

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	10-06-2023 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	10-06-2023 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	10340020-tbg, Noida
Total Quantity/कुल मात्रा	60
Item Category/मद केटगरी	Supply - Earthing Material - MS Rod 40mm Diameter
BOQ Title/बीओक्यू शीर्षक	Supply Earthing Material MS Rod 40mm Diameter
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC), Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No

Bid Details/बिड विवरण	
Payment Timelines	Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

Reserved for Make In India products

Reserved for Make In India products	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for %(selected by Buyer) percentage of total QUANTITY.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Supply - Earthing Material - MS Rod 40mm Diameter

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Md. Shahbaz Alam	370510,KPS2 Transmission Limited, 765/400 kV GIS (Under Construction), Khavda Pooling Station-2, RE Park, at Great Rann of Kutch, Khavda-Vighakote Highway Near Khavda, District-Kutch, Gujarat-370510	60	63

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

PROJECT	PGCIL Khavda, Gujarat
ITEM	Earthing Material - MS Rods
SUBJECT	Bid Specific ATC

1. BHEL Contact (Technical):

For any **technical clarification**, please contact **Mr. Jai Kumar, Sr. Manager (TBEM)**. Contact No. 0120-674-8534; e-mail: jaik@bhel.in

2. BHEL Contact (Commercial):

For any **commercial clarification**, please contact **Mr. Santosh Kumar Vishwakarma, Manager (TBMM)**. Contact No. 0120-674-8535; e-mail: skvishwa@bhel.in

3. Terms of Payment:

100% of payment within 90 days (for Micro & Small scale vendor - 45 days and for Medium scale vendor - 60 days) from the date of receipt of complete invoice along with documents in 3 Sets (Original + 2 Copies). Accordingly, the Supplier has to provide the following documents for processing of bills:

- a) GST Compliant Tax Invoice
- b) LR (Lorry Receipt)
- c) Guarantee Certificate
- d) Copy of Transit Insurance Certificate from underwriters
- e) MRC (Material Receipt Certificate)/ CRAC (Consignee Receipt-cum-Acceptance Certificate)
- f) MICC (Material Inspection Clearance Certificate)

Note:

- a) It should be ensured that Tax Invoice complies with statutory requirements under GST law to enable BHEL to avail Input Tax Credit.
- b) 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).
- c) Copy of GST Registration Certificate(s) shall be also be attached with Tax Invoice.

4. RXIL (TReDS) Platform:

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

5. Terms of Delivery:

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

6. Delivery Requirement:

9 Weeks (63 days) from the date of PO as per Activity Schedule placed at **Annexure-III**.

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).

7. Prices:

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

Note: Transportation up to site and transit insurance is in the scope of Bidder and unloading of materials at BHEL site is not in Bidder's scope. Bidder to quote prices accordingly.

8. Reverse Auction:

Bid to RA is applicable.

9. Liquidated Damage for Delayed Delivery beyond Delivery Period:

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.

10. Technical Pre-Qualification Requirement:

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

11. Technical Specifications for Earthing Material - MS Rods:

No permissible Technical Deviation has been envisaged. Bidder to quote as per Technical Specification, i.e. TB-235-509-039, Rev-02 enclosed at **Annexure-II**.

12. Manufacturing Quality Plan (MQP):

- a) POWERGRID approved and valid MQP is required for re-rollers (for MS Rod) of POWERGRID.
- b) MTC is required from POWERGRID approved prime producers/ manufacturers.

13. Inspection:

MS Rods supplied by re-rollers shall be inspected by POWERGRID/ BHEL/ other agencies authorized by BHEL.

14. Destination/ Delivery Location:

KPS2 Transmission Limited, 765/400kV GIS (Under Construction), Khavda Pooling Station-2, RE Park at Great Rann of Kutch, Khavda-Vighakote Highway Near Khavda, District: Kutch, Gujarat, PIN 370 510.

15. Bill to Address:

Bharat Heavy Electricals Limited, Transmission Business Group, Plot No. 25, Sector 16A, Noida, Gautam Buddha Nagar, Uttar Pradesh, PIN 201 301, GSTN: 09AA ACB4146P2ZC

16. 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 (Eighteen) calendar months from the date of last delivery.**

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

17. Performance Bank Guarantee (PBG):

Not applicable for this item.

18. Acceptance of Offer:

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

Bidder should be either POWERGRID approved prime producer/ manufacturer **or** should procure MS Rods from POWERGRID approved sources/ its authorized dealers for 40mm diameter MS Rods. For POWERGRID approved sources please refer POWERGRID compendium. The latest compendium of vendors (as on date) may be referred at **Annexure-IV.**

Bidder's offer will be acceptable subject to final acceptance of vendor by ultimate customer (M/s POWERGRID) as approved supplier.

19. Make in India:

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

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

“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.**”

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

Refer clause at **Annexure-XV** and Certification at **Annexure-XVI/ Annexure-XVII** (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.

21. MoP Circular (Annexure-XVIII):

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

22. Variation in Contract Value and Quantities:

BHEL shall have the right to variation in contract value on account of quantity variation of items within **±10%** of the total GeM Contract value.

23. Unpriced Bid:

Vendor to furnish "Quoted"/ "Not Quoted" in unpriced bid given in **Annexure-V**.

24. Details of Bidder:

Bidder to submit their complete contact information details in **Annexure-VI**.

25. Bid Evaluation Criteria:

Evaluation shall be done on Total Cost to BHEL basis. Order shall be placed on G eM portal and a separate order for the project shall be issued by BHEL through their own portal.

26. Deviations:

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

27. Risk Purchase: (Also refer Annexure-X):

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

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

28. Adjustment of Recovery:

Any amount payable by the Supplier/ Contractor under any of the condition of this contract shall be liable to be adjusted against any amount payable to the Supplier/ Contractor under any other Purchase Order/ Contract awarded to him by any BHEL unit. This is without prejudice to any other action, as may be deemed fit, by BHEL.

29. Business ethics/ suspension of business dealings with Suppliers/ Contractors:

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution, indulges in malpractices cheating, bribery, fraud or other misconduct or formation of cartel so as to influence the bidding process or influences the price or fails to perform or is in default without any reasonable cause, etc. or performs any act considered objectionable as per extant guidelines, action may be taken against such bidders/ supplier/ contractor as per extant Guidelines for Suspension of Business Dealings with Suppliers/ Contractors". Abridged version of same is available at BHEL website (www.bhel.com) on "Supplier Registration" page.

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

- a) Annexure-I : Technical Pre-Qualification Requirement
- b) Annexure-II : Technical Specifications
- c) Annexure-III : Activity Schedule
- d) Annexure-IV : POWERGRID Compendium of Vendors for MS Rods
- e) Annexure-V : Unpriced Bid
- f) Annexure-VI : Contact Details of Bidder
- g) Annexure-VI : Local Content Self-Certification
I
- h) Annexure-VI : Schedule of Commercial Deviation
II
- i) Annexure-IX : Schedule of Technical Deviation
- j) Annexure-X : Risk Purchase
- k) Annexure-XI : Checklist for Supply Bills
- l) Annexure-XI : Assessment Report from Supplier/ Contractor for Proposed Sub-vendors
I
- m) Annexure-XI : POWERGRID Manufacturing Quality Plan Format
II

- n) Annexure-XI : Supplier Assessment Report
V
- o) Annexure-X : Clause regarding restrictions under Rule 144 (xi) of the
V General Financial Rules (GFRs), 2017 as per Governme
nt of India Order OM NO.6/18/2019-PPD Dtd. 23.07.202
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- p) Annexure-X : Compliance to Government of India Order OM NO.6/18/
VI 2019-PPD Dtd. 23.07.2020 regarding restrictions under
rule 144 (xi) of the General Financial Rules (GFRs), 201
7
- q) Annexure-X : Compliance to Government of India Order OM NO.6/18/
VII 2019-PPD Dtd. 23.07.2020 regarding restrictions under
rule 144 (xi) of the General Financial Rules (GFRs), 201
7
- r) Annexure-X : MoP Circular
VIII
- s) Annexure-XI : Vendor Compliance Format
X

31. Important Notes:

- a) All other terms & conditions shall be read as per GTC of GeM.
- b) Bidder should upload signed and stamped copy of this Bid Specific ATC do
cument along with their Technical Bid as token of acceptance.
- c) This tender is in two bid system. Bidders are requested not to quote their
prices here.

Signature of the authorized representative of

Place :

Date :

Bidder's Name :
.....

Designation :
.....

Company Seal :
.....

ANNEXURE

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

Designation :

Company Seal :

ANNEXURE-I

ACTIVITY SCHEDULE

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-
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Sl. No.	Activity	Activity Time in Weeks	Scope
1.	Submission of drawing/ QAP/ other documents (as applicable) for approval	01	By Supplier
2.	Approval of documents and manufacturing clearance	01	By BHEL

3.	Manufacturing time including time of raising inspection call	04	By Supplier
4.	BHEL/ Customer inspection & dispatch clearance	01	By BHEL
5.	Dispatch	02	By Supplier
Total Activity in Weeks		09	

Signature of the authorized representative of

Place :

Bidder's Name :
.....

Date :

Designation :
.....

Company Seal :
.....

ANNEXURE-I

POWERGRID COMPENDIUM OF VENDORS FOR MS RODS

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ANNEXURE-

UNPRICED BID

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SI · N o.	Item Description	U n it	Qu an tit y	Unit Ex-w orks	Total Ex-w orks	GST on T otal Ex-w orks	Un it F& I	To tal F& I	GST o n Tota l F&I	Total c ost to B HEL
1.	Supply - Earthing Material: MS Rod 40mm Diameter	M T	60. 00	Quote d	Quote d	Quoted	Qu ot ed	Qu ote d	Quoted	Quoted

Signature of the authorized representative of

Place :

Bidder's Name :
.....

Date :

Designation :
.....

Company Seal :
.....

ANNEXURE-1

CONTACT DETAILS OF BIDDER

-
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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 :

ANNEXURE-V

Item/ Package Name	Earthing Material - MS Rods
GeM Bid No.	
Project	PGCIL Khavda, Gujarat
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% (Enter 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 Document .

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
- 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.)

ANNEXURE-VI

SCHEDULE OF COMMERCIAL DEVIATION

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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 :

Bidder's Name :

Date :

Designation :

Company Seal :

ANNEXURE-I

SCHEDULE OF TECHNICAL DEVIATION

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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

Place :

Bidder's Name :

Date :

Designation :

Company Seal :

ANNEXURE-

RISK PURCHASE

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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:

- a) 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.
- b) Withdrawal from or abandonment of the work by contractor/ supplier before completion as per contract.
- c) 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.
- d) Termination of Contract on account of any other reason(s) attributable to Contractor/ Supplier.
- e) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- f) 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.

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 = T_1
- 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. $T_2 = [1-(X/Y)] \times T_1$
- 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 “ T_2 ” 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. 28 of Bid Specific ATC.

CHECKLIST FOR SUPPLY BILLS

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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/ N A)	(Y/ N/ N A)	(Y/ N/ N A)
1	Original for Buyer Invoice - GST compliant invoice	1 Original + 2 Copy	1. Please ensure GST compliant invoice in original				
			2. Consignee address: BHEL C/o followed by site address				
			3. Item description and unit of quantity are matched with PO				
			4. Buyer address and GSTN No. as required (TBG Noida or Nodal agency)				
			5. PO No. and Date, LR No. and Date, Vehicle No. and Project Name are mentioned				
			6. Invoiced quantity are not more than the PO quantity and MICC quantity				
			7. Ex-works unit rate, Taxes and F&I rates are same as per PO				

			8. Signed and stamped by vendor				
2	Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ boxes	1 Original + 2 Copy	2. Consignee address: BHEL C/o followed by site address				
			2. In case of material purchased from sub vendor, Consignee address Vendor's name C/o BHEL C/o site address				
			3. Vendor's Invoice No. and Vehicle No. are mentioned				
			4. No. of boxes/ No. of packages are same as per Packing List				
			5. In case of and adverse remark on LR (Like shortages/ damages/ broken, etc.), clarification from site/ MM/ Commercial is needed				
			6. LR is readable				
			7. In case of photocopy, LR is verified by MM				
			8. LR Date is after the Date of MICC/ (MDCC if issued) or same Date				
3	Packing list - showing number of packages, and gross weight/ net weight (if applicable)	1 Original + 2 Copy	1. PO No. and Date, LR No. and Date, Invoice No. and Date, Site Name and Address, Consignor and Consignee Address are mentioned				
			2. Item description and quantity are matched with Invoice and PO				
			3. Signed and stamped by vendor				

			4. No. of packages/ Item descriptions are matched with MRC and LR				
4	MICC from BHEL	1 Original + 2 Copy	1. BHEL MICC has been issued prior to the Date of dispatch or on same Date				
			2. In case where MICC Date is after the Date of dispatch then MDCC Date is same or prior to the Date of dispatch				
			3. Project Name, PO, PO Date, Vendor's Name and Address is correct				
			4. Item description, Quantity and unit of quantity are same as per PO and Invoice				
			5. All hold point in MICC, if any, have been resolved before submission of bill				
			6. Signed and stamped by BHEL Executive				
			7. MICC and MDCC quantity are not less than Invoice quantity and cover all invoiced items				
5	Guarantee Certificate	1 Original + 2 Copy	1. Project Name, PO No., Invoice No., LR No. and Date are mentioned				
			2. Guarantee Certificate is strictly matched with PO T&C				
			3. Signed and stamped by vendor				

6	Bank Guarantee	1 Copy	1. Ensure submission of BG directly from Bank before supply of material so that BG confirmation may be arranged before processing the bill				
			2. Bill can be processed only after receipt of BG confirmation directly from bank				
			3. It should be in the name of BHEL, TBG Noida with registered office address Siri Fort, New Delhi				
			4. It should be in prescribed format				
			5. BG value and validity plus claim period should be minimum as specified in PO/ RC. Please check before supply. If BG extension is required please arrange the same				
			6. Vendor's name address should be same as per PO				
			7. PO No./ RC No. and Date should be correct				
7	Insurance Certificate	1 Original + 2 Copy	1. Invoice No. and Date, Vendor's Name, Place from Consignor to Consignee are mentioned				
			2. It has not been issued later than the LR Date				
			3. Insured value is not less than the Invoice value				
			4. Signed and stamped by Insurance Company				

			5. In case of Open Insurance Policy, declaration has been submitted to Insurance Company as per declaration clause of Open policy and copy of open policy is also enclosed				
			6. In case of any discrepancy, consent of Commercial is required for processing the bill and amount will be deducted for invalid Insurance certificate				
	8	PVC (if applicable) Invoice is submitted along with the Dispatch Invoice	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 and address are mentioned				
			2. Date of receipt of material				
			3. Item description and quantity are same as per Invoice/ Packing List				
			4. It is signed and stamped by Site Executive				
			5. In case of any shortages/ damages/ adverse remark, clarification is needed				

10	Other Documents		To be seen as per specific requirement of PO				
To be filled by BHEL-MM only							
11	Date of Submission of Last Billing Document		Date to be mentioned		Not to be filled by Vendor		
12	LD Calculation, if applicable, as per PO		Calculation Sheet of LD due to delay in delivery is attached				
13	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				
*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:

ANNEXURE-X

BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESS GROUP
SUPPLIER ASSESSMENT REPORT

Supplier's Name : M/s

Bought out Item :

Address :

Contact Person :

M/s have submitted documents/ credentials for vendor approval by POWERGRID for as follows:

Sl. No.	Documents Required by POWERGRID	Documents/ Credentials/ Confirmations submitted by Vendor (Attached/ Not Applicable)	Page No.
1.	Registration/ License of the works enclosed		
2.	Organization chart with name and qualification of key persons		
3.	List of Plant and Machinery		

4.	List of testing equipment		
5.	List of Raw material, bought out items with sourcing details		
6.	List of supply in last three years		
7.	Third party approval, if any (viz. ISO, BIS)		
8.	Pollution clearance wherever applicable		
9.	Energy conservation & Efficiency Report (Applicable to industries having contact load more than 100KVA)		
10.	Quality Assurance Plan		
11.	Type test approvals conducted, if applicable		
12.	Performance Certificates from customers		
13.	Photographs of factory, plant and machinery & testing facilities.		

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Signature of the authorized representative of

Plac e :
 Bidder's Name :
 :
 Date :
 Designation :
 Company Seal :
 :

ANNEXURE-X

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 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 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 persons, has a controlling ownership interest or who exercises control through other means.

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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;
 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/>).

ANNEXURE-XI

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.	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.	Agreed

Note: 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.

Signature of the authorized representative of

Place :

Date :

Bidder's Name :
.....

Designation :
.....

Company Seal :
.....

ANNEXURE-XV

COMPLIANCE TO GOVERNMENT OF INDIA ORDER OM NO.6/18/2019-PPD DATED 23.07.2020 REGARD

ING RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017

Sl. No.	Description	Bidder's confirmation
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 & 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>Evidence of valid registration by the Competent Authority is attached.</p>	Agreed

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

ANNEXURE-XVI

ANNEXURE-XI

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	PGCIL Khavda, Gujarat
Item	Earthing Material - MS Rods

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 or shall lead to rejection of their offer or cancellation of contract, which is awarded by BHEL.

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

Designation :

Company Seal :

3. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.

5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which share land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इस अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---