of Business Dealings with the Suppliers / Contractors by BHEL. BHEL shall have the right to cancel Purchase Order / Contract, wholly or in part, in case they are obliged to do so on account of any decline, diminution, curtailment or stoppage of their business and in that event, the Supplier's / Contractor' compensation claim shall be settled mutually. In case of cancellation of Purchase Order / Contract for main supply, all other associated Purchase Orders / Contracts like those for Mandatory Spares / Recommended Spares / Erection, Testing & Commissioning (ETC) / Supervision of ETC, if any, would also get cancelled.
36.	**SHELF LIFE :** Supplier has to inform the list of the items / sub-items which have limited shelf life like consumables or those required for the first fill and shall indicate the corresponding shelf life period in the offer. Such items / sub-items shall be manufactured / despatched only after getting formal clearance from BHEL.
37.	**LIMITATION OF LIABILITY :** Notwithstanding any other provisions, except in cases of wilful misconduct and / or criminal negligence / acts, a) Neither the Supplier / Contractor nor BHEL shall be liable to the other, whether in Purchase Order / Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Supplier / Contractor to pay Liquidated Damages to the BHEL and b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed total Contract Price, provided however that this limitation shall not apply to any obligation of the Vendor to indemnify BHEL with respect to Patent Infringement or Intellectual Property Rights.
38.	**SHORTAGES / DAMAGES :** a) Against Supply only or Supply where Supervision of Erection, Testing & Commissioning (ETC) at Site or Supply where Testing & Commissioning at Site is in scope of the supplier : Any shortages and / or damages in supplies shall be supplied / replenished free of cost by the supplier as early as possible but not later than 30 days from the date of intimation by BHEL to the supplier. b) Against Supply where Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier :

Sr. No.	
	Any shortages and / or damages in supplies and during handling / storage, erection, testing and commissioning at site shall be supplied / replenished free of cost by the Supplier / Contractor, as early as possible, to meet the contractual completion time / schedule. Note: There shall not be any extension in the contractual delivery time / schedule due to any shortages and / or damages in supplies.
39.	**VARIATION OF CONTRACT VALUE / QUANTITY VARIATION :** BHEL shall have the right to variation in quantities of items within ± 30% of the total Purchase Order / Contract value at the time of placement of PO or award of Contract on overall basis for all amendments together within two years from the date of original Purchase Order / Contract or completion of execution of the Purchase Order / Contract whichever is earlier but quantities of individual items may vary to any extent or may get deleted unless otherwise specified in the technical specifications. No compensation is payable due to variation in the quantities and the Supplier / Contractor shall be bound to accept the same the contracted prices / rates without any escalation. However, if the Purchase Order / Contract is on ñLumpsumò basis, no variation of Purchase Order / Contract value shall be admissible to the Supplier / Contractor within the scope of Purchase Order / Contract, as long as the inputs remain unchanged.
40.	**STATUTORY VARIATION :** GST rates prevailing at the time of dispatch of goods / completion of services shall be payable by BHEL. All other taxes, duties, charges, royalty, cess, other levies shall be deemed to be included in the Ex Works Prices / Charges quoted by bidders and no variations shall be payable in respect thereof. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the BHEL. Notwithstanding anything above, where the actual completion of the supply / services occurs beyond the period stipulated in the Purchase Order / Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Supplier / Contractor alone shall bear the impact for the upward revisions and for downward revisions BHEL shall be given the benefit of reduction in applicable taxes /GST. This will be without prejudice to the levy of liquidated damages for delay in delivery / completion. If new tax is introduced by Central/ State Govt / Municipality becomes directly applicable on items specified in Bill of Quantities/Purchase Order/Contract, full reimbursements shall be made provided it becomes applicable on items specified in Bill of Quantities. However, any additional tax implication due to delay in delivery, beyond the Contractual Delivery, attributable to supplier shall be borne by supplier.
41.	**MODE OF PAYMENT :** Payment shall be made directly to the Supplier / Contractor by BHEL through NEFT / RTGS.
42.	**CONFIDENTIALITY :** Supplier / Contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents etc. belonging to BHEL and also of systems, procedures, reports, input documents, manuals, results and any other BHEL documents discussed and / or finalized during the course of execution of Purchase Order / Contract.
43.	**INDEMNIFICATION :** The Supplier / Contractor shall indemnify and keep indemnified and hold harmless BHEL and its employees and officers from and against any and all claims, suits, actions or administrative proceedings, demands, losses, damages, costs and

Sr. No.	
	expenses and any other claim of whatsoever nature in respect of the death or injury of any person or loss of or damage to any property arising during the course and out of the execution of the Purchase Order / Contract.
44.	**TITLE OF GOODS :** a) Ownership of the equipment / material procured in India, shall be transferred to BHEL upon loading on to the mode of transport to be used for transportation of the said equipment / material from the works to the site / destination and upon endorsement of the dispatch documents in favour of BHEL. b) Ownership of the equipment / material to be imported into the country where the site is located, if not procured in India, shall be transferred to BHEL upon loading on the mode of transport to be used for transportation of the equipment / material from the country of origin to that country / destination and upon endorsement of despatch document in favour of BHEL. c) Notwithstanding the transfer of ownership of the equipment / material, the responsibility for care and safe custody thereof together with the risk of loss or damage thereto for whatsoever reason shall remain with the Supplier.
45.	**COMPLIANCE OF STATUTORY REQUIREMENTS :** The vendor shall comply with all State and Central Laws / Acts, Statutory Rules, Regulations etc., as may be enacted by the Government during the tenure of the Purchase Order / Contract and having in force and applicable to the Purchase Order / Contract and nothing shall be done by the Supplier / Contractor in contravention of any Law / Act and / or Rules / Regulations, thereunder or any amendment thereof. The Supplier / Contractor shall pay all taxes, fees, licence charges / deposits, duties, tolls, royalty, commissions or other charges which may be levied on account of any of his operations connected with the Purchase Order / Contract. In case BHEL is constrained to make any of such payments, BHEL shall recover the same from the Supplier / Contractor either from moneys due to him or otherwise as deemed fit.
46.	**ACCEPTANCE OF ORDER :** Supplier should acknowledge and accept the Letter of Award / Purchase Order issued by BHEL within 7 days of the issue of Letter of Award / Purchase Order. In case of any discrepancy / typographical error in issue of Purchase Order / Contract, the agreed terms & conditions, scope of work, rates / prices for placement of PO / award of contract shall be applicable and BHEL reserves the right to issue amendment(s) to PO / Contract for correction of discrepancies / typographical errors in the PO / Contract at a later date.
47.	**FRAUD PREVENTION POLICY :** The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

Signature of Bidder (Authorized Signatory) with Date & Seal

PROJECT:	RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN
ITEM:	SUPPLY OF DC PORCELAIN POST INSULATORS
ENQUIRY No.	27G2700109 dated 20.08.2026

ANNEXURE – I

TECHNICAL PRE QUALIFICATION REQUIREMENT

Name of Project : ±800kV, 6000MW HVDC Terminals at Bhadla (HVDC) & Fatehpur (HVDC) along with associated AC substations and AC Substation extension at Bhadla-3 associated with "Transmission system for evacuation of Power from REZ in Rajasthan (20GW) under Phase-III, Part-I

Name of Customer : ADANI ENERGY SOLUTIONS LIMITED

Name of Item : DC PORCELAIN POST INSULATOR

TECHNICAL PRE-QUALIFICATION REQUIREMENT
The bidder should have manufactured, type tested (as per IEC / IS) and supplied 220KV(AC) or above class of Porcelain Post insulators as on date 20/01/2025.

SUPPORTING DOCUMENTS TO BE ATTACHED

(As applicable as per PQ requirement)

Sr	Required Criteria	Supporting Documents to be submitted by bidder along with technical bid
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 e.t.c
4	Type Test	TTR approval from customer / Type Test Report etc.

Notes (General points):

1. Consideration of offer shall be subject to customer's approval of bidder's, if applicable.
2. 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.
3. 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.
4. 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.

PREPARED BY
SHOBHNA SINGH
DGM-TBEM

REVIEWED & APPROVED BY
SANJEEV KUMAR SHRIVASTAVA
AGM-TBEM

Signature of the authorized representative of

Place	: ………………………………..	Bidder's Name	: …………………………………………………
Date	: ………………………………..	Designation	: …………………………………………………
		Company Seal	: …………………………………………………

PROJECT:	RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN
ITEM:	SUPPLY OF DC PORCELAIN POST INSULATORS
ENQUIRY No.	27G2700109 dated 20.08.2026

ANNEXURE – II

ACTIVITY SCHEDULE

SN	ACTIVITY	ACTIVITY TIME [in weeks] RPPTL (AESL) HVDC FATEHPUR	ACTIVITY TIME [in weeks] RPPTL (AESL) BHADLA RAJASTHAN	REMARKS
1.	Input by BHEL from PO (In scope of BHEL)	1	1	BHEL SCOPE
2.	Submission of Documents necessary for getting manufacturing clearance like Drawings, Data sheet MQP etc.	2	2	SUPPLIER SCOPE
3.	Manufacturing Clearance	3	3	BHEL SCOPE
4.	Manufacturing time and raising of Inspection Call	24	24	SUPPLIER SCOPE
5.	BHEL/Customer Inspection & Dispatch Clearance	2	2	BHEL SCOPE
6.	Dispatch	2	2	SUPPLIER SCOPE
	Activity Time for supply:	**34 Weeks**	**34 Weeks**	

Signature of the authorized representative of

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

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

ANNEXURE - BOQ

Sl. No.	Item Description	Site	UOM	Qty	UNIT RATE (Ex-W + P&F+ F&I)	Total RATE	GST on TOTAL RATE	Total cost to BHEL
1	SUPPLY- POST INSULATORS : INDOOR DC POST INSULATOR (ITEM-361) FOR BHADLA HVDC	RPPTL (AESL) BHADLA RAJASTHAN	Nos.	36	Quoted	Quoted	Quoted Mention GST % Quoted	Quoted
2	SUPPLY- POST INSULATORS : OUTDOOR DC POST INSULATOR (ITEM-362) FOR BHADLA HVDC	RPPTL (AESL) BHADLA RAJASTHAN	Nos.	20	Quoted	Quoted	Quoted Mention GST % Quoted	Quoted
3	SUPPLY- POST INSULATORS : OUTDOOR DC POST INSULATOR (ITEM-363) FOR BHADLA HVDC	RPPTL (AESL) BHADLA RAJASTHAN	Nos.	294	Quoted	Quoted	Quoted Mention GST % Quoted	Quoted
4	SUPPLY- POST INSULATORS : OUTDOOR DC POST INSULATOR (ITEM-364) FOR BHADLA HVDC	RPPTL (AESL) BHADLA RAJASTHAN	Nos.	8	Quoted	Quoted	Quoted Mention GST % Quoted	Quoted
5	SUPPLY- POST INSULATORS : OUTDOOR DC POST INSULATOR (ITEM-365) FOR BHADLA HVDC	RPPTL (AESL) BHADLA RAJASTHAN	Nos.	12	Quoted	Quoted	Quoted Mention GST % Quoted	Quoted
6	SUPPLY- POST INSULATORS : OUTDOOR DC POST INSULATOR (ITEM-366) FOR BHADLA HVDC	RPPTL (AESL) BHADLA RAJASTHAN	Nos.	20	Quoted	Quoted	Quoted Mention GST % Quoted	Quoted
7	SUPPLY- POST INSULATORS : OUTDOOR DC POST INSULATOR (ITEM-367) FOR BHADLA HVDC	RPPTL (AESL) BHADLA RAJASTHAN	Nos.	12	Quoted	Quoted	Quoted Mention GST % Quoted	Quoted
8	SUPPLY- POST INSULATORS : OUTDOOR DC POST INSULATOR (ITEM-368) FOR BHADLA HVDC	RPPTL (AESL) BHADLA RAJASTHAN	Nos.	16	Quoted	Quoted	Quoted Mention GST % Quoted	Quoted
9	SUPPLY- POST INSULATORS : OUTDOOR DC POST INSULATOR (ITEM-369) FOR BHADLA HVDC	RPPTL (AESL) BHADLA RAJASTHAN	Nos.	8	Quoted	Quoted	Quoted Mention GST % Quoted	Quoted
10	SUPPLY- POST INSULATORS : INDOOR DC POST INSULATOR (ITEM-361) FOR FATEHPUR HVDC	RPPTL (AESL) HVDC FATEHPUR	Nos.	36	Quoted	Quoted	Quoted Mention GST % Quoted	Quoted
11	SUPPLY- POST INSULATORS : OUTDOOR DC POST INSULATOR (ITEM-362) FOR FATEHPUR HVDC	RPPTL (AESL) HVDC FATEHPUR	Nos.	20	Quoted	Quoted	Quoted Mention GST % Quoted	Quoted
12	SUPPLY- POST INSULATORS : OUTDOOR DC POST INSULATOR (ITEM-363) FOR FATEHPUR HVDC	RPPTL (AESL) HVDC FATEHPUR	Nos.	286	Quoted	Quoted	Quoted Mention GST % Quoted	Quoted
13	SUPPLY- POST INSULATORS : OUTDOOR DC POST INSULATOR (ITEM-364) FOR FATEHPUR HVDC	RPPTL (AESL) HVDC FATEHPUR	Nos.	8	Quoted	Quoted	Quoted Mention GST % Quoted	Quoted
14	SUPPLY- POST INSULATORS : OUTDOOR DC POST INSULATOR (ITEM-365) FOR FATEHPUR HVDC	RPPTL (AESL) HVDC FATEHPUR	Nos.	12	Quoted	Quoted	Quoted Mention GST % Quoted	Quoted
15	SUPPLY- POST INSULATORS : OUTDOOR DC POST INSULATOR (ITEM-366) FOR FATEHPUR HVDC	RPPTL (AESL) HVDC FATEHPUR	Nos.	20	Quoted	Quoted	Quoted Mention GST % Quoted	Quoted
16	SUPPLY- POST INSULATORS : OUTDOOR DC POST INSULATOR (ITEM-367) FOR FATEHPUR HVDC	RPPTL (AESL) HVDC FATEHPUR	Nos.	12	Quoted	Quoted	Quoted Mention GST % Quoted	Quoted
17	SUPPLY- POST INSULATORS : OUTDOOR DC POST INSULATOR (ITEM-368) FOR FATEHPUR HVDC	RPPTL (AESL) HVDC FATEHPUR	Nos.	16	Quoted	Quoted	Quoted Mention GST % Quoted	Quoted
18	SUPPLY- POST INSULATORS : OUTDOOR DC POST INSULATOR (ITEM-369) FOR FATEHPUR HVDC	RPPTL (AESL) HVDC FATEHPUR	Nos.	8	Quoted	Quoted	Quoted Mention GST % Quoted	Quoted

PROJECT	**RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN**
ITEM	**SUPPLY OF DC PORCELAIN POST INSULATORS**
ENQUIRY NO.	**27G2700109 dated 20.08.2026**

ANNEXURE-III

CHECKLIST FOR SUPPLY BILLS

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

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

Signature of the authorized representative

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

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

PROJECT	RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN
ITEM	SUPPLY OF DC PORCELAIN POST INSULATORS
ENQUIRY NO.	27G2700109 dated 20.08.2026

			3. Vendor's Invoice No. and Vehicle No. are mentioned				
			4. No. of boxes/ No. of packages are same as per Packing List				
			5. In case of and adverse remark on LR (Like shortages/ damages/ broken, etc.), clarification from site/ MM/ Commercial is needed				
			6. LR is readable				
			7. In case of photocopy, LR is verified by MM				
			8. LR Date is after the Date of MICC/ (MDCC if issued) or same Date				
3	Packing list - showing number of packages, and gross weight/ net weight (if applicable)	1 Original + 2 Copy	1. PO No. and Date, LR No. and Date, Invoice No. and Date, Site Name and Address, Consignor and Consignee Address are mentioned				
			2. Item description and quantity are matched with Invoice and PO				
			3. Signed and stamped by vendor				
			4. No. of packages/ Item descriptions are matched with MRC and LR				
4	MICC from BHEL	1 Original + 2 Copy	1. BHEL MICC has been issued prior to the Date of dispatch or on same Date				
			2. In case where MICC Date is after the Date of dispatch then MDCC Date is same or prior to the Date of dispatch				
			3. Project Name, PO, PO Date, Vendor's Name and Address is correct				

Signature of the authorized representative

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

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

PROJECT	**RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN**
ITEM	**SUPPLY OF DC PORCELAIN POST INSULATORS**
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			4. Item description, Quantity and unit of quantity are same as per PO and Invoice				
			5. All hold point in MICC, if any, have been resolved before submission of bill				
			6. Signed and stamped by BHEL Executive				
			7. MICC and MDCC quantity are not less than Invoice quantity and cover all invoiced items				
5	Guarantee Certificate	1 Original + 2 Copy	1. Project Name, PO No., Invoice No., LR No. and Date are mentioned				
			2. Guarantee Certificate is strictly matched with PO T&C				
			3. Signed and stamped by vendor				
6	Bank Guarantee	1 Copy	1. Ensure submission of BG directly from Bank before supply of material so that BG confirmation may be arranged before processing the bill				
			2. Bill can be processed only after receipt of BG confirmation directly from bank				
			3. It should be in the name of BHEL, TBG Noida with registered office address Siri Fort, New Delhi				
			4. It should be in prescribed format				
			5. BG value and validity plus claim period should be minimum as specified in PO/ RC. Please check before supply. If BG				

Signature of the authorized representative

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

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

PROJECT	**RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN**
ITEM	**SUPPLY OF DC PORCELAIN POST INSULATORS**
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			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				

Signature of the authorized representative

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

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

PROJECT	**RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN**
ITEM	**SUPPLY OF DC PORCELAIN POST INSULATORS**
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			3. If delay in delivery, then PVC indices are as per PO conditions				
9	Material Receipt Certificate		1. LR No. and Date, Invoice No. and Date, Vehicle No. and Date, Site Name an address are mentioned				
			2. Date of receipt of material				
			3. Item description and quantity are same as per Invoice/ Packing List				
			4. It is signed and stamped by Site Executive				
			5. In case of any shortages/ damages/ adverse remark, clarification is needed				
10	Other Documents		To be seen as per specific requirement of PO				
To be filled by BHEL-MM only							
11	Date of Submission of Last Billing Document		Date to be mentioned				
12	LD Calculation, if applicable, as per PO		Calculation Sheet of LD due to delay in delivery is attached				
13	Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes	1 Copy	Damages, if any mentioned in the Receipted LR have been accounted for. Withheld amount, if any__________		**Not to be filled by Vendor**		
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				

Signature of the authorized representative

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

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

PROJECT	**RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN**
ITEM	**SUPPLY OF DC PORCELAIN POST INSULATORS**
ENQUIRY NO.	**27G2700109 dated 20.08.2026**

15	PO copy	1 Copy	PO copy with original seal and signature is attached along with amendment, if any				
16	DAN	1 Copy	Relevant DANs are attached duly signed by MM representative				
***Note :**	**Every field to be ticked. If some document is not applicable, same should be mentioned. All Pages to be numbered upward from the bottom page**						
	Invoice Control No.				Vendor Signature	MM Signature	Finance Signature
					Date:	Date:	Date:

Signature of the authorized representative

Bidder's

Name : ……………………………………………………

Designation : ……………………………………………………

Company Seal : ……………………………………………………

Place : ………………………………..

Date : ………………………………..

PROJECT	**RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN**
ITEM	**SUPPLY OF DC PORCELAIN POST INSULATORS**
ENQUIRY NO.	**27G2700109 dated 20.08.2026**

ANNEXURE – IV

DELETED

Signature of the authorized representative

Bidder's
Name : ………………………………………………

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

Designation : ………………………………………………
Company Seal : ………………………………………………

PROJECT	**RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN**
ITEM	**SUPPLY OF DC PORCELAIN POST INSULATORS**
ENQUIRY NO.	**27G2700109 dated 20.08.2026**

ANNEXURE – V

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

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

ENQUIRY NO.	**27G2700109 dated 20.08.2026**
PROJECT	**RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN**
ITEM	**SUPPLY OF DC PORCELAIN POST INSULATORS**
% OF LOCAL CONTENT	**……….%**

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 **Post Insulators** *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:

Signature of the authorized representative

Bidder's

Place	: ………………………………..	Name	: ………………………………………………..
Date	: ………………………………..	Designation	: ………………………………………………..
		Company Seal	: ………………………………………………..

PROJECT	**RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN**
ITEM	**SUPPLY OF DC PORCELAIN POST INSULATORS**
ENQUIRY NO.	**27G2700109 dated 20.08.2026**

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

For and on behalf of …………………………………………………………… *(Name of firm/ entity)*

Authorized signatory (To be duly authorized by the Board of Directors)
(Insert Name, Designation and Contact No.)

Signature of the authorized representative

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

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

PROJECT	**RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN**
ITEM	**SUPPLY OF DC PORCELAIN POST INSULATORS**
ENQUIRY NO.	**27G2700109 dated 20.08.2026**

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;

Signature of the authorized representative

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

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

PROJECT	RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN
ITEM	SUPPLY OF DC PORCELAIN POST INSULATORS
ENQUIRY NO.	27G2700109 dated 20.08.2026

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;
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/).

Signature of the authorized representative

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

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

PROJECT	RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN
ITEM	SUPPLY OF DC PORCELAIN POST INSULATORS
ENQUIRY NO.	27G2700109 dated 20.08.2026

ANNEXURE-VII

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

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

ENQUIRY NO.	27G2700109 dated 20.08.2026
PROJECT	RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN
ITEM	SUPPLY OF DC PORCELAIN POST INSULATORS

Sl. No.	Description	Bidder's confirmation
1.	*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.* *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."*	**Agreed**

Note:

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

(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

Bidder's

Place : ....

Date : ....

Name : ....

Designation : ....

Company Seal : ....

PROJECT	**RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN**
ITEM	**SUPPLY OF DC PORCELAIN POST INSULATORS**
ENQUIRY NO.	**27G2700109 dated 20.08.2026**

ANNEXURE-VIII

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

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

ENQUIRY NO.	**27G2700109 dated 20.08.2026**
PROJECT	**RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN**
ITEM	**SUPPLY OF DC PORCELAIN POST INSULATORS**

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

Note:

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

(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

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

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

PROJECT	**RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN**
ITEM	**SUPPLY OF DC PORCELAIN POST INSULATORS**
ENQUIRY NO.	**27G2700109 dated 20.08.2026**

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 Aayog

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

Signature of the authorized representative

Place : ………………………………
Date : ………………………………

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

PROJECT	**RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN**
ITEM	**SUPPLY OF DC PORCELAIN POST INSULATORS**
ENQUIRY NO.	**27G2700109 dated 20.08.2026**

ANNEXURE-X

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

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

ENQUIRY NO.	**27G2700109 dated 20.08.2026**
PROJECT	**RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN**
ITEM	**SUPPLY OF DC PORCELAIN POST INSULATORS**

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 GoI 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

Bidder's

Place : ………………………………..

Date : ………………………………..

Name : ………………………………………………

Designation : ………………………………………………

Company Seal : ………………………………………………

ANNEXURE – XI

AA:SSP:IP:R05 dtd 28-01-2026

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 - 110 049 (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 ____ (hereinafter referred to as “Contract”). 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 panel of Independent External Monitor(s) (IEMs), 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.

Signature of the authorized representative

Bidder's

Place	: ……………………………….		Name	: ………………………………………………..
Date	: ……………………………….		Designation	: ………………………………………………..
			Company Seal	: ………………………………………………..

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. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during 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 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 Bharatiya Nyaya Sanhita (BNS) 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 shall 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, terminate the contract, if already awarded, exclude from future business dealings and/ 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 (s) from the tender process before award/ order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

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 or action can

Signature of the authorized representative

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

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

be taken as per the separate "Guidelines on Suspension of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder(s)/ Contractor(s)/ Sub-contractor(s)

6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.

6.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).

6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity 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 panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact on receipt of any complaint by them from the bidder(s).

8.2 The IEMs are 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 IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/ records/ information having National Security implications and those documents which have been classified as/ Top Secret are not to be disclosed.

8.4 The Principal will provide to the IEMs 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 IEMs the option to participate in such meetings.

8.5 The role of IEM is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.

8.7 The IEMs shall examine all the representations/ grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications, etc.

8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.

8.9 IEMs 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 Principal should be looked into by the CVO of the Principal.

8.10 If the IEMs have 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 IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment, etc. before the IEMs, the same shall be examined by the panel of IEMs.

Signature of the authorized representative

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

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

8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

8.13 The word `Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

9.2 If any claim is made/ lodged during currency of this Integrity Pact, 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 Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.

10.2 Changes and supplements as well as termination notices need to be made in writing.

10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.

10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact 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 Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/ expenses on dispute resolution shall be

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equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as per the terms & conditions of the Contract

Archana
Archana Kumari

For & On behalf of the Principal
(Office Seal)
Place: Noida

Date:

Witness:

....

Name & Address:
Sanjay K. Shukla
BHEL, TBG, NOIDA

……………………………………………………

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

Witness:

……………………………………………………..

Name & Address:

……………………………………………………..

Signature of the authorized representative

Bidder's
Name : ………………………………………………

Designation : ………………………………………………

Company Seal : ………………………………………………

Place : ……………………………….

Date : ……………………………….

PROJECT	RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN
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ANNEXURE-XII

- Name and Address of Company (manufacturing unit)
- Product Manufacturing Details for all Manufacturing Unit
- Organization chart with name, qualification and experience.
- Staff and Workmen Details: Technical, skilled workers, unskilled, others and total.
- Product Range and capacity
- Source of Raw Material/Bought Out Item along with location
- In-House Manufacturing and Testing Facilities
- Detail of Out Sourced Manufacturing activities (if any)
- Detail of Out Sourced Testing Facilities (if any)
- Type test summary report
- Manufacturing Quality Plan
- Past Experience for similar item supply (documentary evidence with minimum five years of experience is recommended)
- Performance feedback certificate
- List of supply for major Private & government Sector Company, Approval letter from major customers.
- Un-priced PO copy for major orders in order to verify the supply of item/equipment

- **Delivery status against each work order for last 2 years**

SR. No.	Customer Name	P O No. & date	Material details	Quantity	Last delivery date/ completion date

- **Last 3 years sales data (Contains: financial year, total sales in INR profit/loss)**

YEAR	SALES	PROFIT / LOSS
2020-21		
2021-22		
2022-23		

- Customer complain register along with RCA & CAPA (if any)
- NC Management Register
- Sample copy of Inspection Report
- ISO certificate and last audit report (if any)
- Factory license

Signature of the authorized representative

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

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

PROJECT	**RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN**
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- Environmental clearance if any
- Continual improvement supporting if any
- Business plan for next five years if any
- Record of Preventive Maintenance for last 6 months along with checklist for critical equipment.
- Annual PM Schedule along with actual PM record.
- Register for observations & continuous improvements
- Internal rejection registers along with trend analysis
- Vendor assessment process (if any)
- Vendor evaluation report for last year (if any)
- NABL Accreditation (if any)

Signature of the authorized representative

Bidder's

Place	: ………………………………..	Name	: …………………………………………………
Date	: ………………………………..	Designation	: …………………………………………………
		Company Seal	: …………………………………………………

PROJECT	RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN
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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 [1] (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__________ [2] 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 ....[3] valued at Rs...........[4] (Rupees -----------------------)/FC.................(in words...........) for ....[5] (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. ________________ __________________________.

Signature of the authorized representative

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

PROJECT	RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN
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We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.
We the ……………………bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We ……………. BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.
This Guarantee shall remain in force upto and including……………………………. [6] 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 ………………………………[7]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………………………… [8]
b) This Guarantee shall be valid up to ……………..[9]
c) Unless the Bank is served a written claim or demand on or before _____________[10] 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.

Signature of the authorized representative

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

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

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ENQUIRY NO.	**27G2700109 dated 20.08.2026**

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

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

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

[3] DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

[4] PROJECT/SUPPLY DETAILS

[5] BG AMOUNT IN FIGURES AND WORDS

[6] VALIDITY DATE

[7] DATE OF EXPIRY OF CLAIM PERIOD

[8] BG AMOUNT IN FIGURES AND WORDS.

[9] VALIDITY DATE

[10] DATE OF EXPIRY OF CLAIM PERIOD

Signature of the authorized representative

Bidder's

Place	: ………………………………..	Name	: …………………………………………………
Date	: ………………………………..	Designation	: …………………………………………………
		Company Seal	: …………………………………………………

PROJECT	**RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN**
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ANNEXURE-XIV

LIST OF CONSORTIUM BANK

Sl. No.	NAME OF THE BANK
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

Signature of the authorized representative

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

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

PROJECT	**RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN**
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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

Signature of the authorized representative

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

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

PROJECT	**RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN**
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ANNEXURE-XV

CONTACT DETAILS OF BIDDER

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

Signature of the authorized representative

Bidder's

Place : ……………………………….

Date : ……………………………….

Name : ………………………………………………

Designation : ………………………………………………

Company Seal : ………………………………………………

PROJECT	RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN
ITEM	SUPPLY OF DC PORCELAIN POST INSULATORS
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ANNEXURE-XVI

SCHEDULE OF TECHNICAL DEVIATION

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

To,

The Purchase Officer, Materials Management
BHARAT HEAVY ELECTRICALS LIMITED (Transmission Business Group)
BHEL SADAN, 5th Floor, Plot No.25, Sector-16A, Noida, 201301, U.P

Dear Sir/Madam,

SUBJECT: SCHEDULE OF TECHNICAL DEVIATION

ENQUIRY NO.	27G2700109 dated 20.08.2026
PROJECT	RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN
ITEM	SUPPLY OF DC PORCELAIN POST INSULATORS

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

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

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

PROJECT	RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN
ITEM	SUPPLY OF DC PORCELAIN POST INSULATORS
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ANNEXURE – XVII

SCHEDULE OF COMMERCIAL DEVIATION

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

To,
The Purchase Officer, Materials Management
BHARAT HEAVY ELECTRICALS LIMITED (Transmission Business Group)
BHEL SADAN, 5th Floor, Plot No.25, Sector-16A, Noida, 201301, U.P

Dear Sir/Madam,

SUBJECT: SCHEDULE OF COMMERCIAL DEVIATION

ENQUIRY NO.	27G2700109 dated 20.08.2026
PROJECT	RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN
ITEM	SUPPLY OF DC PORCELAIN POST INSULATORS

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

Sl. No.	Clause No. of Terms and Conditions	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 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:

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

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

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

PROJECT	**RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN**
ITEM	**SUPPLY OF DC PORCELAIN POST INSULATORS**
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Annexure-XVIII

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

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

-

Offer Reference No: ____________________ **Date: ____________**

To,

The Purchase Officer, Materials Management
BHARAT HEAVY ELECTRICALS LIMITED (Transmission Business Group)
BHEL SADAN, 5th Floor, Plot No.25, Sector-16A, Noida, 201301, U.P

Dear Sir/Madam,

SUB: SUBMISSION OF OFFER AGAINST FOLLOWING TENDER

PROJECT	**RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN**
ITEM	**SUPPLY OF DC PORCELAIN POST INSULATORS**
ENQUIRY NO.	**27G2700109 dated 20.08.2026**

Having examined the tender documents against your subject tender and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to supply/ services for the subject item(s) and project(s), we hereby submit our offer in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us.

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Performance Security' (If applicable) within the stipulated time as mentioned in the Tender Conditions.

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

Signature of the authorized representative

Bidder's
Name : ………………………………………………

Designation : ………………………………………………

Company Seal : ………………………………………………

Place : ……………………………….

Date : ……………………………….

PROJECT	**RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN**
ITEM	**SUPPLY OF DC PORCELAIN POST INSULATORS**
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Annexure-XIX

UNDERTAKING

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

To,

The Purchase Officer, Materials Management
BHARAT HEAVY ELECTRICALS LIMITED (Transmission Business Group)
BHEL SADAN, 5th Floor, Plot No.25, Sector-16A, Noida, 201301, U.P

Dear Sir/Madam,

SUBJECT: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

PROJECT	**RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN**
ITEM	**SUPPLY OF DC PORCELAIN POST INSULATORS**
ENQUIRY NO.	**27G2700109 dated 20.08.2026**

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

Signature of the authorized representative

Bidder's
Name : ………………………………………………

Designation : ………………………………………………

Company Seal : ………………………………………………

Place : ………………………………

Date : ………………………………

PROJECT	RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN
ITEM	SUPPLY OF DC PORCELAIN POST INSULATORS
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Annexure-XX

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,
The Purchase Officer, Materials Management
BHARAT HEAVY ELECTRICALS LIMITED (Transmission Business Group)
BHEL SADAN, 5th Floor, Plot No.25, Sector-16A, Noida, 201301, U.P

Dear Sir/Madam,
SUBJECT: DECLARATION BY AUTHORISED SIGNATORY

PROJECT	RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN
ITEM	SUPPLY OF DC PORCELAIN POST INSULATORS
ENQUIRY NO.	27G2700109 dated 20.08.2026

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

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

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

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

Enclosed: Power of Attorney

Signature of the authorized representative

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

Place : ………………………………
Date : ………………………………

PROJECT	**RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN**
ITEM	**SUPPLY OF DC PORCELAIN POST INSULATORS**
ENQUIRY NO.	**27G2700109 dated 20.08.2026**

POWER OF ATTORNEY FOR SUBMISSION OF TENDER

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

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

ENQUIRY NO.	**27G2700109 dated 20.08.2026**
PROJECT	**RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN**
ITEM	**SUPPLY OF DC PORCELAIN POST INSULATORS**

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

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

Dated at _________________, this _______ day of _____________

Director/CMD/Partner/Proprietor

Signature of Mr. ………… (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Signature of the authorized representative

Bidder's

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

Name : ……………………………………………….
Designation : ……………………………………………….
Company Seal : ……………………………………………….

PROJECT	**RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN**
ITEM	**SUPPLY OF DC PORCELAIN POST INSULATORS**
ENQUIRY NO.	**27G2700109 dated 20.08.2026**

Annexure-XXI

DECLARATION

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

To,
The Purchase Officer, Materials Management
BHARAT HEAVY ELECTRICALS LIMITED (Transmission Business Group)
BHEL SADAN, 5th Floor, Plot No.25, Sector-16A, Noida, 201301, U.P

Dear Sir/ Madam,

SUBJECT: DETAILS OF RELATED FIRMS AND THEIR AREA OF ACTIVITIES

PROJECT	**RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN**
ITEM	**SUPPLY OF DC PORCELAIN POST INSULATORS**
ENQUIRY NO.	**27G2700109 dated 20.08.2026**

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, _______________ (**NA, *if not applicable***)

1	1 Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	2 Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be fals

Signature of the authorized representative

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

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

PROJECT	**RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN**
ITEM	**SUPPLY OF DC PORCELAIN POST INSULATORS**
ENQUIRY NO.	**27G2700109 dated 20.08.2026**

Annexure-XXII

DECLARATION FOR RELATION IN BHEL

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

To,
The Purchase Officer, Materials Management
BHARAT HEAVY ELECTRICALS LIMITED (Transmission Business Group)
BHEL SADAN, 5th Floor, Plot No.25, Sector-16A, Noida, 201301, U.P

Dear Sir/Madam,

SUBJECT: DECLARATION FOR RELATION IN BHEL

PROJECT	**RPPTL (AESL) HVDC FATEHPUR & RPPTL (AESL) BHADLA RAJASTHAN**
ITEM	**SUPPLY OF DC PORCELAIN POST INSULATORS**
ENQUIRY NO.	**27G2700109 dated 20.08.2026**

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

Tick (√) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm **DO NOT HAVE** any relation or relatives employed in BHEL (________)

(OR)

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

i. ………………………………………………
ii. ………………………………………………

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

Signature of the authorized representative

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

Place : ………………………………
Date : ………………………………

No. A-1/2021-FSC-Part(5)
Government of India
Ministry of Power

Shram Shakti Bhawan, New Delhi
Dated: 16th November, 2021

ORDER

Subject: Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector.

Reference: Department for Promotion of Industry and Internal Trade (DPIIT) Notification No. P-45021/2/2017-PP (BE-II) dated 16.09.2020.

The Government of India, Department for Promotion of Industry and Internal Trade (DPIIT) issued Public Procurement (Preference to Make in India), Order 2017, for encouraging 'Make in India' and promoting manufacturing and production of goods and services in India with a view to enhancing income and employment. Subsequently, DPIIT vide order No. P-45021/2/2017-PP (BE-II) dated 4th June, 2020 and further vide order dated 16th September, 2020 have issued the revised Public Procurement (Preference to Make in India) Order 2017.

2. In light of the Public Procurement (Preference to Make in India) Order 2017, this Ministry had notified purchase preference (linked with local content) for Hydro and Transmission sectors vide Order No. 11/05/2018-Coord dated 20.12.2018, for Thermal sector vide Order dated 28.12.2018 and for Distribution sector vide Order dated 17.03.2020. Further, a combined order dated 04.04.2020 was also issued in supersession of all previous orders to indicate equipment/material/components for which there was sufficient local capacity and competition and also to indicate conditions for including suitably in the tenders to be issued by the procurers. In furtherance of Para 19 of the DPIIT Notification No. P-45021/2/2017-PP(BE-II) dated 04.06.2020, Ministry of Power (MoP) issued a revised comprehensive Order dated 28.07.2020 (Annexure-I amended by order dated 17.09.2020).

3. DPIIT Notification No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 has further revised its order dated 04.06.2020. Therefore, in supersession of all the aforementioned orders including order No.10/1/2019-St.Th. (Part-II) dated 20.03.2020 issued by this Ministry, the following has been decided:

i. For the purpose of this order, the definitions of various terms used in the order, and provisions relating to (i) Eligibility of 'Class-I local supplier'/'Class-II local supplier'/'Non-local suppliers' for different types of procurement, (ii) purchase preference (iii) exemption to small purchases and (iv) margin of purchase preference shall be the same as in DPIIT order dated 16.09.2020, referred to above and extracts of the same is given at **Appendix**.

ii. In procurement of all goods and services or works in respect of which there is sufficient local capacity and local competition as in **Annexure-I,** only "Class–I local supplier" shall be eligible to bid irrespective of purchase value. "Class-I local supplier" is a supplier or service provider whose goods, services or works offered for procurement meets the Minimum Local Content (MLC) as prescribed in Annexure-I of this order. "Class-II local supplier" means a supplier, as defined by DPIIT in its Order No. P-45021/2/2017-PP (BE-II) dated 16-09-2020.

iii. In the procurement of all goods and services or works other than those listed in Annexure-I, only "Class-I local supplier" and "Class-II local supplier" as defined in the order of this Ministry herewith shall be eligible to bid in procurement undertaken by procuring entities, except when Global Tender Enquiry has been issued. In Global tender enquiries, "Non-local suppliers" shall also be eligible to bid along with "Class-I local suppliers" and "Class-II local suppliers". In procurement of all goods, services or works not covered by sub-para 3(ii) above, and with estimated value of purchases less than Rs. 200 crores, in accordance with Rule 161(iv) of GFR, 2017, Global Tender Enquiry(GTE) shall not be issued except with the approval of the competent authority as designated by Department of Expenditure.

iv. For the purpose of this order, 'Works' means all works as per Rule 130 of GFR- 2017, and will also include *'turnkey works'*, Engineering, Procurement and Construction (EPC) contracts and service contracts including System Integrator (SI) contracts.

4. The list of items, in respect of which, local capacity with sufficient competition exists as per **Annexure-I,** will be reviewed at regular intervals with a view to increase number of items in this list and also to increase the MLC for each item, wherever it is less than 100%.

5. Purchase preference shall be given to local suppliers in accordance with **para 3A** of DPIIT Order dated 16.09.2020, and extracts of the same are given at **Appendix**.

6. Further, it has been decided to constitute a committee for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints. The composition of the committee is given below:

Member (Planning), Central Electricity Authority (CEA)	Chairperson
Chief Engineer (PSETD), CEA	Member
Chief Engineer (HETD), CEA	Member
Chief Engineer (TETD), CEA	Member
Chief Engineer (DP&R), CEA	Member
As may be co-opted by CEA	External Expert
Chief Engineer (R&D), CEA	Convener

7. Further, it has also been decided to constitute a committee to examine the grievances in consultation with stakeholders and recommend appropriate actions to the Competent Authority in MoP. The composition of the Committee is given below:

Chairperson, CEA	Chairperson
Member (Hydro), CEA	Member

Member (Power System), CEA	Member
Member (Thermal), CEA	Convener

8. The complaint fee of Rs. 2 Lakhs or 1% of the value of the local item being procured (subject to maximum of Rs. 5 Lakhs), whichever is higher, shall be paid in the form of Demand Draft, drawn in favour of **PAO, CEA, New Delhi.** In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, the deposited fee of the complainant would be refunded without any interest.

9. All other conditions, not stipulated in this order, shall be as laid down in the DPIIT's order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020.

10. This order shall be applicable in respect of the procurement made by all attached or subordinate offices or autonomous bodies under the Government of India including Government Companies as defined in the Companies Act, and /or the States and Local Bodies making procurement under all Central Schemes/ Central Sector Schemes where the Scheme is fully or partially funded by the Government of India. The aforesaid orders shall also be applicable in respect of projects wherein funding of goods, services or works is by Power Finance Corporation (PFC) /Rural Electrification Corporation (REC) and any Financial Institution in which Government of India/ State Government share exists. This order shall be applicable to Tariff Based Competitive Bidding (TBCB) projects also. Procuring entities as defined in the DPIIT's Order dated 16.09.2020 are advised to revise their tender documents to fully comply with the said DPIIT's Order and the subsequent Orders that would be issued in this regard by DPIIT/ this Ministry from time to time.

11. All tenders for procurement by Central Government Agencies or the States and Local Bodies, as the case may be, have to be certified for compliance of the Public Procurement (Preference to Make in India) 'PPP-MII' Order by the concerned procurement officer of the Government Organization before uploading the same on the portal.

12. Exemption from meeting the stipulated local content is allowed as per clause 13 and 13A of PPP-MII Order dated 16.09.2020, if the manufacturer declares that the item is manufactured in India under a License from a foreign Manufacturer who holds Intellectual Property Rights (IPRs) and there is Transfer of Technology (ToT) with phasing to increase Minimum Local Content. For such items, if any CPSE under the administration of Ministry of Power requests exemption for any item, it shall be considered by Ministry of Power, on case to case basis.

13. In order to further encourage Make in India initiatives and promote manufacturing and production of goods and services in India, general guidelines as enclosed at **Annexure-II** may be adopted in an appropriate manner according to the circumstances by the procuring entities in their tendering process.

14. The procurers may specify the higher values of MLC than those specified in this Order in respect of goods, services or works covered in their tenders and award the weightage to the product of higher MLC for which they have to specify the criteria beforehand in their tender. The values given in Annexure-I are the minimum prescribed values for becoming a class-I local supplier for the products indicated therein.

15. This issues with the approval of Hon'ble Minister for Power and New & Renewable Energy.

(S. Majumdar)
Under Secretary to the Government of India
Tele No. 011-23356938

To:

1. Secretary to Government of India (All Ministries/ Departments of Government of India) (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. CEO, NITI Aayog
4. Chief Secretaries of all States/ UTs
5. Comptroller and Auditor General of India
6. Secretary, DPIIT, Chairman of Standing Committee for implementation of Public Procurement Order, 2017
7. Director General, Bureau of Indian Standards (BIS)
8. Joint Secretary, DPIIT, Member-Convener of Standing Committee for implementation of Public Procurement Order, 2017
9. Chairperson, CEA
10. CMDs of CPSEs, CMD NLC, Chairman of DVC/ BBMB/ EESL, DGs of BEE/ CPRI/ NPTI
11. All Additional Secretaries/ JSs/ EA/ CE, Ministry of Power

Copy to:

Director (Technical), NIC with a request to publish the Order on the website of Ministry of Power

APPENDIX

Extracts of important provisions contained in DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 16-09-2020

1. **Definitions** *(Para 2 of DPIIT order)*:

   'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

   'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

   'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for "Class-I Local supplier" under this Order.

   'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

   'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

   'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.

   'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

   'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

   'Works' means all works as per Rule 130 of GFR- 2017, and will also include '*turnkey works*'.

2. **Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement** *(Para 3 of DPIIT order)*

   (a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

   (b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by 3(a)above, and with estimated value of purchases less than Rs 200 crores, in accordance with Rule 161(iv) of GFR, 2017 Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3. **Purchase Preference** *(Para 3A of DPIIT order)*

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) of DPIIT Order No. P-45021/2/2017-PP(BE-II) dated 16-09-2021 and which are divisible in nature, the " Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1 If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) of DPIIT Order No. P-45021/2/2017-PP(BE-II) dated 16-09-2021 and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

iii. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1,
iv. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
v. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

4. **Applicability in tenders where contract is to be awarded to multiple bidders** *(Para 3B of DPIIT order)*-
   In tenders where contract is to be awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
   a) In case there is sufficient local capacity and competition for the items to be procured, as notified by the Nodal Ministry, only 'Class-I local supplier' shall be eligible to bid. As such, the multiple supplier who would be awarded the contract, should be all and only 'Class-I local suppliers'.

   b) In other cases, 'Class-II local suppliers' and 'Non-Local suppliers' may also participate in the bidding process along with 'Class-I local supplier' as per provisions of this order.

   c) If 'Class-I local supplier' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class-I local supplier' do not qualify for award of the contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local supplier'/'Non-local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I local suppliers' taken in totality or considered for award of contract for at least 50% of the tendered quantity.

   d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference subject to its meeting the prescribed criteria for award of contract as also the constraints of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier' falling within 20% margin of purchase preference, and so on.

   e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulate in sub-paras above.

5. **Exemption of small purchases** *(Para 4 in DPIIT order)***:** Procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

6. **Minimum Local Content** *(Para 5 in DPIIT order)***:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the local content requirement is minimum 20%. Nodal Ministry/Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'. For the item for which Nodal Ministry/Department has not prescribed higher minimum local content notification under the order, it shall be 50% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.

7. Vide DPIIT OM No. P-45021/102/2019-BE-IIPart(1) (E-50310) dated 4.03.2021 services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. shall not be considered as local value addition. Bidders offering imported products will fall under the category of Non- local suppliers. They can't claim themselves as Class-I local suppliers/Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.

8. **Margin of Purchase Preference** *(Para 6 of DPIIT order)*: The margin of purchase preference shall be 20%.

9. **Specifications in Tenders and other procurement solicitations** *(Para 10 of DPIIT order)*:
   a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
   b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
   c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
   d. **Reciprocity Clause:**
      i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of baring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc. it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
      ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all the items related to that nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation.
      iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchase on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/Department.
      iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
      v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
   e. Specifying foreign certification/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local

suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/ or for any other reason, the same shall be done only after written approval of Secretary of Department concerned or any other authority having been designated such power by the Secretary of the Department concerned.

f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of PSEs/PSUs, for the next 5 years on their respective website."

Annexure-I

Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficent local capacity and competition	Class-I Local Supplier (Minimum Local Content (%)
	(A) Common items for Transmission, Distribution and Generation Sector	
1	Power Transformers (up to 765 kV, including Generator transformers)	60
2	Instrument Transformer (up to 765 kV)	60
3	Transformer Oil Dry Out System (TODOS)	60
4	Reactors up to 765 kV	60
5	Oil Impregnated Bushing (up to 400 kV)	60
6	Resin Insultated Paper (RIP) bushings (up to 145 kV)	50
7	Circuit Breakers (up to 765 kV AC - Alternating Current)	60
8	Disconnectors/Isolators (up to 765 kV AC)	60
9	Wave trap (up to 765 kV AC)	60
10	Oil Filled Distribution Transformers up to & Including 33 kV [Cold Rolled Grain Oriented (CRGO)/Amorphous, Aluminium/Copper wound]	60
11	Dry Type Distribution Transformer upto and including 33 kV (CRGO/Amorphous, Aluminium/Copper wound)	60
12	Conventional Conductor	60
13	Accessories for Conventional conductors	60
14	High Temperature/High Temperature Low Sag (HTLS) conductors (such as Composite core, GAP, ACSS, INVAR, AL59) and Accessories	60
15	Optical ground wire (OPGW) – all designs	60
16	Fiber OpticTerminal Equipment (FOTE) for OPGW	50
17	OPGW related Hardware and Accessories	60
18	Remote Terminal Unit (RTU)	50
19	Power Cables and accessories up to 33 kV	60
20	Control cables including accessories	60
21	XLPE Cables up to 220 kV	60
22	Substation Structures	60
23	Transmission Line Towers	60
24	Porcelain (Disc/Long Rod) Insulators	60
25	Bus Post Insulators (Porcelain)	60
26	Porcelain Disc Insulators with Room Temperature Vulcanisation (RTV) coating	50
27	Porcelain Longrod Insulators withRoom Temperature Vulcanisation (RTV) coating	50
28	Hardware Fittings for Porcelain Insulators	60
29	Composite/Polymeric Long Rod Insulators	60
30	Hardware Fittings for Polymer Insulators	60
31	Bird Flight Diverter (BFD)	60
32	Power Line Carrier Communication (PLCC) System (up to 800 kV)	60
33	Gas Insulated Switchgear (up to 400 kV AC)	60
34	Gas Insulated Switchgear (above 400 kV AC)	50
35	Surge/Lightning Arrester (up to 765 kV AC)	60
36	Power Capacitors	60
37	Packaged Sub-station (6.6 kV to 33 kV)	60
38	Ring Main Unit (RMU) (up to 33 kV)	60
39	Medium Voltage (MV) GIS Panels (up to 33 kV)	60
40	Automation and Control System/Supervisory Control and data Acquisition (SCADA) System in Power System	50
41	Control and Relay Panel (including Digital/Numerical Relays)	50
42	Electrical Motors 0.37 kW to 1 MW	60
43	Energy Meters excluding smart meters	50
44	Control & power cables and Accessories (up to 1.1 kV)	60
45	Diesel Generating (DG) set	60

Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficent local capacity and competition	Class-I Local Supplier (Minimum Local Content (%)
46	DC system (DC Battery & Battery Charger)	60
47	AC & DC Distribution Board	60
48	Indoor Air Insulated Switchgear (AIS) upto 33 kV	60
49	Poles (PCC, PSCC, Rolled Steel Joist, Rail Pole, Spun, Steel Tubular)	60
50	Material for Grounding/earthing system	60
51	Illumination system	60
52	Overhead Fault Sensing Indicator (FSI)	50
53	Power Quality Meters	50
54	Auxilliary Relays	50
55	Load Break Switch	50
	(B) Hydro Sector	
56	Hydro Turbine & Associated equipment	
	a) Francis Turbine	60
	b) Kaplan Turbine	60
	c) Pelton Turbine	50
57	Main Inlet Valve & Associated Equipment	60
58	Penstock Protection Valve and Associated Equipment	60
59	Governing system & Accessories	60
60	Generator for Hydro Project & Associated Equipment	60
61	Static Excitation System	60
62	Workshop Equipment	60
63	Cooling Water System	60
64	Compressed Air System	60
65	Drainage/Dewatering System	60
66	Fire Protection System	60
67	Heating, Ventilation & Air Conditioning System (HVAC)	60
68	Oil Handling System	60
69	Mechanical Balance of Plant (BOP) Items	60
	(C) Thermal Sector	
	Boiler Auxiliaries	
70	Air Pre-Heater	60
71	Steam Coil Air Pre Heater (SCAPH)	60
72	Steam soot blowers [wall blowers & Long Retractable Soot Blower (LRSB)]	60
73	Auxiliary Steam Pressure Reducing & Desuperheating (PRDS)	60
74	Fuel oil system	60
75	Seal air Fan	60
76	Ducts and dampers	60
77	Duct expansion joints	60
78	Blowdown tanks	60
79	Coal burners and oil burners	60
80	Coal mills	60
81	Gear Box of Coal Mill	50
82	Coal feeders	60
83	Primary Air Fans	60
84	Forced Draft Fans	60
85	Induced Draft Fans	60
86	Forced Draft (FD)/Induced Draft (ID)/ Primary Air (PA) Fan Servo Motor Assembly	50
87	Tubes (Carbon Steel)	50
88	Steam pipes (Carbon Steel)	50
89	Steam drum	50
90	Separator	50
91	Selective Catalytic Reduction (SCR)	50

Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficent local capacity and competition	Class-I Local Supplier (Minimum Local Content (%)
	Electro-Static Precipitators (ESPs)	
92	Casing	60
93	Electrodes	60
94	Rapping System	60
95	Hopper Heaters	60
96	Transformer Rectifiers	60
97	Insulators	60
	Turbine & Auxiliaries	
98	Turbine (High Pressure/Intermediate Pressure/Low Pressure)	50
99	Condensate Extraction Pumps	60
100	Condenser On line Tube Cleaning System (COLTC)	60
101	Debris filters	60
102	Deaerator	60
103	Drain Cooler and Flash Tank	60
104	ECW Pump	50
105	Plate Heat Exchanger	50
106	Self- cleaning filters	50
107	Condensate Polishing Units (CPUs)	60
108	Chemical Dosing System	60
109	Oil Filter	60
110	Gland Steam Condenser	60
111	Oil Purifying Centrifuge	50
112	Water Cooled Condenser	50
113	Boiler Feed Pumps (BFPs)	50
	Generator and Auxillieries	
114	Generator (including Seal Oil System, Hydrogen Cooling System, Stator water cooling system)	60
	Electrical Works	
115	Control and metering equipment	60
	Control & Instrumentation System (C&I System)	
116	Thermocouples	50
117	Measuring instruments [Resistance Temperature Detectors (RTDs)], Local gauges	50
118	Actuators (Pneumatic and conventional electric)	50
119	Interplant Communication/ Public Address (PA) system except IP based	50
	Coal Handling Plant	
120	Conveyors	60
121	Wagon Tippler	60
122	Side Arm Charger	60
123	Paddle feeder	60
124	Crushers & Screens	60
125	Dust suppression (dry fog & plain water) system	60
126	Air Compressors	50
127	Magnetic separators & metal detectors	60
128	Coal Sampling System	60
129	Stacker cum reclaimer	60
130	Belt weighing & monitoring system.	60
131	Wheel & axle assembly (without bearings) for Bottom Opening Bottom Release (BOBR) Wagons	60
	Ash Handling System	
132	Clinker grinder	60
133	Water jet ejectors	60
134	Scrapper chain conveyor	60
135	Dry fly ash vacuum extraction system	60
136	Pressure pneumatic conveying system	60

Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficent local capacity and competition	Class-I Local Supplier (Minimum Local Content (%)
137	Ash water & ash slurry pumps	60
138	Compressors, air dryers & air receivers	50
139	Ash water recovery system	60
	Raw Water Intake & Supply System	
140	Travelling water screens	60
141	Raw water supply pumps	60
142	Valves, RE joints etc.	60
	Water Treatment System and Effluent Treatment System	
143	Clarification plant	60
144	Filtration plant	60
145	Ultra filtration plant	50
146	Reverse Osmosis (RO) plant and its membrane	55
147	De-Mineralised water plant (DM Plant)	60
148	Chlorination plant	60
149	Chemical dosing system	60
150	Effluent Treatment Plant	60
	Circulationg Water (CW) & Auxiliary Circulating Water (ACW) System	
151	CW & ACW Pumps	60
152	Butter Fly (BF) valves, Non-return Valves (NRVs) etc.	60
153	Rubber Expansion (RE) joints	60
154	Air release valves	60
	Cooling Towers (NDCT/ IDCT)-Natural-Draft and Induced Draft Cooling Tower	
155	Water Distribution System	60
156	Spray nozzles	60
157	Packing	60
158	Drift eliminators	60
159	Cooling Tower (CT) Fans (for Induced Draft Cooling Towers IDCT)	60
160	Gear boxes, shafts & motors (for IDCT)	60
	Air Conditioning & Ventilation System	
161	Split & window air conditioners	60
162	Chilling/ condensing unit [upto 500 ton of refrigeration(TR)]	55
163	Air Handling Unit (AHU) and Fresh air unit	60
164	Cooling Towers	60
165	Air Washing Units (AWUs), axial fans, roof extractors	60
166	Ducts, louvers & dampers	60
	Flue Gas Desulphurization (FGD)	
167	Spray Nozzles,	50
168	Spray header	50
169	Oxidation Blowers	50
170	Limestone wet Ball Mill	50
171	Slurry Handling Pumps for FGD system	50
172	Booster Fans for FGD system	50
173	Carbon Steel Ducts and Dampers for FGD	60
174	Storage Tanks and Silos	60
175	Process Water Pump for FGD system	50
	(D) Other Common Items	
	Fire protection and detection system	
176	Motor driven fire water pumps	60
177	Diesel engine driven fire water pumps	60
178	Hydrant system for the power plant.	60
179	High velocity water spray system	60
180	Medium velocity water spray system	60
181	Foam protection system	60
182	Inert gas flooding system	60

Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficent local capacity and competition	Class-I Local Supplier (Minimum Local Content (%)
183	Fire tenders	60
184	Portable fire-extinguishers	60
185	Cranes, EOT cranes, gantry crane & chain pulley blocks etc.	60
186	Elevator	60

(E) Minimum Local Content percentages in Engineering, Procurement & Construction (EPC) / Turnkey project

In case the contract is awarded through the EPC route, the contractor should comply with the requirement of MLC for individual items as listed in Annexure-I and should purchase these items only from Class-I Local supplier. In addition, MLC for complete EPC project may also be prescribed as below:

	(1) Package Based Works	Minimum Local Content (%)
1	Boiler	60
2	TG System (Water Cooled Condenser)	60
3	Ash Handling Plant	60
4	Coal Handling Plant	60
5	Electro-static Precipitator (ESP)	60
6	Circulating Water (CW) System	60
7	Cooling Tower	60
8	Water Treatment System	60
9	Air Conditioning System (below 500TR)	60
10	Flue Gas Desusphurisation (FGD) System	60
11	Station Control & Instrumentation (C&I)	50
12	Hydro Power Projects (Electro-Mechanical Works)	60
	Gas based generation	
	Overall Gas Turbine Package (on finished Product basis)	
13	< 44 MW	60
14	44 –145 MW	50
	Overall Combined Cycle Gas Turbine (CCGT) Package (on finished Product basis)	
15	< 44 MW	60
16	44 – 145 MW	60
17	> 150 MW	60
	(2) Project as a whole	
1	Works and service contracts in Power Sector	60
2	Transmission Line with Conventional conductors (ACSR, AAAC, AL-59 etc.)	60
3	Transmission Line with High temperature Low Sag (HTLS) conductors	60
4	HVAC Substation Air Insulated (AIS)	60
5	HVAC Substation Gas Insulated (GIS)	60
6	HVDC Substation	60
7	Distribution Sector	60

Annexure-II

General guidelines to be adopted selectively in an appropriate manner by the procuring entities in their tender documents.

1. The bidder shall have to be an entity registered in India in accordance with law.
2. The bids shall be in the language as prescribed by the tenderer/procurer.
3. The bids shall be in Indian Rupees (INR) (in respect of local content only).
4. Indian subsidiaries of foreign bidders shall have to meet the qualifying criteria in terms of capability, competency, financial position, past performance etc.
5. The bidder shall follow Indian laws, regulations and standards.
6. To be eligible for participation in the bid, foreign bidders shall compulsorily set up their manufacturing units on a long term basis in India as may be specified by the tenderer/ procurer.
7. Similar or better technology than the technology offered in respect of material, equipment and process involved shall be transferred to India. Along with the transfer of technology, adequate training in the respective field shall also be provided.
8. Country of origin of the equipment/material shall be provided in the bid.
9. For supply of equipment / material from the country of origin other than India, the bidder shall submit performance certificate in support of satisfactory operation in India or a country other than the country of origin having climatic and operational conditions including ambient temperature similar to that of India for more than _____ years (to be specified by the procurer).
10. The technologies/ products offered shall be environmental friendly, consuming less energy, safe, energy efficient, durable and long lasting under the prescribed operational conditions.
11. The supplier shall ensure supply of spares, materials and technological support for the entire life of the project.
12. The manufacturers/ supplier shall list out the products and components producing Toxic E-waste and other waste as may be specified. It shall have an Extended Producers Responsibility (EPR) so that after the completion of the lifecycle, the materials are safely recycled / disposed of by the Manufacturer/ supplier and for this, the Manufacturer/supplier along with procurer has to establish recycling / disposal unit or as may be specified.
13. Minimum Local Content requirement for goods, services or works shall be in accordance with the conditions laid down in respective Order(s) of the sectors on Public Procurement (Preference to Make in India) to provide for purchase preference (linked with local content).

14. The equipment/ material sourced from foreign companies may be tested in accredited labs in India before acceptance wherever such facilities are available.

15. The Tender fee and the Bank Guarantee (BG) shall be in Indian Rupees only.

16. The bidder shall have to furnish a certificate regarding cyber security/safety of the equipment/process to be supplied/services to be rendered as safe to connect.

17. Applicable safety requirements shall be met. Regular safety audit shall be carried out by the manufacturer/ supplier.

18. Statutory laws/regulations including the labour and environmental laws shall be strictly complied with during supply, storage, erection, commissioning and operation process. A regular compliance report shall be submitted to the procurer/appropriate Authorities.

19. Formation of new joint venture in India shall be permitted only with the Indian companies.

20. Tendering by the agent shall not be accepted.

21. In case local testing is not considered necessary by the procurer, theoriginal test report in the language prescribed by the procurer may be accepted. The translated test report shall not be accepted unless it is notarised.

22. Certification/compliance as per the Indian Standards/ International Standards/ Indian Regulations/ specified Standards shall be mandatory, where ever applicable.

23. Quality assurance of the product shall be carried out by the procurer or an independent third party agency appointed by the procurer. Manufacturing Quality Plan as approved by the procurer shall be followed by the manufacturer/supplier.

24. Wherever required by the procurer, foreign supplier shall establish fully functional service centers in India and shall keep spares/material locally for future needs of utilities.

25. Arbitration proceedings shall be instituted in India only and all disputes shall be settled as per applicable Indian Laws.

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi
Dated: 16th September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019 and Order No.P-45021/2/2017-B.E.-II dated 04.06.2020, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017" dated 16.09.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.

2. **Definitions**: For the purposes of this Order:

   'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

   'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

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'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include *'turnkey works'*.

3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

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3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

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(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities

3B. Applicability in tenders where contract is to be awarded to multiple bidders - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.

c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

4. **Exemption of small purchases**: Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5. **Minimum local content**: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

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percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.

6. **Margin of Purchase Preference**: The margin of purchase preference shall be 20%.

7. **Requirement for specification in advance**: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

8. **Government E-marketplace**: In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

9. **Verification of local content**:

   a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

   b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

   c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

   d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

   e. Nodal Ministries and procuring entities may prescribe fees for such complaints.

   f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

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g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.

h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

   i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

   ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

   iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. **Specifications in Tenders and other procurement solicitations**:

a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.

b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.

c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. Reciprocity Clause

   i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government. due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

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ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.

iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.

v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.

f. "All administrative Ministries/Departments whose procurement exceeds *Rs.* 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. **Assessment of supply base by Nodal Ministries**: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

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13 **Manufacture under license/ technology collaboration agreements with phased indigenization**: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content**: The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

   a. reduce the minimum local content below the prescribed level; or
   b. reduce the margin of purchase preference below 20%; or
   c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

   A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies**: In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. **Standing Committee**: A standing committee is hereby constituted with the following membership.

   Secretary, Department for Promotion of Industry and Internal Trade—Chairman
   Secretary, Commerce—Member
   Secretary, Ministry of Electronics and Information Technology—Member
   Joint Secretary (Public Procurement), Department of Expenditure—Member
   Joint Secretary (DPIIT)—Member-Convenor

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The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee**: The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

    a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
    b. shall annually assess and periodically monitor compliance with this Order
    c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
    d. may require furnishing of details or returns regarding compliance with this Order and related matters
    e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
    f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
    g. may consider any other issue relating to this Order which may arise.

18. **Removal of difficulties**: Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. **Ministries having existing policies**: Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. **Transitional provision**: This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

(Rajesh Gupta)
Director
Tel: 23063211
rajesh.gupta66@gov.in

A BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESSS GROUP
MATERIAL RECEIPT CERTIFICATE

a) Site:
b) Invoice no.:
c) LR No. with date:
d) Vehicle no.:
e) Date of receipt of material at site:
f) Supplier:
g) Material details (as mentioned below):

S.no.	Item Description	Type of Packages	Unit (MT/KM/ NO.)	Qty as per packing list	Qty Received	Remarks

Other Remarks: Materials subject to physical verification.

Signature with date: ____________________________

Name & Designation: ____________________________
(With Seal)

INSPECTION REQUEST

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

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

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

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

Signature
Name :
Contact No. :
Date :

Distribution :
1. Material Management , BHEL, New Delhi

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

GUIDELINES FOR REVERSE AUCTION - 2024

(AA:SSP:RA:00 dated 05.12.2024)

BHEL, New Delhi

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00
Dated: 05.12.2024

1.0 Scope

This document describes the guidelines to be followed by BHEL for conducting Reverse Auction (RA) for procurement of material/ works/ services. The RA shall follow the philosophy of English Reverse (No ties).

English Reverse (No ties) is a type of auction where the starting price and bid decrement are announced before start of online reverse auction. The interested bidders can thereupon start bidding in an iterative process wherein the lowest bidder at any given moment can be displaced by an even lower bid of a competing bidder, within a given time frame. The bidding is with reference to the current lowest bid in the reverse auction. All bidders will see the current lowest quoted price and their rank. The term 'No ties' is used since more than one bidder cannot give an identical price, at a given instant, during the reverse auction. In other words, there shall never be a tie in the bids.

3.0 Upfront declaration in NIT

Decision to go for RA would be taken before floating of the tender. In case it is decided to go for RA, same shall be declared upfront in NIT by inserting the following **clause:**

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed price bid along with applicable loading, if any, shall be considered for ranking."

6.0 Business rules for RA

Model Annexure-I is attached.

7.0 Role of Service Provider

(1) Acknowledge the receipt of mandate from BHEL.
(2) Contact the bidders, provide business rules and train them, as required.
(3) Get the process compliance form (annexure III) signed by all the

participating bidders before RA event.

(4) Conduct the event as per the contract and business rules.

(5) Submit the Login Reports, Results, History sheet and authorized final bid from the bidders.

(6) To obtain price breakup from successful bidder and submit the same to BHEL.

10.0 Reverse Auction Process

10.1. Reverse Auction will be conducted if two or more bidders are techno-commercially qualified.

10.2. Wherever RA is opted in a tender, the techno-commercially qualified H1 will not be allowed to participate in RA. In case more than one H1 bidder quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in, first out by the system.

10.3. However, H1 will be allowed to participate in RA in the following cases:

a) If number of techno-commercially qualified bidders are only 2 or 3.

b) In case Primary product of only one OEM is left in contention for participation in RA on elimination of H1.

c) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE lowest bidder.

d) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII lowest bidder.

10.4. Only those bidders who submit the online sealed bid within the scheduled time shall be eligible to participate further in the RA process.

10.7. During RA, all bidders will see their rank and current L1 price on the screen. Once the RA is done, the ranking status would be based on the last quoted price of the bidder(s) irrespective of the quote received in RA or sealed price bid.

10.8 No bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.

13.0 Others

13.2 In case of enquiry through e-Procurement, the sealed electronic price bid (e-bid) is to be treated as sealed price bid.

13.3 BHEL will inform bidders the details of service provider who will provide business rules, all necessary training and assistance before commencement of online bidding.

13.4 Bidders will be advised to read the 'Business Rules' indicating details of RA event carefully, before reverse auction event.

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Doc. No. AA:SSP:RA:00
Dated: 05.12.2024

Business Rules for Reverse Auction

Annexure – I

This has reference to tender no ***{tender number….date***…}. BHEL shall finalise the Rates for the supply of {*item name*} through Reverse Auction mode. BHEL has made arrangement with M/s. {*Service provider*}, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. {…} dated {...}, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Procedure of Reverse Auctioning

i. Price bids of all techno-commercially qualified bidders shall be opened.

ii. **Reverse Auction**: The 'bid decrement' will be decided by BHEL.

iii. The lowest bidder in sealed price bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.

iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.

v. After the completion of the reverse auction, the Closing Price shall be available for further processing.

vi. Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

2. Schedule for reverse auction: The Reverse Auction is tentatively scheduled on *{date}:   ;{start time}: ;{Close Time: }.*

3. Auction extension time: If a bidder places a bid in the last {…} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {…} minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {…} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {…} minutes. In case, there is no bid in the last {…} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15 minutes prior to initial closing time of Reverse Auction.

4. **Bid price:** The Bidder has to quote the {……………………} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document. including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).

5. **Bidding currency and unit of measurement:** Bidding will be conducted in *Indian Rupees* per *Unit* of the material as per the specifications {...}

   In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

6. **Validity of bids:** Price shall be valid for {… *days*} from the date of reverse auction. These shall not be subjected to any change whatsoever.

Business Rules for Reverse Auction

Annexure – I

7. **Lowest bid of a bidder**: In case the bidder submits more than one bid, the lowest bid at the end of Reverse Auction will be considered as the bidder's final offer to execute the work.

8. Unique user IDs shall be used by bidders during bidding process. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.

9. **Post auction procedure**: BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.

10. Any commercial/ technical loading shall be separately intimated to respective bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.

11. Reverse auction shall be conducted by BHEL (through M/s {*Service Provider*}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

    During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

    <u>In order to ward-off contingent situation of connectivity failure bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {*Service provider*} is responsible for such eventualities.</u>

12. Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

13. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc from M/s {*Service provider*}.

14. M/s. {*Service provider*}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {*Service provider*}, shall also explain the bidders, all the business rules related to the

Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.

15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure – VI) for price breakup, quoted during the Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {*Service provider*} besides BHEL within two working days of Auction without fail.

16. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).

17. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {*…*} dt. {*…*}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).

18. Bidders shall be able to view the following on their screen along with the necessary fields during Reverse Auction:

a. Leading (Running Lowest) Bid in the Auction (only total price of package)
b. Bid Placed by the bidder
c. Start Price
d. Decrement value
e. Rank of their own bid during bidding as well as at the close of auction.

19. BHEL's decision on award of contract shall be final and binding on all the Bidders.

20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with

Business Rules for Reverse Auction

Annexure – I

intimation to bidders.

21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.

22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.

23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. {*Service provider*}, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.

24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com)*, shall be initiated by BHEL.