

Project: NORTH KARANPURA SS
Item : AC KIOSK system [Supply + Services]
Subject: Bid specific Additional Terms and Conditions-Revised

1. For any technical clarification, please contact Mr. Ranajit De, Manager (TBEM); Contact No. 0120-6748494; e-mail: ranajitd@bhel.in
2. For any commercial clarification, please contact Mr. Prateek Kumar, Dy. Manager (TBMM); Contact No. 0120- 6748480; e-mail: pkp@bhel.in
3. **Technical PQR** – As per technical specification No. **TB-369-510-009A Rev 01**.
4. **Destination / Delivery Location:** NTPC North Karanpura- Switchyard. Consignee details as per GEM contract.
5. **Vendor Approval-** For non-NTPC approved vendors “Bidder is required to submit filled and signed of NTPC formats **(enclosed at P-53-66 in Technical spec)**, which is given below for vendor approval. Failing to submit below documents, bidder is liable for rejection.
 - Duly filled main supplier evaluation Format-Attached.
 - Duly filled sub-supplier Questionnaire- Attached.
 - Factory Registration certificate
 - Overall organization chart with manpower details (Design, Manufacturing, Quality Etc)
 - Supply reference list of the sub-supplier indicating similar product supply order reference no., customer name, rating of product, date/year of supply, date/year of commissioning
 - List of manufacturing equipment available with sub vendor
 - List of testing equipment available with sub vendor
 - Manufacturing process execution plan with flow chart indicating various stages of manufacturing from raw material to finished product including outsourced process, if any.
 - Details of outsourced manufacturing process, if any.
 - Quality control exercised during receipt, in process & final inspection.

Bidder’s offer will be acceptable subject to final acceptance of vendor by ultimate customer as approved supplier.

6. Vendor to furnish “Quoted/Not Quoted” in unpriced bid given in Annexure-1.
7. Delivery Requirement: Mar-2022. However, vendor to dispatch the material as per delivery plan mentioned in ACTIVITY SCHEDULE to meet the project requirement. 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).

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Tentatively Break up of delivery period: (Delay analysis for cases of delivery extension if required, shall be governed as per below schedule)-

SL.	ACTIVITY	ACTIVITY TIME IN WEEKS
1.	Submission of documents necessary for getting manufacturing clearance like Drawings, data sheet etc. from input by BHEL (In scope of vendor)	02
2.	Review and Approval of documents and issue of manufacturing clearance (In scope of BHEL)	03
3.	Manufacturing Time including proto testing (In scope of vendor)	12
4.	Inspection (In scope of BHEL)	01
5.	Issue of MICC (In scope of BHEL)	01
6.	Dispatch (In scope of vendor)	01
7	ETC Work (Starting from clearance from site)	12

Note – 1 - Supplier to ensure every revised submission incorporating comments within 1 weeks from the date of comments by BHEL.

Deviation sheet to be filled by bidder:

		Vendor 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)		

8. Reverse Auction – Bid to RA.

9. Prices: The quoted prices shall be on Firm basis. Price to be quoted as inclusive of GST. i.e. Ex-Works (Supply+ ETC + F&I) + GST on FOR destination basis. Unloading at site is not in the scope of bidder. Bidders to quote price accordingly. Bidder to ensure that, minimum 20% of total Supply value shall be quoted under ETC.

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10. Payment Terms – Payment due date shall be as per GEM.

(a) Supply Payment - 90% of payment of total contractual value shall be made upon submission of complete billing documents. Supplier has to provide the following documents for processing of bills:

- Original GST Compliant Tax Invoice
- LR
- original Packing List
- original Guarantee Certificate
- Copy of Transit Insurance Certificate from underwriters
- CRAC (consignee receipt-cum-acceptance certificate)
- Performance Bank Guarantee (PBG)

(b) Balance 10% of payment shall be made upon submission of complete invoice along with Certificate of successful completion of successful Erection, Testing & Commissioning and Certificate of completion of final documentation as per Technical Specification issued by BHEL Engineering Management.

(c) For Charges of Erection Testing and Commissioning –

- i. 70% of the Contract value against monthly progressive bills on pro-rata basis for unloading, storage and completion of erection as certified by BHEL Site Official with 60 days from the date of receipt of GST Compliant Tax Invoice (Original +2 Copies)
- ii. 20% of the Contract value against monthly progressive bills on pro-rata basis for testing & successful commissioning as certified by BHEL Site Official within 60 days from the date of receipt of GST Compliant Tax invoice in 3 sets (original + 2 copies)
- iii. 10% of the Contract value after Acceptance Test, Re-test (if any), PG Test (if any) and Handing Over as certified by BHEL Site Official within 60 days from the date of receipt of GST Compliant Tax invoice in 3 sets (original + 2 copies)

Notes

(a) It should be ensured that Tax Invoice complies with statutory requirements under GST law to enable BHEL to avail Input Tax Credit.

(b) 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)

(c) Copy of GST Registration Certificate(s) shall be also be attached with Tax Invoice

11. Local content - 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.

“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.”

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12. Bidder to comply the below clause and submit the certification in their letter head. Non-compliance/ Non-submission of certification will lead to rejection of Offer.

- i. Compliance to GOI Order for restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017 (enclosed in Annexure-II)
- ii. MOP circular dated 02-07-2020 (Annexure-III)
- iii. Make in India Format as Annexure-IV

13. GUARANTEE:

The equipment / material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design & engineering, material, workmanship & manufacture and in full conformity with the Purchase Order / Contract, Technical Specifications & approved drawings / data sheets, if any, for 18 months from the date of last delivery or 12 months from the date of commissioning, whichever is earlier.

Wherever Erection, Testing & Commissioning at Site are also in the scope of the Supplier, the guarantee period shall be 18 months from the date of last delivery or 12 months from the date of commissioning, whichever is later.

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.

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.

14. **Performance Bank Guarantee:** In addition to GeM GTC clause, following terms and condition shall be applicable:

Supplier shall arrange to submit Performance BG along with first invoice. Performance BG shall be valid for 18 months from the date of last delivery with claim period of 3 months extra over and above 18 months.

“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

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amount of performance security due shall be recovered as per terms and conditions defined in NIT / Contract, from the bills along with due interest.”

15. **Liquidation Damage-** Applicable as per GEM GTC. However, calculation of LD for Supply and Services shall be done separately, if the delay is not attributable to supplier.

All other terms & conditions shall be applicable as per GEM GTC.

- Bidder to mention their works address below from where material will be supplied to Site.

Works Address- -----

Communication Address- -----

Person Name - -----

Email ID – -----

Contact no. - -----

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Annexure-1

Item Title	Item Description	Item Quantity	Unit of Measure	Bidder to confirm (Quoted/Not Quoted*)
Supply-1	Air Conditioned Kiosk Size L x B x H (8.0m x 3.5m x 3m) without Air Conditioners	1	NO	
Supply-2	Air Conditioning Unit of capacity 4TR with all the accessories	2	NO	
Supply-3	AC Kiosk- Proto Testing of Air Conditioned Kiosk at Works	1	NO	
SERVICE-1	Installation & Erection of Air Conditioned Kiosk at site (including Air Conditioning Unit)	1	NO	

***If Bidder mention "Not quoted" it means bidder shall supply the item free of cost to BHEL.**

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Annexure-II

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 Gol 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-III

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

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Annexure-IV

Item/Package Name :	AC KIOSK system
Enquiry No.:	
Project:	NTPC North Karanpura
Type of project	
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, 2017 & its revision dated 04.06.2020.

Date:.....

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

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

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

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

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

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

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

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

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- 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.>