

Project: TANTRANSCO ARIYALLUR SS
Item : 52KV BUSHING [Supply + Services]
Subject: Special Terms and Conditions

Special Terms and Condition

1. For any technical clarification, please contact Mr. M. Vijay Kumar, Manager (TBEM); Contact No. 0120-6748537; e-mail: vijaykumar@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. **Destination / Delivery Location:** TANTRANSCO ARIYALLUR Site. Consignee details shall be provided later.
4. **Proposed Make/Model:** 52Kv RIP Bushing - M/s XIAN Make, suitable for TBEA make 500MVA ICTs. GTP and relevant drawings of bushing enclosed along with NIT. Bidder to comply all technical requirement.
5. Bidder to furnish "Quoted/Not Quoted" in unpriced bid given in Annexure-I.
6. Delivery Requirement: Jun-2022. However, early delivery is acceptable to BHEL. Bidder 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 Bidder(s), then a chance may be given to all such Bidders to review their quoted delivery schedule in line with BHEL's delivery requirement.
7. **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 Bidder)	01
2.	Review and Approval of documents and Issue of manufacturing clearance (In scope of BHEL)	02
3.	Manufacturing Time including proto testing (In scope of Bidder)	20
4.	Inspection (In scope of BHEL)	01
5.	Issue of MICC (In scope of BHEL)	01
6.	Dispatch and Transit time till site (In scope of Bidder)	05

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

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Deviation sheet to be filled by bidder:

		Bidder 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	

8. **Prices:** The quoted prices shall be on Firm basis. Price to be quoted as per given format in NIT. Unloading at site is not in the scope of bidder. Bidders to quote price accordingly.
9. Reverse Auction – Not applicable.
10. Bidder is required to provide suitable packing for the Bushing (seaworthy) so that maximum protection can be ensured against conditions encountered during transportation & handling from works to site. The packing should be adequate for storage as well.
11. Bidder is required to submit Handling/ Transportation/ Storage manual, as applicable along with offer.
12. **Payment Terms** – Payment shall be applicable as per clause no. 3.1 of BHEL/TBG/GTC/2016 REV01 and clause no. 13 of BHEL/TBG/GTC-ETC/2016 REV 01. Bidder need to submit their bills strictly compliance with checklist (enclosed). Each bills should have signed checklist as a part of their bill for further processing.
- 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 Bidder 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. **Make in India-** Not applicable due to spare requirement.
14. **Rule 144 (XI) of GFR -** Being Spare part, compliance of Rule 144 (XI) of GFR is not applicable.
15. **MOP Circular-** Bidder to submit compliance of Ministry of Power circular regarding Trojan/Malware, attached as Annexure- II.

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16. **Inspection-** BHEL /Third party inspection may be carried out at Bidder/manufacturer works; however, material to be dispatched only after getting Material inspection Clearance Certificate MICC issued by BHEL. Bidder shall submit inspection call in prescribed format / web site only, with an advance notice of 21 days. Bidder to submit MQP of Bushing along with offer.
17. **GUARANTEE:** BHEL Standard GTC clause shall be applicable; which is as:
- (a) 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 (b) commissioning, whichever is earlier.
 - (c) 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 Bidder / contractor. Any expenditure for dismantling and re-erection of the replaced equipment / material / component shall be to Bidder'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.
 - (d) In the event of the Bidder / 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 Bidder / 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 Bidder / contractor.
18. **Performance Bank Guarantee:** In addition to BHEL GTC clause, following terms and condition shall be applicable:
- Bidder 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 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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19. Liquidation Damage- Clause no. 13 of GTC shall be read as below:

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.

However, in case of staggered (lot-wise) contractual delivery schedule, an amount of 0.5% of the total delayed lot of PO EX-WORKS VALUE & F & I CHARGES of for supply per week of delay or part thereof subject to maximum of 10% of the total delayed lot of PO EX-WORKS VALUE & F & I CHARGES shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.

20. Arbitration Clause:

ARBITRATION Clause No. 19 of GTC 2016 shall be read as follows:

A) CONCILIATION (MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018)

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.

Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in **Annexure-A to this GCC (Enclosed)**.

The Annexure-A together with it's appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC."

B) ARBITRATION (WITH SOLE ARBITRATOR)

- (a) Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the Sole Arbitrator and such Arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

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- (b) The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- (c) Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) and amended in 2015 and further amendment passed in 2019 or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be New Delhi. The language of arbitration shall be English and the documents shall be submitted in English.
- (d) The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator.
- (e) Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.
- (f) **SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN CPSES INTER SE AND CPSE(S) AND GOVERNMENT DEPARTMENT(S)/ ORGANISATION(S) – ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSES DISPUTES (AMRCD) – REGARDING**

Vide Dept. of Public Enterprises OM No. F. No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 it has been conveyed that *"To make the mechanism more effective and binding on the disputing parties, a new mechanism namely Administrative Mechanism for resolution of CPSEs Disputes (AMRCD) having two level (tier) structure has been evolved in consultation with various stakeholders to replace the existing PMA mechanism which stands wound up from the date of issue of this OM."* Accordingly, the existing Permanent Machinery of Arbitration (PMA) stands wound up with effect from 22.05.2018 and cases relating to disputes or differences relating to the interpretation and application of the provisions of commercial contract(s) between CPSEs / Port Trust / Central or State Government Department / Organizations (excluding disputes concerning Railways, Income Tax, Customs and Excise Departments) shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).

(C) JURISDICTION AND GOVERNING LAWS

The Courts at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. This Contract shall be construed as per and be governed by the Laws of India. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

22. All other terms and conditions shall be as per BHEL General terms and condition attached along with NIT.

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Annexure-I

Item Title	Item Description	Item Quantity	Unit of Measure	Bidder to confirm (Quoted/Not Quoted*)
Supply-1	TRANSFORMER- 52KV, 3150A, RIP Bushing	12	NO	

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

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Annexure-II

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