

- Enquiry is floated through E-procurement system and hence Offer has to be submitted through EPS portal only (<https://bhel.abcprocure.com/EPROC>).
- For any technical clarification, please contact Mr. Akhilesh Kumar, Deputy Manager (TBEM); Contact No. 0120-674--8528; e-mail: akhileshk@bhel.in
- For any commercial clarification, please contact Mr. Sandeep, Deputy Manager (TBMM); Contact No. 0120-6748450; e-mail: kumar.sandeep@bhel.in

Mentioned clauses of General Terms and Conditions are to be read as follows:

1. **Project Status:** Domestic
2. **Taxes and duties:** GST as applicable.
3. **Location of Plant:** UPRVUNL PANKI TPS EXTN 1X660MW, Panki Power Plant, District-Kanpur (State-Uttar Pradesh) PIN-208020
Nearest Railway Station: PANKI, Nearest airport- Lucknow
4. **Payment shall be applicable as per clause no. 3.2 and 3.5 of BHEL/TBG/GTC/2016 Rev-01.**
5. **Pre-Qualifying Requirement:** Technical QR as mentioned at CI No. 1.5 of Section-1 of Technical Spec No. TB-316-401-005 Rev-00.
6. **Technical Requirement as per Technical Specification Doc. No TB-316-401-005 Rev-00.**
7. Delivery Period – 27.12.2019
8. **Guarantee**

Clause No. 5 of general Terms & Conditions for tender Enquiry / Contract (Guarantee Clause) should be as follows:

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 Eighteen (18) months for the date of last delivery or eighteen (18) from the date of completion (i.e. 27.12.2019) of the facilities whichever is later.

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.

The defects liability period shall be eighteen (18) months from the date of last delivery or eighteen (18) months from the date of completion (i.e. 27.12.2019) of the facilities, whichever is later.

9. Performance Bank Guarantee

Clause No. 7 of General Terms & Conditions for tender Enquiry / Contract (Performance Bank Guarantee clause) should be as follows:

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, in line with follows:-

Option "A"

Not Applicable

Option "B"

PBG for 10% of the total Ex works PO value, shall be valid for eighteen (18) months from the date of last delivery or eighteen (18) months from completion (i.e. 27.12.2019) whichever is later (or any part thereof) with claim period of 03 months extra over and above 18 months. Total PO value at the time of placement of PO shall be considered for calculation of the PBG amount

Option "C"

Not Applicable

10. Vendor to provide works address from where the material will be supplied in case PO is placed.
11. Offer of techno – commercially acceptable vendors shall be considered for Price Bid Opening / RA.
12. **(I) 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.**
(II) In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.
(III) Preference to Make in India will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following link:
(IV) MINIMUM LOCAL CONTENT FOR THIS TENDER ENQUIRY SHALL BE 72.8% AS PER GOI (ORDER NO. 11/05/2018-Coord, GOVERNMENT OF INDIA, MINISTRY OF POWER, REF NO. P-45021/2/2017-PP (BE-11), DATED: 28/5/2018

http://dipp.nic.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf
http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf

Note: It may be noted that any vendor approved for any other NTPC Projects shall be acceptable after formal proposal to UPRVNL for PANKI Project.

All remaining terms and conditions shall be as per GTC.