

SPECIAL TERMS AND CONDITIONS

This will supersede over General Terms and Conditions

1. For any technical clarification, please contact Shobhna Singh, Sr. Manager (TBEM); Contact No. 0120-6748514; e-mail: shobhna@bhel.in
2. For any commercial clarification, please contact Ms. Sumana Das, Dy. Manager (TBMM); Contact No. 0120- 6748469; e-mail: sumana@bhel.in
3. **Technical Spec & Technical PQR** – As per TB-STD-316-021 & As per Annexure.
4. **Clause No. 2.1 of GTC - Prices are on PVC basis- IEEMA Formula enclosed. IEEMA Circular No.-IEEMA(PVC)/ EARTHWire/2015 Dated- 01.04.2015**
5. **Clause No. 2.3 of GTC** Unless specifically indicated in the NIT, the prices are to be quoted on FOR (Site / Destination) basis excluding GST. The break-up of prices shall be as under:
 - a) Ex-works Price: Ex-works price including packing & forwarding charges.
 - b) Freight & Insurance:
 - I. The F&I charges will be considered as 14.22% of PO EX-Works value without GST. The destination can be anywhere in India. Supplier to Quote Ex-works rate accordingly.
 - II. If total PO quantity is less than 3KM, F&I charges for 3KM shall be applicable.
 - III. GST will be payable as per prevailing rate in addition to above calculated F&I Charges. Present rate of GST is 18%.

Note: The purchase orders shall be placed on Ex-works basis. However, supplier has to arrange Freight & Insurance on behalf of BHEL and reimbursement of same shall be given to vendor as per above rate
6. **Vendor Approval-** Separate PO shall be placed for each project against RC. Bidders to provide Performance Certificate, supply experience with supporting documents, details of testing facilities etc. for approval **as per PQR** along with the bid documents.
7. Bidder to refer BOQ as per Annexure-I.
8. **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 WEEKS	CUMULATIVE ACTIVITY TIME IN WEEKS
1	Issue of Input from BHEL (In scope of BHEL)	01	01
2.	Submission of documents necessary for getting manufacturing clearance like	02	03

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	Drawings, data sheet etc. for each PO (In scope of vendor)		
3.	Review and Approval of documents and issue of manufacturing clearance (In scope of BHEL)	02	05
4.	Manufacturing Time (In scope of vendor)	08	13
5.	Inspection (In scope of BHEL)	01	14
6.	Issue of MICC (In scope of BHEL)	01	15
7.	Dispatch (In scope of vendor)	01	16

Note – 1 - Supplier to ensure every revised submission incorporating comments within 1 weeks from the date of comments by BHEL. Delay in submission/ resubmission of documents (sl no 2 above) by supplier from the stipulated timeline will be added for calculation of LD.

9. Schedule of Deviation

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

10. 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.”

11. Manufacturing Quality Plan (MQP):Format of MQP is attached along with NIT for reference. However, Supplier to submit MQP for each project in line with requirement of BHEL/customer.

12. Clause No. 3 of GTC Payment Terms– Payment shall be made within 45 days for MSE (Micro & Small Enterprises) / within 60 days for Medium Enterprises / within 90 days for non MSME suppliers.

100% of basic price of materials supplied as per PO, along with 100% of GST & F&I, shall be paid on pro-rata basis on receipt of complete Invoice along with documents in 3 sets (original + 2 copies) as follows:

- Material receipt Certificate duly endorsed by BHEL Site Official.
- GST Compliant Tax Invoice
- Packing List (Case-wise)
- Copy of Transit Insurance Certificate from underwriters.
- Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management.
- Guarantee Certificate.
- Copy of Security Cum Performance Bank Guarantee.

13. Clause No. 13 of GTC-Liquidated Damage for Supply (Clause no. 13 of BHEL/TBG/GTC/2016 Rev.01): In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.5% of the total PO Ex-Works value & F & I Charges for supply per week of delay or part thereof subject to a maximum of 10% of the total PO Ex-Works value & F & I Charges shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.

14. Clause No. 5 of GTC_Guarantee Clause- The equipment / material supplied against each PO 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.

15. Clause No. 7 of GTC_ - Security Cum Performance Bank Guarantee:

A Security cum Performance Bank Guarantee amounting equal to the value of Two percentage (2%) of Ex-work of rate contract value shall be taken from the vendor who enter into rate contract against this Enquiry and the Bank Guarantee shall be submitted by vendor which should be initially valid till 21 (18 months +3 months claim period) months from the date of expiry of Validity of Rate contract.

This BG have to be submitted within 30 days from the date of award of Rate Contract. In case of non-submission of said BG, an amount equal to BG value shall be withheld from the Invoices of the vendor and will be released after 21 months from the date of expiry of Validity of Rate contract.

“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 withheld as per terms and conditions defined in NIT / Contract, and due interest shall be recovered from the bills”

[A] Within the validity of Rate Contract:

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Value of the Bank Guarantee (at the time of initial submission) shall remain unchanged for any subsequent variations in Rate Contract value up to $\pm 30\%$.

[B] After expiry of validity of Rate contract:

In case variation in value of total Purchase Orders placed under Rate contract is beyond -30%:

(i) Vendor may opt to submit revised BG amounting equal to Two percentage (2%) of Ex-works value of total Purchase orders for which dispatches are completed as on date of expiry of Rate Contract. Validity of such BG shall be as per original terms i.e. 21 (18 months +3 months claim period) months from the date of expiry of Validity of Rate contract.

(ii) Vendor may opt to submit separate BG amounting for Two percentage (2%) of the ex-works value of the total Purchase Orders for which delivery is yet to be completed as on date of expiry of Rate contract. Validity of such BG shall be till 21 (18 months validity + 3 months claim period) months from the date of last dispatch under such Purchase orders.

(iii). Upon Submission of the BGs as per [B](i) & [B](ii) above, initially submitted BG against Rate contract shall be returned to vendor.

[C] In case vendor does not opt provisions as per [B](i) and [B](ii) above (or) variation in value of total Purchase orders placed under Rate contract is within $\pm 30\%$, validity of the initially submitted BG must be extended so as to cover 21 (18 months validity + 3 months claim period) months from the date of last dispatch of PO under Rate Contract.

Note:

i) The Bank Guarantee shall be from any bank as per Annexure-XV for List of Banks (32 Nos.). The original BG should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida.

ii) Extension of validity of the BG in original, as per above clause, should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida at least 45 days before expiry of validity of the BG.

iii) Unless otherwise specified in the NIT, deviation taken for non-submission of BG / Deposit, as applicable, shall not be accepted.

iv) In case of non-submission BG / Deposit, as applicable, BHEL reserve the right for Risk Purchase as per terms of the NIT and impose Suspension of Business Dealings with the Supplier / Contractor.

v) BHEL reserve the right to encash the Bank Guarantee and forfeit the amount in the event of any default, failure or neglect on part of the Supplier in fulfilment of performance of the Purchase Order.

vii) Vendor to ensure submission of Certificate of Final Documentation /Confirmation regarding Non applicability of Final Documentation, as the case may be, as referred in clause No 9 regarding Final Documentation. BG shall be released only after submission of the same to BHEL TBMM

16. Clause No. 18 of GTC_ -LOADING CRITERIA: List of permissible deviations & loading criteria thereof are as follows: -

Payment Terms: Base rate of SBI (as applicable on the date of bid opening / techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidder(s) against terms of payment in the NIT.

Liquidated Damages (LD) for Delayed Delivery: Loading on LD clause shall be to the extent to which it is not agreed to by the bidder (at offered value).

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Note: Additional deviations (if considered acceptable by BHEL) & the loading criteria shall be communicated to all the qualified bidders before price bid opening

- 17. Clause No. 17 of GTC_ - TENDER EVALUATION :** Comparative statement shall be prepared based on overall quantity basis unless otherwise indicated in the enquiry. Evaluation of offers shall be done on the basis of delivered cost to BHEL, Considering Ex-Works Price, GST, F&I (as per SN 5b). GST input credit available to BHEL shall be reduced from prices while determining L1 status.

The quantity in MTR length to be procured under each category as mentioned in BOQ is for evaluation purpose only and actual ordered quantity in MTR length of shield Wire under each category may vary up to any extent limited to total value of the rate contract.

Evaluation in case of more than one L-1 bidders - In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discount from respective L-1.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

- 18. Clause No. 39 of GTC_ VARIATION OF CONTRACT VALUE / QUANTITY VARIATION :**

BHEL shall have the right to variation in quantities of items within $\pm 30\%$ of the total Rate Contract value at the time of award of Rate Contract on overall basis within validity period of Rate Contract. No compensation is payable due to variation in the quantities and the Supplier / Contractor shall be bound to accept the same the contracted prices / rates without any escalation.

- 19. VALIDITY OF PO:** The PO shall be valid for one year from the date of issue of PO or validity of RC whichever is later.

- 20. EVALUATION / CONDITIONS FOR RATE CONTRACT -_The Rate Contract shall be Valid for 24 Months from the Date of award of the Rate Contract.** All orders placed within the Rate Contract Validity period have to be executed.

a) Allotment of job to any Vendor would be sole prerogative of TBG, BHEL & no representation in this regard shall be entertained. However, generally the allotment will be based on following:

- i) Capability of vendor in meeting delivery schedule of BHEL.
- ii) Delivery performance of Vendor.
- iii) Delivery Capacity as available at the time of allotment.
- iv) Vendor approval by customer.
- v) L-1 Vendor will be given preference. However, BHEL, TBG reserves its right of allotment to any Vendor, with whom Rate Contract is entered, to meet its delivery requirement.

b) **The Rate Contract is proposed to be entered with Two [02] Nos. of Vendors with the quantity distribution in the ratio of 60:40.** 60% quantity shall be awarded to original L1 vendor. The rates of Original L1 vendor shall be sequentially counter-offered to L2, L3, L4 and so on in that sequence. The balance 40% quantity shall be awarded to the L2 or L3 or L4 and so on, bidder whoever accepts the rate of the original L1 bidder in that sequence. In case the other bidders do not accept the business at L1 rates, then order for 100% business will be placed with the original L1 bidder.

In case of single techno-commercially qualified bidder, 100% quantity will be ordered to single bidder.

c) Purchase preference to Micro and Small Enterprises (MSEs):

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods.

Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

In a situation where original L-1 bidder is not a Micro and Small Enterprise, 60% quantity shall be awarded to L1 bidder. Thereafter, the lowest bidder (s) among MSE bidder (s) who has quoted within the price band of L-1 + 15% shall be invited to match the original L1 price for the remaining 40% quantity. In case such lowest eligible MSE bidder fails to match the L1 price, the next higher MSE bidder in ranking within the L1+15% shall be invited to match the L1 price for remaining 40% quantity and so on, and contract shall be awarded accordingly. In case no MSE bidder within the price band of L1+15% accept the L1 price, remaining 40% quantity shall be sequentially counter-offered and awarded as per sl. No. 19 (b) above.

d) However, in case of award of Rate Contract, any actual distribution pattern cannot be committed as evaluation will be done among bidders with whom rate contract is entered, when the delivery location becomes known. Evaluation for each destination shall be done on 'total cost to BHEL' basis and purchase order shall be placed accordingly on L1 vendor for the specific requirement.

e) **Bidder should be registered in BHEL TBG.** Non-registered bidder should apply for registration at <https://supplier.bhel.in/>.

(i) Bidders, not registered with BHEL TBG, need to submit application for Assessment of Registration through Online supplier registration portal at: <https://supplier.bhel.in/> and acknowledgement of submission of Supplier registration form to be submitted along with Part-I bid.

(ii) Bidders who are registered with BHEL TBG need to submit registration letter / email along with Part-I bid.

(iii) **For Supplier Registration related queries, bidders may contact Sh. Satish Kumar Mohite, Sr. Engineer, TBMM-SDC, skmohite@bhel.in, 0120 674 8460.**

(iv) In case of bidders referred to point no (i) above, price bids of only those Bidders will be opened who are registered with BHEL TRANSMISSION GROUP (BHEL-TBG)

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- (v) BHEL reserves the right to reject the offer even though bidder meets the prequalification criteria but is considered not qualified for grant of registration of by BHEL. Decision of BHEL will be final in this regard and shall be binding on the bidders.
- (vi) Supplier Evaluation team may also visit Works of Bidder for Assessment.

21. **REVERSE AUCTION:** Applicable as per BHEL RA guidelines 2021.

22. **MOP Circular:** APPLICABLE

23. **INTEGRITY PACT:** Not Applicable.

24. **BHEL Supplier Registration Portal-** The link for Online Supplier registration Portal is <https://supplier.bhel.in/>. The link for Online Supplier Registration Portal may also be seen at BHEL website (www.bhel.com) on "Supplier Registration" Page.

25. **Bidders to submit below documents alongwith their offer but not limited to:**

- (a) PAN, GST, Certificate of Incorporation
 - (b) Factory Registration Certificate
 - (c) Overall organization Chart with Manpower Details (Design/Manufacturing/Quality etc.)
 - (d) List of Plant and Machinery
 - (e) List of Testing and Measuring equipment
 - (f) Third party approval, if any (viz. ISO, BIS)
 - (g) Pollution clearance wherever applicable
 - (h) Energy conservation & Efficiency Report(Applicable to industries having contact load more than 100KVA)
 - (i) Manufacturing Quality Plan (MQP)
 - (j) List of past supplies references along with copy of major PO
 - (k) Performance certificate from end user
 - (l) Photographs of factory, plant and machinery & testing facilities
- 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. - _____

IMPORTANT INSTRUCTION:

"We confirm that we have quoted as per specified price format provided along with this tender".

NAME & SEAL OF TENDERER

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ANNEXURE-1 (BOQ) UNPRICED BID

Sl. No.	Description	Qty	Unit	Unit Price	GST on Unit Price	Unit F&I (@ 14.22% of unit Ex-Works)	GST On Unit F&I
1	SUPPLY- 7/9 SWG (7/3.66 MM) SHIELD WIRE	19000	MTR	Mention as "Quoted"	Mention GST %	Prefilled @14.22% of unit ex works	Mention GST %
2	SUPPLY- 7/8 SWG (7/4MM) SHIELD WIRE	5000	MTR	Mention as "Quoted"	Mention GST %	Prefilled @14.22% of unit ex works	Mention GST %

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Item Name :	
Enquiry No. :	
Project :	Frame Work Agreement of Shield Wire
Type of project	Transmission
Applicable percentage of Local Content	Bidder to fill local percentage

Format for Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII order, 2017 if applicable.

Date: / /2019

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 28/05/2018 and any subsequent modifications/Amendments, if any and

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*) meets the 'Minimum Local Content 'as defined in the PPP-MII order.

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 Minimum Local Content criteria, 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.

- 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

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- 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.>