



A Maharatna company

भारत हेवि इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)

पारेषण व्यापार समूह / Transmission Business Group, Noida

BHEL SPECIAL NIT TERMS & CONDITIONS: - FOR GEM PORTAL

Name of Project: - 4 X 125 MW TEESTA –VI-HEP

Item: - Low Voltage Cable – 1.1 KV AUXILIARY Power Cable

1.	Contact Details: - For Technical clarification, :- Mr. Puneet Chawla Sr Engineer-TBEM / Shri Vivek Kapil; (Sr DGM/ TBEM) BHEL, Transmission Business Group Sector-16 A, Noida-201301 (U.P.) , India Phone: +91 (0) 0120- 6748499/8539, Fax: +91 (0) 0120 – 6748580. Mobile:- 7500500036/09818080691 E-mail: puneet.chawla@bhel.in ; Vivekk@bhel.in	For any commercial clarification: - Mr. Piyush Kumar Mishra, Manager (TBMM)/ Sh Sunil Kumar, Sr DGM-TBMM BHEL, Transmission Business Group Sector-16 A, Noida-201301 (U.P.) , India Phone: +91 (0) 0120- 6748575/8471, Fax: +91 (0) 0120 – 6748580. Mobile:- 9453025414/09761724520 E-mail: piyush.kumar@bhel.in ; sunil.kumar@bhel.in .													
2.	Terms of Payment: <div><div>For Supply only in scope of the supplier</div><div>As per GTC of GeM. However, payment shall be made within the days mentioned below in Point no. 03 from the date of receipt of complete invoice along with following documents in 3 sets. TBG is registered with RXIL (TReDS) platform. MSME Bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per the GOI guidelines. Supplier has to provide the following documents for processing of bills:<ul style="list-style-type: none">• GST Compliant Tax Invoice• LR / GR• Packing List• Guarantee Certificate• Copy of Transit Insurance Certificate from underwriters• CRAC (consignee receipt-cum-acceptance certificate)• Copy of Performance Bank Guarantee (PBG)• Material Inspection Clearance certificate issued by BHEL Quality Management.</div></div>														
3	Payment Terms with respect to no. of days for various categories of Bidders <table><tr><td rowspan="4">Nos of days for payment (For Supply only in scope of the supplier)</td><td>Sl No.</td><td>Type of Bidder</td><td>Payment terms (Number of days)</td></tr><tr><td>1</td><td>Micro & Small Enterprises (MSEs)</td><td>45 days</td></tr><tr><td>2</td><td>Medium Enterprises</td><td>60 Days</td></tr><tr><td>3</td><td>Non MSME</td><td>90 Days</td></tr></table>		Nos of days for payment (For Supply only in scope of the supplier)	Sl No.	Type of Bidder	Payment terms (Number of days)	1	Micro & Small Enterprises (MSEs)	45 days	2	Medium Enterprises	60 Days	3	Non MSME	90 Days
Nos of days for payment (For Supply only in scope of the supplier)	Sl No.	Type of Bidder		Payment terms (Number of days)											
	1	Micro & Small Enterprises (MSEs)		45 days											
	2	Medium Enterprises		60 Days											
	3	Non MSME	90 Days												
4.	Term of Delivery: (TOD) TOD shall be as per GeM. However, unloading at site is not in the scope of bidder. Bidders to quote price accordingly.														
5.	Delivery Time: IMMEDIATE after approval of drawing and documents and issuance of MFC by BHEL however Break up of delivery period taken (Delay analysis for cases of delivery extension if required, shall be governed as per below schedule)														
SL. NO.	ACTIVITY	ACTIVITY TIME IN days													
1.	Acceptance of PO (In the Scope of Vendor)	07													
2.	Providing Inputs & Title Block by BHEL (In the scope of BHEL)	03													
3.	Submission of documents necessary for getting manufacturing clearance like Drawings, data sheet, MQP etc. (In scope of vendor)	07													
4.	Review and Approval of documents and issue of manufacturing clearance (In scope of BHEL)	07													
5.	Manufacturing Time & offer of Inspection to BHEL (In scope of vendor)	49													



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6.	Inspection (In scope of BHEL)	07
7	Issue of MICC (In scope of BHEL)	04
8	Dispatch (In scope of vendor)	07

Note – 1) Supplier to ensure every revised submission incorporating comments (Complete in all respect) within 03 working days from the date of comments by BHEL.
2) Supplier to furnish the advance information (at least 07 days) for inspection of the material after ensuring the readiness.

6.	Prices:
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The quoted prices shall be on **Firm basis** including packing & Forwarding charges. Vendor has to quote prices on FOR destination basis (Ex-works Price + F & I) including GST as per the price bid format.

7.	Liquidated Damage of delayed Delivery: As per GeM's terms and conditions.
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8.	SCOPE OF SUPPLY , BOQ & QUANTITY VARRIATION :
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APPLICABLE AS PER TECHNICAL SPECIFICATION (REFER ENCLOSED TECHNICAL SPECIFICATION & UN-PRICED BID).
BOQ: As per the Technical specification no.:- **TB-415-316-012 Rev. No.-00 Dated 22.08.2022, (Refer Clause no. 4);**

Quantity Variation: As per TS Clause No. 04 of section –I “The length of each cable type procured may be subject to a change of +/- 30% at contract stage” stands deleted. Same shall be as below: -
As per Gem; The purchasers reserve the right to increase or decrease the quantity to be ordered up to 25% of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
It is also to be noted that any items can be completely/partially deleted during detailed engineering stage.

9.	Technical Specification:
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Technical specification no **TB-415-316-012 Rev. No.-00 Dated 22.08.2022.** No permissible Technical Deviation has been envisaged. Bidders to quote as per Technical Specification.

10.	Pre-Qualification Requirement:
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Technical Pre-Qualifying Criteria is specified in (**Annexure_ TQR**) of Technical Specification no. **TB-415-316-012 Rev. No.-00 Dated 22.08.2022.**

11.	MQP (Manufacturing Quality Plan):
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Inspection shall be carried out as per approved Quality Plan. For the same, Supplier to submit the Quality Plan to BHEL for Customer approval.

12.	Inspection:
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Inspection shall be carried out jointly as per approved Quality Plan. Inspection Agency:- Customer/BHEL.

13.	Location of Plant/ Delivery Address/ Consignee address,:
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Location Of Plant: - Teesta H.E. Project Stage - VI is located on the river Teesta in District South Sikkim of Sikkim. The project is about 85 km from nearest rail-head New Jalpaiguri, West Bengal and 95 KM from nearest airport at Bagdogra, West Bengal. The nearest town is Singtam Sikkim and is also 80 Km from Siliguri, West Bengal by road.
Ultimate Customer: - Lanco Teesta Hydro Power Ltd. (A wholly owned Subsidiary of NHPC Ltd.)
Delivery Address/ Destination: - BHEL/TBG c/o Head of Stores, Teesta-VI HE Project, Sikkim. Package: E&M Works Package-II (EM-2).
Consignee Address:- Senior Manager (Electrical), Teesta-VI HE Project, Sikkim

14.	Bill to Address:
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Bharat Heavy Electricals Limited-TBG, 5th Floor, Plot No.25, Sector-16A, Noida-201301, U.P.
GSTN-09AAACB4146P2ZC

15.	Guarantee Clause (Defect Liability Period):
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The equipment / material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design & engineering, material, workmanship & manufacture and in full conformity with the Purchase Order /



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<p>Contract, Technical Specifications & approved drawings / data sheets, if any, for 18 months from the date of last delivery or 12 months from the date of commissioning, whichever is earlier.</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, BHEL may proceed to undertake the replacement of such defective equipment / material / component at the risk and cost of the supplier / contractor without prejudice to any other rights under the contract and recover the same from PBG / other dues of this Purchase Order / Contract or any other Purchase Order / Contract executed by the supplier / contractor.</p>	
16.	<p>Performance Bank Guarantee:</p> <p>Supplier shall arrange to submit Performance BG / Deposit of 10% of the total Ex Works PO value on a non-judicial stamp paper of appropriate value along with first invoice or within 60 days from placement of Purchase Order (PO) whichever is earlier. PBG should valid till guarantee period with claim period of 3 months extra over and above guarantee period.</p>
17.	<p>Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.</p>
18.	<p>Acceptance of Offer:</p> <p>Acceptance of offer is subjected to following:</p> <ul style="list-style-type: none"> - Qualification of Technical PQR - Techno-Commercial evaluation by BHEL. - Approval of vendor by end customer i.e. (M/s Lanco Teesta Hydro Power Ltd) - Contract shall be awarded to such sellers who are approved by customer M/s Lanco Teesta Hydro Power Ltd. - Price Bid will be opened only for those bidders for which vendor approval is available from the Ultimate customer. (M/s Lanco Teesta Hydro Power Ltd.)
19.	<p>Make in India:</p> <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><i>"Bidder to specify the percentage of local content as per the format of self-declaration for local content" as per Annexure-B."</i></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 and subsequent PPP-MII order, order ref no.:- A-1/2021-FSC-Part (5) dated 16.11.2021 issued by Govt of India, Ministry of Power, are eligible to bid in this tender. Bids received from Class II & Non-Local supplier shall be rejected."</p>
20.	<p>Details of Bidder: Bidder to submit the details as per format as per Annexure-A.</p>
21.	<p>Deviations:</p> <p>a) Technical Deviation: No Technical Deviation is envisaged. (Bidder to be mention NIL Deviation in Annexure- C attached)</p> <p>b) Commercial Deviation: No Commercial Deviation is envisaged.(Bidder to be mention NIL Deviation in Annexure- C)</p>
22.	<p>Important Instructions to bidder :-</p> <ul style="list-style-type: none"> • Bidder to mention "QUOTED" against every items in their "UN-PRICED BID FORMAT" • Bidder to submit price breakup as per the BOQ (Format Attached) before award of contract. • Evaluation shall be done based on "Total cost to BHEL (i.e Ex work price +F & I + Applicable GST)" quoted by bidders against the overall quantity as per NIT. • Technical specification no.: - TB-415-316-012 Rev. No.-00 Dated 22.08.2022 is attached • All other terms & conditions shall be as per GTC of GeM.



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23	<p>RISK PURCHASE</p> <p>23.1. In case the Supplier / Contractor fails to supply or fails to comply with terms & conditions of the Purchase Order / Contract or delivers equipment / material not of the contracted quality or fails to adhere to the contract specifications or 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, BHEL reserve the right to cancel the Purchase Order / Contract either in whole or in part thereof without compensation to Supplier / Contractor and if BHEL so desires, may procure such equipment / material / items not delivered or others of similar description where equipment / material / items exactly complying with particulars are not readily procurable in the opinion of BHEL which is final and in such manner as deemed appropriate, at the risk and cost of the Supplier / Contractor and the Supplier / Contractor shall be liable to BHEL for any excess cost to BHEL. However, the Supplier / Contractor shall continue execution of the Purchase Order / Contract to the extent not cancelled under the provisions of this clause.</p> <p>23.2. Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:</p> <ul style="list-style-type: none"> i) 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. ii) Withdrawal from or abandonment of the work by contractor/supplier before completion as per contract. iii) 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 reasons attributable to the contractor/ supplier. iv) Termination of Contract on account of any other reason(s) attributable to Contractor/ Supplier. v) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. vi) Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier. <p>23.3. Risk and Cost amount against Balance Work:</p> <p>In case Risk & Cost is invoked, the amount of Risk & Cost against balance work shall be calculated as under:</p> <p>Risk & Cost Amount= [(A-B) + (A x H/100)]</p> <p>Where,</p> <p>A= Value of Balance scope of Work/ Supply (*) as per rates of new contract</p> <p>B= Value of Balance scope of Works/ 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.</p> <p>H = Overhead Factor to be taken as 5 (five)</p> <p>In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).</p> <p>*(Balance scope of work/ supply)</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.</p> <p>NOTE: Incase 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.</p> <p>23.4 LD against delay in executed work/supply in case of Termination of Contract</p>
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	<p>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.</p> <p>Method for calculation of “LD against delay in executed Work/ supply” is given below:</p> <p>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</p> <p>ii) Let the value of executed work/ supply till the time of termination of contract= X</p> <p>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</p> <p>iv) Delay in executed work/ supply attributable to contractor/supplier i.e. $T2=(1- X/Y) \times T1$</p> <p>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.</p> <p>Note: In case portion of service/ supply is withdrawn, no LD shall be applicable for portion of service/ supply withdrawn.</p> <p>23.5. Recovery from Supplier</p> <p>Any amount payable by the Supplier / Contractor under any of the condition of this contract shall be liable to be adjusted against any amount payable to the Supplier / Contractor under any other purchase Order / Contract awarded to him by any BHEL unit. This is without prejudice to any other action, as may be deemed fit, by BHEL.</p>
24	<p>BUSINESS ETHICS / SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:</p> <p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution, indulges in malpractices cheating, bribery, fraud or other misconduct or formation of cartel so as to influence the bidding process or influences the price or fails to perform or is in default without any reasonable cause etc or performs any act considered objectionable as per extant guidelines, action may be taken against such bidders/supplier/contractor as per extant Guidelines for Suspension of Business Dealings with Suppliers/Contractors”. Abridged version of same is available at BHEL website (www.bhel.com) on “Supplier Registration” Page.</p> <p>All other terms & conditions shall be applicable as per GEM GTC.</p>
25	<p>Bidders have to enclosed the Following Documents (Duly filled and signed) along with their technical bid :</p> <p>i) UN-PRICED BID FORMAT</p> <p>ii) Format for the Breakup of the Prices</p> <p>iii) Annexure-A (Contact Details of the Bidder) –Format Attached herewith</p> <p>iv) Annexure-B (Self certification regarding Local Content in line with PPP-MII order ref no.:- A-1/2021-FSC-Part (5) dated 16.11.2021 issued by Govt of India, Ministry of Power) – format attached herewith. In case local Content is less than 100%, Vendor to submit sealed and signed copy of Annexure -7 (attached Herewith).</p> <p>v) Annexure- C Format for NIL Deviation</p> <p>vi) Annexure –D Format of Performance Bank Guarantee.</p>

Signature & Seal of Supplier with Date



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ANNEXURE-A

CONTACT DETAILS OF BIDDER	
Works Address-	
Communication Address-	
Details of contact person for clarification regarding bid:	
Contact Person Name:	
Designation:	
Email Id.:	
Mobile No.:	
Landline No.:	

Signature & Seal of

Supplier

Date:



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Annexure-B

Item/Package Name :	Low Voltage Cable – 1.1 KV AUXILIARY Power Cable
Project:	4 X 125 MW TEESTA –VI-HEP
Type of project	4 X 125 MW TEESTA –VI-HEP
Percentage of Local Content	(Bidder to enter the applicable % of local content)

Format of Self certification regarding Local Content in line with PPP-MII order, order ref no.:- A-1/2021-FSC-Part (5) dated 16.11.2021 issued by Govt of India, Ministry of Power)

Date:.....

I _____ S/o, D/o, W/o, _____ Resident of _____ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (*hereinafter PPP-MII order*) of Government of India issued vide Notification No: P-45021/2/2017-BE-II dated 15/06/2017, its revision dated 04/06/2020 and any subsequent modifications/Amendments, if any.

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

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

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

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

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



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

i. Name and details of the Local Supplier

(Registered Office, Manufacturing unit location, nature of legal entity)

ii. Date on which this certificate is issued

iii. Goods/services/works for which the certificate is produced

iv. Procuring entity to whom the certificate is furnished

v. Percentage of local content claimed and whether it meets the Minimum Local Content prescribed

vi. Name and contact details of the unit of the Local Supplier (s)

vii. Sale Price of the product

viii. Ex-Factory Price of the product

ix. Freight, insurance and handling

x. Total Bill of Material

xi. List and total cost value of input used to manufacture the Goods/to provide services/in construction of works

xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached

xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of..... (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>



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Annexure-C

1) NIL Deviation Format

		Bidder to mention as “NIL deviation”	Remarks if any
1.	Schedule of Commercial Deviation, if any (All terms and conditions shall be as per GeM except as mentioned above)		
2.	Schedule of Technical Deviation, if any (Against Technical Specification)		

2) Further Bidder has to provide the following confirmation with respect to the “terms & Conditions” of the tender:-

The tender documents as appeared in the website (Gem Portal) have not been changed / modified and in case of observance at any stage, it shall be treated as null and void. Further, We have not taken any commercial deviation from tender clauses together with other references as enumerated in the above and we hereby convey our unqualified acceptance to all commercial terms and conditions as stipulated in the tender and NIT.	Bidder to mention as “Confirm”
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Note: - If Bidder will not mentioned anything, it will be presumed as “Confirmed”.



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Annexure-D

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

Sl No.	Description	Bidder's confirmation
1	<i>We, M/s_____ have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We hereby certify that we are not from such a country.</i>	<i>Agreed</i>

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

Bidder's authorized signatory with stamp & seal



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Annexure-E

Vendor Compliance format in bidder letter head

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

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

This is to certify that all equipment, components, and parts imported for use in the Power Supply System and Network are in strict compliance to directions issued by Ministry of Power, Govt. of India vide order No. 25-111612018-PG dated 02.07.2020. The imported component(s), part or assembly item(s) does not carry any malware/Trojan etc.

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

Bidder's authorized signatory
with stamp & seal