

|             |                                                                    |
|-------------|--------------------------------------------------------------------|
| Project     | PowerGrid Corporation of India Limited (PGCIL) and its subsidiary. |
| Item        | Supply & Supervision of Testing of 765kV Current Transformers      |
| Enquiry No. |                                                                    |

## ANNEXURE-I

### TECHNICAL PRE-QUALIFYING CRITERIA

| Technical Pre-Qualification requirement for 765kV Current Transformer                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| i.                                                                                                                                                                                                                                                  | The Bidder must have manufactured, type tested (as per IS/IEC or equivalent standard) and supplied 715kV or higher voltage class Current Transformer (s), which are in satisfactory operation# for at least two (2) years as on the date of NOA**.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>OR</b>                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| ii.                                                                                                                                                                                                                                                 | The Bidder, who have established manufacturing and testing facilities in India for the offered Current Transformer (s) and not meeting the requirement stipulated in (i) above, can also be considered provided that: <ul style="list-style-type: none"> <li>a) 715kV or higher Voltage class Current Transformer (s) must have been manufactured in the above Indian works &amp; type tested (as per IS/IEC standard) as on the date of NOA.</li> <li>b) Bidder has manufactured, type tested (as per IS/IEC or equivalent standard) and supplied Current Transformer (s) of 345kV or above voltage class (applicable for 765kV Current Transformer), which are in satisfactory operation# for at least two (2) years as on the date of NOA.</li> <li>c) Warranty obligations for additional warranty of two (2) years over &amp; above the warranty period as specified in the bidding documents shall be applicable for the entire quantity of the offered Current Transformer (s) to be supplied under the contract. Further, bidder shall furnish performance guarantee for an amount of 10% of the ex-works cost of the Current Transformer (s)* for the additional warranty period in addition to the contract Performance guarantee to be submitted by the bidder.</li> </ul> |
| <b>OR</b>                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| iii.                                                                                                                                                                                                                                                | The bidder, who have established manufacturing and testing facilities in India for the offered Current Transformer (s) based on technological support of a parent company or collaborator and not meeting the requirement stipulated in (i) above, can also be considered provided that: <ul style="list-style-type: none"> <li>a) 715kV or higher Voltage class Current Transformer (s) must have been manufactured in the above Indian works &amp; type tested (as per IS/IEC standard) as on the date of NOA.</li> <li>b) The parent company or collaborator meets the qualifying requirements stipulated under (i) given above.<br/>A valid collaboration agreement for technology transfer / license to design, manufacture, test and supply the 765kV Current Transformer (s) in India, shall be submitted.</li> <li>c) The parent company/collaborator shall furnish performance guarantee for an amount of 10% of the ex-works cost of such Current Transformer (s) and this performance guarantee shall be in addition to contract performance guarantee to be submitted by the bidder.</li> </ul>                                                                                                                                                                           |
| <p>Legends:</p> <p>#: satisfactory operation means certificate issued by the Employer/Utility certifying the operation without any adverse remark.</p> <p>**NOA: Notification of award by POWERGRID. NOA date shall be informed at later stage.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

| SUPPORTING DOCUMENTS TO BE ATTACHED |                   |                                                                         |
|-------------------------------------|-------------------|-------------------------------------------------------------------------|
| Sr                                  | Required Criteria | Supporting Documents to be submitted by bidder along with technical bid |

Signature of the authorized representative of

Place : .....

Bidder's Name : .....

Date : .....

Designation : .....

Company Seal : .....

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#### Annexure-TQR

|   |                        |                                                                                                                       |
|---|------------------------|-----------------------------------------------------------------------------------------------------------------------|
| 1 | Manufacturing          | Approved Drawings / GTP / Approved Quality Plan / Factory Inspection Test Report e.t.c                                |
| 2 | Supply                 | PO / Dispatch clearance / LR / Material Receipt certificate at site / installation or commissioning certificate e.t.c |
| 3 | Satisfactory operation | Certificate issued by the Employer/Utility certifying the operation without any adverse remark.                       |

#### 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.

Signature of the authorized representative of

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

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**Annexure-II [Shall be as per individual tender enquiry]**

**Activity Schedule**

|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Supply (Mains)</b>         | <b>Supply (Spares)</b>        |                       |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------------------------------|-----------------------|
| <b>A. Supply</b>   | <b>Brief Description of work</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>ACTIVITY TIME IN WEEKS</b> | <b>ACTIVITY TIME IN WEEKS</b> | <b>Responsibility</b> |
| 1                  | Inputs to vendor from BHEL after issue of PO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1 Week                        | 1 Week                        | BHEL scope.           |
| 2                  | Submission of Documents necessary for getting manufacturing clearance like Drawings, Data sheet, Type test reports, Spare BOQ etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 2 Weeks                       | 2 Weeks                       | Supplier scope.       |
| 3                  | Review and Approval of documents from BHEL/Customer and issue of manufacturing clearance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 2 Weeks                       | 2 Weeks                       | BHEL scope.           |
| 4                  | Manufacturing time (after Manufacturing Clearance from BHEL) along with Inspection Call (ie. Time from Manufacturing Clearance date and inspection date mentioned in inspection call)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | __ Weeks                      | __ Weeks                      | Supplier scope.       |
| 5                  | BHEL/ customer Inspection & dispatch clearance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2 Weeks                       | 2 Weeks                       | BHEL scope            |
| 6                  | Dispatch                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2 Weeks                       | 2 Weeks                       | Supplier scope        |
|                    | <b>Total time for supply</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>__ Weeks</b>               | <b>__ Weeks</b>               |                       |
| <b>Note:</b>       | 1. Supplier must ensure the completeness and correctness of the requisite drawings/documents before submission for approval.<br>2. Supplier to ensure every revised drawing/ document submission incorporating comments within 1 weeks from the date of comments by BHEL, else vendor delay shall be deducted from manufacturing time.<br>3. Inspection call should be raised Two (02) weeks in advance before inspection date. Inspection call should be given in the prescribed format only (enclosed). Inspection calls not in the prescribed format shall not be entertained.<br>4. Delay in activity pertaining to BHEL, not attributable to vendor, as listed above shall be added, if required in case of time extension and Delivery date will be re-fixed accordingly based on bidder's request & delay analysis.<br>5. Supplier to give monthly plan for delivery of equipment matching the site requirement and manufacturing time as per sl. no. 4 of activity schedule. |                               |                               |                       |
| <b>B. Services</b> | <b>Brief Description of work</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |                               | <b>Responsibility</b> |
| 1                  | Deputation of service engineer for the supervision of testing of Pre-commissioning work                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                               |                               | Supplier scope        |
| <b>Note:</b>       | 1. Supplier must ensure the deputation of service engineer at site within one week from the date of confirmation mail from BHEL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |                               |                       |

Signature of the authorized representative

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

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**Annexure-III**

**CHECKLIST FOR SUPPLY BILLS**

| <b>Name of Project</b>           |                                                                                              |                     |                                                                                                                                   |          |                              |                                  |                                       |
|----------------------------------|----------------------------------------------------------------------------------------------|---------------------|-----------------------------------------------------------------------------------------------------------------------------------|----------|------------------------------|----------------------------------|---------------------------------------|
| <b>Item/ Package Description</b> |                                                                                              |                     |                                                                                                                                   |          |                              |                                  |                                       |
| <b>Invoice No. &amp; Date</b>    |                                                                                              |                     |                                                                                                                                   |          |                              |                                  |                                       |
| <b>PO No. &amp; Date</b>         |                                                                                              |                     |                                                                                                                                   |          |                              |                                  |                                       |
| Sl. No.                          | Documents Required                                                                           | Copies              | Check Points                                                                                                                      | Page No. | Vendor Remarks<br>(Y/ N/ NA) | Verification by MM<br>(Y/ N/ NA) | Verification by Finance<br>(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                       |          |                              |                                  |                                       |
|                                  |                                                                                              |                     | 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                                                                                                                 |          |                              |                                  |                                       |

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| <b>Enquiry No.</b> |                                                                           |

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|---|-----------------------------------------------------------------------------------------|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
|   |                                                                                         |                     | 7. In case of photocopy, LR is verified by MM                                                                                              |  |  |  |  |
|   |                                                                                         |                     | 8. LR Date is after the Date of MICC/ (MDCC if issued) or same Date                                                                        |  |  |  |  |
| 3 | Packing list - showing number of packages, and gross weight/ net weight (if applicable) | 1 Original + 2 Copy | 1. PO No. and Date, LR No. and Date, Invoice No. and Date, Site Name and Address, Consignor and Consignee Address are mentioned            |  |  |  |  |
|   |                                                                                         |                     | 2. Item description and quantity are matched with Invoice and PO                                                                           |  |  |  |  |
|   |                                                                                         |                     | 3. Signed and stamped by vendor                                                                                                            |  |  |  |  |
|   |                                                                                         |                     | 4. No. of packages/ Item descriptions are matched with MRC and LR                                                                          |  |  |  |  |
| 4 | MICC from BHEL                                                                          | 1 Original + 2 Copy | 1. BHEL MICC has been issued prior to the Date of dispatch or on same Date                                                                 |  |  |  |  |
|   |                                                                                         |                     | 2. In case where MICC Date is after the Date of dispatch then MDCC Date is same or prior to the Date of dispatch                           |  |  |  |  |
|   |                                                                                         |                     | 3. Project Name, PO, PO Date, Vendor's Name and Address is correct                                                                         |  |  |  |  |
|   |                                                                                         |                     | 4. Item description, Quantity and unit of quantity are same as per PO and Invoice                                                          |  |  |  |  |
|   |                                                                                         |                     | 5. All hold point in MICC, if any, have been resolved before submission of bill                                                            |  |  |  |  |
|   |                                                                                         |                     | 6. Signed and stamped by BHEL Executive                                                                                                    |  |  |  |  |
|   |                                                                                         |                     | 7. MICC and MDCC quantity are not less than Invoice quantity and cover all invoiced items                                                  |  |  |  |  |
| 5 | Guarantee Certificate                                                                   | 1 Original + 2 Copy | 1. Project Name, PO No., Invoice No., LR No. and Date are mentioned                                                                        |  |  |  |  |
|   |                                                                                         |                     | 2. Guarantee Certificate is strictly matched with PO T&C                                                                                   |  |  |  |  |
|   |                                                                                         |                     | 3. Signed and stamped by vendor                                                                                                            |  |  |  |  |
| 6 | Bank Guarantee                                                                          | 1 Copy              | 1. Ensure submission of BG directly from Bank before supply of material so that BG confirmation may be arranged before processing the bill |  |  |  |  |

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| <b>Enquiry No.</b> |                                                                           |

|   |                                                                          |                     |                                                                                                                                                                            |  |  |  |  |
|---|--------------------------------------------------------------------------|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
|   |                                                                          |                     | 2. Bill can be processed only after receipt of BG confirmation directly from bank                                                                                          |  |  |  |  |
|   |                                                                          |                     | 3. It should be in the name of BHEL, TBG Noida with registered office address Siri Fort, New Delhi                                                                         |  |  |  |  |
|   |                                                                          |                     | 4. It should be in prescribed format                                                                                                                                       |  |  |  |  |
|   |                                                                          |                     | 5. BG value and validity plus claim period should be minimum as specified in PO/ RC. Please check before supply. If BG extension is required please arrange the same       |  |  |  |  |
|   |                                                                          |                     | 6. Vendor's name address should be same as per PO                                                                                                                          |  |  |  |  |
|   |                                                                          |                     | 7. PO No./ RC No. and Date should be correct                                                                                                                               |  |  |  |  |
| 7 | Insurance Certificate                                                    | 1 Original + 2 Copy | 1. Invoice No. and Date, Vendor's Name, Place from Consignor to Consignee are mentioned                                                                                    |  |  |  |  |
|   |                                                                          |                     | 2. It has not been issued later than the LR Date                                                                                                                           |  |  |  |  |
|   |                                                                          |                     | 3. Insured value is not less than the Invoice value                                                                                                                        |  |  |  |  |
|   |                                                                          |                     | 4. Signed and stamped by Insurance Company                                                                                                                                 |  |  |  |  |
|   |                                                                          |                     | 5. In case of Open Insurance Policy, declaration has been submitted to Insurance Company as per declaration clause of Open policy and copy of open policy is also enclosed |  |  |  |  |
|   |                                                                          |                     | 6. In case of any discrepancy, consent of Commercial is required for processing the bill and amount will be deducted for invalid Insurance certificate                     |  |  |  |  |
| 8 | PVC (if applicable) Invoice is submitted along with the Dispatch Invoice | 1 Original + 2 Copy | PVC (If applicable) Invoice is submitted along with the Dispatch Invoice                                                                                                   |  |  |  |  |
|   |                                                                          |                     | 1. PVC Invoice is attached along with Supply Invoice                                                                                                                       |  |  |  |  |
|   |                                                                          |                     | 2. Calculation sheet and applicable PVC indices are also enclosed                                                                                                          |  |  |  |  |
|   |                                                                          |                     | 3. If delay in delivery, then PVC indices are as per PO conditions                                                                                                         |  |  |  |  |

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| <b>Item</b>        | <b>Supply &amp; Supervision of Testing of 765kV Current Transformers</b>  |  |  |  |  |  |  |
| <b>Enquiry No.</b> |                                                                           |  |  |  |  |  |  |

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

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**Annexure -IV**

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| <b>Enquiry No.</b> |                                                                           |

**Annexure-V**

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

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

**Date:** .....

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

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

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

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

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

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

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

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

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

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- 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)

Signature of the authorized representative

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

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|--------------------|---------------------------------------------------------------------------|
| <b>Project</b>     | <b>PowerGrid Corporation of India Limited (PGCIL) and its subsidiary.</b> |
| <b>Item</b>        | <b>Supply &amp; Supervision of Testing of 765kV Current Transformers</b>  |
| <b>Enquiry No.</b> |                                                                           |

#### **Annexure-VI**

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

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

*II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.*

*III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -*

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

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

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

**Explanation-**

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

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

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

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|--------------------|---------------------------------------------------------------------------|
| <b>Project</b>     | <b>PowerGrid Corporation of India Limited (PGCIL) and its subsidiary.</b> |
| <b>Item</b>        | <b>Supply &amp; Supervision of Testing of 765kV Current Transformers</b>  |
| <b>Enquiry No.</b> |                                                                           |

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

**V.** An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

**VI.** The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority

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

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

The above clause is not applicable to the bidders from those countries (even if sharing a land border with India) to which the GoI has extended lines of credit or in which the GoI is engaged in development projects.

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

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|--------------------|---------------------------------------------------------------------------|
| <b>Project</b>     | <b>PowerGrid Corporation of India Limited (PGCIL) and its subsidiary.</b> |
| <b>Item</b>        | <b>Supply &amp; Supervision of Testing of 765kV Current Transformers</b>  |
| <b>Enquiry No.</b> |                                                                           |

**Annexure-VII**

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

|                |  |
|----------------|--|
| <b>ENQUIRY</b> |  |
| <b>PROJECT</b> |  |
| <b>ITEM</b>    |  |

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

**Note:**

- (i) Non-compliance of above said Govt Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL.
- (ii) Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

Signature of the authorized representative

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

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

|                    |                                                                           |
|--------------------|---------------------------------------------------------------------------|
| <b>Project</b>     | <b>PowerGrid Corporation of India Limited (PGCIL) and its subsidiary.</b> |
| <b>Item</b>        | <b>Supply &amp; Supervision of Testing of 765kV Current Transformers</b>  |
| <b>Enquiry No.</b> |                                                                           |

**Annexure-VIII**

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

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

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

**Note:**

- (i) Non-compliance of above said 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

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

|             |                                                                    |
|-------------|--------------------------------------------------------------------|
| Project     | PowerGrid Corporation of India Limited (PGCIL) and its subsidiary. |
| Item        | Supply & Supervision of Testing of 765kV Current Transformers      |
| Enquiry No. |                                                                    |

### Annexure-IX

#### **Annexure-IX**

No.25-111612018-PG  
Government of India  
Ministry of Power

Shram Shakti Bhawan, Rafi Marg, New Delhi • — 110001  
Tele Fax: 011-23730264

Dated 02/07/2020

#### ORDER

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

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

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

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

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



(Goutam Ghosh)

Director Tel: 011-23716674 To:

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

सेवा भवन, आर. के. पुरम-I, नई दिल्ली-110066 टेली: 011-26732257 ईमेल: oa-mdosa@nic.in वेबसाइट: [www.oa.nic.in](http://www.oa.nic.in)

Sewa Bhawan, R.K.Puram-I, New Delhi - 110066 Tel: 011-26732257 Email: oa-mdosa@nic.in Website: [www.oa.nic.in](http://www.oa.nic.in)

Signature of the authorized representative

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

|                    |                                                                           |
|--------------------|---------------------------------------------------------------------------|
| <b>Project</b>     | <b>PowerGrid Corporation of India Limited (PGCIL) and its subsidiary.</b> |
| <b>Item</b>        | <b>Supply &amp; Supervision of Testing of 765kV Current Transformers</b>  |
| <b>Enquiry No.</b> |                                                                           |

**Annexure-X**

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

|                |  |
|----------------|--|
| <b>ENQUIRY</b> |  |
| <b>PROJECT</b> |  |
| <b>ITEM</b>    |  |

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

**Note:**

- (i) *Non-compliance of above said 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

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

|                    |                                                                           |
|--------------------|---------------------------------------------------------------------------|
| <b>Project</b>     | <b>PowerGrid Corporation of India Limited (PGCIL) and its subsidiary.</b> |
| <b>Item</b>        | <b>Supply &amp; Supervision of Testing of 765kV Current Transformers</b>  |
| <b>Enquiry No.</b> |                                                                           |

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

**Between**

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

**and**

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

**Preamble**

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

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

**Section 1 - Commitments of the Principal**

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

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

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

|                    |                                                                           |
|--------------------|---------------------------------------------------------------------------|
| <b>Project</b>     | <b>PowerGrid Corporation of India Limited (PGCIL) and its subsidiary.</b> |
| <b>Item</b>        | <b>Supply &amp; Supervision of Testing of 765kV Current Transformers</b>  |
| <b>Enquiry No.</b> |                                                                           |

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

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

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

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

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

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

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

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

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

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|--------------------|---------------------------------------------------------------------------|
| <b>Project</b>     | <b>PowerGrid Corporation of India Limited (PGCIL) and its subsidiary.</b> |
| <b>Item</b>        | <b>Supply &amp; Supervision of Testing of 765kV Current Transformers</b>  |
| <b>Enquiry No.</b> |                                                                           |

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

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

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

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

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

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|--------------------|---------------------------------------------------------------------------|
| <b>Project</b>     | <b>PowerGrid Corporation of India Limited (PGCIL) and its subsidiary.</b> |
| <b>Item</b>        | <b>Supply &amp; Supervision of Testing of 765kV Current Transformers</b>  |
| <b>Enquiry No.</b> |                                                                           |

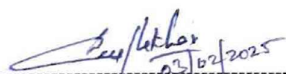
- 8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has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

### Section 9 - Pact Duration

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

### Section 10 - Other Provisions

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

  
**Deep Sheldhan Daryangan**  
 उप प्रबंधक (प्रमुख) / उप प्रबंधक (TBMN)  
 पारवण व्यापार समूह/Transmission Business Group  
 भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.  
 5th Floor, B-11, Sadan, Plot No. 25, Sector-16A, Noida-201301 (U.P.)  
 Place \_\_\_\_\_  
 Date \_\_\_\_\_

Witness: Nureem  
 (Name & Address) 03/05/25  
Nandlal Verma  
Noida

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

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

|                    |                                                                           |
|--------------------|---------------------------------------------------------------------------|
| <b>Project</b>     | <b>PowerGrid Corporation of India Limited (PGCIL) and its subsidiary.</b> |
| <b>Item</b>        | <b>Supply &amp; Supervision of Testing of 765kV Current Transformers</b>  |
| <b>Enquiry No.</b> |                                                                           |

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

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

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

25/6/15

|                    |                                                                           |
|--------------------|---------------------------------------------------------------------------|
| <b>Project</b>     | <b>PowerGrid Corporation of India Limited (PGCIL) and its subsidiary.</b> |
| <b>Item</b>        | <b>Supply &amp; Supervision of Testing of 765kV Current Transformers</b>  |
| <b>Enquiry No.</b> |                                                                           |

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

**Bank Guarantee No:**

**Date:**

To

NAME & ADDRESSES OF THE BENEFICIARY

Dear Sirs,

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

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

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

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

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

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

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

|                    |                                                                           |
|--------------------|---------------------------------------------------------------------------|
| <b>Project</b>     | <b>PowerGrid Corporation of India Limited (PGCIL) and its subsidiary.</b> |
| <b>Item</b>        | <b>Supply &amp; Supervision of Testing of 765kV Current Transformers</b>  |
| <b>Enquiry No.</b> |                                                                           |

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

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

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

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

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

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

Notwithstanding anything to the contrary contained hereinabove:

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

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

For and on behalf of  
(Name of the Bank)

Dated.....

Place of Issue.....

Instruction for BG

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

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

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

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

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

<sup>6</sup> VALIDITY DATE

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

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

<sup>9</sup> VALIDITY DATE

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

|                    |                                                                           |
|--------------------|---------------------------------------------------------------------------|
| <b>Project</b>     | <b>PowerGrid Corporation of India Limited (PGCIL) and its subsidiary.</b> |
| <b>Item</b>        | <b>Supply &amp; Supervision of Testing of 765kV Current Transformers</b>  |
| <b>Enquiry No.</b> |                                                                           |

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

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

|                    |                                                                           |
|--------------------|---------------------------------------------------------------------------|
| <b>Project</b>     | <b>PowerGrid Corporation of India Limited (PGCIL) and its subsidiary.</b> |
| <b>Item</b>        | <b>Supply &amp; Supervision of Testing of 765kV Current Transformers</b>  |
| <b>Enquiry No.</b> |                                                                           |

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

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

Signature of the authorized representative

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

|                    |                                                                           |
|--------------------|---------------------------------------------------------------------------|
| <b>Project</b>     | <b>PowerGrid Corporation of India Limited (PGCIL) and its subsidiary.</b> |
| <b>Item</b>        | <b>Supply &amp; Supervision of Testing of 765kV Current Transformers</b>  |
| <b>Enquiry No.</b> |                                                                           |

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

To

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

Ma'am/ Dear Sir,

**SUBJECT: SCHEDULE OF TECHNICAL DEVIATION**

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

| <b>Sl. No.</b> | <b>Clause No. of Technical Specifications</b> | <b>Statement of Deviation</b> |
|----------------|-----------------------------------------------|-------------------------------|
|                | <b>No Deviation</b>                           | <b>No Deviation</b>           |

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

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

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

**Note:**

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

Signature of the authorized representative

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

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

|                    |                                                                           |
|--------------------|---------------------------------------------------------------------------|
| <b>Project</b>     | <b>PowerGrid Corporation of India Limited (PGCIL) and its subsidiary.</b> |
| <b>Item</b>        | <b>Supply &amp; Supervision of Testing of 765kV Current Transformers</b>  |
| <b>Enquiry No.</b> |                                                                           |

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

To

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

Ma'am/ Dear Sir,

**SUBJECT: SCHEDULE OF COMMERCIAL DEVIATION**

**The following are the deviations/ variations exception from STC and GTC:**

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

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

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

**Note:**

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

Signature of the authorized representative

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

|                    |                                                                           |
|--------------------|---------------------------------------------------------------------------|
| <b>Project</b>     | <b>PowerGrid Corporation of India Limited (PGCIL) and its subsidiary.</b> |
| <b>Item</b>        | <b>Supply &amp; Supervision of Testing of 765kV Current Transformers</b>  |
| <b>Enquiry No.</b> |                                                                           |

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



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

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

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

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

**Signature with Date:**

\_\_\_\_\_

**Name & Designation:**

\_\_\_\_\_

**(with seal)**

Signature of the authorized representative

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

|                    |                                                                           |
|--------------------|---------------------------------------------------------------------------|
| <b>Project</b>     | <b>PowerGrid Corporation of India Limited (PGCIL) and its subsidiary.</b> |
| <b>Item</b>        | <b>Supply &amp; Supervision of Testing of 765kV Current Transformers</b>  |
| <b>Enquiry No.</b> |                                                                           |

#### **FORMAT FOR INSPECTION REQUEST**

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

| Sl. No. | Material offered for Inspection | P.O. Item No. | Total Quantity Ordered | Quantity offered for Inspection | Quantity Already Cleared | P.O. value of offered qty. |
|---------|---------------------------------|---------------|------------------------|---------------------------------|--------------------------|----------------------------|
| 1.      |                                 |               |                        |                                 |                          |                            |

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

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

**Distribution:**

1. Material Management, BHEL, TBG Noida

**Note:**

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

Signature of the authorized representative

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

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