

Project: BSPGCL BARAUNI EXTENSION
Item: FPS system [Supply + Services]
Subject: Bid specific Additional Terms and Conditions
PI Number: 1712300599 dated 27.09.2022

1. For any technical clarification, please contact Mr. Sudhir Kumar, Dy. Manager (TBEM); Contact No. 0120-6748586; e-mail: kumarsudhir@bhel.in
2. For any commercial clarification, please contact Mr. Prateek Kumar, Manager (TBMM); Contact No. 0120- 6748480; e-mail: pkp@bhel.in
3. **Technical PQR** – As per technical specification No. **TB-374-552-36 Rev 00 dated 21.09.2022.**
4. **Destination / Delivery Location:** BSPGCL (NTPC) BARAUNI EXTENSION - Switchyard. Consignee details as per GEM contract.
5. **Vendor Approval-** Bidders to provide Performance Certificate, supply experience with supporting documents (Purchase order copies), Balance sheet for last 3 years, details of testing facilities etc. for approval along with the bid documents.
6. **Bidder's offer will be acceptable subject to final acceptance of vendor by ultimate customer as approved supplier.**
7. Vendor to furnish "Quoted/Not Quoted" in unpriced bid given in Annexure-1.
8. **Material Unloading and Storage shall not be in bidder's scope.** Please read Technical spec clause 3.2.A.i) as below:
"The scope of ETC shall include material, handling of equipment/ material at site, erection of equipment/material at site including fabrication, equipment and system testing, commissioning of the entire system, conducting performance guarantee tests to the satisfaction of Owner / Purchaser and final handing over to the owner of the entire system".
9. Delivery Requirement: Nov-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

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2.	Submission of documents necessary for getting manufacturing clearance like Drawings, data sheet, MQP 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)	02
4.	Manufacturing Time (In scope of vendor)	12
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 drawing/ document submission incorporating comments within 1 weeks from the date of comments by BHEL, else vendor delay shall be deducted from manufacturing time.

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)		

10. Reverse Auction – Bid to RA.

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

12. 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.

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- 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 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 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
13. **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.”

14. 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.

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- 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

15. 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 later. Contractual commissioning date: 31-Dec-2022.

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.

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

Supplier shall arrange to submit Performance BG / Deposit 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.

Performance BG shall be valid for 18 months from the date of last delivery or 12 months from the date of commissioning, whichever is later Contractual commissioning date: 31.12.2022 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."

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17. **Liquidation Damage-** Applicable as per GEM GTC. However, calculation of LD for Supply and Services shall be done separately as per BHEL guidelines.

18. RISK PURCHASE

1.1. 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.

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

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.

1.3. Risk and Cost amount against Balance Work:

In case Risk & Cost is invoked, the amount of Risk & Cost against balance work shall be calculated as under:

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

Where,

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

B= Value of Balance scope of 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.

H = Overhead Factor to be taken as 5 (five)

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

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

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

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

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

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

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

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

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

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

Method for calculation of "LD against delay in executed Work/ supply" is given below:

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

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

1.5. Recovery from Supplier

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.

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19. BUSINESS ETHICS / SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

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.

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

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

Works Address- -----

Person Name - -----

Email ID – -----

Contact no. - -----

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Annexure-1

Equipment	Qty	Unit	Bidder to confirm (Quoted/Not Quoted*)	GST in %
SUPPLY- FIRE FIGHTING EQUIPMENT - SINGLE HEADED HYDRANT VALVE-EXTERNAL -SS CONSTRUCTION IS 5290 TYPE-A 63NB	6	NO		
SUPPLY- FIRE FIGHTING EQUIPMENT - HOSE PIPE - 15M LONG -RRL FIRE HOSE 63 MM DIA X 15 MTRS LONG WITH SS COUPLING IS 636 TYPE-A	12	NO		
SUPPLY- FIRE FIGHTING EQUIPMENT - BRANCH PIPE WITH NOZZLE -SS BRANCH PIPE WITH NOZZLE	6	NO		
SUPPLY- FIRE FIGHTING EQUIPMENT - MS FABRICATED GLASS FRONTED EXTERNAL HOSE CABINET -MS FABRICATED GLASS FRONTED EXTERNAL HOSE CABINET	6	NO		
SUPPLY- FIRE FIGHTING EQUIPMENT - MS ERW PIPE 100NB - MEDIUM GRADE -ABOVE GROUND MS PIPE AS PER IS 1239 PART 1 MED. GR. 100 NB SIZE	402	Mtr		
SUPPLY- FIRE FIGHTING EQUIPMENT - MS ERW PIPE 80NB - MEDIUM GRADE -ABOVE GROUND MS PIPE AS PER IS 1239 PART 1 MED GR 80 NB SIZE	12	Mtr		
SUPPLY- FIRE FIGHTING EQUIPMENT - GATE VALVE 100NB -CI GATE VALVE 100 NB	4	NO		
SUPPLY- FIRE FIGHTING EQUIPMENT - MULTI SENSOR DETECTOR -ADDRESSABLE MULTISENSOR SMOKE DETECTOR	6	NO		
SUPPLY- FIRE FIGHTING EQUIPMENT - MANUAL CALL POINT - ADDRESSABLE TYPE	3	NO		
SUPPLY- FIRE FIGHTING EQUIPMENT - CONTROL MODULE - CONTROL RELAY MODULE	3	NO		
SUPPLY- FIRE FIGHTING EQUIPMENT - 2CX1.5 SQMM UNARMOURED CONTROL CABLE FOR FIRE DETECTION AND ALARM PANEL -ARMOURED SCREENED AND TWISTED PAIR FRLS TYPE CABLE WITH COPPER CONDUCTOR	550	Mtr		
SUPPLY- FIRE FIGHTING EQUIPMENT - PORTABLE CO2 TYPE FIRE EXTINGUISHERS 4.5 KG CAPACITY	3	NO		
SUPPLY- FIRE FIGHTING EQUIPMENT - RCC PEDESTALS FOR PIPE	70	NO		
ETC- FIRE FIGHTING EQUIPMENT - SINGLE HEADED HYDRANT VALVE-EXTERNAL	6	NO		
ETC- FIRE FIGHTING EQUIPMENT - HOSE PIPE - 15M LONG	12	NO		
ETC- FIRE FIGHTING EQUIPMENT - BRANCH PIPE WITH NOZZLE	6	NO		
ETC- FIRE FIGHTING EQUIPMENT - MS FABRICATED GLASS FRONTED EXTERNAL HOSE CABINET	6	NO		
ETC- FIRE FIGHTING EQUIPMENT - MS ERW PIPE 100NB - MEDIUM GRADE	402	Mtr		
ETC- FIRE FIGHTING EQUIPMENT -MS ERW PIPE 80NB - MEDIUM GRADE	12	Mtr		

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ETC- FIRE FIGHTING EQUIPMENT - GATE VALVE 100NB	4	NO		
ETC- FIRE FIGHTING EQUIPMENT - MULTI SENSOR DETECTOR	6	NO		
ETC- FIRE FIGHTING EQUIPMENT -MANUAL CALL POINT	3	NO		
ETC- FIRE FIGHTING EQUIPMENT -CONTROL MODULE	3	NO		
ETC- FIRE FIGHTING EQUIPMENT - 2CX1.5 SQMM UNARMoured CONTROL CABLE FOR FIRE DETECTION AND ALARM PANEL	550	Mtr		
ETC- FIRE FIGHTING EQUIPMENT - PORTABLE CO2 TYPE FIRE EXTINGUISHERS 4.5 KG CAPACITY	3	NO		
ETC- FIRE FIGHTING EQUIPMENT - RCC PEDESTALS FOR PIPE	70	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

SI 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 :	FPS System
Enquiry No.:	
Project:	BSPGCL BARAUNI EXTENSION Ss
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.>