

Project: OPTCL ERSAMA and OPTCL DUBURI Ss
Item : 390kV Surge Arrestor [Supply]
Subject: Bid specific Additional Terms and Conditions
PI Number: 3412300825, 828 Rev 00 dated 24.03.23

1. For any technical clarification, please contact Mr. Nishant Singh, Manager (TBEM); Contact No. 0120-6748515; e-mail: nishant.singh@bhel.in
2. For any commercial clarification, please contact Mr. Prateek Kumar, Manager (TBMM); Contact No. 0120- 6748480; e-mail: pkp@bhel.in
1. **Technical PQR** – As per technical PQR documents of technical specification TB-420-316-005B.
2. **Destination / Delivery Location:** Consignee details as per GEM contract:
 - a. **400/220/132kV GIS Substation at OPTCL ERSAMA, PARADEEP Ss**
 - b. **400kV AIS substation at New Duburi Ss**
3. **Vendor Approval-** Bidder's offer will be considered for evaluation based on PQR, Technical and other commercial documents submitted along with bid. Below documents must be submitted along with offer:
 - a. Performance certificate
 - b. Supply experience
 - c. ISO certificate
 - d. Balance sheet (last 3 years)
 - e. Any other documents, as required by customer

Please note that this is not exhaustive list of documents, additional documents apart from above can be demanded for arranging customer approval.

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

3. Vendor to furnish "Quoted/Not Quoted" in unpriced bid given in Annexure-1.
4. Delivery Requirement: Jul-2023. 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

Project: OPTCL ERSAMA and OPTCL DUBURI Ss
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PI Number: 3412300825, 828 Rev 00 dated 24.03.23

2.	Submission of documents necessary for getting manufacturing clearance like Drawings, data sheet etc. from input by BHEL (In scope of vendor)	03
3.	Review and Approval of documents and issue of manufacturing clearance (In scope of BHEL)	02
4.	Manufacturing Time & inspection call (In scope of vendor)	12
5.	Inspection (In scope of BHEL)	01
6.	Issue of MICC (In scope of BHEL)	01
7.	Dispatch and receipt at site (In scope of vendor)	02

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)	- NIL deviation-	
2.	Schedule of Technical Deviation, if any (Against Technical Specification)	- NIL deviation-	

5. **Reverse Auction – Bid to RA is applicable.**

6. **Prices:** The quoted prices shall be on Firm basis. Price to be quoted as inclusive of GST. i.e. Ex-Works (Supply+ F&I) + GST on FOR destination basis. Unloading and Storage at site is not in the scope of bidder. Bidders to quote price accordingly.

7. **Inspection:** To be inspected by Customer/ BHEL/ TPIA as per approved QAP. Complete inspection cost (lodging, boarding etc.) to be borne by the bidder. For further details, please refer Annexure-V.

8. **Payment Terms:** Payment due date shall be as per GEM.

Supply Payment- 100% 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:

Project: OPTCL ERSAMA and OPTCL DUBURI Ss
Item : 390kV Surge Arrestor [Supply]
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- 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)

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

9. **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.**”

10. 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

11. 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 Twelve (12) months from the date of commissioning, whichever is later. commissioning date is 03 December 2024.

Project: OPTCL ERSAMA and OPTCL DUBURI Ss
Item : 390kV Surge Arrestor [Supply]
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PI Number: 3412300825, 828 Rev 00 dated 24.03.23

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.

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

Supplier shall arrange to submit Performance BG for 5% of total contract value along with first invoice. Performance BG shall be valid till guarantee period 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."

13. **Liquidation Damage-** As per GeM GTC, If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

However, Liquidated Damage on delayed delivery shall be calculated separately for Main Supply & for ETC [Erection Testing & Commissioning].

14. **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

Project: OPTCL ERSAMA and OPTCL DUBURI Ss
Item : 390kV Surge Arrestor [Supply]
Subject: Bid specific Additional Terms and Conditions
PI Number: 3412300825, 828 Rev 00 dated 24.03.23

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)

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,

Project: OPTCL ERSAMA and OPTCL DUBURI Ss
Item : 390kV Surge Arrestor [Supply]
Subject: Bid specific Additional Terms and Conditions
PI Number: 3412300825, 828 Rev 00 dated 24.03.23

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.

15. 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.

16. RXIL (TReDS) Platform:

BHEL 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.

Project: OPTCL ERSAMA and OPTCL DUBURI Ss
Item : 390kV Surge Arrestor [Supply]
Subject: Bid specific Additional Terms and Conditions
PI Number: 3412300825, 828 Rev 00 dated 24.03.23

17. Bill to Address: -

Bharat Heavy Electricals Limited-TBG, 5th Floor, New Building, Sector-16A, Noida-201301, U.P. GSTN-09AAACB4146P2ZC

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

Works Address-----

Important Note:

BHEL shall place project wise separate purchase order (i.e. Separate PO for Ersama and Duburi Extn.). Accordingly, all terms & conditions i.e. delivery period, Guarantee Period, Performance BG, Liquidated Damage etc. shall be dealt separately as per project specific PO.

Project: OPTCL ERSAMA and OPTCL DUBURI Ss
Item : 390kV Surge Arrestor [Supply]
Subject: Bid specific Additional Terms and Conditions
PI Number: 3412300825, 828 Rev 00 dated 24.03.23

Annexure-1 (Unpriced Bid)

Item Title	Item Description	Item Quantity	Unit of Measure	Bidder to confirm (Quoted/Not Quoted*)	Bidder to quote % applicable GST
Supply-1	ERSAMA, PARADEEP Ss- SUPPLY- SURGE ARRESTOR : 20KA NOMINAL DISCHARGE, 31MM/KV CREEPAGE, 390KV SINGLE PHASE, GAPLESS (ZNO) SURGE ARRESTER COMPLETE WITH ALL ACCESSORIES (CORNONA RING [IF APPLICABLE], SURGE COUNTER/ MONITOR, INSULATING BASE, LUGS, FIXING & EARTHING HARDWARE ETC) EXCEPT TERMINAL CONNECTOR AND INSULATED CONNECTING CABLE.	15	NO		
Supply-2	ERSAMA, PARADEEP Ss- SUPPLY- SURGE ARRESTOR : 390KV TERMINAL CONNECTOR SUITABLE FOR ACSR TWIN MOOSE	15	NO		
Supply-3	ERSAMA, PARADEEP Ss- SUPPLY-SURGE ARRESTOR : INSULATED COPPER ROD/ STRIP CONNECTING SURGE ARRESTER TO SURGE COUNTER	90	MTR		
Supply-4	DUBURI Ss-- SUPPLY- SURGE ARRESTOR : 20KA NOMINAL DISCHARGE, 25MM/KV CREEPAGE, 390KV SINGLE PHASE, GAPLESS (ZNO) SURGE ARRESTER COMPLETE WITH ALL ACCESSORIES (CORNONA RING [IF APPLICABLE], SURGE COUNTER/ MONITOR, INSULATING BASE, LUGS, FIXING & EARTHING HARDWARE ETC) EXCEPT TERMINAL CONNECTOR AND INSULATED CONNECTING CABLE.	12	NO		
Supply-5	DUBURI Ss - SUPPLY- SURGE ARRESTOR : 390KV TERMINAL CONNECTOR SUITABLE FOR ACSR TWIN MOOSE	12	NO		
Supply-6	DUBURI Ss- SUPPLY- SURGE ARRESTOR : INSULATED COPPER ROD/ STRIP CONNECTING SURGE ARRESTER TO SURGE COUNTER	72	MTR		
Supply-7	DUBURI Ss- Spare- SURGE ARRESTOR : 10KA NOMINAL DISCHARGE, 25MM/KV CREEPAGE, 390KV SINGLE PHASE, GAPLESS (ZNO) SURGE ARRESTER COMPLETE WITH ALL ACCESSORIES (CORNONA RING [IF APPLICABLE], SURGE	1	NO		

Project: OPTCL ERSAMA and OPTCL DUBURI Ss
Item : 390kV Surge Arrestor [Supply]
Subject: Bid specific Additional Terms and Conditions
PI Number: 3412300825, 828 Rev 00 dated 24.03.23

	COUNTER/ MONITOR, INSULATING BASE, LUGS, FIXING & EARTHING HARDWARE ETC) EXCEPT TERMINAL CONNECTOR AND INSULATED CONNECTING CABLE.				
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***If Bidder mention "Not quoted" it means bidder shall supply the item free of cost to BHEL.**

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Item : 390kV Surge Arrestor [Supply]
Subject: Bid specific Additional Terms and Conditions
PI Number: 3412300825, 828 Rev 00 dated 24.03.23

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 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: OPTCL ERSAMA and OPTCL DUBURI Ss
Item : 390kV Surge Arrestor [Supply]
Subject: Bid specific Additional Terms and Conditions
PI Number: 3412300825, 828 Rev 00 dated 24.03.23

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: OPTCL ERSAMA and OPTCL DUBURI Ss
 Item : 390kV Surge Arrestor [Supply]
 Subject: Bid specific Additional Terms and Conditions
 PI Number: 3412300825, 828 Rev 00 dated 24.03.23

Annexure-IV

Item/Package Name :	390kV Surge Arrestor
Enquiry No.:	
Project:	OPTCL ERSAMA and OPTCL DUBURI 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.

Project: OPTCL ERSAMA and OPTCL DUBURI Ss
Item : 390kV Surge Arrestor [Supply]
Subject: Bid specific Additional Terms and Conditions
PI Number: 3412300825, 828 Rev 00 dated 24.03.23

- 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.>