

STC to GTC/BHEL- ADDITIONAL TERMS & CONDITIONS
FOR SUPPLY OF SHIELD WIRE FOR PHPA-I & II, BHUTAN PROJECT

1. For any technical clarification, please contact Mr. Akhilesh Kumar, Dy Manager (TBEM); Contact No. 0120-674-8528; e-mail: akhileshk@bhel.in
 2. For any commercial clarification, please contact Ms. Sumana Das (TBMM); Contact No.0120- 6748469; e-mail: sumana@bhel.in
 3. **Technical Spec & Technical PQR** – As per TB-316-356-SW & As per Annexure.
 4. **TENDER EVALUATION:** Comparative statement shall be prepared and evaluated on total cost basis at destination/site (as per terms of NIT) considering overall quantity indicated in NIT. However, PO shall be placed project wise.
 5. **Project Status:** EXPORT. Supply portion shall be governed as per notification 41/2017 of IGST (Rate) dated 23.10.2017
 6. GST rate : 0.1% (Against LUT, Subject to export within 90 days)
 7. **PHPA-1 Consignee/delivery address** : BHEL C/o ,Engineer-In-Charge, Punatsangchhu-I Hydroelectric Project Authority (PHPA-I) Contract Package MEM-2/2012 Punatsangchhu-I Hydroelectric Project Authority, Bhutan
 8. **PHPA-2 Consignee/delivery address** : BHEL C/o ,Engineer-In-Charge, Punatsangchhu-II Hydroelectric Project Authority (PHPA-II), Contract No. PHPA-II/EM-2/2013, Punatsangchhu-II Camp Bajothang, Bhutan.
 9. Custom clearance and Trans-shipment in Bhutan will be in Vendor's scope.
 10. List of documents required at Jaigaon Land Customs Station (LCS) for Custom clearance :
 - BHEL-TBG Export Invoice.
 - Vendor LR.
 - Vendor e-way bill.
 - Vendor Packing List/Delivery challan.
 - Customer - MDCC
 - Letter of Undertaking (Form GST-RFD-11)
 11. BHEL is having one temporary intermediate storage facility at Tharm No.283, Plot No. PGT-1217 located at Chamkuna (Torsa River Side), **Phuentsholling** in Indo-Bhutan Border
 12. Contact details of PS-ER officials for facilitating : **Mr Kanai Das Thakur**+975-77-31-5689, **Mr Prasanna Mondal**, +975-77-30-4041 (Both numbers are available on WhatsApp)
 13. **Vendor Approval-** Bidder's offer will be acceptable subject to final acceptance by end customer.
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14. SCOPE OF SUPPLY AND BOQ.

SN	ITEM DESCRIPTIONS	UNIT	QTY
1	SUPPLY- SHIELD WIRE : 7/9SWG (7/3.66MM) SHIELD WIRE FOR PHPA-I	MTR	1000
2.	SUPPLY- SHIELD WIRE : 7/9SWG (7/3.66MM) SHIELD WIRE FOR PHPA-II PROJECT	MTR	1400

15. 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
1.	Submission of documents necessary for getting manufacturing clearance like Drawings, data sheet etc. (In scope of vendor)	03
2.	Review and Approval of documents and issue of manufacturing clearance (In scope of BHEL)	04
3.	Manufacturing Time (In scope of vendor)	08
4.	Inspection (In scope of BHEL)	02
5.	Issue of MICC (In scope of BHEL)	02
6.	Dispatch (In scope of vendor)	02

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

16. 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	

17. Make in India (PPP-MII) : 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**

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received from Class-II & Non-Local supplier shall be rejected. Bidder to specify the percentage of local content as per the format of self-declaration for local content”.

18. **Payment Terms** - 100% of payment within 90 days (for non MSME)/ 60 days (for medium enterprises) /45 days (for MSEs) from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:
 - 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 BHELQuality Management
 - g) Guarantee Certificate
 - h) Copy of Performance Bank Guarantee (PBG)

 19. **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.

 20. **Guarantee Clause-** 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 earlier.

 21. **Performance BG / Deposit Clause:** Supplier shall arrange to submit Performance BG / Deposit of 10% of contract value 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. PBG should valid till guarantee period with claim period of 3 months extra over and above guarantee period.

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

 23. **MOP Circular :** APPLICABLE

 24. **INTEGRITY PACT:** Not Applicable.

 25. **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.

 26. **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
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- (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. - -----

27. 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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Item Name :	
Enquiry No. :	
Project :	
Type of project	Thermal Transmission / Thermal (Coal or Gas) / Hydro
Applicable percentage of Local Content	

Format for Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII order, 2017 if applicable, **to be provided on a non-judicial stamp paper of Rs. 100/-.**

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

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- 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.>
