

Help

Contract No: PE/PG/NSP/E-6970/2022, Dated 04.05.2022

Name of the Bidder/ Bidding Firm / Company :														
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) A. Notes :- 1.The fire sealing area indicated under Column "Order Quantity" above shall be considered for ordering purposes. Bidder shall indicate during detailed engineering, the quantity of material required to be supplied on per unit basis for each of the items mentioned, which shall be used for billing purposes of the supply portion after review and acceptance. However, the vendor shall supply the actual material necessary for meeting the specified area requirements as per type-tested arrangement without any commercial implication. 2. Successful bidder is responsible for estimation of additional quantities based on site conditions and work progress. The estimates shall be used by BHEL as inputs for clearing further quantities. These activities shall be completed within the overall contractual period. 3.Total price quoted for items 1 & 2 shall be used for price comparison purpose. 4.Unit prices for supply and installation shall be quoted in line with Sl. No. 3 of Section-I & Sl. No. 7.0 of section II of specification. 5. For Type Test requirements refer clause no. 3.0, 4.0 and 5.0 of Section-II of specification. 6- Material wise breakup of unit price (in % of main item unit price sl no. 1.01) to be indicated by bidder in unpriced bid against each of the materials required for completion of main items. Materialwise percentage break up indicated shall add to 100% of the unit price quoted for main item. If any of the material mentioned above is not applicable for the system offered by bidder, NIL may be indicated against the same in unpriced bid.														
NUMBER #	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	TEXT	NUMBE	NUMBE	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Order Quantity	Units	Quoted Currency in INR / Other Currency	BASIC RATE In Figures To be entered by the Bidder in Rs.	Total Ex-works Price Rs.	Freight rate in % of E-works Price	Freight Amount,as applicable in Rs	GST type (IGST/(CGST+SGST)	GST rate in %	GST amount in Rs.	TOTAL AMOUNT Without Taxes in Rs.	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	12	13	14	16	17	18	50	51	53	54	55
1	(A) MAIN SUPPLY-													
1.01	FSS-TYPE A FLOOR OPENINGS BELOW PANELS-1hrs	120	SQM	INR		0.00		0.00		0.00	0.00	0.00	0.00	INR Zero Only
2	(B) Erection & Commissioning													
2.01	FSS-TYPE A FLOOR OPENINGS BELOW PANELS-1hrs	120	SQM	INR		0.00				0.00	0.00	0.00	0.00	INR Zero Only
Total in Figures												0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only												

Validate

Print

Help

Item Rate BoQ**Tender Inviting Authority: Bharat heavy Electricals limited-Project Engineering Management, Noida****Name of Work: Fire Sealing System for 1 X 250 MW NSPCL ROURKELA PP-II Exp****Contract No: PE/PG/NSP/E-6970/2022, Dated 04.05.2022**

Name of the Bidder/ Bidding Firm / Company :	
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PRICE SCHEDULE- CIF

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	TEXT	NUMBER #	NUMBER	TEXT #
Sl. No.	Item Description	Order Quantity	UOM	CURRENCY AND COUNTRY OF IMPORT	CIF VALUE To be entered by the Bidder	TOTAL CIF VALUE	TOTAL AMOUNT In Words
1	2	4	5	8	13	14	55
1	(A) MAIN SUPPLY-						
1.01	Bidder to mentioend the imported item description	1.00	LOT	Bidder to mention		0.00	INR Zero Only
1.02	Bidder to mentioend the imported item description	1.00	LOT	Bidder to mention		0.00	INR Zero Only
1.03	Bidder to mentioend the imported item description	1.00	LOT	Bidder to mention		0.00	INR Zero Only
1.04	Bidder to mentioend the imported item description	1.00	LOT	Bidder to mention		0.00	INR Zero Only
Total in Figures							INR Zero Only
Quoted Rate in Words		INR Zero Only					

Help

Item Wise BoQ

Tender Inviting Authority: Bharat heavy Electricals limited-Project Engineering Management, Noida

Name of Work: Fire Sealing System for 1 X 250 MW NSPCL ROURKELA PP-II Exp

Contract No: PE/PG/NSP/E-6970/2022, Dated 04.05.2022

Name of the Bidder/ Bidding Firm / Company :

ANNEXURE-II (COST OF WITHDRAWAL)

(This BOQ template must not be modified/replaced by the bidder and the sample should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) **NOTES:**

1. Cost of Withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
2. All the bidders have to list out all their technical & commercial deviations (if any) in details in the above format.
3. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.
4. Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable. In absence of same, such deviation(s) shall not be considered and offer shall be considered in total compliance to NIT.
5. Bidder shall furnish price copy of above format along with price bid.
6. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
7. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
8. For deviations w.r.t. Credit Period, Liquidated damages, Firm prices if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VII of GCC, Rev-07 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
9. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.
10. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
11. Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.
12. In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive.
13. In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.

[illegible]

Material wise breakup of unit price: FIRE SEALING SYSTEM

S.NO	MAIN ITEM DESCRIPTION	UNIT	ORDERED QTY.	Unit Price (Rs.)	DESCRIPTION OF MATERIAL REQUIRED FOR COMPLETION OF MAIN ITEM	HSN/SAC Code	% Breakup of Unit price	QTY.
I)	SUPPLY							
1	FSS-TYPE A FLOOR OPENINGS BELOW PANELS-1hrs	SQM	120.00	V (Rs/sqm)	Board		% of V (Refer Note 6)	1 LOT
					Slab		% of V (Refer Note 6)	1 LOT
					Silicone Foam		% of V (Refer Note 6)	1 LOT
					Anchor Bolts		% of V (Refer Note 6)	1 LOT
					Cavity Fill		% of V (Refer Note 6)	1 LOT
					Any other material,if required		-	-
					a)		% of V (Refer Note 6)	1 LOT
					b)		% of V (Refer Note 6)	1 LOT
subtotal						V (Rs/sqm)		

Letter head of Company (<Rs. 10 Cr value)

Ref.....

Date.....

To,

Bharat Heavy Electricals Limited PEM,

PPEI Building, Plot No 25, Sector -16A,

Noida (U.P)-201301

Subject: -Certification regarding local content

Reference: Tender Enquiry No-.....

Name of Package:

Dear Sir,

We hereby certify that items offered by us of(package name).....for.....(Project Name/Rate contract)..... meets the requirement of minimum local content in line with Cl. No..... of NIT No..... dated..... and the Public Procurement (Preference to Make in India), Order 2017 dated-15.06.2017, 28.05.2018, 29.05.2019 , 04.06.2020 &16.09.2020.


Local Content-%

We further confirms that details of location at which the local value addition is made will be our registered works at(address of the works)


Yours very truly

.....(authorized signatory of company)

.....(firm name)


	CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन MAIN CONTRACTOR'S PROPOSAL CUM EVALUATION REPORT मुख्य संविदाकार प्रस्ताव सह मुल्यांकन रिपोर्ट		

Ref No: संदर्भ सं.:		Date: तिथि:	
i.	Main Contractor मुख्य संविदाकार		
ii.	Project परियोजना		
iii.	Package Name पैकेज का नाम	Package No पैकेज सं.	
iv.	Proposed Item/Scope of Sub-contracting उप-संविदा(अनुबंध) का प्रस्तावित मद/ दायरा		
v.	Item covered under निम्नलिखित के अंतर्गत शामिल मद	Schedule-1 /अनुसूची- 1	As per contract clause No- अनुबंध के अनुसार खंड सं.- -
		Schedule-2 अनुसूची- -2	
vi.	If item is Schedule-1 and proposed sub-vendor is indigenous, Main Contractor to explain how the contractual provisions will be fulfilled /यदि मद अनुसूची -1 है और प्रस्तावित उप-विक्रेता स्वदेशी है, तो मुख्य संविदाकार को स्पष्ट करना होगा कि संविदा/अनुबंध के प्रावधान कैसे पूरे किए जाएंगे		
vii.	Name and Address of the proposed Sub-vendor's works /प्रस्तावित सब-वेंडर का नाम तथा पता		
viii.	PO placement date/ Start of manufacturing (if self-manufactured) as per L2 network पीओ नियोजन की तिथि / एल- 2 नेटवर्क के अनुसार विनिर्माण (यदि स्व-निर्मित है) की शुरुआत		
ix.	Item Description (Type/Size/Rating/Scope of Sub-Contracting) मद का विवरण (प्रकार / आकार / रेटिंग / उप-अनुबंध का दायरा)	Total quantity of proposed item envisaged in this package (Nos/ Running Meters/ Kgs/ Tons etc) इस पैकेज में परिकल्पित प्रस्तावित मद की कुल मात्रा (संख्या / क्रियाशील मीटर / किलोग्राम / टन आदि)	Quantity proposed to be procured from proposed sub-vendor (Nos/ Running Meters /Kgs /Tons etc) प्रस्तावित उप-विक्रेता (संख्या / क्रियाशील मीटर / किलोग्राम / टन आदि) से खरीदी जाने वाली मात्रा
			Timeline for quantity requirements as per project schedule & whether the proposed Sub-vendor equipped with adequate capacity to supply proposed order quantity in time / परियोजना समय सूची के अनुसार मात्रा आवश्यकताओं के लिए समय-सीमा और क्या प्रस्तावित उप-विक्रेता समय पर प्रस्तावित मांग की मात्रा की आपूर्ति करने में पूरी तरह से सक्षम है


	CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन MAIN CONTRACTOR'S PROPOSAL CUM EVALUATION REPORT मुख्य संविदाकार प्रस्ताव सह मुल्यांकन रिपोर्ट

x.	<i>Supply experience of the proposed sub-vendor (including supplies to Main Contractor, if any) for similar item/scope of sub-contracting, for last 3 years (Note:- Only relevant experience details w.r.t. proposed item/scope of subcontracting to be brought out here)</i> पिछले 3 वर्षों के लिए उप-अनुबंध के समान मद / दायरे के लिए प्रस्तावित सब-वेंडर (मुख्य संविदाकार हेतु आपूर्ति, यदि कोई हो, सहित) का आपूर्ति अनुभव (नोट: - उप-अनुबंध के प्रस्तावित मद / दायरे के संबंध में केवल प्रासंगिक अनुभव के विवरण का उल्लेख हो)								
	Project/Package परियोजना/पैकेज	Customer Name ग्राहक का नाम	Supplied Item (Type/Rating/Model /Capacity/Size etc) आपूर्ति मद (प्रकार/रेटिंग /मॉडल /क्षमता/आकार आदि)	PO ref no/date पीओ संदर्भ सं. /तिथि	Supplied Quantity आपूर्ति की मात्रा	Date of Supply आपूर्ति की तिथि			
<i>We confirm that as per our assessment, the proposed sub-vendor has requisite capabilities & supply experience and is suitable for supplying the proposed item/scope of sub-contracting/हम अपने आकलन के अनुसार इस बात की पुष्टि करते हैं कि, प्रस्तावित उप-विक्रेता के पास अपेक्षित क्षमता और आपूर्ति करने का अनुभव है और उप-अनुबंध के दायरे /प्रस्तावित मद की आपूर्ति के लिए उपयुक्त है।</i>									
Name: नाम:		Desig: पद:		Contact No: दूरभाष सं.:		Sign: हस्ताक्षर:		Date: तिथि:	


Company's Seal/Stamp:- कंपनी का मुहर:-

	CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली
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i.	Item/Scope of Sub-contracting उप-संविदा(अनुबंध) का मद/ दायरा		
ii.	Address of the registered office पंजीकृत कार्यालय का पता 	Details of Contact Person संपर्क व्यक्ति का विवरण (Name, Designation, Mobile, Email) (नाम, पदनाम, मोबाइल, ईमेल)	
iii.	Name and Address of the proposed Sub-vendor's works where item is being manufactured प्रस्तावित उप-विक्रेता के कार्यों का नाम और पता, जहां मद का निर्माण किया जा रहा है 	Details of Contact Person: संपर्क व्यक्ति का विवरण (Name, Designation, Mobile, Email) (नाम, पदनाम, मोबाइल, ईमेल)	
iv.	Annual Production Capacity for proposed item/scope of sub-contracting उप-संविदा(अनुबंध) के प्रस्तावित मद / दायरे के लिए वार्षिक उत्पादन क्षमता		
v.	Annual production for last 3 years for proposed item/scope of sub-contracting उप-संविदा(अनुबंध) के प्रस्तावित मद / दायरे के लिए पिछले 3 वर्षों का वार्षिक उत्पादन		
vi.	Details of proposed works प्रस्तावित कार्यों का विवरण		
1.	Year of establishment of present works वर्तमान फैक्टरी की स्थापना का वर्ष		
2.	Year of commencement of manufacturing at above works उपरोक्त फैक्टरी में निर्माण कार्य शुरू होने का वर्ष		
3.	Details of change in Works address in past (if any) पूर्व में फैक्टरी स्थल में परिवर्तन का विवरण (यदि कोई हो)		
4.	Total Area कुल क्षेत्र		
	Covered Area शामिल क्षेत्र		
5.	Factory Registration Certificate फैक्टरी पंजीकरण प्रमाण पत्र		Details attached at Annexure – F2.1 विवरण अनुलग्नक- एफ 2.1 पर संलग्न है
6.	Design/ Research & development set-up डिजाइन / अनुसंधान और विकास सेटअप (No. of manpower, their qualification, machines & tools employed etc.) (श्रमिकों की		Applicable / Not applicable if manufacturing is as per Main Contractor/purchaser design) Details attached at Annexure – F2.2

	<p align="center">CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन</p> <p align="center">SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली</p>
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	संख्या, उनकी योग्यता, मशीन और उपलब्ध उपकरण आदि)	(if applicable) लागू / लागू नहीं, अगर विनिर्माण मुख्य संविदाकार / खरीददार के डिजाइन के अनुसार है) विवरण अनुलग्नक -एफ 2.2 पर संलग्न है। (यदि लागू हो)
7.	Overall organization Chart with Manpower Details (Design/Manufacturing/Quality etc) मैनपावर विवरण के साथ समग्र संगठन का चार्ट(डिजाइन / विनिर्माण / गुणवत्ता आदि)	Details attached at Annexure – F2.3 विवरण अनुलग्नक – F2.3 में संलग्न है।
8.	After sales service set up in India, in case of foreign sub-vendor(Location, Contact Person, Contact details etc.) भारत में बिक्री सेवा की स्थापना के बाद, विदेशी उप-विक्रेता के मामले में(स्थल, संपर्क व्यक्ति, संपर्क विवरण आदि)	Applicable / Not applicable लागू / लागू नहीं Details attached at Annexure – F2.4 विवरण अनुलग्नक -2.4 पर संलग्न है।
9.	Manufacturing process execution plan with flow chart indicating various stages of manufacturing from raw material to finished product including outsourced process, if any फ्लोचार्ट सहित विनिर्माण प्रक्रिया निष्पादन योजना, जिसमें आउटसोर्स प्रक्रिया, यदि कोई हो, सहित कच्चे माल से तैयार उत्पाद तक विनिर्माण के विभिन्न चरणों को दर्शाया गया हो,	Details attached at Annexure – F2.5 विवरण अनुलग्नक - F2.5में संलग्न है।
10.	Sources of Raw Material/Major Bought Out Item कच्चे माल के स्रोत / खरीदे हुए मुख्य मद	Details attached at Annexure – F2.6 विवरण अनुलग्नक - F2.6में संलग्न है।
11.	Quality Control exercised during receipt of raw material/BOI, in-process , Final Testing, packing कच्चे माल / खरीदे हुए मद, प्रक्रियाबद्ध, अंतिम परीक्षण, पैकिंग करते समय गुणवत्ता नियंत्रण	Details attached at Annexure – F2.7 विवरण अनुलग्नक - F2.7 पर संलग्न है
12.	Manufacturing facilities (List of machines, special process facilities, material handling etc.) विनिर्माण सुविधा(मशीनों की सूची, विशेष प्रक्रिया सुविधाएं, सामग्री रख-रखाव आदि)	Details attached at Annexure – F2.8 विवरण अनुलग्नक - F2.8में संलग्न है।
13.	Testing facilities (List of testing equipment) परीक्षण सुविधाएं(परीक्षण उपकरण की सूची)	Details attached at Annexure – F2.9 विवरण अनुलग्नक – F2. 9 में संलग्न है।
14.	If manufacturing process involves fabrication then- यदि निर्माण प्रक्रिया में फेब्रिकेशन की गई है तो- List of qualified Welders पात्र वेल्डर की सूची	Applicable / Not applicable लागू / लागू नहीं Details attached at Annexure – F2.10 विवरण अनुलग्नक - F2.10में संलग्न है।

	CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली
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	<i>List of qualified NDT personnel with area of specialization</i> विशेषज्ञता के क्षेत्र सहित पात्र एनडीटी कार्मिकों की सूची	(if applicable) लागू / लागू नहीं			
15.	<i>List of out-sourced manufacturing processes with Sub-Vendors' names & addresses</i> सब-वेंडर द्वारा बाह्य स्रोतों (उनके नाम और पते सहित) से करवाए गए निर्माण प्रक्रियाओं की सूची	<i>Applicable / Not applicable</i> लागू / लागू नहीं <i>Details attached at Annexure. –F2.11</i> विवरण अनुलग्नक - F2.10 में संलग्न है। <i>(if applicable)</i> (यदि लागू हो)			
16.	<i>Supply reference list including recent supplies</i> नवीनतम आपूर्ति सहित आपूर्ति संदर्भ सूची	<i>Details attached at Annexure – F2.12</i> विवरण अनुलग्नक - F2.12 में संलग्न है। <i>(as per format given below)</i> (नीचे दिए गए प्रारूप के अनुसार)			
Project/ package परियोजना /पैकेज	Customer Name ग्राहक का नाम	Supplied Item (Type/Rating/Model /Capacity/Size etc) आपूर्ति की गई वस्तु (प्रकार / रेटिंग / मॉडल / क्षमता / आकार आदि)	PO ref no/date पीओ संदर्भ सं. / तिथि	Supplied Quantity आपूर्ति की मात्रा	Date of Supply आपूर्ति की तारीख
17.	<i>Product satisfactory performance feedback letter/certificates/End User Feedback</i> उत्पाद के संतोषजनक प्रदर्शन संबंधी फीडबैक पत्र / प्रमाण पत्र / अंतिम उपयोगकर्ता फीडबैक	<i>Attached at annexure - F2.13</i> अनुलग्नक F2.13 पर संलग्न है			
18.	<i>Summary of Type Test Report (Type Test Details, Report No, Agency, Date of testing) for the proposed product (similar or higher rating)</i> प्रस्तावित उत्पाद (एक समान या उच्च रेटिंग वाले) के लिए टाइप टेस्ट रिपोर्ट (टाइप टेस्ट विवरण, रिपोर्ट संख्या, एजेंसी, जांच की तारीख) का सारांश <i>Note:- Reports need not to be submitted</i>	<i>Applicable / Not applicable</i> लागू / लागू नहीं <i>Details attached at Annexure – F2.14</i> विवरण अनुलग्नक - F2.14 में संलग्न है <i>(if applicable)</i> (यदि लागू हो)			
19.	<i>Statutory / mandatory certification for the proposed product</i> प्रस्तावित उत्पाद के लिए वैधानिक / अनिवार्य प्रमाणीकरण	<i>Applicable / Not applicable</i> लागू / लागू नहीं <i>Details attached at Annexure – F2.15</i> (if applicable) (यदि लागू हो)			
20.	<i>Copy of ISO 9001 certificate</i> आईएसओ 9001 प्रमाण पत्र की प्रति (if available) (यदि उपलब्ध हो)	<i>Attached at Annexure – F2.16</i> अनुलग्नक में संलग्न - F2.16 है			
21.	<i>Product technical catalogues for proposed item (if available)</i> प्रस्तावित मद के लिए उत्पाद तकनीकी कैटलॉग (यदि उपलब्ध हो)	<i>Details attached at Annexure – F2.17</i> विवरण अनुलग्नक - F2.17 में संलग्न है			

	CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन	
	SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली	

<i>Name:</i> नाम:		<i>Desig:</i> पद:		<i>Sign:</i> हस्ता क्षर:		<i>Date:</i> तिथि :	
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Company's Seal/Stamp:- कंपनी की मुहर / मोहर: -

Guidelines for Remote Inspection of PEM BOIs

1) OBJECTIVE:

To lay down the procedure for carrying out Remote Inspection of Bought-out Items (BOIs) for PEM suppliers wherever applicable.

2) SCOPE:

It will cover suppliers for packages of PEM BOIs for various project requirements.

Invitation is sent to the suppliers for remote inspection on applications like MS Teams, Webex, etc. by BHEL.

3) MINIMUM REQUIREMENTS AT SUPPLIER'S WORKS:

- i. Uninterrupted internet services
- ii. Good internet bandwidth (Min 100 Mbps)
- iii. Good resolution camera (2 nos) – one preferably CCTV (static at one place) and one hand hold (moving)
- iv. Smart phone with minimum 8MPi camera front and back both with optical zoom facility suitable for using web applications like Webex, MicroSoft (MS) Teams, etc.
- v. Computer and Scanner with good resolution
- vi. Digital signatures of supplier's Quality Engineer
- vii. Availability of web applications like Webex, MicroSoft (MS) Teams, as required.
- viii. All Test certificates, internal test reports, calibration reports, etc. for the items offered for inspection.
- ix. Availability of the above to be submitted to BHEL two days in advance before inspection.
- x. Dedicated team from supplier side for facilitating inspection requirements.
- xi. For ensuring proper visibility, the suggested Portable lighting sources (torch/ electric LED bulb of minimum 15 W) with no glare is to be ensured at offered job, location for remote inspection/testing. This is to be verified before start of the inspection.
- xii. The GPS location co-ordinates or any method to locate inspection location shall be captured indicating the location of the Vendor-Premises of remote inspection/testing.

4) MINIMUM REQUIREMENTS AT BHEL and CUSTOMER LOCATION :

- i. Uninterrupted internet services
- ii. Suitable internet bandwidth
- iii. Digital signatures wherever required.
- iv. Availability of web applications like Webex, MS Teams, etc. as required.
- v. Clearance from customer for conducting remote inspection

5) PROCEDURE:

- i. Supplier will raise the inspection call in BHEL - CQIR portal.
- ii. Supplier shall ensure availability of minimum requirements at supplier's works as mentioned above at point 3.

- iii. Before starting the inspection, the supplier shall submit the documents (TCs, internal test reports and calibration certificates as per approved QAP) two days before the date of inspection for review by BHEL and supplier shall coordinate with BHEL and if found satisfactory, inspection shall be considered for remote.
 - iv. Prior to commencement of remote inspection a pre inspection meeting shall be organised by BHEL inspector with supplier to ascertain the readiness for remote inspection.
- 6) During inspection, supplier shall share the location on Google maps for verifying the address of the manufacturer. Location may be captured by BHEL as screenshot.
- i. Inspection shall be on the basis of approved Quality Plans and associated reference documents mentioned.
 - ii. For witnessing inspection, supplier shall bring the mobile video camera near to the surface of the equipment or as per requirement of the inspector for clarity in viewing the test/ equipment which shall be the responsibility of supplier. Supplier shall ensure that proper lighting is available during live video streaming.
 - iii. Before start of the inspection, inspector shall ensure that all instruments shall have valid calibration report. Supplier shall ensure use of digital instruments preferably for inspection to the extent possible.
 - iv. Details of suppliers's dedicated team handling the remote inspection shall also be incorporated in the CQIR.
 - v. All details of inspection/ testing referred documents shall be mentioned in the CQIR. Recording of remote inspection shall be maintained by the BHEL inspector and this recording (unedited) shall be maintained at BHEL system for a minimum period of 3 years or till the warranty period whichever is later.
 - vi. PEM (Engineering) shall accord final technical clearance, in case of any deviation in inspected item noticed during inspection.
 - vii. Inspection shall be conducted by PEM-Q&BE assigned inspector along with PEM-Engg (if required). CQIR shall be prepared and maintained by PEM-Q&BE.
 - viii. PG will issue MDCC on the basis of acceptance of inspected items along with accepted packing photographs as per contract provisions.
- 7) **UNDERTAKING BY VENDOR:** Material inspected through remote inspections is meeting all technical requirements of BHEL. In case of any discrepancy from the above procedure/ material inspected, if found later, vendor will replace the materials without any cost implication to BHEL.
- 8) Vendor shall provide the signed and stamped of the above guidelines to BHEL as a token of acceptance.

No.25-11/6/2018-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
4. Comptroller and Auditor General of India
5. Chairperson, CEA
6. CMDs of CPSEs/Chairman of DVC & BBMB/MD, EESL/DG, NPTI/DG, CPRI/DG, BEE/
7. All ASs/JSs/EA, MoP

Copy:

1. PS to Hon'ble PM, Prime Minister's Office
2. PS to Hon'ble MOS(IC) for Power and NRE
3. Sr. PPS to Secretary(Power)

**No.11/05/2018-Coord.
Government of India
Ministry of Power**

**Shram Shakti Bhawan, New Delhi
Dated the 23rd July, 2020.**

ORDER

Sub: Measures for contributing towards 'Atmanirbhar Bharat' and 'Make in India' through phased indigenisation in Power Sector.

Whereas Ministry of Power after analysis of data relating to import of the equipment in power sector and consultations with the stakeholders engaged in manufacturing of the equipment as well as developers of power projects in generation, transmission, and distribution, has taken note of the fact that despite Government of India policy of 'Make in India', many equipment in this sector are being imported even though sufficient domestic manufacturing capacity and competition exists.

Whereas DPIIT from time to time since 2017 has issued orders with the latest version issued vide No.P-45021/2/2017-PP (BE-II) on 04.06.2020 to promote Make in India and domestic manufacturing of goods and services in India with a view to enhancing income and employment and the said order needs to be fully implemented in power sector.

Whereas, for power sector to become an integral part of national campaign of 'Atmanirbhar Bharat' and to contribute to 'Make in India' policy of Government of India, it is essential that developers in the generation, transmission, and distribution of power, are also encouraged to effectively and wholeheartedly contribute in this endeavor.

Whereas Power is a sensitive and strategically important sector and is a critical infrastructure for development of our country, as our national defense, vital emergency services, critical national infrastructure, communication, data services, health services, logistics, manufacturing etc. all depends on reliable power supply and any possibility of malware/cyber threat in the power systems leads to vulnerability with the potential of bringing down the whole system with consequential impact on all other sectors of our country. Therefore, 'Atmanirbhar Bharat' has a much higher level of significance for this sector. Therefore, there is a need to encourage, adopt and use only 'Make in India' equipment/materials/parts/items in the power sector in order to protect the safety and security of our country.

Now therefore the following order is issued:

1. This order is issued in consonance with the order of the DPIIT referred above.
2. All equipment/materials/parts/items required in the power sector which are domestically manufactured with sufficient domestic capacity shall necessarily be used from the domestic manufacturers only as per the extant provisions of the Public Procurement (Preference to Make in India) Orders issued by DPIIT and MoP.

Contd.....2/-

3. In respect of equipment/materials/parts/items wherein domestic capacity is not available and imports are inevitable, the MoP shall list out all these equipment and prepare an Action Plan for their indigenisation over a specified time frame of 2-3 years. For this an enabling policy framework through support to Start-ups, phased manufacturing programme, vendor development, Research & Development, tax & other incentives needs to be developed.
4. Till such time indigenous manufacturing capacity for all equipment/materials/parts/items required in the power sector are developed, the goods so imported shall be tested in certified laboratories designated by MoP to check the presence of any embedded malware/trojans or other cyber threats and also to check adherence to Indian Standards. For testing of goods from prior reference countries, the testing protocol shall be approved by Ministry of Power (MoP).
5. Ministry of Power shall prepare an 'Approved list of Models and Manufacturers' (ALMM) in power sector. All Power Projects which are bid out as per the standard bidding guidelines will be required to procure equipment from manufacturers figuring in the approved list.
6. Financing from REC and PFC will be structured in such a manner that lower rates of interest will be charged on the developers who will use domestically manufactured equipment.

This issues with the approval of Hon'ble MoS (IC) for Power and NRE.



(R.K. Das)

Under Secretary to the Government of India
Tel. No.011-23752495

To:

1. All Ministries/ Departments of Government of India (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. PS to Hon'ble PM, Prime Minister's Office
4. Vice Chairman, NITI Aayog
5. Director General, Comptroller and Auditor General of India
6. Secretary, DPIIT, Chairman of Standing Committee for implementation of Public Procurement Order, 2017
7. Joint Secretary, DPIIT, Member-Convener of Standing Committee for implementation of Public Procurement Order, 2017
8. Chairperson, CEA
9. CMDs of CPSEs/ Chairmen of DVC & BBMB/ MD of EESL/ DG(NPTI)/ DG(CPRI)/ DG(BEE)
10. All JSs/ EA, MoP

Copy to:

1. PS to MoS (IC) for Power and NRE
2. Sr. PPS to Secretary (Power)
3. Sr. PPS to Additional Secretaries in MoP

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

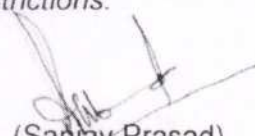
161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

- To,
- (1) Secretaries of All Ministries/ Departments of Government of India
 - (2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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 23rd 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*

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
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. 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

- 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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(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.

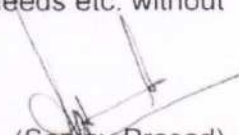
Government E-Marketplace

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.

5/12

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.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) 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

6/12

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*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. 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;
 - iii. 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.**

7/12

- 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.]

8/12

Annex II: Special Cases

- A. Till 31st 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.

9/12

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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- 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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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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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
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

No. F.18/5772020-PPD
 Government of India
 Ministry of Finance
 Department of Expenditure
 Procurement Policy Division

512, Lok Nayak Bhawan,
 New Delhi. Dated the 8th February 2021

OFFICE MEMORANDUM

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


Attention is invited to this Department's Order (Public Procurement No.1) issued vide OM F.No.6/18/2019-PPD dated 23.07.2020. As per para 11 of the Order, in case of 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. However, no such restriction is stipulated in the Order regarding other procurements i.e. procurement of Goods, Services, etc.

2. This office is in receipt of representations seeking clarification whether it is permitted for the bidders to procure raw material or components/ sub-assemblies or the finished goods etc. from the vendors from the countries sharing land borders with India.

3. In this context following is hereby clarified:

- i A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub-contracting".
- ii However, in case a bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

4. This is issued with the approval of Secretary (Expenditure).


 Kotluru Narayana Reddy
 Deputy Secretary to the Govt. of India
 Tel.: 24621305
 Email: kn.reddy@gov.in

To

- (1) Secretaries of All Ministries/ Departments of Government of India,
- (2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi.

SPECIAL CONDITIONS OF CONTRACT (REV -01)**1 X 250 MW ROURKELA PP-II EXPANSION**

These Conditions shall be read and construed along with General Condition of Contract enclosed along with the tender enquiry. In case of any conflict or inconsistency, the condition given in special condition of contract shall prevail over the general condition of the contract.

Sl. No.	Title	Description
1	Project Name	1 X 250 MW ROURKELA PP-II EXPANSION
2	Nature of Project	Domestic
3	Customer	NTPC-SAIL POWER COMPANY PRIVATE LTD (NSPCL)
4	Consultant	MECON LIMITED
5	Consignee Address	BHARAT HEAVY ELECTRICALS LTD (BHEL), 1 X 250 MW ROURKELA PP-II EXPANSION- EPC PACKAGE, NTPC-SAIL POWER COMPANY PRIVATE LIMITED, DISTT. SUNDARGARH, ODISHA-769011 (LR SHOULD BE IN THE NAME OF BHEL)
6	BHEL Site Office Address	CONSTRUCTION MANAGER BHEL SITE OFFICE – 1 X 250 MW ROURKELA PP-II EXPANSION- EPC PACKAGE, NTPC-SAIL POWER COMPANY PRIVATE LIMITED, DISTT. SUNDARGARH, ODISHA-769011
7	Mode of Dispatch	Road
8	BHEL clearance for road transport required	For all Transport By Road
9	BHEL Clearance for Despatch	Yes, MDCC shall be issued by BHEL-PEM/Customer
10	Road Permit Required	Online road permit is applicable for this project. Prescribed format (to be provided at execution stage) duly filled up by the vendor to be submitted to BHEL-PEM for arranging road permit from customer
11	Freight	PREPAID BASIS (shall be considered for evaluation)
12	BHEL CST Details	CST : ND - 5341151 w.e.f. 01/07/2006 UP TT : ND – 0345307 w.e.f. 01/07/2006 UP TIN : 09765702874
13	Customer CST Details	Details for Rourkela :- a) TIN : 21762000157 b) CST : 21762000157 c) Service Tax Reg No : AABCN5467AST005 NSPCL Head office TIN : 07796936233

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SPECIAL CONDITIONS OF CONTRACT (REV -01)**1 X 250 MW ROURKELA PP-II EXPANSION**

14	Dispatch Markings	<p>Supplies under each of following headings shall be packed in separate boxes:-</p> <p>Main Supply along with Commissioning spares OR Mandatory Spares</p> <p>Each box shall be marked on all sides with Capital letters in "RED" indicating the "PEM SUPPLY (Main Supply along with Commissioning spares or Mandatory Spares)" for 1 X 250 MW ROURKELA PP-II EXPANSION.</p> <p>Each package delivered under the Contract shall be marked by vendor as per details listed below and such marking must be distinct and in English language (all previous irrelevant markings being carefully obliterated) for the purpose of identification. Each and every box (package) shall be marked with following:-</p> <ol style="list-style-type: none"> 1) Name and address of consignee, 2) Project Name 3) Package Name & Vendor Name 4) BHEL-PEM PO No and Date, 5) Gross weight and Net weight of the package, 6) Packing No: (e.g. 1/10, 2/10, 3/10.....when there are 10 packages for one consignment. 7) Packing shall bear a special marking 'TOP', 'BOTTOM', 'DO NOT TURN OVER', "KEEP DRY", "HANDLE WITH CARE", etc <p>IMPORTANT:- Following documents shall be put inside each box:-</p> <ul style="list-style-type: none"> • One copy of respective standard manufacturer's erection instruction / O&M manual shall be kept in each package / container for immediate reference by BHEL site and same shall be reflected in packing slip also • One copy of the Packing list indicating the item dispatched (with their weights). <p>Items like pumps, Valves, Hoists, Cranes, etc. shall essentially have O&M Manuals and E&C guidelines (wherever applicable) shall be enclosed in the packing box and the same shall also be reflected in packing slip.</p> <p>Each mandatory spare shall be properly tagged giving details i.e. item number of the equipment in line with the CUSTOMER approved BBU for Mandatory spares & Numbers per item (to match the description given in the packing slip) to facilitate their proper identification by ultimate customer NSPCL. One Copy of Packing list must be put inside the Box along with Manufacturing drawing no. reference, catalogue reference.</p>
15	Prior Dispatch Intimation	<p>One set consisting of dispatch document (Vendor's invoice, LR copy, packing list/challan indicating the items dispatched with their weights, Insurance intimation letter and photographs of packing/boxes showing dispatch markings as per SI No 14) shall be sent to following:-</p> <ol style="list-style-type: none"> a) BHEL-PEM (PG I-2) – Both in soft as well as hard copy b) BHEL Site Office c) Underwriters (Insurance Company) <p>It is Vendor's responsibility to ensure availability of trucks well in advance where</p>

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		consignment will require more number of trucks to be deployed for dispatch. No concession for non-availability of trucks, after having given dispatch clearance shall be admissible
16	Transit Insurance	By BHEL. Vendor to intimate the underwriters quoting the insurance policy no as per SI No 17
17	Details of Policy No & Underwriters	To be informed Later
18	Unloading at site	<p>a) By BHEL site office for supply packages. b) By vendor for Turnkey i.e. supply and Erection & Commissioning packages</p> <p>NOTE: - Please note that unloading of materials at site shall take at least 3-4 days. As such, transporters to be advised suitably before dispatch of materials in this regard. Also, no claim on a/c of delay in unloading before this period shall be entertained. Prior intimation as mentioned in S. No. 15 above is solicited.</p>
19	Storage and Movement of material within site	<p>a) By BHEL site office for supply packages. b) By vendor for Turnkey i.e. supply and Erection & Commissioning packages</p> <p>No movement of loose materials shall be allowed. Items are to be properly packed to ensure proper and safe transportation & storage at site.</p>
20	Documents Required (For Supply payment) DIRECT PAYMENT (Original + 4 copies)	<p>For payment, the supplier/vendor shall provide following documents to BHEL/PEM – Project Group</p> <p>a) Original Invoice along with copy of Excise Invoice b) LR/GR/RR (Consignee copy) c) Packing List indicating quantity & Gross weight/ Net weight and ref. of LR d) Vendor COC/ Customer Cleared CHP (if applicable) e) BHEL & Customer MDCC (if applicable) f) Guarantee Certificates g) Copy of letter addressed to Insurance Co.</p> <p>Note: i). Four (4) sets of above documents are required for vendor payment in addition to documents required as per GCC of N.I.T</p>
21	Concessional Custom Duty against Essentiality Certificate (EC)	<p>Essentiality Certificate, issued by NSPCL, shall be passed on to vendors through BHEL for the items Identified by BHEL during enquiry / NIT stage (Limited to the CIF content indicated in PO) for availing Concessional custom duty as applicable for imported contents under project import route.</p> <p>Vendor shall indicate the list of imported items, quantity, CIF value in Indian Rupee and Foreign currency, Amount of CD, rate of CD along with the country of import in their bid. Request for additional CIF other than the original bid submitted with enquiry/NIT shall not be entertained by BHEL during contract execution stage.</p> <p>If CIF is available for a specific package then, the same shall be mentioned in the NIT of that package.</p>

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SPECIAL CONDITIONS OF CONTRACT (REV -01)**1 X 250 MW ROURKELA PP-II EXPANSION**

Vendor shall quote ED separately in the price bid at applicable rate and ED will be reimbursed to vendor by BHEL. For both **Main Supply** and **Mandatory Spares**, consideration of quoted ED in evaluation shall be intimated during techno-commercial evaluation of the bid.



Vendor shall quote CST/ VAT (whichever applicable) separately in the price bid and CST/VAT shall be reimbursed to vendor by BHEL. For both **Main Supply** and **Mandatory Spares**, consideration of quoted CST/ VAT in evaluation shall be intimated during techno-commercial evaluation of the bid.



Form-C for claiming concessional sales tax (CST) shall be provided by BHEL against E I / E II Forms, which shall be submitted by Vendor. VAT on intra -state dispatches shall be paid subject to conditions specified in Annexure – I.

Vendor to quote Service Tax at applicable rate & amount and the evaluation criteria for the same shall be as follows:

- For Turnkey Package (E&C in vendor's scope): Service Tax on E&C shall not be considered for evaluation but Swachh Bharat Cess will be considered for evaluation.
- For Supply (in PEM scope) packages: Service Tax on all jobs shall be considered for evaluation.

Following information shall be provided by vendor in the Service Tax Invoice:-

- a) Vendor Service Tax Registration No. (15 digits)
- b) Nature of Service and its code
- c) Name and address of Service provider (Vendor)
- d) Name and address of Service receiver (BHEL)

Entry tax is not to be quoted by the vendor as the same shall be paid directly by NSPCL (end customer) to the concerned sales tax authority.

In case of Order on foreign supplier, the Taxes Duties in the country of dispatch shall be borne by Foreign Bidder & to be accounted in the prices quoted to BHEL/PEM/NOIDA.

The taxes duties applicable in India shall be borne by BHEL/PEM/NOIDA as port clearance/handling in India shall be done by BHEL-PEM/ BHEL ROD Mumbai for the direct order placed by PEM to the foreign bidder.

Taxes & Duties

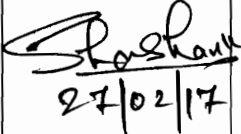
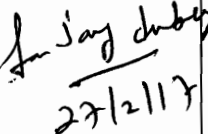
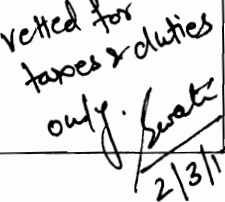
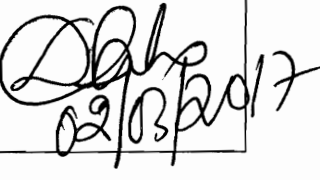
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BHEL / PEM / PG-I-2**SPECIAL CONDITIONS OF CONTRACT (REV -01)****1 X 250 MW ROURKELA PP-II EXPANSION**

23	Inspection Agency (For Domestic Supplies)	Vendor shall give inspection call on BHEL-CQS web site to applicable inspection agency with a copy of inspection call to BHEL-PEM (PG-I-2) for arranging Customer participation (if applicable) in inspection / Joint inspection on the proposed date with an advance notice of 15 working days. Inspection charges shall be paid by BHEL-PEM.
24	Inspection Agency (For International Supplies)	<p>In case of Imported Supplies, advance notice of 30 days for participation in inspection (if applicable, in line with approved QAP/ Customer Hold Points) shall be given by vendor. Third party inspection agency shall be informed to vendor by BHEL-PEM.</p> <p>Test Certificates / Inspection reports (as applicable) duly accepted by the Inspection agency in line with approved QAP/ Customer Hold Points shall be submitted to BHEL/PEM, NOIDA. The above Inspection reports / Test certificates shall be reviewed by PEM-Engineering in line with the Technical Specifications & Approved Data sheets and then sent to M/s NSPCL for their clearance. The dispatch clearance (MDCC) by Customer shall be given to the Foreign supplier (or their representative in India) through BHEL/PEM after acceptance of above test certificates by Customer.</p> <p>Inspection charges shall be borne by the vendor and the same shall be included in his offer to BHEL-PEM.</p>
25	Submission of Final Drawings/ Documents along with O & M Manual, Type test certificates (if any)	As per GCC / Technical Specification / Kick off meeting
36	Delivery Order document submission	To effect sale in transit, bidder shall have to obtain format of Delivery Order document (attached with SCC) duly filled in by purchaser at the time of issue of MDCC. The filled in delivery order document shall form part of LR issued and shall be carried by the transporter to the destination along with consignment.

	PREPARED BY	CHECKED & REVIEWED BY	VETTED BY	APPROVED BY
NAME	SHASHANK MISHRA	SANJAY KUMAR DUBEY	SWATI NAIR	D SAHA
DESIGNATION	SR ENGR / PG-I-2	SR MGR / PG-I-2	SR A.O./FINANCE	AGM & DH / PG-I-2
SIGNATURE & DATE	 27/02/17	 27/2/17	 Vetted for taxes & duties only. Swati 2/3/17	 02/03/2017



ANNEXURE - I

In order to avail the benefit of input tax credit available to BHEL in case of VAT leviable on intra-state transaction between BHEL and vendor, & to fulfill the compliances as per requirements of applicable State's VAT law, the following modality shall be applicable:

BHEL has identified a nodal agency in each State to take care of VAT compliances in the State in which project is located. For the subject project nodal agency shall be :

Name of BHEL Unit :- BHEL SITE OFFICE, NALCO CPP

Address:- BANARAL P.O. 1, ANGUL DT, ODISHA- 759128

TIN No. :- 21031301916

Nodal agency is defined as Buyer and BHEL/ PEM shall be paying agency in such cases, where VAT is applicable.

Vendors' original tax invoice for intra State transactions is one of important documents for availing Input Tax credit. In this regard the following may be noted by all vendors for strict compliance:

- As a general rule, a tax invoice must be original, must contain vendor's TIN No with full address, invoice no & date, product description with unit rate, quantity, value, VAT rate, VAT amount, gross value of bill, **buyer i.e. BHEL's address with TIN No.** (as given above) special marking like "Original" and/or "valid for input credit"/ Buyer can take credit against this" etc as per applicable State VAT law.
- Please note that BHEL's address and TIN to be mentioned in vendors tax invoice shall be **principal place of business & applicable TIN No. of nodal agency of BHEL, as given above.** In no case the vendors, invoices shall be addressed to BHEL PEM nor shall they contain our TIN. However for payment purposes, the invoice may mention BHEL PEM as paying authority.
- As original tax invoice of vendors are to be furnished to nodal unit for assessment/VAT audit purposes, extra copy of Original invoice is required to be submitted by vendors for retaining with PEM bank payment voucher.
- Original tax invoice along with extra copy of Original Tax invoice in line with respective state VAT law shall be essential document to be submitted by vendor for claiming payment.
- Vendor shall also furnish a certificate/statement/document as prescribed under applicable State VAT law. Please note that some of the States requires additional certificate/documents e.g. Haryana requires certificate in form C-4 in addition to original tax invoice.
- Please note that reimbursement/payment of VAT shall be subject to furnishing of VAT compliant tax invoice and other certificate/document as per applicable State VAT law.
- Tax invoice must show VAT rate & VAT amount separately and in no case all inclusive prices is to be shown in the tax invoice since input credit is not admissible in case VAT is not indicated separately.
- In case vendor is unable to furnish VAT compliant tax invoice & other certificate/document, VAT shall not be reimbursed by BHEL.
- Where the supplies are made from within the same state where the project is located, the vendor has to provide VAT Tax Invoice for such supplies even if the price quoted is all inclusive.

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27/02/17

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BHEL / PEM / PG-I-2

SPECIAL CONDITIONS OF CONTRACT (REV -01)

1 X 250 MW ROURKELA PP-II EXPANSION

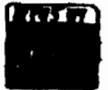


Project Engineering
Management

Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

POWER SECTOR, PROJECT ENGINEERING MANAGEMENT
Power Project Engg. Institute, Plot No. 28, Sector 18 - A,
HRDI & ESI Complex, NOIDA 201 301 (UP)



No.: Our Po ref no.
Date: (To be filled by
Vendor/supplier)

To,

The _____ (Transporter)

M/s _____ (supplier), has despatched goods through you covered by RR/LR
No. _____ dated _____.

Under contract goods are to be delivered to M/s _____ (customer)
since the same has been sold by us to them as subsequent sale.

We authorise you to deliver the said goods to M/s _____
_____ (customer) or to his order.

We indemnify you against any loss, claim or whatsoever that may accrue to you in delivering the
aforesaid goods to M/s _____ (customer)

—(Sign & stamp)_____ BHEL

Date —(To be mention by vendor)— Time _____