

 <b>BHARAT HEAVY ELECTRICALS LTD.</b> (A GOVT. OF INDIA UNDERTAKING) P.O BHEL Jhansi - 284129, INDIA Tel.: 0510-277001/2412260 Fax: 2412120 Email : mmx@bheljhs.co.in JSC140/M2053	<b>PURCHASE ENQUIRY</b>		
	ENQ NO/DT: E1810002 03/05/21	REV NO/DT: 0 03/05/21	PAGE 1 6

	PLEASE SEND YOUR BEST QUOTATION AS PER TERMS & CONDITIONS AND REMARK MENTIONED UNDERNEATH.		
	Eng Due on:	01-06-21 TUESDAY	
	Close at:	13:15 Open at:14:00	
	Matcat:	181004 RIP BUSHING	
	Validity:	120 days from Technical bid opening date	
	IEM:		
	TOP:	See Special Remarks	
	RA:	BHEL reserves the right to conduct RA	
REQUIRED: TEST CERT/ GUARANTEE CERT/ SEE REMARKS	Est. Value:	Package	
	Bid Type:	TWO BID	Delivery: FOR Jhansi
	Tot Item:	2	E-Proc: No

ITEM NO : 1	PSL QTY/UM: 12.00 NO
MATL CODE : TR172584A629	PO QTY /UM: 12.00 NO
DESTINATION: JS	

DESCRIPTION	DELIVERY	QUANTITY(PSL UM)
245 KV,1600 AMP.300 MM CT SPACE ( OIL TO SF6 ) RIP BUSHING AS PER ATTACHED ANNEXURE.	JUN-21	12.00

ITEM NO : 2	PSL QTY/UM: 1.00 NO
MATL CODE : TR172584A630	PO QTY /UM: 1.00 NO
DESTINATION: JS	

DESCRIPTION	DELIVERY	QUANTITY(PSL UM)
245 KV,1600 AMP.300 MM CT SPACE ( OIL TO SF6 ) RIP BUSHING AS PER ATTACHED ANNEXURE.	JUN-21	1.00

#### SPECIAL REMARKS:

1. THE BIDDER IS INFORMED THAT THE GENERAL TERMS & CONDITIONS OF ENQUIRY WHICH ARE UPLOADED AT [https://www.bheljhs.co.in/index\\_en.php](https://www.bheljhs.co.in/index_en.php). ARE TO BE READ BY THE BIDDER BEFORE SUBMITTING QUOTE IN THE ENQUIRY. BHEL SHALL CONSTRUCT THE PARTICIPATION BY THE BIDDER IN THE ENQUIRY AS ACCEPTANCE TO THE GENERAL TERMS & CONDITIONS OF ENQUIRY.
2. ENQUIRY IS BEING FLOATED IN "TWO BID" SYSTEMS. PLEASE SUBMIT YOUR OFFER IN TWO SEPARATE ENVELOPES (A & B) AS PER DETAILS GIVEN BELOW:-  
 ENVELOPE "A" SHOULD CONTAIN YOUR TECHNO - COMMERCIAL BID OFFER ALONGWITH BLANK PRICE BID I.E. PRICE BID WITH RATES BLANK, DULY FILLED PQR, PQR SUPPORTING DOCUMENTS AND SIGNED COPIES OF SCHEDULE-I TO VII.  
 ALL THE DOCUMENTS SHOULD BE CLEAR AND AUTHORIZED. PLEASE INDICATE CLEARLY ON THE COVER OF ENVELOPE "TECHNO - COMMERCIAL OFFER" AND ENQUIRY NO. WITH ENQUIRY DUE DATE. PLEASE ENSURE BLANK PRICE BID IS WITHOUT RATES. OTHERWISE OFFER WILL BE BY-PASSED.  
 - ENVELOPE "B" SHOULD CONTAIN ONE PRICE BID KEPT IN SEALED ENVELOPE AND INDICATE CLEARLY ON THE COVER OF ENVELOPE "PRICE BID" AND ENQUIRY NO AND DUE DATE.  
 - ENVELOPE A + B SHOULD BE KEPT IN SEPARATE SEALED ENVELOPE ON WHICH ENQUIRY NO. AND DUE DATE IS TO BE MENTIONED ON COVER.
3. PLEASE SEND THE TECHNICAL BID (PART A) & PRICE BID (PART-B) AS PER ENCLOSED ANNEXURES ONLY.
4. PLEASE QUOTE WITH FIRM RATES OTHERWISE OFFER WILL BE BY-PASSED.
5. GUARANTEE AND TEST CERTIFICATE IS REQUIRED IN TRIPLICATE ALONGWITH





JSC140/M2053

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EACH SUPPLY.

6. TYPE TEST REPORT TO BE SUBMITTED ALONG WITH THE OFFER WHICH IS NOT OLDER THAN FIVE YEARS.
7. DRAWING WITH DETAILS SHALL BE SUBMITTED ALONGWITH OFFER. PLEASE SUBMIT DRAWINGS ALONGWITH TECHNO - COMMERCIAL OFFER.
8. ALL THE TERMS AND CONDITIONS OF THE CONTRACT WITH RESPECT TO TAXES AND DUTIES ARE SUBJECT TO THE NEW TAXATION LAWS (E.G. GST). THE TERMS AND CONDITIONS WILL BE MODIFIED IN ACCORDANCE WITH THE PROVISIONS OF NEW LAWS E.G. GST.
9. SUCCESSFUL VENDOR TO START MANUFACTURING ONLY AFTER DRAWING APPROVAL FROM BHEL.
10. LOADING SHALL BE APPLICABLE FOR NON ACCEPTANCE OF NIT TERMS AND CONDITIONS.
11. INSPECTION BY BHEL AT BHEL JHANSI.
12. PREFERENCE TO MAKE IN INDIA CLAUSE" AS MENTIONED IN SERIAL NUMBER 23 OF GTC JHS2055 REV03.
13. EVALUATION OF ENQUIRY SHALL BE ON OVERALL L1 BASIS (I.E. ALL 12+1 NOS FROM SAME SUPPLIER).
14. SINCE BOTH THE ENQUIRY ITEMS ARE SIMILAR. HENCE SUPPLIER SHALL PROVIDE ONE PRICE AS PER ATTACHED PRICE BID FORMAT.
15. NO TENDER FEES SHALL BE APPLICABLE.
16. THE TENDERS DULY FILLED IN AND COMPLETE IN ALL RESPECTS TO BE DROPPED IN THE TENDER BOX LOCATED AT CISF GATE OF OUR ADMINISTRATIVE BUILDING TILL 13.15 HRS ON THE TENDER OPENING DATE AS NOTED IN THE COVERING LETTER.
17. TENDER/QUOTATION MAY BE SENT THROUGH EMAIL ON BHEL DESIGNATED EMAIL ID ONLY. THE DESIGNATED EMAIL ID IS tenderbox.jhs@bhel.in.
18. OFFERS FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA WILL BE ELIGIBLE TO BID IN THIS TENDER ONLY IF THEY ARE IN COMPLIANCE WITH CIRCULAR NO-9 (AA:SSP:PPP-MII, Dated-06.08.2020) ISSUED BY SS&P, CORPORATE OPERATIONS MANAGEMENT BHEL CORPORATE, NEW DELHI.
19. BHEL SHALL BE RESORTING TO REVERSE AUCTION (RA) (GUIDELINES AS AVAILABLE ON WWW.BHEL.COM) FOR THIS TENDER. RA SHALL BE CONDUCTED AMONG THE TECHNO-COMMERCIALLY QUALIFIED BIDDERS PRICE BIDS OF ALL TECHNO-COMMERCIALLY QUALIFIED BIDDERS SHALL BE OPENED AND SAME SHALL BE CONSIDERED FOR RA. IN CASE ANY BIDDER(S) DO(ES) NOT PARTICIPATE IN ONLINE REVERSE AUCTION, THEIR SEALED ENVELOPE PRICE BID ALONG WITH APPLICABLE LOADING, IF ANY, SHALL BE CONSIDERED FOR RANKING.
20. TENDER EVALUATION WILL BE IN INR.
21. DELIVERY QUOTED IN ENQUIRY IS TENTATIVE ONLY. SUPPLIERS TO QUOTE THEIR OWN DELIVERY TIME.

THE QUOTATION MUST BE SEALED AND BE SENT IN DOUBLE ENVELOPE.

THE INNER ENVELOPE SHOULD BEAR ENQUIRY NUMBER &amp; DUE DATE AT THE TOP.

In case the bidder has not submitted PAN No, TIN No. and E-mail ID, the bidder has to submit the same along with the copy of PAN No and TIN No. Else his offer will be liable to be rejected.

If you are not in a position to quote due to any reason, you must send regret letter titled enquiry no. etc, failing which you may not be considered for sending future enquiries.

\*\*\*\*\*

ENCLOSERS:





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FOR AND ON BEHALF OF  
BHARAT HEAVY ELECTRICALS LTD

*RHL*  
*03/05/21*  
RAHUL KUMAR  
SR ENGINEER (TRFR MM)  
Email:-rahulkumar.r@bhel.in

\*\*\*\*\* END OF PURCHASE ENQUIRY\*\*\*\*\*

### NOTE :

\* THE BIDDER IS INFORMED THAT THE GENERAL TERMS & CONDITIONS OF ENQUIRY (JHS 2055A Rev 03) WHICH ARE UPLOADED AT <https://www.bheljhs.co.in/apps/sip/index.php> AT (TERMS & CONDITION -> FOR ENQUIRY ) LINK, ARE TO BE READ BY THE BIDDER BEFORE SUBMITTING QUOTE IN THE ENQUIRY. BHEL SHALL CONSTRUCT THE PARTICIPATION BY THE BIDDER IN ENQUIRY AS ACCEPTANCE TO THE GENERAL TERMS AND CONDITIONS OF ENQUIRY.

\* SUPPLIERS ARE REQUESTED TO INFORM US WITH VALID CERTIFICATE, IF THEY ARE REGISTERED UNDER MSMED ACT'2006. (APPLICABLE FOR INDIAN SUPPLIERS ONLY).

\* FOR SUPPLIERS SUPPLYING FROM OUTSIDE THE LOCAL AREA OF BHEL JHANSI, ENTRY TAX WILL BE APPLICABLE. SUPPLIERS SHOULD NECESSARILY INDICATE RATE OF ENTRY TAX SEPARATELY WHEREVER APPLICABLE. THEY SHOULD ALSO MENTION THE ENTRY TAX CHARGED SEPARATELY IN THE INVOICE.

\* FOR SUPPLIERS SUPPLYING FROM OUTSIDE UP, IN CASE THE OFFER IS SILENT ON ENTRY TAX, IT SHALL BE LOADED SUITABLY WITH THE APPLICABLE RATES

\* IN CASE IF THERE IS ANY DIFFERENCE BETWEEN THE 'SPECIAL REMARKS/ANNEXURES' OF THE ENQUIRY AND THE PREPRINTED TERMS & CONDITIONS (REF JSC140/M2053), THE REQUIREMENT GIVEN IN REMARKS WILL PREVAIL.

\* Reference Sl. No. 2(B) of General Terms and Conditions regarding option for offer submission through Email addressed to [tenderbox.jhs@bhel.in](mailto:tenderbox.jhs@bhel.in), please note that the maximum mail size including attachments should not exceed 20 MB, otherwise the offer shall not be delivered due to size limitation and bidder sending mail attachments more than 20 MB will have no claim whatsoever on the subject tender. Also due to any technical snag, if offer has not reached [tenderbox.jhs@bhel.in](mailto:tenderbox.jhs@bhel.in), it will be bidder's sole responsibility to ensure offer submission through alternate routes before the due date and time. BHEL will not entertain any such claim for non-receipt of offer on time.



**PURCHASE ENQUIRY E1810002**

**TENDER DOCUMENT FOR PROCUREMENT OF RIP BUSHING**

SL.	Description	Schedule	Page. No
1	Terms & Conditions of the Enquiry	Schedule-I	2-9
2	Pre-Qualifying Requirement (PQR)	Schedule-II	10-11
3	Techno Commercial Bid (Part - A)	Schedule-III	12-15
4	Price Bids (Part-B)(Enquiry Item-1,2,3&4)	Schedule-IV	16
5	Annexure	Schedule-V	17-18
6	Business Rules for reverse Auction.	Schedule-VI	19-27
7	Bidders Sharing Land Boundary with India	Schedule-VII	28-41

## (SCHEDULE- I)

### **Terms & Conditions for supply of RIP BUSHING Enquiry No. E1810002**

1. **General:** Sealed tenders are invited in Two-Part Bid system for purchase of RIP BUSHING as per Specifications and terms & conditions mentioned in the Schedules -"I to VII". The supplies against this enquiry shall be subject to our General Terms and conditions of enquiry and PO (JHS2055A Rev.03 at [https://jhs.bhel.com/apps/sip/enq/terms/enq\\_tems\\_current.pdf](https://jhs.bhel.com/apps/sip/enq/terms/enq_tems_current.pdf)). In addition, the terms and conditions given under this annexure shall specifically apply to this enquiry. If any difference between the General Terms and conditions of enquiry and PO and the conditions included in this annexure, the conditions included in this annexure shall prevail. Make in India and other Guidelines issued by Govt of India/Ministry will be applicable to this Enquiry .  
The offer of the bidders who are in the banned list as also the offer of the bidders who engage the services of the banned firms shall be rejected. List of banned firms is available on BHEL website: [www.bhel.com](http://www.bhel.com). Likewise, offers of those bidder(s) will not be considered who have been suspended (under hold / delisting) by BHEL, Jhansi during the given period.

Lot wise quantity and delivery schedule indicated in the enquiry sheet is tentative. Actual procurement will be carried out progressively as per requirement of BHEL.

2. **Procedure for Bid submission:** - Offer shall be submitted by the bidders in two parts: -  
  - Part-A Techno-Commercial bid
  - Part-B Price Bid

Both Part-A & Part-B of the offer shall be kept in two separate sealed envelopes duly super scribed as Part-A "Technical cum commercial bid" and Part-B "Price Bid". The enquiry number and due date shall also be super scribed on both the envelope.

Part -A of the bid shall complete details of the product offered, acceptance to the specifications, all techno commercial terms and conditions of the Schedules I to VII.

In case it becomes necessary to deviate in any of the above, deviations must be clearly brought out in bid Part-A of the offer. Copy of unpriced bid Part-B with status "Quoted (Q) & Unquoted (NQ)" must accompany bid Part-A. **Evaluation of tender will be on overall enquiry value basis. (i.e. all 12+1 bushings to be of one make).**

**Bid Opening:** - The "Techno-commercial" part of the bid i.e. Bid Part-A of the offers shall be opened on the due date of tender opening. Clarifications, wherever required on this part, shall be obtained from the bidders for their evaluation. The Price bid Part-B of such vendors alone shall be opened whose techno-commercial bids are found acceptable.

**Bid evaluation:** The bid shall be evaluated on total delivered cost to BHEL (landed cost net of input tax credit) taking into account all duties / taxes / Cess like GST as per prevailing structure on date of tender enquiry (bid Part-I). Bidders may note that quoted rates shall be loaded for any deviation from the terms & conditions given in this enquiry, to arrive at landed cost and same shall be communicated to techno-commercially suitable bidders before price bid opening. **Evaluation of items shall be done on overall L1 basis.** For deciding L1, L2 etc **Reverse Auction** shall be conducted.

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

Price bids of all techno-commercially qualified bidders shall be opened before the RA to decide the Floor Price. Bidders shall be informed the date of Price bid opening.

Before price bid opening / RA (reverse auction) all formalities for registration has to be completed by the bidders as per new supplier link at [www.bhel.com](http://www.bhel.com)

In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”

### 3. **Pre-Qualification Criteria**

**Please refer attached Schedule-II Offers of those Bidders who meet the Pre-qualification criteria will be accepted. Any deviation from these shall render offer submitted by bidder as rejected.**

**In case of space constraint, Information asked in PQR (Schedule-II) shall be submitted as additional attachment with Sign and Seal.**

Pl provide Turnover details of last three Financial years as below. Pl Enclosed CA audited Balance Sheet for last three years. In the case if Balance sheet of last financial year is not yet audited then the unaudited balance sheet of last financial year can be enclosed along with the certificate of CA. If the document of FY 2020-21 is available that will also be accepted.

Refer Point no 2 of Schedule-II

Financial Year	2017-18	2018-19	2019-20	Average Turnover
Turnover				

Vendor to submit details of executed PO as per Point no. 3 of Schedule-II

Customer Name	Order no & Date	Qty. supplied in UM	Order, Tax Invoice No., TC No. & Date	Remarks, if any

4. **Technical Parameters and Tendered Quantity:** - RIP BUSHING shall conform to the purchase specifications. BHEL QA plan and / or customer approved QA plan to be followed strictly. Tentative quantity breaks up is mentioned below.

ENQUIRY ITEM	DESCRIPTION	QUANTITY	UOM
1	245 KV,1600 AMP.300 MM CT SPACE ( OIL TO SF6 ) RIP BUSHING	12	Nos
2	245 KV,1600 AMP.300 MM CT SPACE ( OIL TO SF6 ) RIP BUSHING	1	Nos

At the time of supply, TC/GC/CC and other Documents as per Schedule of the PO must accompany each lot.

5. **Pricing Terms:** - Material will be supplied on finished basis and rate so quoted shall be firm during validity of contract.
6. **Transit Insurance:** - By the bidder. In case of insurance by BHEL, bidders shall have to comply with our general terms and conditions in this regard. Also bidder shall have to render all necessary assistance needed by BHEL to recover the damages from the insurers, in the event of claim arising under policy.

7. **Terms of delivery:** - In case of foreign bidders, acceptable terms of delivery are F.O.B Load port or CIF basis only. Ex-Works delivery are not acceptable. In case of indigenous bidders acceptable delivery terms are F.O.R BHEL, Jhansi basis. Any deviation from the above shall attract loading while evaluation of bids.

Bidders shall commit suitable delivery on F.O.B load port or CIF basis (In case of foreign Bidders) /on door delivery basis (In case of indigenous vendors). Bidders may note that delivery beyond committed schedule will attract penalty for delay. For Foreign Bidders, date of Bill of Lading shall be taken as actual date of delivery. In case of Indigenous bidders, the date of delivery at named destination in India shall be taken as contractual delivery completion date where delivery terms are FOR destination. In case of 'Ex-works' delivery terms, the date of LR / RR shall be the contractual delivery completion date.

In case of F.O.B delivery by foreign bidder, the loading will be done as per applicable rate of BHEL contract with Freight Forwarder. In the event of bidder offering CFR or CIF delivery terms for delivery in FCL (Full Container Load), the Bidder shall provide 14 days' time free of detention from the date of delivery at delivery port. Wherever the detention free period offered is less than 14 days, the bids shall be loaded for the period short of 14 days' period. Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the Seller's account.

To have an equitable comparison amongst the vendors in the tender, freight charges from dispatch city to BHEL, Jhansi shall be loaded on quoted prices as given below.

Loading will be as per below table.

TYPE	LOADING	FULL CONTAINER LOAD	LESS CONTAINER LOAD
EX-WORKS (Indigenous)	@ 0.005% per KM of basic quoted rate(Freight +Insurance)		
FOB, Load port delivery (Foreign)		1.Ocean Freight	1.Ocean Freight
		2. Marine Insurance	2.Marine Insurance
		3. Terminal Handling Charges	3.Terminal Handling Charges
		4. Delivery order charges	4.Delivery order charges
		5.CHA(Consignment Handling) Charges	5.CHA(Consignment Handling) Charges



CIF, Mumbai delivery (Foreign)		6. Freight Charges (From Mumbai port to BHEL, Jhansi)	6.CFS(storage) Charges of two week
			7.Freight Charges (From Mumbai port to BHEL, Jhansi)
		7. Insurance Charges.	8.Insurance Charges.
		1. Terminal Handling Charges	1.Terminal Handling Charges
		2. Delivery order charges	2.Delivery order charges
		3.CHA(Consignment Handling) Charges	3.CHA(Consignment Handling) Charges
		4. Freight Charges(From Mumbai port to BHEL, Jhansi)	4.CFS(storage) Charges of two weeks
		5. Insurance Charges.	5.Freight Charges(From Mumbai port to BHEL, Jhansi)
			6.Insurance Charges.

\*Actual value of Loading will be informed before Price Bid opening.

\*Above loading way is tentative and depends on BHEL discretion.

8. **Purchase from customer approved vendors:** - Bidders may note that RIP BUSHING for most of the customers is to be sourced from their approved vendors only. In those cases, pertaining to requirement of such contracts, BHEL would open the price Bid and place purchase orders on the approved vendors of respective customer only. Clause no 23 (Purchase Preference to Make in India) as mentioned in GTC JHS2055 Rev03 will prevail for distribution. Local supplier will be preferred in Enquiry distribution accordingly.
9. **Inspection/Quality Checks and Quality Records:** - Pre-dispatch /source inspection/ Third Party Inspection may be carried out at vendor works as per practice in vogue or Customer requirement. However, vendor shall maintain all records of input materials and finished RIP BUSHING thereby establishing traceability. BHEL may conduct quality audit at supplier works for ensuring

implementation of Quality system. Vendor shall carry out all the Electrical & Mechanical tests as called for in the specifications and submit Test certificates for each lot of dispatch.

10. All costs related to inspections and re-inspections shall be borne by the Seller. In case of foreign vendors, the cost of third party inspection and testing charges, where called for, shall be deemed to be included in the quoted price. Seller shall be responsible to provide assistance such as labour, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.
11. **Replacement of rejected Goods:** - Final inspection for acceptance of quality shall be at BHEL's works after receipt of material and results shall be binding on the suppliers. In case of rejection due to noncompliance to agreed specification and for the reasons attributable to the vendor, the materials shall be replaced by vendor free of charge on "FOR BHEL works basis" including interalia cost elements such as total transportation, insurance and other taxes / levies etc. as applicable. The rejected goods shall be subsequently returned to the vendor at his cost.
12. **Taxes & Duties:** - GST as applicable within India only will be paid / reimbursed by BHEL and same will be loaded for price comparison on delivered cost to BHEL (i.e. landed cost net of input tax credit). Custom Duty will be applicable on foreign Imports.
13. **Guarantee:** - RIP BUSHING under this tender shall be free from any kind of manufacturing defects and shall be under guarantee for a period of 24 months from the date of dispatch or 18 months from the date of commissioning, whichever is later. In case of non-acceptance of Guarantee Term There will be 1% per month loading in offer price per month, i.e. if a vendor accepts 18 months of warranty in place of NIT conditions of 24 months' warranty, then loading in offer price will be =  $(24 \text{ months} - 18 \text{ months}) \times 1\% = 6\%$ .
14. In case of non-acceptance of Risk Purchase, loading of 10 % shall be done on the Supplier quoted rates to derive L-1 status.
15. **Payments Terms:** - Any deviation from the following payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate (as on date of Part I bid opening) + 6%, for the purpose of bid evaluation

**In case of Indigenous Bidders:** -100% payment within 90 days of receipt of material (45 days for MSE / NSIC registered suppliers as per relevant act in force), subject to acceptance of material at BHEL, on direct presentation of the documents.

In case LC payment terms for indigenous bidders are accepted by the competent authority, offers with interest free Usance period less than 120 days (45 days for MSEs vendors & subject to submission of Udyog Aadhar Memorandum) shall be liable for rejection.



**In case of Foreign Bidders:** -100 % payment will be considered by irrevocable and unconfirmed Usance LC with 120 days' interest free credit to be reckoned from the date of B/L.

16. **Validity of Offer:** - Offer should be valid for a period of 120 days from the date of techno-commercial bid opening date (part-1) for finalization of the contract.
17. **Levy of Penalty for delayed performance:** - As per Clause no: 8 of General terms & Conditions of enquiry rev 03.
18. In case of non-acceptance of LD Clause, the suitable loading up to 10% maximum shall be done on supplier's quoted rate to derive the L-1 Status.
19. Commercial Conditions quoted by the vendor in any place including as stated in bidder's 'General Terms and Conditions of enquiry' if any, shall not be binding on the Purchaser and the conditions contained in this annexure, including General terms & Conditions rev 03 of enquiry, if any, for this enquiry shall only prevail.
20. **Bank Charges:** - For overseas bidders, all bank charges except charges of LC opening bank, which shall be loaded while bid evaluation, shall be to the bidders account only.
21. **Fumigation:** - All imported consignment in wooden packing shall be subject to fumigation as per statutory requirement of Govt. of India and bidder shall furnish 'Phytosanitary Certificate' or a declaration that wood-packing material used in packing is in accordance with IPPC standard ISPM No.15 and has been labelled compliance with IPPC mark by manufacture.
22. **Agency Agreement:** - Agency agreement from foreign supplier for their Indian agent is necessary and should come along with the bid Part-A. The agreement between foreign supplier and their Indian agent should contain relationship, mutual interest in the business, commission amount or general retainer fee, services to be rendered by Indian agent etc.
23. Bidders may note that suitable loading will be done for arriving at the landed cost net of ITC price for any deviation from General terms & Conditions as pre-printed overleaf of the enquiry.
24. **Applicable Laws and Jurisdiction of Courts:** - Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The competent Courts at Jhansi in the State of Uttar Pradesh, India shall have sole jurisdiction.
25. **Benefits earmarked to Suppliers for Purchase Under 'Make In India':** -

As part of minimizing import content under Gov, t of India guidelines and to encourage and promote indigenously manufactured goods within India and services provided by sources within India, bidders who manufacture goods and provide services within India (Local Suppliers) are given purchase preference and

are entitled to benefits in the tender. For further clarifications Please refer GTC JHS 2055A Rev03.

**26. Bidders sharing Land Boundary with India: -**

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. Refer Schedule-VII (Circular No 9 (AA: SSP: PPP-MII) issued by SS&P Corporate Operations Management BHEL, Delhi & Annexure-I, II, III issued by DoE) for details.

Bidder has to provide Certificate regarding their compliance with this order F.No.6/18/2019-PPD (Ministry of Finance). Such certificate given by bidder whose bid is accepted is found to be false, this would be ground for immediate termination and further legal action in accordance with law.

The DoE Order is not applicable to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of Credit or in which Gov,t of India is engaged in development projects.

- 27.** Updated 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 (<http://www.mea.gov.in/>).

**Prepared by**

**Rahul Kumar**

**Sr. PO (TRFR MM)**

**Approved By**

**Shams-Uz-Zaman**

**DGM (TRFR MM-II)**



**(SCHEDULE-II) PRE QUALIFYING REQUIREMENT FOR POF ENQUIRY NO. E1810002**

PQR for PI-140604029 / Enquiry-E1800025

PI Estimate=	K	NA
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### Annexure - III



**Pre-Qualifying Requirement for Procurement of '245kV, 1600Amp, 300Mm CT Space HV RIP Bushing' –**

PI:140604029/E1800025

Sl. No.	REQUIREMENT	Bidder's Response										
1	<p>Bidders should be the MANUFACTURER OR AUTHORIZED DISTRIBUTOR of '245kV, 1600Amp, 300Mm CT Space HV RIP Bushing'</p> <p>Bidders to provide Self Undertaking on their Letter Head that:</p> <p>A: Bidder is capable of executing the job under captioned enquiry.</p> <p>B: Foreign vendor or distributor of foreign vendor is meeting the requirement as per Deptt for Promotion of Industry and Internal Trade, Ministry of Commerce &amp; Industry (DPIIT), letter D.O. No.P-45021/2/2017-PP(BE-II)(E-1588) dated 8th June, 2020 and subsequent circular/ amendment applicable at the date of Technical bid open.</p>	<div><input type="checkbox"/> YES</div> <div><input type="checkbox"/> Submitted</div>										
2	<p><b><u>Annual average financial turnover</u></b></p> <p>in past three financial years ending on 31st March of previous financial year, where in bidder(s) attach copy of balance sheet including profit and loss statement of last three financial years, audited by CA. In the case of balance sheet of last financial year is not yet audited, the un-audited balance sheet of last financial can be enclosed along with certificate of CA.</p> <p>Bidders not having statutory obligations to get Financial statement audited must submit following documents as evidence for Turnover:</p> <p>(i) Complete submitted ITR with all annexures as filled online as proof to verify turnover. "Or"</p> <p>(ii) A certificate from CA duly vetting the turnover. "Or"</p> <p>(iii) Audited Balance Sheet &amp; Profit and Loss Statement.</p> <table><tr><td>FY-&gt;</td><td>2017-18</td><td>2018-19</td><td>2019-20</td><td>Average Turnover</td></tr><tr><td>T/O -&gt;</td><td></td><td></td><td></td><td></td></tr></table> <p>For qualifying, the average financial Turnover should be minimum Rs.30 Lakhs for non- MSEs and Rs.21 Lakhs for MSEs.</p> <p>Net Worth shall be positive.</p> <p>Distributor should submit authorization certificate from manufacturer valid till six months from the date of bid opening.</p>	FY->	2017-18	2018-19	2019-20	Average Turnover	T/O ->					<div><input type="checkbox"/> YES</div> <div><input type="checkbox"/> Submitted</div>
FY->	2017-18	2018-19	2019-20	Average Turnover								
T/O ->												
3	<p><b><u>EXPERIENCE:-</u></b></p> <p>Bidders should have experience of having supplied "245kV, 1600Amp, 300Mm CT Space HV RIP Bushing" (henceforth called "Goods") to Generation / Transmission Companies or Transformer Manufacturers.</p> <p>The Customer should be any of the following in the last three years.</p> <p>1. PSU- State/ Central Govt.</p> <p>2. Government - State/ Central</p> <p>3. BHEL /ABB / Siemens / Mitsubishi Electric / Toshiba / TBEA / Alstom / Crompton Greaves / Bharat Bijlee / TELK / EMCO / T &amp; R / Voltamp Trfr / Imp Power / Vijay Electrical / Technical Associates / Schneider Electric / Andrew Yule / Skipper Ltd./ High Volt.</p> <p>4. ABB Limited (Switzerland)/ ASTOR TRANSFORMER A.S (Turkey)/ Bemag Transformer, Inc. (Canada)/ Bowers Electricals Ltd. (UK)/ Changzhou XD Transformer Co., Ltd. (China)/ DAIHEN Corporation (Japan)/ EFACEC Group (Portugal)/ GE Grid Solutions (USA)/ Hammond Power Solutions, Inc. (Canada)/ Howard Industries, Inc. (USA)/ Hyosung Heavy Industries (South Korea)/ Hyundai Electric &amp; Energy Systems Co., Ltd. (South Korea)/ Imefy Group (Spain)/ JSHP Transformer (China)/ KONCAR Group (Croatia)/ Mitsubishi Electric Corporation (Japan)/ Olsun Electrics Corporation (USA)/ Schneider Electric SA (France)/ SGB-SMIT Group (Germany)/ SGB-SMIT Power Matla (South Africa)/ Shihlin Electric &amp; Engineering Corporation (Taiwan)/ Siemens AG (Germany)/ SPX Transformer Solutions, Inc. (USA)/ TBEA Co., Ltd. (China)/ Toshiba Energy Systems &amp; Solutions Corporation (Japan)/ Wilson Power Solutions (UK)/ Wilson Transformer Company (Australia)/ Winder Power Ltd. (UK)</p> <p>The bidders have to provide minimum two orders executed in the last three years, supplied one month prior to date of issue of tender.</p>	<div><input type="checkbox"/> YES</div> <div>PI tickV as applicable</div> <div><input type="checkbox"/> BHEL Units</div> <div><input type="checkbox"/> Other PSUs / Govt Undertakings</div> <div><input type="checkbox"/> Private Sector</div>										

Signature of Supplier with seal and Date

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PQR for PI-140604029 / Enquiry-E1800025  
PI Estimate= K NA **Annexure - III**

**Pre-Qualifying Requirement for Procurement of '245kV, 1600Amp, 300Mm CT Space HV RIP Bushing' - PI:140604029/E1800025**

Sl. No.	REQUIREMENT	Bidder's Response																																	
4	<p><b>Minimum Quantum-</b> Should have supplied</p> <p><b>(a) for non-MSEs</b> (1) Minimum 2 Nos (2) Goods of worth Rs 10 Lakhs</p> <p><b>(a) for MSEs</b> (1) Minimum 1 Nos (2) Goods of worth Rs 7 Lakhs</p> <p>The bidders have to provide minimum two orders executed in the last three years, supplied one month prior to date of issue of tender.</p> <p>Vendor to submit details of executed PO.</p> <table border="1"> <thead> <tr> <th>Customer Name</th> <th>Order No. &amp; Date</th> <th>Qty. supplied in UM</th> <th>Order, Tax Invoice No., TC No. &amp; Date</th> <th>Remark, if any</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p>As an evidence of the above information, the bidder to attach the documentary proof as below: -</p> <table border="1"> <thead> <tr> <th>Supplies made to</th> <th>Documentary Proof to be attached</th> </tr> </thead> <tbody> <tr> <td>BHEL, Unit(s)</td> <td>Purchase Order Copies to be submitted</td> </tr> <tr> <td>Other PSUs / Govt Undertakings</td> <td>1) Purchase Order issued by Customer 2) Test certificates of any one lot to be submitted. 3) Copy of Performance Certificate or Tax Invoices.</td> </tr> <tr> <td>Private Sector</td> <td>1) Purchase Order issued by Customer 2) Test certificates of any one lot to be submitted. 3) Copy of Performance certificate or Tax Invoices.</td> </tr> </tbody> </table>	Customer Name	Order No. & Date	Qty. supplied in UM	Order, Tax Invoice No., TC No. & Date	Remark, if any																					Supplies made to	Documentary Proof to be attached	BHEL, Unit(s)	Purchase Order Copies to be submitted	Other PSUs / Govt Undertakings	1) Purchase Order issued by Customer 2) Test certificates of any one lot to be submitted. 3) Copy of Performance Certificate or Tax Invoices.	Private Sector	1) Purchase Order issued by Customer 2) Test certificates of any one lot to be submitted. 3) Copy of Performance certificate or Tax Invoices.	
Customer Name	Order No. & Date	Qty. supplied in UM	Order, Tax Invoice No., TC No. & Date	Remark, if any																															
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Private Sector	1) Purchase Order issued by Customer 2) Test certificates of any one lot to be submitted. 3) Copy of Performance certificate or Tax Invoices.																																		
5	<p>New vendors who are not registered with BHEL, Jhansi should submit duly filled <b>"Supplier Registration Form (SRF)"</b> along with the requested documents. The SRF is available on line on our website <a href="http://www.bhel.com">www.bhel.com</a>.</p>	<input type="checkbox"/> Document Submitted																																	

• We agree that our bid is liable to be rejected in case (a) the relevant information is not filled, (b) documentation is incomplete, (c) there are false declarations, and (d) if we do not meet the PQR.  
 • Criteria at Sl. No. 5 is desirable. Other are mandatory.  
 • Supporting documents for the details filled above have been submitted.

(Signature of the Supplier with Name, Designation & Seal)



## **(SCHEDULE-III)**

### **Acceptance to salient Terms & Conditions of the Enquiry E1810002 i.e. Techno Commercial Bid**

*Important : This format is to be submitted in original, along with Part-A of bid, duly signed by the bidders, as proof of acceptance.*

Sl.No	DESCRIPTION	TO BE FILLED BY THE VENDOR
A-	Name of the Supplier with Telephone No./Fax No./Email	
B-	Name and Designation of Contact person	
C-	Address of the works at which inspection/delivery is offered.	

Sl. no.	Particulars	Supplier's Confirmation
1-	Complete acceptance to Technical terms & conditions including Technical/Purchase Specs as mentioned in <b>Schedule-I to VII</b>	<input type="checkbox"/> Accepted
2-	Participation by the Bidders in the tender shall be construed as acceptance of the bidder to the General Terms and Conditions JHS2055A-Rev-03 uploaded at <a href="https://jhs.bhel.com/apps/sip/enq_terms/enq_tems_current.pdf">https://jhs.bhel.com/apps/sip/enq_terms/enq_tems_current.pdf</a>  We confirm that we have read the GTC with applicable revision, and accepts the same.	<input type="checkbox"/> Accepted
3-	Acceptance for finalization of price bid Part-B through online Bidding (Reverse Auction)	<input type="checkbox"/> Accepted
4-	Conformance / Test Certificate/Guarantee Certificate (along with supply) as specified in enquiry will be provided.	<input type="checkbox"/> Yes
5-	(a) <b>Delivery</b> period on FOB/CIF, /FOR basis from date of PO issue/Drawing approval, whichever is later.	.....Days.

Signature of Supplier with seal and Date

	<p><b><i>(BHEL reserves the right to reject the offer of such bidders whose quoted/delivery period on F.O.R BHEL, Jhansi basis is more than 12 weeks.)</i></b></p> <p><b>(b)</b> Vendor to indicate their monthly capacity /Supply rate also.</p> <p><b>(c)</b> Supplier shall have minimum monthly capacity of total 20 Tonnes reserved for BHEL.</p>	<input type="checkbox"/> Accepted  <input type="checkbox"/> Accepted
6-	<p><b>Taxes and Duties (For indigenous bidders only):</b> -Extra as applicable.</p> <p>a). CGST (Mention N.A if not applicable)</p> <p>b). SGST (Mention N.A if not applicable)</p> <p>c). IGST (Mention N.A if not applicable)</p>	<input type="checkbox"/> Accepted  a).....% b).....% c).....%
7-	<p><b>Taxes and Duties (For Foreign bidders only):-</b>All taxes and duties in their country will be borne by them only and in India same shall be to BHEL account. Refer GTC (JHS2055A-Rev-03) for more detail and same shall prevail.</p>	<input type="checkbox"/> Accepted
8-	<p><b>Price Bid</b> submitted as per attached price bid format only (Copy of blank price Bid is submitted).</p>	<input type="checkbox"/> Accepted
9-	<p><b>Acceptance for prices on firm basis and no PVC is applicable.</b></p>	<input type="checkbox"/> Accepted
10-	<p><b>Acceptance for prices finalization through reverse auction (R.A) i.e. Acceptance to participation in R.A</b></p>	<input type="checkbox"/> Accepted
11-	<p><b>a). Terms of delivery on F.O.R BHEL Jhansi basis (for indigenous bidders).</b></p> <p><b>b). Terms of delivery on F.O.B Load Port basis or CIF, basis. (For Foreign bidders)</b> (Pl mention name of Load Port)</p>	<input type="checkbox"/> Accepted
12-	<p><b>Validity</b> - Quoted prices are valid for 120 days from date of tender opening.</p>	<input type="checkbox"/> Accepted
13-	<p><b><u>Payment Terms (For indigenous bidders)</u></b> - 100 % payment within 90 days (45 days for MSE / NSIC registered suppliers as per relevant act in force) from the</p>	<input type="checkbox"/> Accepted



	<p>date of receipt of material and submission of clear and admissible bill, subject to acceptance of material at BHEL, on direct presentation of the documents.</p> <p>In case of dispatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate (as on date of Part I bid opening) + 6%, for the purpose of bid evaluation.</p>	<input type="checkbox"/> Accepted
14-	<p><b>Terms of payment (For Foreign Bidders): -</b></p> <p>Our Standard Payment terms is:</p> <p>(i) 100% Payment through CAD or</p> <p>(ii) 100% payment will be considered by irrevocable and unconfirmed Usance LC with 120 days' interest free credit, to be reckoned from the date of Bill of Lading</p> <p>In case of request for confirmed LC, confirmation charges shall be borne by the vendor.</p>	<p>(i) <input type="checkbox"/> Accepted</p> <p>(ii) <input type="checkbox"/> Accepted</p>
15-	No <b>Advance payment</b> terms will be accepted.	<input type="checkbox"/> Accepted
16-	<b><u>Liquidated Damage / Penalty</u></b> - Failure to supply by the time specified in the order will make the supplier liable to pay unconditional penalty of 1/2% of the price of the goods in arrear (delayed and not supplied) per week or part thereof, subject to a maximum of 10% of the order value unless agreed otherwise.	<input type="checkbox"/> Accepted
17-	<b><u>Risk Purchase</u></b> - If the material is not supplied within stipulated delivery indicated in PO, BHEL shall have the option to purchase the material from other sources at the supplier's risk & cost.	<input type="checkbox"/> Accepted
18-	<b><u>Guarantee:</u></b> In Case an order is placed, supplier shall be required to guarantee for smooth and satisfactory performance of the equipment for a period of 24 months from the date of dispatch or 18 months from the date of commissioning whichever is later and certificate must be issued to this effect. Necessary instruction booklets for operation and maintenance are to be sent with supply, where applicable.	<input type="checkbox"/> Accepted

19-	Please furnish shipping Dimension & Weight of consignment in your offer.(For Foreign Suppliers)	No. of package ----- Dimension of each package 1- Length ----- 2- Width ----- 3- Height ----- 4- Weight -----
20-	"The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice."	<input type="checkbox"/> Accepted
21	a) For Foreign Bidders-No. of days to generate Bill of Lading after dispatch clearance. b) For Indigenous bidders- No of days to reach the material to BHEL, Jhansi after Dispatch clearance.	.....Days .....Days
22	Inspection Call a. Foreign suppliers have to give inspection call 30 days + no of days to generate bill of lading (Refer Clause 21a above). b. Indian suppliers have to give inspection call 21 days + No of days to reach the material to BHEL, Jhansi after dispatch clearance (Refer Clause 21b above).	<input type="checkbox"/> Accepted <input type="checkbox"/> Accepted
23	Delivery period from LC Opening date. (For Foreign Suppliers) (In case payment through LC, should preferably be 60 days from LC opening date.)	.....Days.

**Signature of Supplier & seal** : .....

**Date** : .....

**Name of contact person** : .....

**Cell No.** : .....

**Landline with STD code & E-mail** : .....



## (SCHEDULE-IV)

### PRICE BID, PART - B FOR ENQUIRY NO. E1810002

**Supplier Name & Address:** .....

.....

**Currency of Quotation (Applicable for Foreign bidders only):** .....

Enquiry item no.	Quoted rate in figure (per number basis in INR / Foreign Currency)	Quoted rate in words (per number basis in INR / Foreign Currency)
Enq. # 1&2		

- Note:-**
1. By default, indigenous bidders' quotation will be in Indian Rupees (INR) and foreign bidders' will be in the currency quoted as above by them.
  2. The price bid submitted in any other fashion or by adding any condition (e.g. minimum order quantity, rates applicable for specified quantity, discount for quantity, rate based on slabs, rate based on terms of payment etc.), offer shall be straight way REJECTED even if, offer has been found technically & commercial acceptable before opening of price bid.

**Signature of Supplier** :

**Name** :

**Designation** :

**Seal** :

## Enquiry Annexure

## (SCHEDULE-V)

### **Annexure for Bushings (WO .72584)**

PI:

1. Bushing for 220kV above shall be preferably Resin Impregnated Synthetic (RIS) type or Composite Polymer insulator. 33 kV bushing shall be RIS type.
2. The bushings shall be suitable for termination of GIB (Gas insulated Bus) for 220kV side along with required intermediate equipment/system & XLPE cable for 33kV – multi-run XLPE cables as per project requirements, tentative size (secondary side 33 kV).
3. The bushings shall have high factor of safety against leakage to ground and shall be so located as to provide adequate electrical clearances between bushings and grounded parts. Bushings of identical voltage rating shall be interchangeable. All bushings shall be equipped with suitable terminals of approved type and size & shall be suitable for bimetallic connection. The insulation class of the high voltage neutral bushing shall be properly coordinated with the insulation class, of the high voltage winding.
4. Each bushing shall be so coordinated with the transformer insulation so that all flash over will occur outside the tank.
5. All porcelain (if provided) used in bushings shall be of the wet process, homogeneous and free from cavities or other flaws. The glazing shall be uniform in colour and free from blisters, burrs and other defects.
6. The bushings shall conform to the latest edition of IS: 2099 & IS: 3347. Dimensions shall confirm to IS: 2099 & IS: 3347 (Part – V). The characteristics of the oil (if used) in the bushings shall be the same as that of the oil in the transformer. Oil filled condenser (if provided) type bushing shall be provided with fittings viz. oil level gauge, oil filling plug, Tap for capacitance and Tan delta test, etc.
7. All bushings shall have puncture strength greater than the dry flashover value. The spacing between the bushings must be adequate to prevent flash over between phases under all conditions of operation.
8. The tan delta and capacitor measurement tap shall be provided. Test taps relying on pressure contacts against outer earth layer of the bushing is not acceptable.
9. All clamps and fittings made of malleable iron or steel shall be galvanized as per IS: 2629. The bushings flanges shall not be of re-entrant shape which may trap air.
10. Bi-metallic terminal connectors shall be supplied as applicable. The take off shall be suitable for connection with H.V. & L.V. ducts/cables as per project requirements.
11. The connectors shall have suitable number of bolts provided with check nuts & washers. The connectors shall have rating corresponding to those of equipment or higher and shall be designed most liberally with a higher factor of safety to comply in all respects with temperatures rise, resistance, tensile strength short-circuit withstand capability tests as specified in IS: 5561-1970 or amendment thereof (Latest edition). Aluminium alloy used in the manufacture of Bi-metallic connectors shall conform to designation Grade 4600 of IS: 617-1975. The steel bolts, nuts washers and check nuts shall be hot dip galvanized marked with ISI certification mark or of approved make.
12. Polymer / composite insulator shall be seamless sheath of a silicon rubber compound. The housing & weather sheds should have silicon content of minimum of 30% by weight. It should protect the bushing against environment influences, external pollution and humidity. It shall be extruded or directly moulded on the core. The interface between the housing and the core must be uniform and without voids. The strength of the



bond shall be greater than tearing strength of polymer. The manufacturer shall follow non destructive technique (NDT) to check the quality of jointing of the housing interface with the core. The technique being followed with detailed procedure and sampling shall be decided during finalization of QAP.

13. The weather sheds of the insulators shall be of alternate of shed profile as per IEC 60815-3. The weather sheds shall be vulcanized to the sheath (extrusion process) or moulded as part of the sheath (Injection moulding process) and free from imperfections. The vulcanization for extrusion process shall be at high temperature and high pressure. Any seams / burrs protruding axially along the insulator, resulting from the injection moulding process shall be removed completely without causing any damage to the housing. The track resistance of housing and shed material shall be class 1A4.5 according to IEC 60587 or better suitable as per project requirements. The strength of the weather shed to sheath interface shall be greater than the tearing strength of the polymer. The composite insulator shall be capable of high pressure washing.
14. End fittings shall be free from cracks, seams, shrinks, air holes and rough edges. End fittings should be effectively, sealed to prevent moisture ingress, effectiveness of sealing system must be supported by test documents. All surfaces of the metal parts shall be perfectly smooth with the projecting points or irregularities which may cause corona. All load bearing surfaces shall be smooth and uniform so as to distribute the loading stresses uniformly.
15. The hollow silicon composite insulators shall comply with the requirements of the IEC publications. IEC 61462 and the relevant parts of IEC 62217. The design of the composite insulators shall be tested and verified according to IEC 61462 (type and routine test).
16. All type test & routine test TC will be submitted as per applicable standards for bushing.

**(SCHEDULE-VI)**

**BUSINESS RULES FOR REVERSE AUCTION**

This has reference to tender no {E1810002 dateXXXX}. BHEL shall finalise the Rates for the supply of {RIP Bushings} through Reverse Auction mode. BHEL has made arrangement with M/s. {Service provider}, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. {E1810002} dated {XXXX}, (b) Bidders' technical & commercial bid (in case of two-part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

**1. Procedure of Reverse Auctioning**

- i. Price bids of all techno-commercially qualified bidders shall be opened.
- ii. **Reverse Auction:** The 'bid decrement' will be decided by BHEL.
- iii. The lowest bidder in sealed envelope price bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
- v. After the completion of the reverse auction, the Closing Price shall be available for further processing.
- vi. Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

**2. Schedule for reverse auction:** The Reverse Auction is tentatively scheduled on {shall be intimated later}: {start time}:14:00 ;{Close Time:15:00 }.



- 3. Auction extension time:** If a bidder places a bid in the last {05} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {05} minutes,

for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {05} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto extension will not take place even if that bid might have come in the last {05} minutes. In case, there is no bid in the last {05} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

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

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

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

6. **Validity of bids:** Price shall be valid for {120 days} from the date of reverse auction. These shall not be subjected to any change whatsoever.
7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Reverse Auction will be considered as the bidder's final offer to execute the work.
8. Unique user IDs shall be used by bidders during bidding process. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.
9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
10. Any commercial/ technical loading shall be separately intimated to respective bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.
11. Reverse auction shall be conducted by BHEL (through M/s {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

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

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

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

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

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

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

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

- 13.** Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc from M/s {Service provider}.
- 14.** M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before

Signature of Supplier with seal and Date

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participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.

15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure – VI) for price breakup, quoted during the Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {Service provider} besides BHEL within two working days of Auction without fail.
16. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)).
17. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {E1810002} dt. {XXXX}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)).
18. Bidders shall be able to view the following on their screen along with the necessary fields during Reverse Auction:
  - a. Leading (Running Lowest) Bid in the Auction (only total price of package)
  - b. Bid Placed by the bidder
  - c. Start Price
  - d. Decrement value
  - e. Rank of their own bid during bidding as well as at the close of auction.
19. BHEL's decision on award of contract shall be final and binding on all the Bidders.

20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. {Service provider}, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.
24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)), shall be initiated by BHEL.

**Process Compliance Form**

**(The bidders are required to print this on their company's letterhead and sign, stamp before RA)**

To

- M/s. {Service provider}
- Postal address}

**Sub: Agreement to the Process related Terms and Conditions**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{E1810002} dt. {XXXX} This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines (as available on [www.bhel.com](http://www.bhel.com)), and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will FAX/ email the price confirmation & break up of our quoted price as per Annexure - VI within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization

Designation within Company / Organization

Address of Company / Organization

- **Sign this document and FAX/ email it to M/s {Service provider} at {.....} prior to start of the Event.**

Signature of Supplier with seal and Date



## Details of item (s) for Reverse Auction

### ***Procurement of RIP Bushings against Tender Enquiry No. E1810002 dated XXXXXXXX***

ENQUIRY ITEM	DESCRIPTION	QUANTITY	UOM
1	245 KV,1600 AMP.300 MM CT SPACE (OIL TO SF6) RIP BUSHING AS PER ATTACHED ANNEXURE.	12	Nos
2	245 KV,1600 AMP.300 MM CT SPACE (OIL TO SF6) RIP BUSHING AS PER ATTACHED ANNEXURE.	1	Nos

The offers of all the bidders are technically & commercially frozen as submitted by the bidders and clarified in subsequent correspondence, if any, with the bidders.

**RA price confirmation and breakup**  
**(To be submitted by L1 bidder after completion of RA)**

**To**

- M/s. Service provider
- Postal address

CC: M/s BHEL

{Unit

Address-}

Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

**Rs.{                      in value & in words                      }**  
**for item(s) covered under tender enquiry No. {E1810002..} dt.{XXXXXX}**

Total price of the items covered under above cited enquiries is inclusive of {Packing & forwarding, GST, E.D., C.S.T., freight and insurance charges up to {BHEL} District, {Jhansi} State and Type Test Charges etc., (exclusive of service tax), other as per NIT}

as our final landed prices as quoted during the Reverse Auction conducted today {date} which will be valid for a period of {120 **in nos. & in words** One twenty days} days.

The price break-up is as given below.

Total                      - **Rs. in value & in words** \_\_\_\_\_

Yours sincerely,

For \_\_\_\_\_

**Name:**

**Company:**

**Date:**

**Seal:**

**SCHEDULE-VII**

**BIDDERS SHARING LAND BOUNDARY WITH INDIA**

**SOURCING STRATEGY & POLICY  
CORPORATE OPERATIONS MANAGEMENT  
BHEL – NEW DELHI**

AA:SSP:PPP-MII  
Dated: 06.08.2020

(Circular No. 09 of 2020-21)

**Sub: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 - Dept. of Expenditure OM No.6/18/2019-PPD dated 23.07.2020**

**Ref: DPE OM No. DPE/7(4)/2017-Fin.(Part-I) dated 30.07.2020 (received vide DHI email dated 03.08.2020)**

1. DPE vide OM No. DPE/7(4)/2017-Fin.(Part-I) dated 30.07.2020 has enclosed Department of Expenditure's (DoE) OM and Order (Public Procurement No. 1 and No. 2) vide ref. F.No.6/18/2019-PPD dated 23.07.2020 on Restrictions under Rule 144 (xi) of the GFR and subsequent clarification Order (Public Procurement No. 3) dated 24.07.2020 for compliance by CPSEs.
2. As per para 1 of the DoE Order, any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) **only** if the bidder is registered with the Competent Authority (Registration Committee constituted by DPIIT as per annex I of the Order).
3. The DoE Order shall not apply to cases where orders have been placed or contract has been concluded or letter/ notice of award/ acceptance (LoA) has been issued on or before the date of the Order i.e. **23.07.2020** and cases falling under Annex II of the Order.
4. The DoE Order is not applicable to 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.
5. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are

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06/08/2020



**SCHEDULE-VII**

**BIDDERS SHARING LAND BOUNDARY WITH INDIA**

available on the Ministry of External affairs website (<https://www.mea.gov.in/>). The latest list is enclosed for ready reference. Units/ Regions are advised to regularly keep themselves updated in this regard.

6. Model clauses to be inserted in tenders and Model Certificates to be obtained from Bidders has been given in Annex III of the Order.

Accordingly, all Units/ Regions are to ensure compliance of DoE Orders dated 23.07.2020 and clarification dated 24.07.2020.

This issues with the approval of the Competent Authority.

  
06/08/2020

(C. Venkat Rao)  
GM/ SS&P

Encls.: As above

**Distribution:**

- All Heads of MM of Units/ Regions

**Copy to:**

- All Heads of Units/ Regions
- SS&P page on Corporate Office intranet - <http://intranet.bhel.in>
- Director (HR)/(Fin)/(IS&P)/(Power)/(E, R&D) - for kind information
- SA to CMD - for kind information of CMD

## SCHEDULE-VII

### BIDDERS SHARING LAND BOUNDARY WITH INDIA

F.No.6/18/2019-PPD  
Ministry of Finance  
Department of Expenditure  
Public Procurement Division

161, North Block,  
New Delhi  
23rd July, 2020

#### Order (Public Procurement No. 1)

**Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017**

Attention is invited to this office OM no. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

#### Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

#### Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
  - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
  - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the

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**SCHEDULE-VII**

**BIDDERS SHARING LAND BOUNDARY WITH INDIA**

entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
- to all Autonomous Bodies;
  - to public sector banks and public sector financial institutions; and
  - subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
  - to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
  - Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' 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.
7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

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**BIDDERS SHARING LAND BOUNDARY WITH INDIA**

- 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

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) 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(s), 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 the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- (ii) 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;
- (iii) 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;
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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**BIDDERS SHARING LAND BOUNDARY WITH INDIA**

(v) 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.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors 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 definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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## SCHEDULE-VII

### BIDDERS SHARING LAND BOUNDARY WITH INDIA

#### Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.

(Sanjay Prasad)  
Joint Secretary (PPD)  
Email ID: [js\\_ptc2\\_doe@gov.in](mailto:js_ptc2_doe@gov.in)  
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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**SCHEDULE-VII**

**BIDDERS SHARING LAND BOUNDARY WITH INDIA**

**Annex I: Competent Authority and Procedure for Registration**

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)\*.
- B. The Registration Committee shall have the following members\*:
- An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
  - Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
  - Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur\*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.

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**SCHEDULE-VII**

**BIDDERS SHARING LAND BOUNDARY WITH INDIA**

- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[\*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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**BIDDERS SHARING LAND BOUNDARY WITH INDIA**

**Annex II: Special Cases**

- A. Till 31<sup>st</sup> December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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**BIDDERS SHARING LAND BOUNDARY WITH INDIA**

**Annex III**

**Model Clause /Certificate to be inserted in tenders etc.**

*(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)*

**Model Clauses for Tenders**

- 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 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;

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## SCHEDULE-VII

### BIDDERS SHARING LAND BOUNDARY WITH INDIA

- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* 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.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."*

Model Certificate for Tenders

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the*

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**BIDDERS SHARING LAND BOUNDARY WITH INDIA**

Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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**SCHEDULE-VII**

**BIDDERS SHARING LAND BOUNDARY WITH INDIA**

F.No.6/18/2019-PPD  
Ministry of Finance  
Department of Expenditure  
Public Procurement Division

161, North Block  
New Delhi  
23rd July, 2020

**Order ( Public Procurement No. 2)**

**Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 –regarding.**

In Order (Public Procurement No. 1) dated 23rd July 2020, orders have been issued requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement.

2. Notwithstanding anything contained therein, it is hereby clarified that the said Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

3. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

(Sanjay Prasad)  
Joint Secretary (PPD)  
Email ID: [js\\_pfc2\\_doe@gov.in](mailto:js_pfc2_doe@gov.in)  
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi