



**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEEP HARIDWAR INDIA-PIN 249403**  
**FAX NO: 0091 1334 226462/223948**  
**PHONE NO: 0091 1334 281478**

**Tender No.: F/T235/2019/0529/L/1**

**Date of Enquiry: 18.06.2019**

**Due Date: 10.07.2019**

**Sub: BHEL-HEEP/OPEN-TENDER (Titanium Welding Wire)**

The Heavy Electricals Equipment Plant (HEEP) located in Haridwar, India is one of the major manufacturing plants of Bharat Heavy Electricals Ltd. The core business of HEEP includes design and manufacture of large steam and gas turbines, turbo generators and so on.

Sealed tenders with the Tender No. and opening date clearly super scribed on the cover are invited from the manufacturers (registered as well as unregistered) for the supply of the following items: -

S.No	Tender No.	Material Description	Qty.
1	F/T235/2019/0529/L1	HW7799996366 GTAW TITANIUM WELDING WIRE 'ER TI-2'IN CUT LENGTH AS PER SPECIFICATION-ASME,SEC-IIC, SFA 5.16 OR EQUIVALENT DRG:DIA-2.0X1000 MM	600 Kg

The tender documents & Specification of item can be downloaded from our web site [www.bhel.com](http://www.bhel.com), [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.bhelhwr.co.in](http://www.bhelhwr.co.in).

**Only those vendors who fulfill the Minimum Qualifying Requirements (as per Annexure-I) will be considered for further technical evaluation.**

**Important Date & Time:**

- Enquiry Issue Date: 18.06.2019
- Last Date of Tender Documents Download: 09.07.2019 (11:45 PM)
- Last Date of Tender Document Submission: 10.07.019 (before 1:45 PM)
- Tender Opening Date: 10.07.2019 (2:00 PM)

**Please note that tender received after due date & time (i.e. 01.45 PM on 10.07.2019) will not be opened. BHEL will not be responsible for any type of postal / courier delay.**

**Earnest Money Deposit (EMD):**

Intending vendors must submit the requisite EMD Rs. 100000/- (Rupees one Lacs Only) for indigenous vendors (or equivalent amount in foreign currency for foreign vendors) in the form of pay order or bank draft while submitting the tender documents as detailed in "Instruction to Bidders", after downloading from this web site. In case of foreign bidders, e-payment may also be accepted as EMD. Details of BHEL account as per following-

Bank Details	SWIFT Details of bank	Contact Details of Banker
STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE : 249403	SWIFT NO : SBININBB225 CC ACCOUNT NO : 10667995458 IFSC CODE : SBIN0000586	Name: Sh. Sudhir Sharma Design: Chief Manager (IBD) Contact No. +91 1334 224201 +91 1334 226125 Fax: +91 1334 226512

Tender No.: F/T235/2019/0529/1

EMD is waived off for-

- a) Central/ State – PSUs/ Government departments
- b) As per government guidelines, MSE suppliers are exempted for submission of EMD (Valid Documentary proof against MSE must be submitted along with offer to avail the benefits).
- c) The vendors registered for item Titanium Welding Wire PMD WT541 with BHEL, HEEP, Haridwar are also exempted from EMD

**The total quantity may undergo change at the time of ordering.**

The details of each item with required delivery are given in Annexure-II (Details of Items)

Please submit your Techno-Commercial offer only for the above requirement subject to our terms and conditions.

Tender will be opened at 2 PM on the due date in the presence of authorized representative of the bidders who may like to be present. The authorized representative should bring authority letter from those who have quoted offers in this tender for attending the bid opening.

**KINDLY READ “INSTRUCTIONS TO BIDDERS.” QUOTATION NOT IN ACCORDANCE WITH THE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.**

**MINIMUM QUALIFICATION REQUIREMENT**

**Titanium Welding Wire**

Following are the mandatory requirement. Offer of Vendors not meeting these requirements will not be considered.

➤ **Technical Requirements-**

**Pre-Qualification requirements (PQR)**

1. Only those vendors (OEM or their authorized dealer) who have manufactured & supplied GTAW Titanium Welding Wire “Er Ti-2” in cut length as per specification ASME, Sec-II.C. SFC 5.16 or equivalent in the past 5 years (on time of opening of tender) as only eligible to quote.
2. Vendor to submit at least one performance certificate from their customers for satisfactory performance of supplied welding wire as said at point 1 above along with the contact detail of their customer including Phone no and email ID of contact person
3. Vendor has to submit test report of earlier supplied wire from which performance certificate will be submitted by vendor

➤ **Quality Requirements-**

- Testing and certification is required as per Ordering Standard/documents.

**Note-** Technical as well as quality requirements is applicable for all vendors.

**Vendors must fill up Annexure– I in confirmation to above Minimum Qualifying Requirements and quality requirement.**

## ESSENTIAL INSTRUCTIONS

1. **BHEL team may visit the vendor (s) works for verification of capability and capacity claimed in tender documents/offer (s).**
2. **The tender document must comprise of four envelopes:**
  - i. Envelope I : EMD or Udyog Aadhar Memorandum for exemption of EMD.
  - ii. Envelope II : Pre- Qualifying Requirement
  - iii. Envelope III : Techno -Commercial Bid.
  - iv. Envelope IV : Price Bid.

**It is essential that all the four envelopes comprising of the above information should be submitted on or before the due date otherwise the authenticity of tender date & time will be defeated. In view of the above, it is proposed that offer should comprise of the above four envelopes at the time of tender opening.**
3. The tenders shall be submitted in two parts
  - i. Part I - EMD or Udyog Aadhar Memorandum for exemption of EMD, Pre- Qualifying Requirement & Techno -Commercial Bid
  - ii. Part II - Price Bidas described below on or before the due date.
4. Documents submitted with the offer/bid by the bidder shall be signed and stamped in each page by authorized representative of the bidder. In case the bid is submitted by FAX, the bidder shall simultaneously ensure submission of signed and stamped (in each page) original bid to BHEL. If the documents are received in soft form, the same should be transmitted through vendor's authorized e-mail followed by the signed and stamped copy of the same documents. Documents not signed and stamped in each page by the authorized signatory of the bidder, shall not be accepted and considered for evaluation of the bid.
5. Any corrections / amendments shall be properly & fully authenticated with signature. No overwriting is acceptable.
6. In case of ordering, manufacturing plan should be submitted for BHEL approval.
7. Part-I (Techno -Commercial Bid) containing Envelope I, II & III will be opened on the date and time specified in the tender notice in the presence of those vendors who wish to attend.
8. Part-II (Price Bids) containing Envelope IV along with supplementary price bids, if necessary, will be opened at a later date of only those bidders whose techno-commercial bid has been found acceptable.
9. Suitability of delivery shall be the important criteria for evaluation of techno commercial bid and the bids falling within the delivery period and meeting the last delivery requirement.
10. Currency exchange rate will be applicable on the date of opening of Part-I (Techno-commercial Bid) for evaluation purpose.
11. **Evaluation of Bid: - The bid shall be evaluated**
  - a. **Cost to BHEL basis. (Basic Cost + Insurance + Transportation + Duty)**
  - b. **The loading, if any, on account of LD penalty, delivery term, payment terms etc. will be as per General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries for Indian & Foreign Vendor (Annexure- VI & VII respectively) or any other cost determined at later stage, which shall be communicated to the vendor.**
  - c. **Evaluation of comparative statement will be done on item wise basis after combining DEEC & PI quantity and order will be placed accordingly.**
12. Tenders when finalized shall be in the name of the bidder only and change of name during tender evaluation (without certificate from registrar of company) and after submission of the tender is liable to make the offer ineligible for participation.
13. All test certificates to be submitted in TRIPLICATE along with dispatch documents.
14. BHEL reserves the right to open the price bid (part-II) along with the opening of techno-commercial offer at its option and in that case vendor will be informed accordingly.
15. **BHEL reserves the right to go for reverse auction. Vendors are requested to give their best price. In case of failure of reverse auction, the paper bid shall be processed. 'Guidelines for Reverse Auction are available at following link- [http://www.bhel.com/vender\\_registration/vender.php](http://www.bhel.com/vender_registration/vender.php)**
16. Total weight--/Gross/Net in Kg & also package size essentially should be indicated if not exact then approximate.
17. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors. **The offers of those bidders, who are unable to respond in specified time frame, are likely to be ignored.**

**SPECIAL INSTRUCTIONS FOR BIDDER:**

Procurement directly from Manufacturers/ suppliers shall be preferred. However, in case of submission of offer through agents including dealers/ traders/ distributors/ stockiest/ Channel partners etc. on behalf of manufacturer or the manufacturer themselves insists for making suppliers through their such agents only, following guidelines will be followed.

- a. Either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both.
- b. In case bids are received from both the manufacturer / supplier and the agent, the bid received from agent shall be ignored.
- c. The agent shall not allow to represent more than one manufacturer / supplier in the same tender.
- d. Agent should submit the authorization letter from the manufacturer clearly indicating details like Name, e-mail and address of manufacturer and relationship with agent and its validity. The authorization letter should be tender specific.
- e. In case order is to be placed and executed by agent following are criterial should be met:
  - i. Manufacturer of the agent should meet the PQR as defined in tender for PQR for manufacturers.
  - ii. Agent should have annual turnover of more than Rs 50 Lakhs . in one financial year and the net worth of the agent should be positive. In support of qualification under this criterial bidders (agent) should submit Audited balance for last three conductive years / D&B Report / Credit form Report.
  - iii. Manufacturer and bidder / agent should jointly confirm Guarantee for the quality of product and timely delivery.

**Note: Please visit our site [www.bhelhwr.co.in](http://www.bhelhwr.co.in) for General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries for Indian & Foreign Vendor (Annexure- VI & VII respectively). All the bidders/vendors must ensure compliance of these latest GISTC. GISTC can also be referred by login to B2B Portal for BHEL approved Vendors.**

**Link for GSITC for Indian Bidder and foreign Bidder (Please check for latest version)**

[https://www.bhelhwr.co.in/bhelweb/GISTC\\_INDIAN.jsp](https://www.bhelhwr.co.in/bhelweb/GISTC_INDIAN.jsp)

[https://www.bhelhwr.co.in/bhelweb/GISTC\\_FOR.jsp](https://www.bhelhwr.co.in/bhelweb/GISTC_FOR.jsp)

**IN CASE YOU ARE NOT MAKING AN OFFER AGAINST THIS ENQUIRY, THEN PLEASE ARRANGE TO SEND A LETTER OF REGRET.**

**DETAILS OF COMPOSITION OF PART-I (TECHNO-COMMERCIAL BID) AND  
PART-II (PRICE BID)**

**PART-I (TECHNO-COMMERCIAL BID) shall comprise of following documents:**

- a. Confirmation to Minimum Qualification Requirement and Quality Requirement as per Annexure-I.
- b. Complete technical offer as per specification, drawings, technical requirement along with un-priced bid.
- c. Delivery schedule.
- d. Validity of offer to be indicated.
- e. **Annexure- III** - Compliance sheet for technical/commercial terms and conditions for two-part tender.
- f. **Deviation with reference to specification/drawing, if any, should be clearly indicated on a separate sheet.**
- g. Details of activity outsourced.

**PART -II (Price Bid)**

- a. Price bid as per format at Annexure V with prices to be submitted as part-II of the tender.
- b. Prices should remain firm till the execution of the order.
- c. **In case of foreign vendors, Bidders need to quote their prices on CFR any sea port in Mumbai in Euro/USD/JPY/UK Pound/SF/Singapore Dollar or any other internationally freely tradable currency only.** The name of the currency should be clearly indicated in your bids.
- d. **Prices are to be written in both Figures & Words. In case of any difference between the two, the figure written in words shall be considered for evaluation. No over writing in this is acceptable.**

**MARKING OF ENVELOPE:**

- Each envelop is to be super scribed as “TENDER FOR “**TITANIUM WELDING WIRE**” AGAINST TENDER NO. **F/T235/2019/0529/L/1** DUE ON **10.07.2019**.
- Drafts for EMD or proof of e-payment to be kept in one envelop – Envelop I. On the Top of the envelope, please write Draft No., Issuing Bank Details & Amount. Those vendors who are quoting for more than one tender must submit a statement in the envelops of all those tenders giving details of all the tenders being quoted. However, the draft of each tender should be kept in individual tender envelop.
- Pre- Qualification Documents are to be kept in one envelope – Envelope II.
- Techno-Commercial Bid and duly filled signed & stamped Integrity Pact as per Annexure-IV to be kept in another envelop – Envelop-III & to be marked as Techno-Commercial Offer.
- Above Envelops I, II & III are to be sealed in one Envelope and marked as Part-I (Techno-Commercial Bid).
- Price Bid as per Annexure V to be kept in another envelope-IV & to be marked as Part-II (Price Bid).
- Part- I & II are to be kept in one envelop super scribed as “TENDER FOR “**TITANIUM WELDING WIRE**” AGAINST TENDER NO. **F/T235/2019/0529/L/1** DUE ON **10.07.2019**

**ANNEXURE-I**  
**Minimum Qualification Requirement for TITANIUM SHEET/STRIP**

Following is the mandatory requirement. Offer of Vendors not meeting these requirements will not be considered.

➤ **Technical Requirements-**

Sl. No.	Technical Requirement	Vendor's confirmation (Y/N)
1	Only those vendors (OEM or their authorized dealer) who have manufactured & supplied GTAW Titanium Welding Wire "WR Ti-2" in cut length as per specification ASME, Sec-II.C. SFC 5.16 or equivalent in the past 5 years (on time of opening of tender) as only eligible to quote.	
2	Vendor to submit at least one performance certificate from their customers for satisfactory performance of supplied welding wire as said at point 1 above along with the contact detail of their customer including Phone no and email ID of contact person	
3	Vendor has to submit test report of earlier supplied wire from which performance certificate will be submitted by vendor	
<i>Note- This is applicable for all vendors.</i>		

➤ **Quality Requirements-**

Sl. No.	Quality Requirement	Vendor's confirmation (Y/N)
1	Testing and certification is required as per Ordering Standard/documents.	
<i>Note- This is applicable for all vendors.</i>		

Signature with stamp

Name:

Name of Firm:

Designation:

Date:

**ANNEXURE-II**  
**(Item Details and Delivery Schedule)**

<b>S.No</b>	<b>Material Code</b>	<b>Material Description</b>	<b>Total Qty.</b>	<b>Lot Qty. &amp; Delivery</b>
1	HW7799996366	GTAW TITANIUM WELDING WIRE 'ER TI-2'IN CUT LENGTH AS PER SPECIFICATION-ASME,SEC-IIIC, SFA 5.16 OR EQUIVALENT DRG:DIA-2.0X1000 MM	600 KG	1/10/2019

NOTE:

1. THE QUANTITY INDICATED ABOVE CAN BE INCREASED/ DECREASED.

### ANNEXURE-III

#### COMPLIANCE SHEET FOR TECHNICAL/COMMERCIAL TERMS AND CONDITIONS FOR TWO PART TENDER

**PLEASE FILL THIS ANNEXURE & ATTACH WITH YOUR TECHNO-COMMERCIAL BID.**

Offer must be sent in two separate sealed envelopes containing techno-commercial offer in one envelope marked "TECHNO-COMMERCIAL BID" and prices in second envelope marked "PRICE-BID". Both the envelopes must be contained in the main envelope. Tender name and due date to be marked on all the envelopes.

You are requested to kindly confirm /clarify the following:-

S. No.	Description	Vendor's Confirmation
1	Vendor to confirm that they meet each & every clause of our specifications/Drawings.	YES / NO
2	If "No" to serial number 1, vendor to specify each deviated clause & submit in a separate sheet.	
3	Vendor to list out on a separate sheet any activity which is outsourced. Please furnish details of out sourced vendor.	
4	<b>Validity: confirm that validity of the offer shall be 90 days from the date of tender opening.</b>	YES / NO
5	Confirm that un-priced part of price bid is enclosed with technical commercial offer	YES / NO
6	Confirm delivery quoted as per enquiry	YES / NO
7	<b><u>For foreign Vendors-</u></b> Confirm that you have quoted your rates with CFR Landing Port. <b><u>For Indigenous Vendors-</u></b> Confirm that you have quoted your rates on FOR Destination basis.	YES / NO
8	Confirm that Loading Port has been mentioned.	YES / NO
9	Confirm that prices shall be firm and fixed throughout delivery period.	YES / NO
10	Confirm that payment term shall be "100% payment after receipt and acceptance of material at BHEL HEEP- Store Haridwar".	YES / NO
11	Penalty for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies. Value of delayed supplies will mean the Gross Value payable to the vendor (Before LD) against such supplies excluding taxes and duties.	YES / NO
12	Confirm that all test certificates to be submitted as per BHEL specification. in TRIPLICATE along with dispatch documents.	YES / NO
13	Right of acceptance – BHEL reserves the right to reject any or all quotations without assigning any reasons thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Vendors should be prepared to accept order for reduced quantities without any extra charges. Vendor should also be prepared for giving discount in case of increase in quantity.	YES / NO
14	Confirm specifically that material shall be supplied as per tender documents.	YES / NO
15	Ink signed order acceptance shall be furnished within 15 days of order placement.	YES / NO

16	Confirm if there is Indian agency commission.	YES / NO
17	Please confirm to participate in Reverse Auction.	YES / NO
18	Packing & Forwarding charges are inclusive in price quoted.	YES / NO
19	Confirm to send original ink signed copy of offer, if offer has been sent through email or FAX or photocopy has been submitted.	YES / NO
20	Annexure IX of Risk Purchase Clause with addition to the clause 18 of GISTC of Risk Purchase is applicable. Kindly confirm.	YES / NO

**ANNEXURE- V**  
**Price Bid Format**

S. No	Material Code	Material Description	Qty.	FOR/ CFR Unit Rates	FOR/ CFR Total Value
1	HW7799996366	GTAW TITANIUM WELDING WIRE 'ER TI-2'IN CUT LENGTH AS PER SPECIFICATION-ASME,SEC-IIC, SFA 5.16 OR EQUIVALENT DRG:DIA-2.0X1000 MM	600 Kg		

## NOTE:

- Indian Vendors to quote in INR on FOR Haridwar and foreign vendors to quote on CFR any sea port in Mumbai or FCA basis to the named airport in Euro / USD / JPY / UK Pound / SF / Singapore Dollar or any other Internationally freely tradable currency only. The name of the currency should be clearly indicated in your bids.
- Any other Charges are to be quote separately.

**ANNEXURE- VI**

**General Instructions and Standard Terms & Conditions (GISTC)  
For Indian Bidders**

**ANNEXURE-VII**

**General Instructions and Standard Terms & Conditions (GISTC)**

**For Foreign Bidders**

## ANNEXURE-VIII

### Certificate by Chartered Accountant on letter head

This is to Certify that M/s .....  
(hereinafter referred to as 'company') having its registered office at .....is  
registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part- II)  
.....dtd:.....,  
Category:.....(Micro/Small).(copy enclosed).

Further verified from the Books of Accounts that the investment of the company as  
on date .....as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:  
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED act, 2006:  
Rs.....Lacs

**(Strike off whichever is not applicable)**

The above investment of Rs .....Lacs is within permissible limit of Rs..... Lacs for  
.....micro / small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro / Small) (**Strike off whichever is not applicable**) and the date of graduation of such enterprises from its original category is .....  
(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprises from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant

**Annexure IX**  
**Risk Purchase Clause**

In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfilment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract.

Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:

1. Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
3. Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reason attributable to the contractor/ supplier.
4. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
5. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
6. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

***#In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.***

**Risk and Cost against Balance Work:**

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

Where,

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

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

**H** = Overhead Factor to be taken as 5

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

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

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

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

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

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

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

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

**LD against delay in executed work/supply in case of Termination of Contract**

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

Method for calculation of "LD against delay in executed work/supply" is given below.

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

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

**Annexure X**  
**SELF CERTIFICATION**

As per Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 & P-45021/2/2017-PP (BE-II) dated 28.05.2018, it is hereby certifying that we ..... (supplier name) are local supplier and will meet the requirement of minimum local content (50%) defined in as above orders for the material against Enquiry No.

.....  
Details of location at which local value addition will be made is as follows:  
.....

.....  
We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Supplier