

PROJECT:	RGHPL Rahughat
ITEM:	FOTE
SUBJECT:	BID SPECIFIC ATC

1.	For any technical clarification , please contact Mr. Rajat, Manager (TBEM). Contact No. 0120-06748524; e-mail: rajat.kumar@bhel.in
2.	For any commercial clarification , please contact Mr. Manish Jain, Sr Manager (TBMM). Contact No. 0120-6748484; e-mail: manish.jain@bhel.in
3.	Terms of Payment:
For Supply & Services in scope of the supplier	<p>[A] Payment for Main Supply</p> <p>95% of payment within 90 days(for Non-MSME)/ 60 Days (for medium enterprises)/ 45 Days(for MSE) from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:</p> <ol style="list-style-type: none"> Copy of LR issued by BHEL Authorised transporter GST Compliant Tax Invoice Packing List (Case-wise) Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management Guarantee Certificate Copy of Performance Bank Guarantee (PBG) Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order. <p>5% of payment within 90 days(for Non-MSME)/ 60 Days (for medium enterprises)/ 45 Days(for MSE) from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:</p> <ol style="list-style-type: none"> Certificate of successful completion of Supervision of Erection, Testing & Commissioning at Site Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management <p>[B] Payment terms for services</p> <p>100% payment within 90 days(for Non-MSME)/ 60 Days (for medium enterprises)/ 45 Days(for MSE) along with applicable GST from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Testing & Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies).</p> <p>Note:</p> <ol style="list-style-type: none"> Bills shall be submitted to BHEL TBG Noida office for processing along with billing checklist. It should be ensured that Tax Invoice complies with statutory requirements under GST law to enable BHEL to avail Input Tax Credit. Payment of GST component shall be made only if vendor has deposited the Tax and credit for the same is reflected in GSTN (GST Network). <p>Copy of GST Registration Certificate(s) shall be also be attached with Tax Invoice</p>

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4.	Terms of Delivery:
Ex-works. Bidders to quote price accordingly.	
5.	Delivery Time:
<p>Proposed delivery Plan: Mar '2025.</p> <p>Supplier to submit separate Activity schedule (Annexure-A). Early Delivery is acceptable.</p> <p>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).</p>	
6.	Prices:
<p>The quoted prices shall be on Firm basis. Price to be quoted on GeM shall be inclusive of GST. i.e. Ex-Works + GST.</p> <p>BHEL will arrange the F&I from supplier's works.</p>	
7.	Liquidated Damage of delayed Delivery:
As per GeM terms and conditions.	
8.	Item, Scope & BOQ:
BOQ: As per Technical specification.	
9.	Technical Specification:
Technical specification no. TB-410-510-020 REV 0 . No permissible Technical Deviation has been envisaged. Bidders to quote as per Technical Specification.	
10.	OEM Requirement:
Not applicable.	
11.	MQP (Manufacturing Quality Plan):
As per Technical Specification.	
12.	Inspection:
Inspection shall be carried out as per customer as per technical specification	
13.	Destination / Delivery Location:
Ex-works	
14.	Bill to Address:
<p>BHEL-Transmission Business Group, Plot No-25, Sector-16A,Noida UP-201301.</p> <p>GSTN-09AAACB4146P2ZC</p>	
15.	Guarantee Clause (Defect Liability Period):
<p>The equipment / material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design & engineering, material, workmanship & manufacture and in full conformity with the Purchase Order / Contract, Technical Specifications & approved drawings / data sheets, if any, for 18 months from date of DELIVERY or 730 days from date of taking over certificate(Taking over date 18.12.24), whichever is later.</p> <p>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.</p> <p>In the event of the supplier / contractor failing to replace the defective equipment / material / component within the time period mentioned above, the same shall be considered as breach of the contract and BHEL may proceed as per provision mentioned in this NIT without prejudice to any other rights under the contract.</p> <p>Note :</p> <p>i) In case of Illumination System, items viz. Lamps, Tubes, Ballast, Starters, Capacitors & Fuses will not be under Guarantee after commissioning.</p> <p>ii) In addition to the above guarantee period, Extended Guarantee / Warranty, if</p>	

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any, shall be as per NIT / Technical Specifications.

iii) In case offer of agent of Foreign OEM / Foreign Principal is considered, as per Clause No. 1.12 above, Guarantee as mentioned above has to be provided by the Foreign OEM / Foreign Principal also.

16. Performance Bank Guarantee:

Performance security of 5% of contract value shall be submitted by the vendor within 45 days from the date of award of PO/contract.

“Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms and conditions defined in NIT / Contract, from the bills along with due interest.”

(A) Modes of deposit:

Performance security may be furnished in the following forms:

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

Important Notes:

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

(B) Forfeiture of performance security:

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

- | | |
|------------|--|
| 17. | Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation. |
|------------|--|

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18.	Acceptance of Offer:
Acceptance of offer is subjected to following: i) Approval of vendor by end customer ii) Qualification of Technical PQR. iii) Techno-Commercial evaluation by BHEL.	
19.	Make in India:
<p>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 dated 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.</p> <p>"Bidder to specify the percentage of local content as per the format of self-declaration for local content" as per Annexure-V."</p> <p>"This tender is not a global tender and only Class-I suppliers as defined under the DPIIT order no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and subsequent orders are eligible to bid in this tender. Bids received from Non-Local & class II suppliers shall be rejected."</p> <p>As per MOP order no A-1/2021-FSC-Part(5) dt 16.11.21 minimum local content to qualify as local class-I supplier is 50%.</p> <p>Procurement under this bid is reserved for purchase from Class-I 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. 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. Purchase preference to Micro and Small Enterprises clause will get precedence over this clause.</p>	
20.	Details of Bidder:
Bidder to submit the details as per format as per Annexure-B.	
21.	Deviations:
a) Technical Deviation: No Technical Deviation is envisaged. b) Commercial Deviation: No Commercial Deviation is envisaged.	
22.	RA is applicable. All other terms & conditions shall be as per GTC of GeM
23	Shortages / Damages - Any shortages and / or damages in supplies shall be supplied / replenished free of cost by the supplier as early as possible but not later than 30 days from the date of intimation by BHEL to the supplier. Note: There shall not be any extension in the contractual delivery time / schedule due to any shortages and / or damages in supplies.
24	Fraud Prevention Policy- 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 http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
25	Prevention for Cartel Formation- The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
26	Evaluation Criteria: Evaluation shall be done on total cost to BHEL basis
27	INTEGRITY PACT Bidders shall have to enter into Integrity Pact with BHEL, duly signed with seal in original, if specified in NIT / RFQ failing which bidder's offer shall be liable for rejection. (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner.

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Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.		
Sl.	IEM	Email
1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3	Shri Mukesh Mittal, IRS (retd.)	iem3@bhel.in

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:
Details of contact person(s):

1. Name: Mr. Manish Jain
Deptt: TBMM
Address: BHEL Noida
Phone: 0120 674 8484
Email: manish.jain@bhel.in

2. Name: Mr. Sanjay Kumar Shukla
Deptt: TBMM
Address: BHEL Noida
Phone: 0120 674 8531
Email: skshukla@bhel.in

28	Unpriced bid is also to be submitted along with Technical bid part.
29	Quantity Variations: BHEL shall have the right to variation in quantities of items within +/- 20% of the total Purchase Order / Contract value at the time of placement of PO or award of Contract on overall basis for all amendments together within two years from the date of original Purchase Order. The purchaser shall have the right to increase or decrease quantity and scope up to the above extent of value and seller/contractor shall be bound to accept the same at the contracted prices without any escalation.
30	<i>RXIL (TReDS) PLATFORM:</i> TBG is registered with RXIL (TReDS) platform. MSME Bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per the GOI guidelines.
31	COMPLIANCE TO GOI ORDER FOR RESTRICTIONS UNDER RULE 144 (XI) OF GENERAL FINANCIAL RULES (GFRS), 2017 [Annexure-VI]
	Refer Clause at Annexure-VI and Certification at Annexure-VII / Annexure-VIII (whichever is applicable) regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017. Bidder to comply the clause and submit the

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	certification. Non-compliance/ Non-submission of certification will lead to rejection of Offer.
32	MOP CIRCULAR [Annexure-IX]
	Bidder to comply the MOP circular dated 02-07-2020 (Annexure-IX) and its subsequent amendment, if any, in prescribed format (Annexure-X). Non-compliance/ Non-submission will lead to rejection of Offer [Not Applicable for cases where local content is 100%].
33	Documents to be submitted by supplier: Signed ATC, annexure A,B,C, Schedule of commercial deviation, Schedule of technical deviation, GFR compliance, MOP compliance and local content certificate and any other document mentioned in technical specification.

Annexure A - Activity Schedule

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SN	Activity	Activity Time (in weeks)	Scope
1	Input from BHEL to Vendor	1	BY BHEL
2	Submission of Documents necessary for getting manufacturing clearance like Drawings, Data sheet, MQP etc.	2	BY SUPPLIER
3	Manufacturing Clearance & CAT-A approval to Vendor after drawing submission	1	BY BHEL
4	Manufacturing time after CAT-A approval & Manufacturing Clearance till proposed inspection date(Including time of raising Inspection Call as mentioned in note#1).	10	BY SUPPLIER
5	BHEL/Customer Inspection & Dispatch Clearance	1	BHEL SCOPE
6	Dispatch&receipt of material at site	2	BY SUPPLIER
	Total	17	weeks

Notes:

- 1 Inspection call to be issued 2 weeks in advance.
Supplier must ensure the completeness and correctness of the requisite documents before
- 2 submission for approval. Delay in approval on account of incomplete / inadequate information shall be the responsibility of supplier.
- 3 Vendor to ensure resubmission of drawings/documents within 1 week from the date of comment from BHEL. Any delay in resubmissions w.r.t 1 week shall be reduced from Activity No.4 as above.
- 4 Count of resubmissions shall be certified by TBEM and same shall be compensated in schedule by adding certified time or number for resubmissions.
- 5 Qty. to be offered for inspection should be in accordance within Delivery-schedule – lot. BHEL reserves the right not to entertain multiple inspection calls for a Delivery – lot and delay on this account shall be the responsibility of Supplier.

Signature & Seal of supplier

Annexure B - Contact details of supplier

**Project
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Work Address	
Communication address	
Details of contact person for clarification regarding bid:	
Contact Person Name:	
Designation:	
Email Id.:	
Mobile No.:	
Landline No.:	

Signature & Seal of supplier

Annexure C-UNPRICED BID

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Item number	Item Description	Item quantity	Unit of measurement	Unit Price (inclusive of F&I & Tax)	GST % applicable
1	SUPPLY- FIBRE OPTIC COMMUNICATION SYSTEM - SDH (STM-4), STM-4 MADM MINIMUM 2 MSP PROTECTED DIRECTIONS- BASE EQUIPMENT (COMMON CARDS, CROSS- CONNECT/CONTROL CARDS, OPTICAL BASE CARDS, POWER SUPPLY CARDS, POWER CABLING, OTHER HARDWARE & ACCESSORIES INCLUDING SUB-RACK, DDF, MDF (AS APPLICABLE), PATCH CORD, TERMINATION EQUIPMENT DROP INSERT MUX FULLY EQUIPPED, SUBSCRIBER LINE INTERFACE CARDS, PVC/HUME DUCTS, TELEPHONE RECEIVER, OTHER HARDWARE AND ACCESSORIES REQUIRED FOR INSTALLATION OF EQUIPMENT FULLY EQUIPPED EXCLUDING OPTICAL INTERFACE CARDS/SFP AND TRIBUTARY CARDS	1	SET	Mention as "Quoted"	Mention GST %
2	SUPPLY- FIBRE OPTIC COMMUNICATION SYSTEM - OPTICAL LINE INTERFACE CARD FOR L4.2	2	NO	Mention as "Quoted"	Mention GST %
3	SUPPLY- FIBRE OPTIC COMMUNICATION SYSTEM - FOR REMOTE END-1-OPTICAL LINE INTERFACE CARD /SFP# FOR L4.2	1	NO	Mention as "Quoted"	Mention GST %
4	SUPPLY- FIBRE OPTIC COMMUNICATION SYSTEM - FOR REMOTE END-2 OPTICAL LINE INTERFACE CARD /SFP# FOR L4.2	1	NO	Mention as "Quoted"	Mention GST %
5	SUPPLY- FIBRE OPTIC COMMUNICATION SYSTEM - FOR LOCAL END- TRIBUTARY CARDS- E1 INTERFACE CARD (1 SET = MINIMUM 16 NOS. INTERFACES PER CARD)	2	SET	Mention as "Quoted"	Mention GST %
6	SUPPLY- FIBRE OPTIC COMMUNICATION SYSTEM - FOR LOCAL END- TRIBUTARY CARDS- ETHERNET INTERFACE 10/100 BASE T WITH LAYER-2 SWITCHING (MINIMUM 16 INTERFACES PER CARD)	2	NO	Mention as "Quoted"	Mention GST %
7	SUPPLY- FIBRE OPTIC COMMUNICATION SYSTEM - FOR LOCAL END- EQUIPMENT CABINET FOR SDH	2	NO	Mention as "Quoted"	Mention GST %

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Item number	Item Description	Item quantity	Unit of measurement	Unit Price (inclusive of F&I & Tax)	GST % applicable
8	SUPPLY- FIBRE OPTIC COMMUNICATION SYSTEM - FOR LOCAL END- NETWORK MANAGER SYSTEM- CRAFT TERMINAL- HARDWARE NOTE- 1 SET SHALL INCLUDE ALL REQUIRED HARDWARE /SOFTWARE FOR COMPLETE TMN/CRAFT TERMINAL SYSTEM AS SPECIFIED IN THE TECHNICAL SPECIFICATION. NMS FACILITIES FOR SDH EQUIPMENT SHALL INCLUDE MONITORING OF ETHERNET PORTS ALSO.	1	SET	Mention as "Quoted"	Mention GST %
9	SUPPLY- FIBRE OPTIC COMMUNICATION SYSTEM - FOR LOCAL END- NETWORK MANAGER SYSTEM- CRAFT TERMINAL- SOFTWARE NOTE- 1 SET SHALL INCLUDE ALL REQUIRED HARDWARE /SOFTWARE FOR COMPLETE TMN/CRAFT TERMINAL SYSTEM AS SPECIFIED IN THE TECHNICAL SPECIFICATION. NMS FACILITIES FOR SDH EQUIPMENT SHALL INCLUDE MONITORING OF ETHERNET PORTS ALSO.	1	SET	Mention as "Quoted"	Mention GST %
10	SUPPLY- FIBRE OPTIC COMMUNICATION SYSTEM - FOR LOCAL END- VOIP TELEPHONE INSTRUMENT WITH ONE COMMON SWITCH (MINIMUM 8 PORTS)	1	NO	Mention as "Quoted"	Mention GST %
11	SUPPLY- FIBRE OPTIC COMMUNICATION SYSTEM - DIGITAL TELE-PROTECTION COUPLER(DTPC) COMPATIBLE FOR INTERFACING WITH SDH/MUX INSTALLED	2	NO	Mention as "Quoted"	Mention GST %
12	SUPPLY- FIBRE OPTIC COMMUNICATION SYSTEM - APPROACH CABLE - 24 FIBRE (DWDM)	1000	MTR	Mention as "Quoted"	Mention GST %
13	SUPPLY- FIBRE OPTIC COMMUNICATION SYSTEM - FOR LOCAL END- FODP, 48 FIBER- INDOOR TYPE RACK MOUNTED COMPLETE WITH FCPC COUPLING & PIGTAILS	2	NO	Mention as "Quoted"	Mention GST %
14	SERVICES- FIBRE OPTIC COMMUNICATION SYSTEM - SAT & COMMISSIONING OF TELE- COMMUNICATION SYSTEM INCLUDING SUPERVISION OF INSTALLATION (LINK- WISE)	2	LOT	Mention as "Quoted"	Mention GST %

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Item number	Item Description	Item quantity	Unit of measurement	Unit Price (inclusive of F&I & Tax)	GST % applicable
15	SERVICES- FIBRE OPTIC COMMUNICATION SYSTEM - FOR LOCAL END- SPLICING OF FIBERS (LINK-WISE)	2	LOT	Mention as "Quoted"	Mention GST %
16	SPARES- FIBRE OPTIC COMMUNICATION SYSTEM - SDH EQUIPMENT ((STM-4 MADM MINIMUM 2 MSP PROTECTED DIRECTIONS)- - COMMON CARDS, CROSS-CONNECT/ CONTROL CARDS, OPTICAL BASE CARDS, POWER SUPPLY CARDS, POWER CABLING, OTHER HARDWARE & ACCESSORIES (EACH)	1	SET	Mention as "Quoted"	Mention GST %
17	SPARES- FIBRE OPTIC COMMUNICATION SYSTEM - OPTICAL LINE INTERFACE CARD FOR L4.2	1	NO	Mention as "Quoted"	Mention GST %
18	SPARES- FIBRE OPTIC COMMUNICATION SYSTEM - TRIBUTARY CARDS - E1 INTERFACE CARD (MIN.16 INTERFACES PER CARD)	1	SET	Mention as "Quoted"	Mention GST %
19	SPARES- FIBRE OPTIC COMMUNICATION SYSTEM - TRIBUTARY CARDS - ETHERNET INTERFACE 10/100 BASE T WITH LAYER-2 SWITCHING (MIN 8 INTERFACES PER CARD)	1	NO	Mention as "Quoted"	Mention GST %
20	SPARES- FIBRE OPTIC COMMUNICATION SYSTEM - VOIP TELEPHONE INSTRUMENT WITH ONE COMMON SWITCH (MIN. 8 PORT)	1	NO	Mention as "Quoted"	Mention GST %
21	SPARES- FIBRE OPTIC COMMUNICATION SYSTEM - PRE CONNECTORIZED OPTICAL FIBER PATCH CORDS(10 MTRS) â€” PACK OF SIX PATCH CORDS	1	SET	Mention as "Quoted"	Mention GST %

Signature & Seal of supplier



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SCHEDULE OF TECHNICAL DEVIATION

The following are the deviations/ variations exception from the Specification:

SL. No.	CLAUSE NO. OF GENERAL TERMS AND CONDITION	STATEMENT OF DEVIATION/ VARIATIONS/EXCEPTIONS

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 & Specifications

If there is NIL deviation, even then the format to be filled as **NIL DEVIATION**.

Note: Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this scheduled.Deviation mentioned in this scheduled shall only be considered.

SIGNATURE & SEAL OF SUPPLIER



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SCHEDULE OF COMMERCIAL DEVIATION

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

SL. No.	CLAUSE NO. OF GENERAL TERMS AND CONDITION	STATEMENT OF 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: Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this scheduled. Deviation mentioned in this scheduled shall only be considered.

SIGNATURE & SEAL OF SUPPLIER

Annexure-III- Check List for Supply bills

Name Of the Project							
Package Description							
Invoice No. & Date							
PO No. & date							
Sr. No	Documents Required	Copies	Check Points	Page no.	Vendor Remarks	Verification by MM	Verification by Fin
					(Y/N/NA)	(Y/N/NA)	(Y/N/NA)
1	Original for Buyer Invoice - GST compliant invoice	1 Original+2 Copy	1. Please ensure GST complaint invoice in original 2. Consignee address : BHEL C/o followed by site address 3. Item description and unit of quantity are matched with PO 4. Buyer address and GSTN No as required (TBG Noida or Nodal 5. PO No and date, LR No and date, Vehicle No and Project name 6. Invoiced quantity are not more than th PO quantity and MICC 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	1Original+2 Copy	1. 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/TBMM/TBCM is nedded 6. LR is readable 7. In case of photo copy, LR is verified by TBMM 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)	1Original+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	1Original+2C opy	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 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 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 valdity 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 Certifcate	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 6. In case of any discrepancy , consent of TBCM is required for processing the bill and amount will be deducted for invalid Insurance				
8	PVC (If applicable) Invoice is submitted along with the Despatch Invoice	1Original+2C opy	PVC (If applicable) Invoice is submitted along with the Despatch 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			1. LR No and date, Invoice No and date, Vehicle No and date , Site Name an address are mentioned 2. Date of receipt of material				

Check List for Supply bills

Name Of the Project							
Package Description							
Invoice No. & Date							
PO No. & date							
Sr. No	Documents Required	Copies	Check Points	Page no.	Vendor Remarks (Y/N/NA)	Verification by MM (Y/N/NA)	Verification by Fin (Y/N/NA)
	Material receipt Certificate		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							
10	Date Of Submission of Last Billing Document		Date to be mentioned		Not to be filled by vendor		
11	LD Calculation, if applicable, as per PO.		Calculation Sheet of LD due to delay in delivery is attached				
12	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. Withhel amount if any _____				
13	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 ref to sl 4 above), Engg/MM acceptance as to the completeness is enclosed.				
14	PO copy	1 Copy	PO copy with original seal and signature is attached along with amendment if any				
15	Dan	1 copy	Relevant DANs are attached duly signed by TBMM 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:

Item/Package Name :	
Enquiry No.:	
Project:	
Type of project	
Percentage of Local Content	<i>(Bidder to enter the applicable % of local content)</i>

Self-certification to be submitted in INR 100/- non judicial stamp paper

Format of Self certification regarding Local Content in line with PPP-MII order, 2017 & its revision dated 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 dated 15/06/2017, its revision dated 04/06/2020 and any subsequent modifications/ Amendments, if any.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/ BHEL or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for *(Enter the name of the Equipment/Item for Project)*.

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

That the goods/services/works supplied by me for *(Enter the name of the Equipment/Item for Project)* **contains.....%** *(mention the Local content in %age)* Local Content.

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

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

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

i Name and details of the Local Supplier
(Registered Office, Manufacturing unit location, nature of legal entity)

ii. Date on which this certificate is issued

Item/Package Name :	
Enquiry No.:	
Project:	
Type of project	
Percentage of Local Content	<i>(Bidder to enter the applicable % of local content)</i>

Self-certification to be submitted in INR 100/- non judicial stamp paper

- 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.>

Clause regarding 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 dated 23.07.2020

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not failing in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 - a. An entity Incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity Incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entitles incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country, or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of Individuals;
 4. Where no natural person is Identified under (1) or (2) or (3) above the beneficial owner is the relevant natural person who holds the position of senior managing official;
 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.

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 dated 23.07.2020

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/>)

Compliance to be submitted in INR 100/- non judicial stamp paper

Sub: 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
<i>1</i>	<i>We, M/s_____ have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We hereby certify that we are not from such a country.</i>	<i>Agreed</i>

(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)

Bidder's authorized signatory with stamp & seal

Compliance to be submitted in INR 100/- non judicial stamp paper

Sub: 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

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

Bidder's authorized signatory with stamp & seal

No.25-111612018-PG
Government of India
Ministry of Power
Shram Shakti Bhawan, Rafi Marg, New Delhi • — 110001
Tele Fax: 011-23730264

Dated 02/07/2020

ORDER

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

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

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

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

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



(Goutam Ghosh)

Director Tel: 011-23716674 To:

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

सेवा भवन, आर. के. पुरम-I, नई दिल्ली-110066 टेली: 011-26732257 ईमेल: ce-rndcea@nic.in वेबसाइट: www.cea.nic.in

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

Vendor Compliance format in bidder letter head

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

Enquiry No/ PO No & Date :
Project :
Name of items/Package :

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 dated 02.07.2020. The imported component(s), part or assembly item(s) does not carry any malware/Trojan etc.

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

Bidder's authorized signatory
with stamp & seal

INTEGRITY PACT-ANNEXURE XI

Bidders shall have to enter into Integrity Pact with BHEL, duly signed with seal in original, if specified in NIT / RFQ failing which bidder's offer shall be liable for rejection.

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner.

Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl.	IEM	Email
1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3	Shri Mukesh Mittal, IRS (retd.)	iem3@bhel.in

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

(1) Name: Mr. Manish Jain
Deptt: TBMM
Address: BHEL Noida
Phone: 0120 674 8484
Email: manish.jain@bhel.in

(2) Name: Mr. Sanjay Kumar Shukla
Deptt: TBMM
Address: BHEL Noida
Phone: 0120 674 8531
Email: skshukla@bhel.in

INTEGRITY PACT**Between**

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

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

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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 - Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

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

For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness:_____

(Name & Address) _____

For & On behalf of the Bidder/
Contractor

(Office Seal)

Witness:_____

(Name & Address) _____

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

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

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

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

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

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

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

We _____ BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

This Guarantee shall remain in force upto and including _____⁶ and shall be extended from time to time for such period as may be desired by Employer.

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

Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁷ we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed _____⁸
- b) This Guarantee shall be valid up to _____⁹
- c) Unless the Bank is served a written claim or demand on or before _____¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated _____ .
Place of Issue _____ .

Ref. BHEL/TBG/GTC/2016

Annexure for List of Banks (32 Nos.)

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



BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESS GROUP
MATERIAL RECEIPT CERTIFICATE

- a) Site:
b) LR No. with date:
c) Vehicle no.:
d) Date of receipt of material at site:
e) Material details (as mentioned below):

S.no.	Item Description	Type of Packages	Unit (MT/KM/NO.)	Qty as per packing list	Qty Received	Remarks

Other Remarks:

Signature with date: _____

Name & Designation: _____
(With Seal)

INSPECTION REQUEST

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

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

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

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

Signature
Name :
Contact No. :
Date :

Distribution :

1. Material Management , BHEL, New Delhi

Note :

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