

**BHARAT HEAVY ELECTRICALS LTD.
(TRANSMISSION BUSINESS GROUP)**

NOTICE INVITING TENDER

Subject:	Tender for supply and supervision of ETC of Circuit Breakers for various Powergrid projects.
Project:	1. Substation Package SS-01 for (i) 765/400/220kV Bikaner-III Pooling Station including 400kV class Bus Reactor at Bikaner-II S/s; (ii) Extension of 765kV Neemrana-II S/s for termination of 765 kV D/c line Neemrana-II–Bikaner-III T/L and (iii) Extension of 400kV Bikaner-II S/s for termination of 400kV Bikaner-II Bikaner-III T/L under “Transmission system for evacuation of power from Rajasthan REZ Ph-IV (Part-1) (Bikaner Complex) 2. Substation Package SS01 for (a) Extn. of 765kV Sikar-II Substation, (b) Extn. of 765kV Khetri Substation; associated with “Transmission system for evacuation of power from REZ in Rajasthan (20 GW) under Phase III-Part D”
Customer	Powergrid Corporation of India Limited

SPECIAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

**BHARAT HEAVY ELECTRICALS LTD.
(TRANSMISSION BUSINESS GROUP)**

SPECIAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

IN CASE ANY DISCREPANCY BETWEEN THE REQUIREMENTS MENTIONED UNDER SPECIAL TERMS & CONDITIONS AND GENERAL TERMS & CONDITIONS, SPECIAL TERMS AND CONDITIONS SHALL PREVAIL.

THIS IS TO BE SUBMITTED DULY SIGNED AND STAMPED BY BIDDER. CLAUSE-WISE DEVIATIONS AND / OR ADDITIONAL CONDITIONS / CLARIFICATIONS, IF ANY, ARE TO BE BROUGHT OUT CLEARLY IN "SCHEDULE OF COMMERCIAL DEVIATION". DEVIATIONS AND / OR ADDITIONAL CONDITIONS / CLARIFICATIONS, IF ANY, MENTIONED ELSEWHERE IN THE BID / OFFER, SHALL NOT BE CONSIDERED.

SL. NO.	TERMS AND CONDITIONS
1.	INSTRUCTION TO BIDDERS
	<p>1.1 Sealed bids are invited for the items mentioned in the tender enquiry conforming to the NIT including Technical Specifications. Bids should be typed and free from overwriting and erasures. Corrections or additions / deletions, if any, must be clearly written and attested, otherwise offer may be rejected.</p> <p>1.2 Tender is invited through e-Procurement System only. The bidder shall submit their bid through e-Procurement platform only at (https://eprocurebhel.co.in/). Bidders participating through e-procurement portal for this tender should have Class-III Digital Signature Certificate (DSC) for Signing & Encryption of bids issued by any of the valid Certifying Authorities (approved by Controller of Certifying Authorities) in India.</p> <p>1.3 Offer Submission Date & Time: 01.03.2024, 11:00 Hrs IST, Offer Opening Date & Time: 01.03.2024, 16:00 Hrs IST</p> <p>The critical Dates of tendering activities shall be provided separately during tendering processes.</p> <p>Address of tender Issuing Authority: - BHARAT HEAVY ELECTRICALS LIMITED, Transmission Business Group, 5th Floor, BHEL Sadan, Plot No. 25, Sector-16a, Noida – 201301 (U.P.)</p> <p>1.4 For any technical clarification, kindly contact: Mr. Jai Kumar Soni, DGM (TBEM) Phone: +91 (0) 0120- 6748534, E-mail: jaik@bhel.in</p>

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	<p>1.5 For any commercial clarification, kindly contact: Mr. Deep Shekhar Dewangan, Dy. Manager (TBMM); Phone: +91 (0) 0120- 6748450, E-mail: dsdewangan@bhel.in</p>
2.	PACKAGE
	<p>Following two packages are covered in this tender enquiry:</p> <p>(i) Package-I: 765kV Circuit Breakers for various projects (ii) Package-II: 420kV/ 245kV/145kV/ 72.5 kV rating Circuit Breakers</p> <p>Bidders may submit offer for Package-I or Package-II or both. Evaluation of package shall be done as per clause no. 17 of STC.</p>
3.	TECHNICAL SPECIFICATION
	<p>(i) Package-I: Technical specification no. TB-424-316-001A is applicable. (ii) Package-II: Technical specification no. TB-424-316-001B is applicable.</p>
4.	PRE QUALIFYING CRITERIA FOR OPEN TENDER
	<p>i) The Technical Pre-Qualification criteria is as per ANNEXURE-I (A) & I (B) ii) The Financial Parameters for Pre-QUALIFYING CRITERIA shall be as per ANNEXURE-I (C)</p> <p>Note:</p> <p>(1). Bidder must submit all supporting documents along with their offer. No deviation against this enquiry is acceptable, else offer shall be rejected.</p> <p>(2). All documents (including third party documents/supporting documents) in language other than English, certified translated copy in English language should also be furnished.</p> <p>(3). Offers will be scrutinized based on the qualifying requirements and only those who are technically and financially capable to execute the job and who fulfil the prequalifying requirements (PQR) are eligible to quote against above NIT.</p>
5.	PRE-BID MEETING
	<p>Pre-bid meeting shall be held on 22.02.2024, 1430 HRS at following address:</p> <p>BHEL, Transmission Business Group 5Th Floor, Plot No: 25, Sector-16A, Noida-201301, UP, India</p>
6.	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)
	NIL

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7.	<p>PRICES:</p> <p>(i) The prices as quoted in price schedule shall be on Firm basis.</p> <p>(ii) The prices shall be on INR basis.</p> <p>(iii) The prices are to be quoted on FOR (Site / Destination) basis excluding GST. The break-up of prices shall be as under:</p> <p>a) Ex-works Price: Ex-works price including packing & forwarding charges.</p> <p>This is a composite tender enquiry for various substations therefore supply/ services of same material/ items (i.e. items with same material code) may be appearing for different substation/ location. Bidder may please note that supply/ services ex-works price quoted for same items (i.e. items with same material code) for different substation should be same. In case it is found that any bidder has quoted different supply/ services ex-works prices for same item (with same material code), then the lowest quoted supply/ services ex-works price for that particular item(s) shall be considered for ordering purpose.</p> <p>b) Freight & Insurance: Freight and Transit Insurance for door delivery up to destination/store is in scope of bidder. Freight and insurance are to be quoted separately.</p> <p>c) Charges for Supervision of Erection, Testing & Commissioning (ETC) at Site: To be quoted separately if specified in NIT/Price Schedule.</p> <p>(iv) GST rates along with HSN/SAC code as applicable on Sr No (a) to (c) above is to be mentioned separately in percentage in both un-priced bid and price bid.</p> <p>Note:</p> <p>i) The purchase order shall be placed on Ex-works basis. F&I (Freight & Insurance) up to site shall be in the scope of bidder.</p> <p>ii) Prices quoted shall be in Indian Rupees only.</p> <p>iii) Unloading at Site / Destination shall not be in the scope of the bidder.</p> <p>iv) Prices in respect of Sr No (a) to (c) of Clause 7.3 above are to be quoted inclusive of all taxes & Duties, charges. Levies, royalty etc. If any, excluding GST.</p>
8.	<p>PRICE BID FORMAT</p>
	<p>Bidder to quote their best prices strictly in BHEL's prescribed format of NIT, else their offer shall be liable to be rejected. Bidder has to mention "quoted" (in each applicable cell) in UN-PRICED BID. In case that cell is Not Applicable, "NA" must be mentioned in that particular cell. Prices shall be mentioned in Price bid schedule only. In case during detailed engineering stage, wherever, it is mentioned as NA (not applicable), is to be supplied, bidder shall supply the same without any cost and delivery implication to BHEL.</p>

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9.	TERMS OF PAYMENT
	<p>[A] Payment for Supply: 95% of payment along with 100% GST & F&I shall be made within 45 days for MSE (Micro & Small Enterprises) / within 60 days for Medium Enterprises / within 90 days for non MSME suppliers from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:</p> <ul style="list-style-type: none"> • LR / GR duly endorsed by BHEL Site Official. • Material Receipt Certificate issued by BHEL Site Official • GST Compliant Tax Invoice • Packing List (Case-wise) • Copy of Transit Insurance Certificate from underwriters. • Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management • Guarantee Certificate • Performance Security <p>ii) Balance 05% of payment shall be made within 45 days for MSE (Micro & Small Enterprises) / within 60 days for Medium Enterprises / within 90 days for non MSME suppliers from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:</p> <ul style="list-style-type: none"> • Claim Invoice • Certificate of successful completion of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management • Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management <p>Note 01: In case commissioning of Circuit Breaker gets delayed beyond 06 months from the date of last delivery of purchase order for the reasons not attributable to supplier, supplier may claim this 5% payment of supply portion by furnishing following documents:</p> <ul style="list-style-type: none"> • Claim Invoice • Copy of certificate issued by BHEL site in charge, confirming that delay in Commissioning is not attributable to supplier (to be arranged by BHEL TBG) • Copy of Bank Guarantee of equivalent value initially valid for 6 months from the date of submission of invoice with additional claim period of two months. In case commissioning is not successfully completed before expiry of Bank Guarantee, BG shall be kept suitably extended till successful commissioning of circuit breakers.

SPECIAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT**[B] Payment for Supervision of Erection, Testing & Commissioning (ETC):**

100% Payment for Supervision of Erection, Testing & Commissioning along with applicable GST shall be made on prorated basis within 45 days for MSE (Micro & Small Enterprises) / within 60 days for Medium Enterprises / within 90 days for non MSME suppliers against certificate of successful completion of supervision of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management from the date of receipt of GST Compliant Tax invoice in 3 sets (original + 2 copies).

Note:

- i) Supplier has to submit invoice(s) as per PO along with billing checklist (Annexure-III).
- ii) In case of Transit Insurance under Open Insurance Policy, Intimation / Declaration of Transit Insurance as per terms of the relevant Open Insurance Policy along with copy of Open Insurance Policy from underwriters shall also be acceptable.
- iii) Supplier has to ensure commencement of transit insurance from the date not later than LR / GR date.
- iv) Supplier has to submit Tax Invoice(s). Supplier should ensure that Tax Invoice should comply all statutory requirements under GST Law to enable BHEL to avail input credit
- v) MSMED Act, 2006 and the rules made thereunder as amended from time to time shall be applicable for release of payment to suppliers qualified & registered as Micro & Small Enterprises based on documents mentioned in the NIT for MSME.
- vi) Supplier has to submit Performance Security & Guarantee Certificate as per PO terms.
- vii) In case any shortages and / or damages in supplies, an amount calculated based on comments against Material Receipt Certificate issued by the BHEL Site Official shall be withheld from the supply payment to be deemed fit by BHEL subject to a minimum of 10% of the total ex-works value of the invoice corresponding to the LR / GR against which any shortages and / or damages are reported. The withheld amount shall be released after the shortages and / or damages in supplies are supplied / replenished against Certification by BHEL Site Official.
- viii) Payment of GST component shall be made only if vendor has deposited the Tax and credit for the same is reflected in GSTN (GST Network). In case credit of the same is not reflected in GSTN, vendor may alternatively furnish BG of GST Amount for a period valid for not less than 1 month. In case of disallowance of credit /non reflection of credit in GSTN, amount will be recovered from supplier along with applicable Interest, penalty etc. from any of his dues.
- ix) If GST is payable by BHEL on reverse Charge Mechanism basis, vendor should ensure the submission of GST compliant Tax invoice immediately on dispatch/ performance of service. In case of non-compliance any additional charges towards interest, penalty etc. will be to vendors account.
- x) TDS under GST Act, if applicable, shall be deducted unless Exemption Certificate If applicable, from the appropriate authority is furnished to BHEL along with Invoice.

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10.	<p>GUARANTEE</p> <p>The contractor shall guarantee that the equipment being supplied under this contract shall be new and of first quality workmanship and equipment / material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design & engineering, material, workmanship & manufacture and in full conformity with the Purchase Order / Contract, Technical Specifications & approved drawings / data sheets, if any, for 18 months from the date of last delivery OR Sixty (60) months from the date of Taking Over/Completion of Facilities, whichever is later. For purpose of guarantee, date of taking over/ completion of facilities is fixed as 21 months from date of PO for Bikaner-II & III, Neemrana-II and 15 months from date of PO for Sikar-II & Khetri.</p> <p>For the purpose of this clause, the measurable defects as per the Technical Specifications shall also be considered for Circuit Breaker.</p> <p>The defective equipment / material / component shall be replaced free of cost at site. Freight & Insurance during transit shall also be in the scope of the supplier / contractor. Any expenditure for dismantling and re-erection of the replaced equipment / material / component shall be to supplier's / contractor's account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days from the date of reporting the defect / rejection etc.</p> <p>In the event of the supplier / contractor failing to replace the defective equipment / material / component within the time period mentioned above, the same shall be considered as breach of the contract and BHEL may proceed as per provision mentioned in this NIT without prejudice to any other rights under the contract.</p>
11.	<p>PERFORMANCE SECURITY</p> <p>Performance security of 10% of Total Ex-works value (excl. Supervision charges) shall be submitted by the vendor within 30 days from the date of award of PO. Performance security shall be submitted separately for each PO. Ex-works PO value (excl. Supervision charges) at the time of placement of PO shall be considered for calculation of the performance security amount.</p> <p>"Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms and conditions defined in NIT / Contract, from the bills along with due interest."</p> <p>(A) Modes of deposit:</p> <p>Performance security may be furnished in the following forms:</p> <p>(i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of BHEL -TBG, Noida. Bank Account details for EFT mode is mentioned in EMD clause.</p>

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Bank Account details for submission of performance security through EFT mode.

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	TRANSMISSION BUSINESS GROUP, 5TH FLOOR, BHEL SADAN, PLOT NO. 25, SECTOR-16A, NOIDA – 201301 (U.P.)
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH	CAG-II NEW DELHI (17313)
CITY	NEW DELHI
ACCOUNT NUMBER	00000030206227732
ACCOUNT TYPE	CASH CREDIT
IFSC CODE	SBIN0017313

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

(B) Forfeiture of performance security

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

Important Notes:

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

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	<p>(5) Value of the Bank Guarantee shall remain unchanged for any subsequent variations in Purchase Order value up to $\pm 30\%$. Beyond this variation of $\pm 30\%$, the Supplier shall arrange to enhance or may reduce the value of the Bank Guarantee accordingly for the total variation promptly.</p> <p>(6) The Bank Guarantee shall be from any bank as per Annexure-XIV for List of Banks. The original BG should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida.</p> <p>(7) Extension of validity of the BG in original, as per above clause, should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida at least 45 days before expiry of validity of the BG.</p> <p>(8) Non-submission BG / Deposit, as applicable, shall be considered as breach of contract as per terms of the NIT and BHEL reserves the right to impose Suspension of Business Dealings with the Supplier / Contractor.</p> <p>(9) Vendor to ensure submission of Certificate of Final Documentation /Confirmation regarding Non-applicability of Final Documentation, as the case may be, as referred in clause No. 9 regarding Final Documentation. BG shall be released only after submission of the same to BHEL TBMM.</p>
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12. DELIVERY LOCATION

	<ol style="list-style-type: none"> 1. 765/400/220kV Bikaner-III Pooling Station (Rajasthan) 2. Extension of 765kV Neemrana-II S/s (Rajasthan) 3. Extension of 400kV Bikaner-II S/s (Rajasthan) 4. Extension of 765kV Sikar-II Substation, (Rajasthan) 5. Extension of 765kV Khetri Substation (Rajasthan) <p>Actual site location and consignee details shall be shared with successful bidder(s) during project execution.</p>
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13. DELIVERY PERIOD

	<p>Proposed delivery plan:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sl. No.</th> <th style="width: 20%;">Project Name</th> <th style="width: 30%;">Package-I (765kV CB)</th> <th style="width: 30%;">Package-II (420kV & Below)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Bikaner-II</td> <td>NA</td> <td>December'24</td> </tr> <tr> <td>2</td> <td>Bikaner-III</td> <td>December'24</td> <td>December'24</td> </tr> <tr> <td>3</td> <td>Neemrana-II</td> <td>December'24</td> <td>December'24</td> </tr> <tr> <td>4</td> <td>Sikar-II</td> <td>September'24</td> <td>September'24</td> </tr> <tr> <td>5</td> <td>Khetri</td> <td>September'24</td> <td>NA</td> </tr> </tbody> </table> <p>Vendor to examine their best possible delivery plan & mention in ACTIVITY SCHEDULE. The same shall be submitted along with commercial offer duly signed and stamped by authorized person.</p> <p>Vendor to dispatch the material as per delivery plan mentioned in ACTIVITY SCHEDULE to meet the project requirement. Vendor to ensure supply/delivery of goods in time.</p>	Sl. No.	Project Name	Package-I (765kV CB)	Package-II (420kV & Below)	1	Bikaner-II	NA	December'24	2	Bikaner-III	December'24	December'24	3	Neemrana-II	December'24	December'24	4	Sikar-II	September'24	September'24	5	Khetri	September'24	NA
Sl. No.	Project Name	Package-I (765kV CB)	Package-II (420kV & Below)																						
1	Bikaner-II	NA	December'24																						
2	Bikaner-III	December'24	December'24																						
3	Neemrana-II	December'24	December'24																						
4	Sikar-II	September'24	September'24																						
5	Khetri	September'24	NA																						

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	<p>In case, BHEL's delivery requirement is not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in line with BHEL's delivery requirement. However, if vendor fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such vendor(s).</p> <p>The delivery conditions specified are for the contractual LD purpose. However, BHEL may ask for the early delivery without any compensation.</p> <p>Note: LR / GR date or invoice date (whichever is later) shall be considered as delivery date.</p>
14.	LIQUIDATED DAMAGES FOR DELAYED DELIVERY
	<p>In case of delay in supply of material beyond the contractual delivery time allotted for supply, an amount of 0.5% of the total Purchase Order value* per week of delay or part thereof subject to a maximum of 5% of the total Purchase Order value* shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.</p> <p>Note:</p> <p>1) LD shall be calculated as per activity schedule of NIT.</p> <p>2) **Total Purchase Order Value for considering Liquidity Damages (LD)= (Total Ex-works +F&I +Total Service charges excluding GST</p> <p>Note:</p> <p>i) In case of any amendment / revision in P.O, the LD shall be linked to the amended / revised Purchase Order / Contract value and delivery / completion time / schedule, if applicable.</p> <p>ii) LR / GR date or invoice date (whichever is later)-shall be treated as the date of dispatch for levying LD as above.</p> <p>iii) However, if time period between date of receipt of material at site / destination by Site Official & the date of LR / GR or invoice (whichever is later) is more than 30 days, where distance from place of despatch as per LR / GR is up to 1000 Kms or if time period between date of receipt of material at site / destination by Site Official & the date of LR / GR or invoice (whichever is later) is more than 45 days, where distance from place of despatch as per LR / GR is more than 1000 Kms, such excess period shall also be considered for LD purpose.</p> <p>iv) If, as per supplier, delay is not attributable to the supplier, delay analysis with documentary evidence may be submitted by the supplier at the earliest but not later than six months from the end of the financial year in which the payment is withheld. Based on the above details / documents submitted by the supplier, BHEL shall take final decision and if considered appropriate by BHEL, withheld amount (full or part as the case may be) shall be released, otherwise, full or balance withheld amount shall be treated as deduction of Liquidated damages (LD) towards delayed delivery.</p>
15.	VALIDITY OF OFFER :
	The offer shall be valid for 120 days from the date of opening of tender (i.e. techno-commercial bid unless otherwise specified in the NIT).

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16.	VENDOR APPROVAL/ ACCEPTANCE
	<ul style="list-style-type: none"> Bidder's offer will be considered for evaluation based on PQR, Technical and other commercial documents submitted along with bid. Bidder's offer will be acceptable subject to final acceptance of bidder by ultimate customer as approved supplier. The bidders which are not Powergrid approved supplier or not including in POWERGRID compendium, bidder shall submit necessary credentials/documents as per Annexure-XII for onward submission to customer for approval.
17.	DEVIATION
	<p>Technical Deviation: No Technical Deviation is envisaged. Commercial Deviation: No Commercial Deviation envisaged except defined in GTC.</p> <p>The bids having deviation(s) w.r.t. tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder.</p> <p>Clause-wise deviations and / or additional conditions / clarifications, if any, are to be brought out clearly in "Schedule of Commercial Deviation" and "Schedule of Technical Deviation" If any. Deviations and / or additional conditions / clarifications, if any, mentioned elsewhere in the bid / offer, shall not be considered.</p>
18.	TENDER EVALUATION
	<ul style="list-style-type: none"> Cost evaluation shall be done package wise [i.e. Separate evaluation for Package-I and Package-II] on total cost to BHEL basis. Package wise comparative statement shall be prepared and evaluated on the basis of total cost to BHEL, considering Ex-Works Price, F&I and GST. GST input credit available to BHEL shall be reduced from prices while determining L1 status. Evaluation in case of more than one L-1 bidders. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discount from respective L-1 In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL decision in such situations shall be final and binding.
19.	QUANTITY SPLITTING AND AWARDING:
	<p>(i) Package-I (765kV CB):</p> <p>It is intended to distribute the quantity to two bidders in the nearest ratio of 70:30. 70% quantity shall be awarded to original L1 bidder. The final rates of Original L1 vendor shall be</p>

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	<p>sequentially counter-offered to L2, L3, L4 and so on in that sequence. The balance 30% quantity shall be awarded to the L2 or L3 or L4 and so on, bidder whoever accepts the rate of the original</p> <p>L1 bidder in that sequence. In case the other bidders do not accept the business at L1 rates, then order for 100% business will be placed with the original L1 bidder.</p> <p>This % of 70:30 is indicative only and may vary subject to fulfilling the criteria that all 765kV breakers at one project (Substation package) will be from one vendor only.</p> <p>Allotment of job to bidder(s) would be sole prerogative of BHEL- TBG & no representation in this regard shall be entertained. However, generally the allotment will be based on following:</p> <p>a) Entire quantity of 765kV breakers at one project (Substation package) shall be awarded to one vendor only. L-1 bidder will be given preference. However, BHEL, TBG reserves its right of allotment to any vendor (L1 or the vendor who has accepted the L1 rates), to meet its delivery requirement.</p> <p>b) Delivery Capacity as available at the time of award.</p> <p>c) Capability of vendor in meeting delivery schedule of BHEL.</p> <p>(ii) Package-II (420kV/245kV/145kV/72.5kV rating CB): Entire quantity under this package shall be awarded to L1 bidder.</p>
20.	VALIDITY OF PURCHASE ORDER:
	Package wise and substation wise purchase orders shall be issued separately. The purchase order(s) shall be valid for two years from date of PO.
21.	WORKS ADDRESS:
	Bidders to mention their works address in Annexure-XV (Contact details of bidder).
22.	ARBITRATION
	<p>In the event of any dispute emanating from and relating to this contract, the matter shall be referred to the sole arbitration of the person appointed by the competent authority of BHEL. Subject to aforesaid, the provisions of "The Arbitration and Conciliation Act, 1996" and the rules made thereunder as amended from time to time in India shall apply to the arbitration proceedings. The venue of arbitration shall be in New Delhi.</p> <p>Further there shall be no claim for any interest of whatsoever nature/Kind on the claims and amount due to BHEL.</p> <p>However, in case of contract with Public Sector Enterprise / Undertaking (PSE/PSU) or Govt. Dept., the extant guidelines of Govt. of India shall be followed. Refer Annexure-IV attached along with NIT.</p>

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23.	<p>BREACH OF CONTRACT, REMEDIES AND TERMINATION</p> <p>(A) <u>Breach of contract and Termination:</u></p> <p>Following conditions shall be considered as breach of contract:</p> <ul style="list-style-type: none"> i) Non-supply of material/ non-completion of work by the vendor within scheduled delivery/ completion period as per contract or as extended from time to time. ii) The vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period. iii) The vendor delivers equipment/ material not of the contracted quality. iv) The vendor fails to replace the defective equipment/ material/ component as per guarantee clause. v) Withdrawal from or abandonment of the work by the vendor before completion as per contract. vi) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. vii) Non-compliance to any contractual condition or any other default attributable to Contractor/ Vendor. viii) Termination of Contract on account of any other reason(s) attributable to Vendor. <p>In case of breach of contract, BHEL reserve the right to terminate the Purchase Order/ Contract either in whole or in part thereof without compensation to the vendor.</p> <p>(B) <u>Remedies for breach of contract:</u></p> <p>In case of Breach of Contract, BHEL shall recover 10% amount of the contract value from the vendor in following manners:</p> <ul style="list-style-type: none"> i) Forfeiture/ encashment of Security instruments (Performance security, EMD etc.) available against the said contract. ii) In case the value of security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the vendor, retention amount etc. with BHEL TBG or any other units of BHEL. iii) Demand notice for deposit of balance recovery amount shall sent to the vendor, if security instruments or financial remedies are insufficient to affect the complete recovery. iv) In case recovery is not possible from security instruments or from financial remedies mentioned above, legal remedies shall be pursued. <p>Important Notes: Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p>
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SPECIAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

24.	MICRO, SMALL & MEDIUM ENTERPRISES (MSME)																						
	<p>MSMED Act 2006 as amended from time to time & extant regulations of Govt. of India for MSME will be applicable.</p> <p>Micro & Small Enterprises (MSE) can avail the intended benefits only if they submit Udyam Registration certificate along with the offer / bid.</p>																						
25.	REVERSE AUCTION																						
	Not applicable for this enquiry.																						
26.	INTEGRITY PACT																						
	<p>Bidders shall have to enter into Integrity Pact with BHEL, duly signed with seal in original, if specified in NIT / RFQ failing which bidder's offer shall be liable for rejection.</p> <p>(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner.</p> <p>Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table border="1"> <thead> <tr> <th>Sl.</th> <th>IEM</th> <th>Email</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Shri Otem Dai, IAS (Retd.)</td> <td>iem1@bhel.in</td> </tr> <tr> <td>2</td> <td>Shri Bishwamitra Pandey, IRAS (Retd.)</td> <td>iem2@bhel.in</td> </tr> <tr> <td>3</td> <td>Shri Mukesh Mittal, IRS (reted.)</td> <td>iem3@bhel.in</td> </tr> </tbody> </table> <p>(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> <p>(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.</p> <p>Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:</p> <p>Details of contact person(s):</p> <table> <tbody> <tr> <td>(1) Name: Mr. Deep Shekhar Dewangan</td> <td>(2) Name: Mr. Nandlal Verma</td> </tr> <tr> <td>Deptt: TBMM</td> <td>Deptt: TBMM</td> </tr> <tr> <td>Address: BHEL Noida</td> <td>Address: BHEL Noida</td> </tr> <tr> <td>Phone: 0120 674 8450</td> <td>Phone: 0120 674 8477</td> </tr> <tr> <td>Email: dsdewangan@bhel.in</td> <td>Email: nverma@bhel.in</td> </tr> </tbody> </table>	Sl.	IEM	Email	1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in	2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in	3	Shri Mukesh Mittal, IRS (reted.)	iem3@bhel.in	(1) Name: Mr. Deep Shekhar Dewangan	(2) Name: Mr. Nandlal Verma	Deptt: TBMM	Deptt: TBMM	Address: BHEL Noida	Address: BHEL Noida	Phone: 0120 674 8450	Phone: 0120 674 8477	Email: dsdewangan@bhel.in	Email: nverma@bhel.in
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27.	VARIATION OF CONTRACT VALUE / QUANTITY VARIATION
	<p>BHEL shall have the right to variation in quantities of items within $\pm 30\%$ of the total Purchase Order / Contract value at the time of placement of PO or award of Contract on overall basis for all amendments together within two years from the date of original Purchase Order / Contract or completion of execution of the Purchase Order / Contract whichever is earlier but quantities of individual items may vary to any extent or may get deleted unless otherwise specified in the technical specifications. No compensation is payable due to variation in the quantities and the Supplier / Contractor shall be bound to accept the same the contracted prices / rates without any escalation. However, if the Purchase Order / Contract is on "Lumpsum" basis, no variation of Purchase Order / Contract value shall be admissible to the Supplier / Contractor within the scope of Purchase Order / Contract, as long as the inputs remain unchanged.</p> <p>Note: Please note that the quantity mentioned in the BOQ is tentative based on the initial customer requirement. If the original BHEL order quantity varies at later date due to Customer requirement/ order, the vendor order quantity may also vary correspondingly.</p>
28.	GeM Seller ID
	<p>GeM seller ID is mandatory for the bidders and must be mentioned in their offer. In case at the time of submission of offer GeM seller ID is not available with bidder, then successful tenderer should ensure to have GeM Seller ID prior to award of contract. Department of Expenditure (DOE) OM no. 6/9/2020-PPD dated 24.08.2020 may be referred in this regard.</p>
29.	MODE OF PAYMENT
	<p>Payment shall be made directly to the Supplier / Contractor by BHEL through NEFT / RTGS.</p> <p>TBG is registered with RXIL (TReDS) platform. MSME bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per GoI guidelines.</p>
30.	MAKE IN INDIA (PPP-MII)
	<p>For this procurement, the local content to categorize a supplier as Class-I local supplier / class-II local supplier / Non-Local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020, issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT.</p> <p>"Bidder to specify the percentage of local content as per the format of self-declaration for local content" as per Annexure-V."</p> <p>"This tender is not a global tender and only Class-I suppliers as defined under the DPIIT order no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 are eligible to bid in this tender. Bids received from Class II & Non- Local supplier shall be rejected."</p> <p>The minimum local content to qualify as a Class-I local supplier is 60%.</p>

SPECIAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

	Procurement under this bid is reserved for purchase from Class-I local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. In case the bid value is more than Rs.10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Purchase preference to Micro and Small Enterprises clause will get precedence over this clause.
31.	COMPLIANCE TO GOI ORDER FOR RESTRICTIONS UNDER RULE 144 (XI) OF GENERAL FINANCIAL RULES (GFRS), 2017
	Refer Clause at Annexure-VI and Certification at Annexure-VII / Annexure-VIII (whichever is applicable) regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017. Bidder to comply the clause and submit the certification. Non-compliance/ Non-submission of certification will lead to rejection of Offer.
32.	COMPLIANCE TO ORDER NO. 25-111612018-PG, DATED 02.07.2020 OF MINISTRY OF POWER, GOI:
	Refer clause at Annexure-IX and Certification at Annexure-X regarding compliance to the MOP circular dated 02-07-2020. Bidder to comply the clause and submit the certification. Non-compliance/ Non-submission will lead to rejection of Offer. (Not Applicable for cases where local content is 100%)
33.	PREVENTION FOR CARTEL FORMATION
	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines
	IMPORTANT NOTE:
	BHEL shall place package and project wise separate purchase order for each project. Accordingly, Delivery period, Guarantee Period, Performance security, Liquidated Damage etc. shall be dealt separately as per project specific PO.

SPECIAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT**Enclosures:**

Sl. No.	
1.1	Special terms and conditions
1.2	General Terms and conditions
2.	Technical Specifications
3.	Price Bid format
4.	Annexure-I (A), (B) & (C)-Pre-Qualifying requirement
5.	Annexure-II-(A) & II (B)- Activity Schedule
6.	Annexure-III Check List-For Bill
7.	Annexure-IV Arbitration & Conciliation
8.	Annexure-V- Self-Certification for Local Content
9.	Annexure-VI- Restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017
10.	Annexure-VII-Bidders certification regarding compliance to Rule 144 (xi) of General Financial Rules (GFRs), 2017
11.	Annexure-VIII-Bidders certification regarding compliance to Rule 144 (xi) of General Financial Rules (GFRs), 2017
12.	Annexure-IX-Order No. 25-111612018-PG, Dated 02.07.2020-MOP
13.	Annexure-X-Bidder certification regarding compliance to MOP circular
14.	Annexure-XI-Implementation of Integrity Pact IP in BHEL
15.	Annexure-XII-Format for vendor approval
16.	Annexure-XIII-Format of Security cum Performance BG
17.	Annexure-XIV-List of Banks for the Submission of Security cum Performance Bank Guarantee
18.	Annexure-XV-Contact details of bidder
19.	Annexure-XVI-Sch of Technical Dev
20.	Annexure-XVII-Sch of Comml Dev
21.	PPP-MII-Order
22.	MRC-Format
23.	Inspection call format