

**Project: TANGEDCO UDANGUDI SS**  
**Item : NIFPS system [Supply + Services]**  
**Subject: Bid specific Additional Terms and Conditions**  
**PI Number: 0512300289 dated 31.05.2022**

1. For any technical clarification, please contact Mr. Ayushi Jindal, Dy. Manager (TBEM); Contact No. 0120-6748459; e-mail: [ayushi@bhel.in](mailto:ayushi@bhel.in)
2. For any commercial clarification, please contact Mr. Prateek Kumar, Dy. Manager (TBMM); Contact No. 0120- 6748480; e-mail: [pkp@bhel.in](mailto:pkp@bhel.in)
3. **Technical PQR** – As per technical specification No. **TB-400-552-126 Rev 00.**

4. **Destination / Delivery Location:** TANGEDCO Udangudi- Switchyard. Consignee details as per GEM contract.

5. **Vendor Approval-** For non-approved vendors “Bidder is required to submit Credentials like Registration Certificates, PAN/GSTIN, Financial soundness (ITRs, Audited Results), Work experience related documents (experience list, Performance /Completion Certificates from customers) along with bid.

Bidder’s offer will be acceptable based on PQR, Technical and other commercial documents submitted along with bid.

**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: Sep-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).

**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.	Input by BHEL from PO (In scope of BHEL)	01
2.	Submission of documents necessary for getting manufacturing clearance like Drawings, data sheet etc. from input by BHEL (In scope of vendor)	02
3.	Review and Approval of documents and issue of manufacturing clearance (In scope of BHEL)	03
4.	Manufacturing Time including proto testing (In scope of vendor)	12

**Project: TANGEDCO UDANGUDI SS**  
**Item : NIFPS system [Supply + Services]**  
**Subject: Bid specific Additional Terms and Conditions**  
**PI Number: 0512300289 dated 31.05.2022**

5.	Inspection (In scope of BHEL)	01
6.	Issue of MICC (In scope of BHEL)	01
7.	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:**

Sl. No.	Description	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 is applicable.**

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. Storage at site is not in the scope of bidder. Bidders to quote price accordingly.

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

(a) Supply Payment - 90% of payment within 90 days (45 days for MSE-Micro & small and 60days for MSME-Medium) from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows. Supplier has to provide the following documents for processing of bills:

- a) LR / GR duly endorsed by BHEL Site Official.
- b) Material Receipt Certificate issued by BHEL Site Official/ CRAC.
- c) GST Compliant Tax Invoice
- d) Packing List (Case-wise)
- e) Copy of Transit Insurance Certificate from underwriters.
- f) Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management
- g) Guarantee Certificate
- h) Copy of Performance Bank Guarantee (PBG)

(b) Balance 10% of payment within 90 days (45 days for MSE-Micro & small and 60days for MSME-Medium) shall be made upon submission of complete invoice along with Certificate of successful

**Project: TANGEDCO UDANGUDI SS**  
**Item : NIFPS system [Supply + Services]**  
**Subject: Bid specific Additional Terms and Conditions**  
**PI Number: 05I2300289 dated 31.05.2022**

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 within 90 days (45 days for MSE-Micro & small and 60days for MSME-Medium) 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 90 days (45 days for MSE-Micro & small and 60days for MSME-Medium) 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 90 days (45 days for MSE-Micro & small and 60days for MSME-Medium) 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.”

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

**Project: TANGEDCO UDANGUDI SS**  
**Item : NIFPS system [Supply + Services]**  
**Subject: Bid specific Additional Terms and Conditions**  
**PI Number: 05I2300289 dated 31.05.2022**

**13. GUARANTEE:**

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 calendar months from the date of last delivery or 24 months from the date of commissioning, whichever is later. Contractual commissioning date: 31.03.2024

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 24 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 or 24 months from the date of commissioning, whichever is later. Contractual commissioning date: 31.03.2024 with claim period of 3 months extra over and above.

“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.”

**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.

**Project: TANGEDCO UDANGUDI SS**  
**Item : NIFPS system [Supply + Services]**  
**Subject: Bid specific Additional Terms and Conditions**  
**PI Number: 0512300289 dated 31.05.2022**

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- -----  
-----  
-----

Person Name - -----

Email ID – -----

Contact no. - -----

**Project: TANGEDCO UDANGUDI SS**  
**Item : NIFPS system [Supply + Services]**  
**Subject: Bid specific Additional Terms and Conditions**  
**PI Number: 0512300289 dated 31.05.2022**

**Annexure-1**

<b>Item Title</b>	<b>Item Description</b>	<b>Item Quantity</b>	<b>Unit of Measure</b>	<b>Bidder to confirm (Quoted/Not Quoted*)</b>	<b>Bidder to quote % applicable GST</b>
Supply-1	SUPPLY- NITROGEN INJECTION SYSTEM : NITROGEN INJECTION FIRE PROTECTION SYSTEM [NIFPS] FOR 125MVAR REACTOR (COMPLTE WITH FIRE EXTINGUISHING CUBICLE WITH NITROGEN GAS CYLINDER, FIRE DETECTORS, FIRE SURVIVAL CABLE, CONTROL BOX, SIGNAL BOX, PNRV AND ALL OTHER FITTINGS AND ACCESSORIES)	2	Set		
Supply-2	SUPPLY- NITROGEN INJECTION SYSTEM : FIRE RETARDANT LOW SMOKE(FRLS), 4CORE X 1.5 SQ .MM, ARMOURED COPPER CABLE	150	Meter		
Supply-3	SUPPLY- NITROGEN INJECTION SYSTEM : FIRE RETARDANT LOW SMOKE(FRLS), 12CORE X 1.5 SQ .MM, ARMOURED COPPER CABLE	600	Meter		
Supply-4	SUPPLY- NITROGEN INJECTION SYSTEM : PIPES & CONNECTION FITTINGS WITH SUPPORT (REACTOR-FEC- OIL PIT)	2	Set		
Mandatory Spare 1	SUPPLY- NITROGEN INJECTION SYSTEM : FILLED NITROGEN CYLINDER	1	Nos		
Mandatory Spare 2	SUPPLY- NITROGEN INJECTION SYSTEM : FIRE DETECTOR	2	Nos		
Mandatory Spare 3	SUPPLY- NITROGEN INJECTION SYSTEM : HOSE PIPE WITH FITTING	1	Set		
ETC -1	NITROGEN INJECTION FIRE PROTECTION SYSTEM [NIFPS] FOR 125MVAR REACTOR	2	Set		
ETC -2	FIRE RETARDANT LOW SMOKE(FRLS), 4CORE X 1.5 SQ .MM, ARMOURED COPPER CABLE	150	Meter		
ETC -3	FIRE RETARDANT LOW SMOKE(FRLS), 12CORE X 1.5 SQ .MM, ARMOURED COPPER CABLE	600	Meter		
ETC -4	PIPES AND CONNECTION FITTING WITH SUPPORT	2	Set		

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

**Project: TANGEDCO UDANGUDI SS**  
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**Subject: Bid specific Additional Terms and Conditions**  
**PI Number: 05I2300289 dated 31.05.2022**

**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**

<b>Sl No.</b>	<b>Description</b>	<b>Bidder's confirmation</b>
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**

**Project: TANGEDCO UDANGUDI SS**  
**Item : NIFPS system [Supply + Services]**  
**Subject: Bid specific Additional Terms and Conditions**  
**PI Number: 0512300289 dated 31.05.2022**

**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**

Project: TANGEDCO UDANGUDI SS  
 Item : NIFPS system [Supply + Services]  
 Subject: Bid specific Additional Terms and Conditions  
 PI Number: 0512300289 dated 31.05.2022

Annexure-IV

Item/Package Name :	FPS System
Enquiry No.:	
Project:	TANGEDCO UDANGUDI Ss
Type of project	
Percentage of Local Content	<b>(Bidder to enter the applicable % of local content)</b>

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.

**Project: TANGEDCO UDANGUDI SS**  
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**PI Number: 0512300289 dated 31.05.2022**

- 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.>