

PROJECT	OPTCL ERSAMA, ODISHA (400/220 kV GIS-New)
ITEM	72.5kV Circuit Breaker
SUBJECT	BID SPECIFIC ATC

1. BHEL Contact (Technical):

For any **technical clarification**, please contact Mr. Baidyanath Yadav, Sr. Ersama (TBEM). Contact No. 0120 0674 8510; e-mail: byadav@bhel.in

2. BHEL Contact (Commercial):

For any **commercial clarification**, please contact Mr. Sandeep, Dy. Manager (TBMM). Contact No. 0120-6748540; e-mail: kumar.sandeep@bhel.in

3. Terms of Payment:

[A] Payment for Supply –Circuit Breaker

i) 95% of payment along with 100% GST & F&I shall be made within 45 days for MSE (Micro & Small Enterprises) / within 60 days for Medium Enterprises / within 90 days for non MSME suppliers from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:

- LR / GR duly endorsed by BHEL Site Official.
- CRAC (consignee receipt-cum-acceptance certificate) / MRC
- GST Compliant Tax Invoice
- Packing List (Case-wise)
- Copy of Transit Insurance Certificate from underwriters.
- Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management
- Guarantee Certificate
- Performance Bank Guarantee (PBG)
-

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

- Claim Invoice
- Certificate of successful completion of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management
- Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management

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

100% of payment shall be made within 45 days for MSE (Micro & Small Enterprises) / within 60 days for Medium Enterprises / within 90 days for non MSME suppliers against certificate of successful completion of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management from the date of receipt of GST Compliant Tax invoice in 3 sets (original + 2 copies). Vendor has to depute their representative at site for supervision of ETC within 07 days when asked.

Note 01: In-case commissioning is delayed beyond reason not attributable to supplier. Supplier may claim the balance 05% of supply portion after 12 months from the date of last delivery or from the date 02.12.2024, whichever is later, upon submission of BG with equivalent amount and the certificate endorsed by BHEL Site In-Charge citing the details that the “delay in commissioning is not attributable to supplier”.

Note 02:

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

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- Copy of GST Registration Certificate(s) shall be also be attached with Tax Invoice.

4. Terms of Delivery:

Ex-Works basis including P&F (Packing & Forwarding). F&I (Freight & Insurance) up to site is in the scope of bidder. LR / GR date or invoice date (whichever is later) shall be considered as delivery date.

5. Delivery Requirement:

- (a) Supply of Circuit Breaker:** Within 21 Weeks (147 days) from the date of PO/input by BHEL as per Activity schedule (Annexure-II).

Note: Purchase Order shall be valid for 02 years from the date of placement of purchase order.

Note: In case, BHEL's delivery requirement is not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in line with BHEL's delivery requirement. However, if vendor fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such vendor(s).

6. Prices:

The quoted prices shall be on **Firm basis**. Price to be quoted as inclusive of GST, i.e., Ex-works including Packing & Forwarding Charges + F&I + GST.

Note: Unloading & safe storage at site and transfer of material from storage to erection site shall be under BHEL scope. Bidder to quote prices accordingly.

7. Reverse Auction:

Bid to RA is applicable.

8. Liquidated Damage for delayed Delivery:

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

9. Technical Specification:

Technical Specification Nos. TB-420A-316-006, Rev00 is applicable. No permissible Technical Deviation has been envisaged. Bidders to quote as per Technical Specifications.

10 Technical Pre-Qualification Requirement:

Technical pre-qualifying requirement shall be as per **Annexure-I**.

11 Manufacturing Quality Plan (MQP):

Inspection shall be carried out as per Customer's approved Quality Plan. For the same, Supplier to submit Quality Plan to BHEL for Customer approval.

12 Inspection & Inspection Charges:

To be inspected by Customer/ BHEL/ TPIA. **Complete inspection cost to be borne by the bidder. For further details, please refer Annexure-X.**

13 Destination/ Delivery Location:

Destination/ Delivery Location:

400/220/132kV GIS Substation at Ersama, Paradeep, District Jagatsingha, Odisha

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(Latitude & Longitude: North: 20°12'32" and East: 86°21'44")

14 Guarantee Clause:

The equipment/ material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design & engineering, material, workmanship & manufacture and in full conformity with the Purchase Order/ Contract, Technical Specifications & approved drawings/ data sheets, if any, **for 18 months from the date of last delivery or up to 03.12.2028 whichever is later.**

The defective equipment/ material/ component shall be replaced free of cost at site. Freight & Insurance during transit shall also be in the scope of the supplier/ contractor. Any expenditure for dismantling and re-erection of the replaced equipment/ material/ component shall be to supplier's/ contractor's account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days from the date of reporting the defect/ rejection, etc.

In the event of the supplier/ contractor failing to replace the defective equipment/ material/ component within the time period mentioned above, BHEL may proceed to undertake the replacement of such defective equipment/ material/ component at the risk and cost of the supplier/ contractor without prejudice to any other rights under the contract and recover the same from PBG/ other dues of this Purchase Order/ Contract or any other Purchase Order/ Contract executed by the supplier/ contractor.

15 Performance Bank Guarantee (PBG):

As per GeM terms and conditions. Performance BG of **05% of GeM contract value** shall submitted be as per BHEL format valid till Guarantee period with claim period of 3 months extra over and above.

Note: Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in Purchase Order value up to ± 20%. Beyond this variation of ± 20%, the Supplier shall arrange to enhance or may reduce the value of the Bank Guarantee accordingly for the total variation promptly.

16 Acceptance of Offer:

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

Bidder's offer will be acceptable subject to final acceptance of vendor by ultimate customer (OPTCL) as approved supplier. Bidder is required to submit the following documents for vendor approval along with Bid. Failing to submit below documents bidder is liable for rejection:

- (a) Company Profile
- (b) Performance Certificate
- (c) Supply Experience
- (d) ISO Certificate
- (e) Audited Balance Sheets (latest 3 Years)
- (f) Any other document if required

Please note that this is not exhaustive list of documents. Additional documents apart from above can be demanded for arranging customer approval.

17 Make in India:

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

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

“This tender is not a global tender and only Class-I suppliers as defined under the DPIIT Order No. P-45021/2/2017-PP (BE-II) Dtd. 04.06.2020 and subsequent orders are eligible to bid in this tender. **Bids received from Class II & Non-local supplier shall be rejected.**”

18 Compliance to GOI order for restrictions under Rule 144 (xi) of General Financial Rules (GFRS), 2017 (Annexure-XI) :

Refer clause at **Annexure-XI** and Certification at **Annexure-XII/ Annexure-XIII** (whichever is applicable) regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017. Bidder to comply the clause and submit the certification. Non-compliance/ Non-submission of certification will lead to rejection of Offer.

19 MoP Circular (Annexure-XIV):

Bidder to comply the MOP circular dated 02-07-2020 (**Annexure-XIV**) and its subsequent amendment, if any, in prescribed format (**Annexure-XV**). Non-compliance/ Non-submission will lead to rejection of Offer (**Not Applicable for cases where local content is 100%**).

20 Variation in Contract Value and Quantities:

BHEL shall have the right to variation in quantities of items within +/- **10%** of the total Purchase Order / Contract value at the time of placement of PO or award of Contract on overall basis for all amendments together within two years from the date of original Purchase Order. The purchaser shall have the right to increase or decrease quantity and scope up to the above extent of value and seller/contractor shall be bound to accept the same at the contracted prices without any escalation.

21 Unpriced Bid:

Vendor to furnish unpriced bid mentioning “Quoted” against each BOQ line item and % of GST quoted in tender as per **Annexure-III**.

23 Details of Bidder:

Bidder to submit their complete contact information details as per **Annexure-IV**.

25 Evaluation Criteria:

Evaluation shall be done on total cost to BHEL basis.

26 Deviations:

- a) Technical Deviation: No Technical Deviation is envisaged.
- b) Commercial Deviation: No Commercial Deviation is envisaged.

26 Risk Purchase: (Also refer Annexure-VIII):

In case the Supplier/ Contractor fails to supply or fails to comply with terms & conditions of the Purchase Order/ Contract or delivers equipment/ material not of the contracted quality or fails to adhere to the contract specifications or fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period, BHEL reserve the right to cancel the Purchase Order/ Contract either in whole or in part thereof without compensation to Supplier/ Contractor and if BHEL so desires, may procure such equipment/ material/ items not delivered or others of similar description where equipment/ material/ items exactly complying with particulars are not readily procurable in the opinion of BHEL which is final and in such manner as deemed appropriate, at the risk and cost of the Supplier/ Contractor and the Supplier/ Contractor shall be liable to BHEL for any excess cost to BHEL.

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However, the Supplier/ Contractor shall continue execution of the Purchase Order/ Contract to the extent not cancelled under the provisions of this clause.

Recovery amount on account of purchases made by BHEL at the risk and cost of Supplier/ Contractor shall be the difference of total value of new Purchase Order (PO) value and total value of old Purchase Order for applicable items, where the total value of new PO is more than total value of old PO for applicable items, plus additional 5% of the total ex-works value of new PO as overheads.

The Supplier/ Contractor shall on no account be entitled to any gain on such risk & cost purchase. In case the purchase order (PO) value of the new PO is less than the PO value of the old PO, 5% of the total ex-works value of the new PO shall be recovered as overheads and the difference between the PO value of the old PO and the new PO shall not be considered for calculation of the recovery amount.

29 RXIL (TReDS) Platform:

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

30 Latent Defect Warranty:

The period of latent defect warranty shall be 10 years reckoned from the completion of Guarantee period.

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

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

Note: In case of non-receipt of above documents, the bidder is liable for rejection.

32 All other terms & conditions shall be as per GTC of GeM.

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Signature of the authorized representative of

Place :

Date :

Bidder's Name :

Designation :

Company Seal :

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ANNEXURE-I

Project: 400/220 kV GIS Substation at Ersama, Paradeep, Odisha
Customer: Odisha Power Transmission Corporation Limited (OPTCL)
Name of Item: 72.5 kV Circuit Breaker
Ref. No. OPTCL/Circuit Breaker/PQR REV 00

TECHNICAL QUALIFICATION REQUIREMENT
The manufacturer(s) whose 72.5 kV Circuit Breakers are offered, must have, manufactured, type tested (as per IEC/IS or equivalent standard) and supplied 66 kV or higher voltage class Circuit Breaker(s), which are in satisfactory operation for at least two (2) years as on the date of techno commercial bid opening i.e. 11th February 2022.

Requisite documents for ROUTE

SUPPORTING DOCUMENTS TO BE SUBMITTED BY BIDDER ALONG WITH TECHNICAL BID		
Sr	Required Criteria	Supporting Documents
1	Manufacturing	Approved Drawings/ GTP /Approved Quality Plan/ Factory Inspection Test Report etc. establishing bidder as manufacturer of offered item in line with TQR.
2	Supply	PO/ Dispatch clearance/ LR/ Material Receipt certificate at site/ installation or commissioning certificate etc. establishing bidder as proven supplier of offered item in line with TQR
3	Type Test	TTR approval from customer / Type Test Report etc. establishing successful type tested design in line with TQR
4	satisfactory operation	Successful operation means certificate issued by employer/end-customer or main contractor (along with chain of document from employer/end-customer) stating successful operation without any adverse remark.


अनिल कुमार
20/7/23
PREPARED BY


R. S. Patil
20/07/23
REVIEWED BY


Anil Kumar
20.7.23.
APPROVED BY

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ANNEXURE-II

ACTIVITY SCHEDULE

SN	ACTIVITY	ACTIVITY TIME [in weeks]	REMARKS
	PO / Input receipt from BHEL	1	BHEL SCOPE
1.	Submission of Documents necessary for getting manufacturing clearance like Drawings, Data sheet MQP etc.	2	SUPPLIER SCOPE
2.	Manufacturing Clearance along with approved CAT-1 Drawings	3	BHEL SCOPE
3.	Manufacturing time and raising of Inspection Call	10	SUPPLIER SCOPE
4.	BHEL/Customer Inspection & Dispatch Clearance	3	BHEL SCOPE
5.	Dispatch	2	SUPPLIER SCOPE
Activity Time for supply:		21 Weeks	

1. Inspection call to be raised by vendor 1 week in advance.
2. Supplier must ensure the completeness and correctness of the requisite documents before submission for approval. Delay in approval on account of incomplete / inadequate information shall be the responsibility of supplier.
3. Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained.
4. Vendor to ensure resubmission of drawings / documents within 1 Week from the date of comment given by BHEL
5. Qty to be offered for inspection should be in accordance within Delivery-schedule – lot. BHEL reserves the right not to entertain multiple inspection calls for a Delivery – lot and delay on this account shall be the responsibility of Supplier.

Signature of the authorized representative of

Place :

Date :

Bidder's Name :

Designation :

Company Seal :

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ANNEXURE-III

UNPRICED BID

Sl. No.	Item Description	Unit	Quantity	Total Ex-works	GST on Total Ex-works	Total F&I	GST on Total F&I	Total cost to BHEL
1.	SUPPLY- CIRCUIT BREAKER : 72.5KV, 1250A, 3-PHASE CIRCUIT BREAKER ALONG WITH SUPPORT STRUCTURE, INTERPOLE CABLES, OPERATING MECHANISM, MARSHALLING BOX, CONTROL BOXES AND ALL ACCESSORIES COMPLETE IN ALL RESPECT.	SET	2	Quoted	Quoted Mention GST % Quoted	Quoted	Quoted Mention GST % Quoted	Quoted
2.	SUPPLY- CIRCUIT BREAKER : 72.5KV, STRUCTURE MATERIALS ALONG WITH FOUNDATION BOLTS FOR CIRCUIT BREAKER, PLATFORM AND LADDER AS APPLICABLE	LOT	2	Quoted	Quoted Mention GST % Quoted	Quoted	Quoted Mention GST % Quoted	Quoted
3.	SERVICES- CIRCUIT BREAKER: 72.5KV, SUPERVISION OF ERECTION, TESTING AND COMMISSIONING OF CIRCUIT BREAKER	SET	2	Quoted	Quoted Mention GST % Quoted	NA	NA	Quoted

Signature of the authorized representative of

Place :
Date :

Bidder's Name :
Designation :
Company Seal :

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ANNEXURE-IV

CONTACT DETAILS OF BIDDER

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

Signature of the authorized representative of

Place :

Date :

Bidder's Name :

Designation :

Company Seal :

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ANNEXURE-V

Item/ Package Name	72.5kV Circuit Breaker
GeM Bid No.	
Project	OPTCL ERSAMA, ODISHA (400/220 kV GIS-New)
Percentage of Local Content%

Format of Self-certification regarding Local Content in line with PPP-MII order, 2017 and its revision Dtd. 04.06.2020.

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
(Enter the name of the Equipment/ Item for Project).

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 **(Enter the name of the Equipment/Item for Project)** contains% **(mention the Local content in %age)** Local Content.

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

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

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

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

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

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

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

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ANNEXURE-VI

SCHEDULE OF COMMERCIAL DEVIATION

The following are the deviations/ variations exception from the General Terms and Conditions:

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

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

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

Note:

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

This Format is to be submitted in original duly signed by bidder. Reproduction of the same in any sort is not acceptable.

Signature of the authorized representative of

Place :
Date :

Bidder's Name :
Designation :
Company Seal :

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ANNEXURE-VII

SCHEDULE OF TECHNICAL DEVIATION

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

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

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

Note:

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

This Format is to be submitted in original duly signed by bidder. Reproduction of the same in any sort is not acceptable.

Signature of the authorized representative of

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ANNEXURE-VIII

RISK PURCHASE

- 1.1** In case the Supplier/ Contractor fails to supply or fails to comply with terms & conditions of the Purchase Order/ Contract or delivers equipment/ material not of the contracted quality or fails to adhere to the contract specifications or fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period, BHEL reserve the right to cancel the Purchase Order/ Contract either in whole or in part thereof without compensation to Supplier/ Contractor and if BHEL so desires, may procure such equipment/ material/ items not delivered or others of similar description where equipment/ material/ items exactly complying with particulars are not readily procurable in the opinion of BHEL which is final and in such manner as deemed appropriate, at the risk and cost of the Supplier/ Contractor and the Supplier/ Contractor shall be liable to BHEL for any excess cost to BHEL. However, the Supplier/ Contractor shall continue execution of the Purchase Order/ Contract to the extent not cancelled under the provisions of this clause.
- 1.2** Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:
- Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period considering its performance of execution.
 - Withdrawal from or abandonment of the work by contractor/ supplier before completion as per contract.
 - Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
 - Termination of Contract on account of any other reason(s) attributable to Contractor/ Supplier.
 - Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
 - Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

1.3 Risk and Cost amount against Balance Work:

In case Risk & Cost is invoked, the amount of Risk & Cost against balance work shall be calculated as under:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

where,

A = Value of Balance scope of Work/ Supply (*) as per rates of new contract

B = Value of Balance scope of Works/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5 (five)

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

***(Balance scope of work/ supply)**

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

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Contract quantities are the quantities as per original contract. If Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

Note: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/ supply' for calculating Risk & Cost amount.

1.4 LD against delay in executed Work/ Supply in case of Termination of Contract:

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

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

- a) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier = T1
- b) Let the value of executed work/ supply till the time of termination of contract = X
- c) Let the Total Executable Value of work/ supply for which inputs/ fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y
- d) Delay in executed work/ supply attributable to contractor/ supplier i.e. T2 = $[1-(X/Y)] \times T1$
- e) LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier.

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

1.5 Recovery from Supplier:

Recoveries from contractor/ supplier on whom risk & cost has been invoked shall be as per Clause No. 26 of Bid Specific ATC.

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ANNEXURE-IX

CHECKLIST FOR SUPPLY BILLS

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

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			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				
			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				

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7	Insurance Certificate	1 Original + 2 Copy	1. Invoice No. and Date, Vendor's Name, Place from Consignor to Consignee are mentioned				
			2. It has not been issued later than the LR Date				
			3. Insured value is not less than the Invoice value				
			4. Signed and stamped by Insurance Company				
			5. In case of Open Insurance Policy, declaration has been submitted to Insurance Company as per declaration clause of Open policy and copy of open policy is also enclosed				
			6. In case of any discrepancy, consent of Commercial is required for processing the bill and amount will be deducted for invalid Insurance certificate				
8	PVC (if applicable) Invoice is submitted along with the Dispatch Invoice	1 Original + 2 Copy	PVC (If applicable) Invoice is submitted along with the Dispatch Invoice				
			1. PVC Invoice is attached along with Supply Invoice				
			2. Calculation sheet and applicable PVC indices are also enclosed				
			3. If delay in delivery, then PVC indices are as per PO conditions				
9	Material Receipt Certificate		1. LR No. and Date, Invoice No. and Date, Vehicle No. and Date, Site Name an address are mentioned				
			2. Date of receipt of material				
			3. Item description and quantity are same as per Invoice/ Packing List				
			4. It is signed and stamped by Site Executive				
			5. In case of any shortages/ damages/ adverse remark, clarification is needed				
10	Other Documents		To be seen as per specific requirement of PO				
To be filled by BHEL-MM only							
11	Date of Submission of Last Billing Document		Date to be mentioned		Not to be filled by Vendor		
12	LD Calculation, if applicable, as per PO		Calculation Sheet of LD due to delay in delivery is attached				
13	Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes	1 Copy	Damages, if any mentioned in the Receipted LR have been accounted for. Withheld amount, if any_____				

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14	Packing List - showing number of packages and gross weight & net weight (if applicable)	1 Original	If Packing List does not match with Purchase order (with reference to Sl. No. 4 above), Engineering/ MM acceptance as to the completeness is enclosed				
15	PO copy	1 Copy	PO copy with original seal and signature is attached along with amendment, if any				
16	DAN	1 Copy	Relevant DANs are attached duly signed by MM representative				
*Note:	Every field to be ticked. If some document is not applicable, same should be mentioned. All Pages to be numbered upward from the bottom page						
	Invoice Control No.				Vendor Signature	MM Signature	Finance Signature
					Date:	Date:	Date:

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ANNEXURE-X

38.0 INSPECTION COST: (REF CL NO. 18 OF ITB--Section-II of Vol-I):

38.1 Expenses in respect of OPTCL's representative for witnessing the inspection & testing of the offered equipment/materials at the inspection and testing site.

- The testing and inspection of the equipment/ materials at manufacturer works are in the scope of work of the Contractor/Supplier. Travel Expenses of OPTCL Representative & Third Party Inspecting Agency (TPIA) shall be borne by the Contractor. However the Inspection Fees payable to TPIA will be borne by OPTCL.
- OPTCL inspecting officer and Third Party Inspecting Agency (TPIA), on receipt of offer for inspection from the contractor/supplier, shall proceed to the manufacturer works to witness the Type/Acceptance/Routine test.

38.2 The travel expenses under the following heads, in respect of OPTCL's representative and TPIA for witnessing the inspection & testing of the offered equipment/materials at the inspection and testing site, shall be borne by the contractor.

a) Hotel Accommodation:

- I. Single room accommodation in 4 star hotel for OPTCL/TPIA inspecting officer, not below the rank of Assistant General Manager (Grade E-6),
- II. Single room accommodation in 3 star hotel for OPTCL/TPIA inspecting officer of the rank below Assistant General Manager (Grade E-6).

N.B.: It is the responsibility of the contractor to arrange the hotel accommodation matching with their inspection and testing schedule. In case of extended duration of inspection or non-availability of the return ticket, Contractor shall arrange for the extended stay of the inspecting officer in the Hotel accordingly. In case, there is no hotel with prescribed standard in and around the place of inspection, the contractor shall suggest alternative

suitable arrangement at the time of offer for inspection, which is subjected to acceptability of OPTCL inspecting officer.

b) Journey of the Inspecting Officer:

- (i) To and fro travel expenditure from the Head Quarters of the inspecting officer to the place of inspection/testing shall be borne by the contractor as per the following.
 - Journey from the Head Quarters to the nearest Airport by train (1st/Ind A/C) or Taxi (A/C).
 - Journey from destination Airport to the place of inspection/testing by train (1st/Ind A/C) or Taxi (A/C).
 - For train journey, inspecting officer, not below the rank of Assistant General Manager shall be provided with 1st class AC ticket and inspecting officer below the rank of Assistant General Manager shall be provided with 2nd class AC ticket.
- (ii) Booking/cancellation of Air-ticket / Train-ticket is the responsibility of the contractor.
- (iii) Moreover, if during the journey there is an unavoidable necessity for intermediate travel by road/ waterway/sea-route, the contractor/supplier shall provide suitable conveyance to the inspecting officer for travel this stretch of journey or bear the cost towards this. Any such possibilities shall be duly *intimated to OPTCL at the time of their offer for inspection.*

c) Local Conveyance:

Local journey for the inspecting officer between Hotel and the place of the inspection/testing site, Air-conditioned four wheeler vehicles in good condition shall be provided by the contractor.

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ANNEXURE-XI

CLAUSE REGARDING RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017 AS PER GOVERNMENT OF INDIA ORDER OM NO.6/18/2019-PPD DTD. 23.07.2020

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not failing in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 - a) An entity Incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity Incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entitles 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 shareholder's agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of Individuals;
 4. Where no natural person is Identified under (1) or (2) or (3) above the beneficial owner is the relevant natural person who holds the position of senior managing official;

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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.
- 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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ANNEXURE-XII

VENDOR COMPLIANCE FORMAT IN BIDDER LETTER HEAD

**COMPLIANCE TO GOVERNMENT OF INDIA ORDER OM NO.6/18/2019-PPD DATED 23.07.2020
REGARDING RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017**

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

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

Signature of the authorized representative of

Place :

Date :

Bidder's Name :

Designation :

Company Seal :

PROJECT	OPTCL ERSAMA, ODISHA (400/220 kV GIS-New)
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ANNEXURE-XIII

VENDOR COMPLIANCE FORMAT IN BIDDER LETTER HEAD

COMPLIANCE TO GOVERNMENT OF INDIA ORDER OM NO.6/18/2019-PPD DATED 23.07.2020 REGARDING RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017

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

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

Signature of the authorized representative of

Place :

Date :

Bidder's Name :

Designation :

Company Seal :

PROJECT	OPTCL ERSAMA, ODISHA (400/220 kV GIS-New)
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ANNEXURE-XIV

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

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

PROJECT	OPTCL ERSAMA, ODISHA (400/220 kV GIS-New)
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ANNEXURE-XV

VENDOR COMPLIANCE FORMAT IN BIDDER LETTER HEAD

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

GEM BID NO.	
PROJECT	OPTCL ERSAMA, ODISHA (400/220 kV GIS-New)
ITEM	72.5kV Circuit Breaker

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: Non-compliance of MoP Order and its subsequent amendment(s), (if any), by vendor shall lead to rejection of their offer or cancellation of contract, which is awarded by BHEL.

Signature of the authorized representative of

Place :

Date :

Bidder's Name :

Designation :

Company Seal :