

Bid Corrigendum

GEM/2023/B/4277242-C5

Following terms and conditions supersede all existing “Buyer added Bid Specific Terms and conditions” given in the bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25% of the contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contract contracted rates. Bidders are bound to accept the orders accordingly.
2. Buyer Added text based ATC clauses

| | |
|-----------|--|
| 1. | BHEL Contact (Technical): |
| | For any technical clarification , please contact Mr. Jintu Gogoi, Manager (TBE M). Contact No. 0120-674-8527; e-mail: jintugogoi@bhel.in |
| | |
| 2. | BHEL Contact (Commercial): |
| | For any commercial clarification , please contact Mr. Deep Shekhar Dewangan, Dy. Manager (TBMM). Contact No. 0120-674-8450; e-mail: dsdewangan@bhel.in |
| | |
| 3. | Terms of Payment: |
| | <p>[A] Payment for Supply</p> <p>i) 95% of payment along with 100% GST & F&I shall be made within 45 days for MSE (Micro & Small Enterprises) / within 60 days for Medium Enterprises / within 90 days for non MSME suppliers from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:</p> <ul style="list-style-type: none"> · LR / GR duly endorsed by BHEL Site Official. · CRAC (consignee receipt-cum-acceptance certificate) / MRC · 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
- Performance Security

ii) Balance 05% of payment shall be made within 45 days for MSE (Micro & Small Enterprises) / within 60 days for Medium Enterprises / within 90 days for non MSME suppliers from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:

- Claim Invoice
- 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

[B] Payment for Supervision of Erection, Testing & Commissioning (ETC) at Site

100% of payment shall be made within 45 days for MSE (Micro & Small Enterprises) / within 60 days for Medium Enterprises / within 90 days for non MSME suppliers against certificate of successful completion of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management from the date of receipt of GST Compliant Tax invoice in 3 sets (original + 2 copies).

Note 01: In-case commissioning is delayed beyond reason not attributable to supplier. Supplier may claim the balance 05% of supply portion after 12 months from the date of last delivery or from the date 30.06.2024, whichever is later, upon submission of BG with equivalent amount and the certificate endorsed by BHEL Site In-Charge citing the details that the “delay in commissioning is not attributable to supplier”.

Note 02:

- Bills shall be submitted to BHEL TBG Noida office for processing along with billing checklist.
- It should be ensured that Tax Invoice complies with statutory requirements under GST law to enable BHEL to avail Input Tax Credit.
- Payment of GST component shall be made only if vendor has deposited the Tax and credit for the same is reflected in GSTN (GST Network).
- Copy of GST Registration Certificate(s) shall be also be attached with Tax I

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| | nvoice. |
| | |
| 4. | Terms of Delivery: |
| | Ex-Works basis including P&F (Packing & Forwarding). F&I (Freight & Insurance) up to site is in the scope of bidder. LR / GR date or invoice date (whichever is later) shall be considered as delivery date. |
| | |
| 5. | Delivery Requirement: |
| | Within 19 Weeks (133 days) from the date of PO/input by BHEL as per Activity schedule (Annexure-II). Note: In case, BHEL's delivery requirement is not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in line with BHEL's delivery requirement. However, if vendor fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such vendor(s). |
| | |
| 6. | Prices: |
| | The quoted prices shall be on Firm basis . Price to be quoted as inclusive of GST, i.e., Ex-works including Packing & Forwarding Charges + F&I + GST. Transportation upto site and transit insurance is in scope of bidder Note: Unloading, storage at site and shifting of material from storage to erection site shall be under BHEL scope. Bidder to quote prices accordingly. |
| | |
| 7. | Reverse Auction: |
| | Bid to RA is applicable. |
| | |
| 8. | Liquidated Damage for delayed Delivery: |

| | |
|------------|---|
| | <p>If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.</p> |
| | |
| 9. | Specification: |
| | <p>Technical Specification Nos. TB-422-316-003, Rev 00 is applicable. No permissible Technical Deviation has been envisaged. Bidders to quote as per Technical Specifications.</p> |
| | |
| 10. | Technical Pre-Qualification Requirement: |
| | <p>Technical pre-qualifying requirement shall be as per Annexure-I.</p> |
| | |
| 11. | Manufacturing Quality Plan (MQP): |
| | <p>Inspection shall be carried out as per Customer's approved Quality Plan. For the same, Bidder(s) to submit QAP at contract stage for BHEL/end customer approval.</p> <p>Inspection charges: To be done by MSETCL (Customer). The cost towards inspection at factory includes cost of travel including that of by air, Hotel accommodation, etc. for at least 2 Engineers from MSETCL shall be borne by supplier.</p> |
| | |
| 12. | Destination/ Delivery Location: |
| | <p>Maharashtra State Electricity Transmission Company Limited (MSETCL) Survey No. 110 at Village Malegaon, Tal. Murbad, Dist:Thane-421 401</p> |
| | |
| 13. | Guarantee Clause: |
| | |

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, **60 months** from the date of final acceptance of work by MSETCL (Date of final acceptance for Guarantee will be date of successful completion, trial run & hand over of project to MSETCL i.e., 27.09.2024)

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.

14. Bid Security / Earnest Money Deposit (EMD) - Nil

15. Performance Security-

Performance security of 10% of GeM contract value shall be submitted by the vendor within 30 days from the date of award of PO.

(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 favour of BHEL -TBG, Noida.

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

| | |
|---------------------|------------------------------|
| NAME OF THE COMPANY | BHARAT HEAVY ELECTRICALS LTD |
| Y | |

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

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

Important Notes:

- (1) The performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty/Guarantee obligations.
 - (2) Performance security shall be refunded to the vendor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.
 - (3) BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
 - (4) The Performance Security shall not carry any interest.

(5) Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in Purchase Order value up to $\pm 10\%$. Beyond this variation of $\pm 10\%$, the Supplier shall arrange to enhance or may reduce the value of the Bank Guarantee accordingly for the total variation promptly.

(B) Forfeiture of performance security

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

16. Acceptance of Offer:

Bidder's offer will be considered for evaluation based on PQR, Technical and other commercial documents submitted along with bid.

Bidder's offer will be acceptable subject to final acceptance of vendor by ultimate customer (MSETCL) as approved supplier. In case of vendor not in approved vendor list of MSETCL for the product category, Bidder is required to submit the following documents (*refer attached annexure-A*) for vendor approval along with Bid. bidder is liable for rejection if fails to submit the document. Any other document required by customer at the time of vendor approval shall be communicated accordingly.

Please note that, Additional document apart from annexure-A can be demanded for arranging customer approval.

17. Make in India:

For this procurement, the local content to categorize a supplier as Class-I local supplier/ Class-II local supplier/ Non-local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 Dtd. 04.06.2020, issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT.

"Bidder to specify the percentage of local content as per the format of self-declaration for local content" as per **Annexure-V**.

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| | <p>“This tender is not a global tender and only Class-I suppliers as defined under the DPIIT Order No. P-45021/2/2017-PP (BE-II) Dtd. 04.06.2020 and subsequent orders are eligible to bid in this tender. Bids received from Class II & Non-local supplier shall be rejected.”</p> |
| | |
| 18. | Compliance to GOI order for restrictions under Rule 144 (xi) of General Financial Rules (GFRS), 2017 (Annexure-XI): |
| | Refer clause at Annexure-XI and Certification at Annexure-XII/ Annexure-XI II (whichever is applicable) regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017. Bidder to comply the clause and submit the certification. Non-compliance/ Non-submission of certification will lead to rejection of Offer. |
| | |
| 19. | MoP Circular (Annexure-XIV): |
| | Bidder to comply the MOP circular dated 02-07-2020 (Annexure-XIV) and its subsequent amendment, if any, in prescribed format (Annexure-XV). Non-compliance/ Non-submission will lead to rejection of Offer (Not Applicable for cases where local content is 100%). |
| | |
| 20. | Variation in Contract Value and Quantities: |
| | As per GeM GTC, The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly. |
| | |
| 21. | Unpriced Bid: |
| | Vendor to furnish unpriced bid mentioning “Quoted” against each BOQ line item and % of GST quoted in tender as per Annexure-III . |
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| 22. | Details of Bidder: |
| | Bidder to submit their complete contact information details as per Annexure-I V. |
| | |
| 23. | Evaluation Criteria: Evaluation shall be done on total cost to BHEL basis. |
| | |
| 24. | Deviations: |
| | a) Technical Deviation: No Technical Deviation is envisaged. b) Commercial Deviation: No Commercial Deviation is envisaged. |
| | |
| 25. | Breach of contract, remedies and termination |
| | <p>-</p> <p>(A) <u>Breach of contract and Termination:</u></p> <p>Following conditions shall be considered as breach of contract:</p> <p>a) 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.</p> <p>b) 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.</p> <p>c) The vendor delivers equipment/ material not of the contracted quality.</p> <p>d) The vendor fails to replace the defective equipment/ material/ component as per guarantee clause.</p> <p>e) Withdrawal from or abandonment of the work by the vendor before completion as per contract.</p> <p>f) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</p> <p>g) Non-compliance to any contractual condition or any other default attributable to Contractor/ Vendor.</p> <p>h) Termination of Contract on account of any other reason(s) attributable to Vendor.</p> |

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In case of breach of contract, BHEL reserve the right to terminate the Purchase Order/ Contract either in whole or in part thereof without compensation to the vendor.

(B) Remedies for breach of contract:

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

- (i) Forfeiture/ encashment of Security instruments (Performance security, EMD etc.) available against the said contract.
- (ii) In case the value of security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the vendor, retention amount etc. with BHEL TBG or any other units of BHEL.
- (iii) Demand notice for deposit of balance recovery amount shall sent to the vendor, if security instruments or financial remedies are insufficient to affect the complete recovery.
- (iv) In case recovery is not possible from security instruments or from financial remedies mentioned above, legal remedies shall be pursued.

Important Notes:

- (1) The balance scope shall be got done independently without Risk & Cost of the failed vendor.
- (2) Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

26. Liquidated Damage in case of termination of contract:

In case of termination of contract, LD shall be calculated as below:

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

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

- a) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier = T1

- b) Let the value of executed work/ supply till the time of termination of contract = X
- c) Let the Total Executable Value of work/ supply for which inputs/ fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y
- d) Delay in executed work/ supply attributable to contractor/ supplier i.e. T2 = $[1-(X/Y)] \times T1$
- e) LD shall be calculated in line with LD clause of the Contract for the delay attributable to 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.

27. RXIL (TReDS) Platform:

TBG is registered with RXIL (TReDS) platform. MSME bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per GoI guidelines.

28. Bidder to submit **sealed and signed copy of the following while uploading bid in GeM portal:**

- a) Bid Specific ATC: This document.
- b) Annexure-I: Technical Pre-Qualification Requirement along with supporting documents.
- c) Annexure-II: Activity Schedule
- d) Annexure-III: Unpriced Bid
- e) Annexure-IV: Contact Details of Bidder
- f) Annexure-V: Local Content Self-Certification
- g) Annexure-VI: Schedule of Commercial Deviation
- h) Annexure-VII: Schedule of Technical Deviation
- i) Annexure-VIII: Deleted
- j) Annexure-XI: Compliance to Government of India Order OM NO.6/18/2019-PPD Dtd. 23.07.2020 regarding restrictions under rule 144 (xi) of the General Financial Rules (GFRs), 2017
- k) Annexure-XII: Compliance to Government of India Order OM NO.6/18/2019

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| | <p>-PPD Dtd. 23.07.2020 regarding restrictions under rule 144 (xi) of the General Financial Rules (GFRs), 2017</p> <p>l) Annexure-XIV: Vendor Compliance Format</p> <p>Note: In case of non-receipt of above documents, the bidder is liable for rejection.</p> |
| | |
| 29. | All other terms & conditions shall be as per GTC of GeM. |

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

Designation :

Company Seal :



ACTIVITY SCHEDULE

| SN | ACTIVITY | ACTIVITY TIME [in weeks] | REMARKS |
|-----------|--|---------------------------------------|----------------|
| 1. | PO / Input receipt from BHEL | 1 | BHEL SCOPE |
| 2. | Submission of Documents necessary for getting manufacturing clearance like Drawings, Data sheet MQP etc. | 2 | SUPPLIER SCOPE |
| 3. | Manufacturing Clearance | 2 | BHEL SCOPE |
| 4. | Manufacturing time and raising of Inspection Call | 10 | SUPPLIER SCOPE |
| | | | |

| | | | |
|----------------------------------|---|-----------------|----------------|
| 5. | BHEL/Customer Inspection & Dispatch Clearance | 2 | BHEL SCOPE |
| 6. | Dispatch | 2 | SUPPLIER SCOPE |
| Activity Time for supply: | | 19 Weeks | |

1. Inspection call to be raised by vendor 1 week in advance.
2. Supplier must ensure the completeness and correctness of the requisite documents. Approval on account of incomplete / inadequate information shall be the responsibility of the supplier.
3. Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall be rejected.
4. Vendor to ensure resubmission of drawings / documents within 1 Week from the date of rejection.

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

Designation :

Company Seal :

UNPRICED BID

| Sl. No. | Item Description | Unit | Quantity | Total Ex-works | GST on Total Ex-works |
|---------|------------------|------|----------|----------------|-----------------------|
| | | | | | |

| | | | | | |
|----|--|---------|----|--------|---------------------------------------|
| 1. | SUPPLY- REACTORS: ELECTRODE LINE IMPEDANCE SUPERVISION REACTOR 0.5MH, 2000A, 130KV BIL, 10 KA THERMAL CURRENT 1 SEC, AIR CORE, CLASS F INSULATION | No. | 02 | Quoted | Quoted Mention GST % Quoted |
| 2. | SERVICES- REACTORS: SUPERVISION OF ETC OF ELECTRODE LINE IMPEDANCE SUPERVISION REACTOR 0.5MH, 2000A, 130KV BIL, 10KA THERMAL CURRENT 1 SEC. AIR CORE, CLASS F INSULATION | Man-Day | 04 | Quoted | Quoted Mention GST % Quoted |
| 3. | SPARES- REACTORS: POST INSULATOR SUITABLE FOR ELIS REACTOR | No. | 01 | Quoted | Quoted Mention GST % Quoted |

Place :

Date :

CONTACT DETAILS OF BIDDER

-
-

| | |
|---|---|
| Work Address | - |
| Correspondence Address | - |
| PAN NO. | - |
| GST No. | - |
| Details of contact person for clarification regarding bid: | |
| Contact Person Name | - |
| Designation | - |
| email ID | - |
| Mobile No. | - |
| Landline No. | - |

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

Designation :

Company Seal :

| | |
|------------------------------------|--|
| Item/ Package Name | MSETCL MALEGAON |
| GeM Bid No. | |
| Project | SUPPLY AND SUPERVISION OF ETC OF 33KV ISOLATORS |
| Percentage of Local Content |% |

Format of Self-certification regarding Local Content in line with PPP-MII order

I S/o, D/o, W/o, hereby solemnly

That I will agree to abide by the terms and conditions of the Public Procurement (Preferential PPP-MII order) of Government of India issued vide Notification No. P-45021/2/2017-BE-0 and any subsequent modifications/ amendments, if any.

That the information furnished hereinafter is correct to the best of my knowledge and records before the procuring entity/ BHEL or any other Government authority for the purpose

goods/ services/ works supplied by me for (Enter the value)

That the local content for all inputs which constitute the said goods/ services/ works has the correctness of the claims made therein.

That the goods/ services/ works supplied by me for (Enter the value for Project) contains% (mention the Local content in %age) Local Content.

That the value addition for the purpose of meeting the 'Minimum Local Content' has been (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 not as prescribed supplier class categorization criteria as per said order, based on the assessment of the Authorities for the purpose of assessing the local content, action shall be taken against the bidders of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years or more, as per provision to any statutory authority:

- i. Name and details of the Local Supplier
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Goods/ services/ works for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Minimum Local Content
- 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
- xii. List and total cost of input which are domestically sourced. Value addition certificate 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.)

SCHEDULE OF COMMERCIAL DEVIATION

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The following are the deviations/ variations exception from the General Terms

| Sl. No. | Clause No. of Terms and Conditions | Statement of Deviation |
|----------------|---|-------------------------------|
| | Nil Deviation | Nil Deviation |

In case, this schedule is not submitted, it will be presumed that the equipment/ materia to be in compliance with the General Terms and Conditions.

If there is **Nil Deviation**, even then the format to be filled as **Nil Deviation**.

Note:

1. Continuation sheets of like size and format may be used as per the Bidder's Requi

2. Deviation mentioned in this schedule shall only be considered.

This Format is to be submitted in original duly signed by bidder. Reproduction of the same in any

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

Designation :

Company Seal :

SCHEDULE OF TECHNICAL DEVIATION

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

| Sl. N | Clause No. of Technical Specifications | |
|-------|--|--|
|-------|--|--|

| o. | tions | Statement of Deviation |
|----|----------------------|------------------------|
| | Nil Deviation | Nil Deviation |

In case, this schedule is not submitted, it will be presumed that the equipment/ materia to be in compliance with the Technical Specifications.

If there is **Nil Deviation**, even then the format to be filled as **Nil Deviation**.

Note:

3. Continuation sheets of like size and format may be used as per the Bidder's Requi
4. Deviation mentioned in this schedule shall only be considered.

This Format is to be submitted in original duly signed by bidder. Reproduction of the same in any

Signature of the authorized representati

ve of

Place :

Date :

Bidder's Name :

Designation :

Company Seal :

DELETED

CHECKLIST FOR SUPPLY BILLS

-

| Name of Project | | | | | | | |
|-------------------------------|--------------------|--------|--------------|----------|----------------|---------------------|-------------------------|
| Package Description | | | | | | | |
| Invoice No. & Date | | | | | | | |
| PO No. & Date | | | | | | | |
| | | | | | | | |
| Sl. No. | Documents Required | Copies | Check Points | Page No. | Vendor Remarks | Verification by M M | Verification by Finance |
| | | | | | (Y/ N/ N A) | (Y/ N/ N A) | (Y/ N/ N A) |
| | | | | | | | |

| | | | | | | | |
|---|--|---------------------|---|--|--|--|--|
| 1 | Original for Buyer Invoice - GST compliant invoice | 1 Original + 2 Copy | 1. Please ensure GST compliant invoice in original | | | | |
| | | | 2. Consignee address: BHEL C/o followed by site address | | | | |
| | | | 3. Item description and unit of quantity are matched with PO | | | | |
| | | | 4. Buyer address and GSTN No. as required (TBG Noida or Nodal agency) | | | | |
| | | | 5. PO No. and Date, LR No. and Date, Vehicle No. and Project Name are mentioned | | | | |
| | | | 6. Invoiced quantity are not more than the PO quantity and MICC quantity | | | | |
| | | | 7. Ex-works unit rate, Taxes and F&I rates are same as per PO | | | | |
| | | | 8. Signed and stamped by vendor | | | | |
| 2 | Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ boxes | 1 Original + 2 Copy | 2. Consignee address: BHEL C/o followed by site address | | | | |
| | | | 2. In case of material purchased from sub vendor, Consignee address Vendor's name C/o BHEL C/o site address | | | | |
| | | | 3. Vendor's Invoice No. and Vehicle No. are mentioned | | | | |
| | | | 4. No. of boxes/ No. of packages are same as per Packing List | | | | |
| | | | 5. In case of and adverse remark on LR (Like shortages/ damages/ broken, etc.), | | | | |

| | | | | | | | |
|---|---|---------------------|---|--|--|--|--|
| | | | clarification from site/ MM/ Commercial is needed | | | | |
| | | | 6. LR is readable | | | | |
| | | | 7. In case of photocopy, LR is verified by MM | | | | |
| | | | 8. LR Date is after the Date of MICC/ (MDCC if issued) or same Date | | | | |
| 3 | Packing list - showing number of packages, and gross weight/ net weight (if applicable) | 1 Original + 2 Copy | 1. PO No. and Date, LR No. and Date, Invoice No. and Date, Site Name and Address, Consignor and Consignee Address are mentioned | | | | |
| | | | 2. Item description and quantity are matched with Invoice and PO | | | | |
| | | | 3. Signed and stamped by vendor | | | | |
| | | | 4. No. of packages/ Item descriptions are matched with MRC and LR | | | | |
| 4 | MICC from BHEL | 1 Original + 2 Copy | 1. BHEL MICC has been issued prior to the Date of dispatch or on same Date | | | | |
| | | | 2. In case where MICC Date is after the Date of dispatch then MDCC Date is same or prior to the Date of dispatch | | | | |
| | | | 3. Project Name, PO, PO Date, Vendor's Name and Address is correct | | | | |
| | | | 4. Item description, Quantity and unit of quantity are same as per PO and Invoice | | | | |
| | | | 5. All hold point in MICC, if any, have been resolved before submission | | | | |

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|---|-----------------------|---------------------|--|--|--|--|--|
| | | | on of bill | | | | |
| | | | 6. Signed and stamped by BHEL Executive | | | | |
| | | | 7. MICC and MDCC quantity are not less than Invoice quantity and cover all invoiced items | | | | |
| 5 | Guarantee Certificate | 1 Original + 2 Copy | 1. Project Name, PO No., Invoice No., LR No. and Date are mentioned | | | | |
| | | | 2. Guarantee Certificate is strictly matched with PO T&C | | | | |
| | | | 3. Signed and stamped by vendor | | | | |
| 6 | Bank Guarantee | 1 Copy | 1. Ensure submission of BG directly from Bank before supply of material so that BG confirmation may be arranged before processing the bill | | | | |
| | | | 2. Bill can be processed only after receipt of BG confirmation directly from bank | | | | |
| | | | 3. It should be in the name of BHEL, TBG Noida with registered office address Siri Fort, New Delhi | | | | |
| | | | 4. It should be in prescribed format | | | | |
| | | | 5. BG value and validity plus claim period should be minimum as specified in PO/ RC. Please check before supply. If BG extension is required please arrange the same | | | | |
| | | | 6. Vendor's name address should be same as per PO | | | | |

| | | | | | | | |
|---|--|---------------------|--|--|--|--|--|
| | | | 7. PO No./ RC No. and Date should be correct | | | | |
| 7 | Insurance Certificate | 1 Original + 2 Copy | 1. Invoice No. and Date, Vendor's Name, Place from Consignor to Consignee are mentioned | | | | |
| | | | 2. It has not been issued later than the LR Date | | | | |
| | | | 3. Insured value is not less than the Invoice value | | | | |
| | | | 4. Signed and stamped by Insurance Company | | | | |
| | | | 5. In case of Open Insurance Policy, declaration has been submitted to Insurance Company as per declaration clause of Open policy and copy of open policy is also enclosed | | | | |
| | | | 6. In case of any discrepancy, consent of Commercial is required for processing the bill and amount will be deducted for invalid Insurance certificate | | | | |
| 8 | PVC (if applicable) Invoice is submitted along with the Dispatch Invoice | 1 Original + 2 Copy | PVC (If applicable) Invoice is submitted along with the Dispatch Invoice | | | | |
| | | | 1. PVC Invoice is attached along with Supply Invoice | | | | |
| | | | 2. Calculation sheet and applicable PVC indices are also enclosed | | | | |
| | | | 3. If delay in delivery, then PVC indices are as per PO conditions | | | | |
| | | | 1. LR No. and Date, Invoice No. and Date, Veh | | | | |

| | | | | | | | |
|----|------------------------------|--|---|--|--|--|--|
| 9 | Material Receipt Certificate | | 1. Invoice No. and Date, Site Name and address are mentioned | | | | |
| | | | 2. Date of receipt of material | | | | |
| | | | 3. Item description and quantity are same as per Invoice/ Packing List | | | | |
| | | | 4. It is signed and stamped by Site Executive | | | | |
| | | | 5. In case of any shortages/ damages/ adverse remark, clarification is needed | | | | |
| 10 | Other Documents | | To be seen as per specific requirement of PO | | | | |

To be filled by BHEL-MM only

| | | | | | | | |
|----|---|------------|---|--|-----------------------------------|--|--|
| 11 | Date of Submission of Last Billing Document | | Date to be mentioned | | Not to be filled by Vendor | | |
| 12 | LD Calculation, if applicable, as per PO | | Calculation Sheet of LD due to delay in delivery is attached | | | | |
| 13 | Received LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes | 1 Copy | Damages, if any mentioned in the Received LR have been accounted for. Withheld amount, if any_____ | | | | |
| 14 | Packing List - showing number of packages and gross weight & net weight (if applicable) | 1 Original | If Packing List does not match with Purchase order (with reference to Sl. No. 4 above), Engineering/ MM acceptance as to the completeness is enclosed | | | | |
| 15 | PO copy | 1 Copy | PO copy with original seal and signature is attached along with amendment, if any | | | | |
| 16 | DAN | 1 Copy | Relevant DANs are attached duly signed by MM representative | | | | |

| | | | | | | | |
|--------|--|--|--|--|------------------|--------------|-------------------|
| *Note: | Every field to be ticked. If some document is not applicable, same should be mentioned. All Pages to be numbered upward from the bottom page | | | | | | |
| | Invoice Control No. | | | | Vendor Signature | MM Signature | Finance Signature |
| | | | | | Date: | Date: | Date: |

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CLAUSE REGARDING RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFM NO.6/18/2019-PPD DTD. 23.07.2020

- I. Any bidder from a country which shares a land border with India will be eligible to bid with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain cases including any member of a consortium or joint venture (that is an association of artificial juridical person not falling in any of the descriptions of bidders stated here) and any person controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this clause shall mean:
 - 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 is a bidder from a country which shares a land border with India.
- 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, or through one or more juridical person, has a controlling ownership interest or w

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Explanation:

- a) "Controlling ownership interest" means ownership of or entitlement to more than fifty percent of the shares or profits of the company;
- b) "Control" shall include the right to appoint majority of the directors or to control the management or financial policy of the company by virtue of their shareholding or management rights or shareholder's agreement.

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

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether natural or juridical person, has ownership of or entitlement to more than fifteen percent of 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 shall be the natural person occupying the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of beneficiaries with fifteen percent or more interest in the trust and any other natural person entitled to 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 the name of another.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor outside India unless such contractor is registered with the Competent Authority.

- The above clause is not applicable to the bidders from those countries (even if shares have been extended lines of credit or in which the Govt is engaged in development projects).
- List of countries to which lines of credit have been extended or in which development projects are being implemented is available on the Ministry of External Affairs website (<https://www.mea.gov.in/>).

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VENDOR COMPLIANCE FORMAT IN BIDDER LETTER I

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COMPLIANCE TO GOVERNMENT OF INDIA ORDER OM NO.6/18/2019-PPD DATED 23.07.2020 REGARDING GENERAL FINANCIAL RULES (GFRS), 2017

| Sl. No. | Description | Bidder's confirmation |
|----------------|--|------------------------------|
| 1. | <i>We, M/s have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We hereby certify that we are not from such a country.</i> | Agreed |

Note: Non-compliance of above said Govt Order and its subsequent amendment, (if any) will result in rejection of their bids by BHEL.

Signature of the authorized representative of

Place :

Date :

Bidder's Name :

Designation :

Company Seal :

VENDOR COMPLIANCE FORMAT IN BIDDER LETTER

COMPLIANCE TO GOVERNMENT OF INDIA ORDER OM NO.6/18/2019-PPD DATED 23.07.2020 REGARDING GENERAL FINANCIAL RULES (GFRS), 2017

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

Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any) ejection of their bids by BHEL.

Signature of the authorized representative of

Place :

Date :

Bidder's Name :
.....

Designation :
.....

Company Seal :
.....



VENDOR COMPLIANCE FORMAT IN BIDDER LETTER I

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

| | |
|--------------------|--|
| GEM BID NO. | |
| PROJECT | |
| ITEM | |

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

Note: Non-compliance of MoP Order and its subsequent amendment(s), (if any), by violation of contract, which is awarded by BHEL.

Signature of the authorized representative of

Place :

Date :

Bidder's Name :

Designation :

Company Seal :

CORRIGENDUM-1



3. Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof in process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to extant terms and conditions.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category restriction.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.

14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case m

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

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

[This Bid is also governed by the General Terms and Conditions](#)