- 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. M.S. Pundir, Dy. Manager (TBEM); Contact No. 0120-674-8512; e-mail: manvender@bhel.in
- For any commercial clarification, please contact Mr. Sandeep, Dy. 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:** Shamli UP. PIN Code-2447776
   Nearest Railway Station: Shamli

4. **Payment shall be applicable as per clause no. 3.2 and 3.5 of BHEL/TBG/GTC/2016 Rev-01.**

5. Proposed delivery plan is b**y 26.06.2020.** However, vendor has to quote their best delivery plan in activity schedule. 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).

6. **Technical Requirement as per Technical Specification Doc. No. TB-406-316-025 Rev 00**.

7. **Deviations must be mentioned in deviation schedule(s) and deviation mentioned, if any, elsewhere shall not be considered.**

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 18 (Eighteen) months from the date of last delivery or 12 months from the date (i.e.16.01.2021) of taking over of plant, 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.

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 with claim period of 3 months extra over and above 18 months or 12 months from the date of taking over of the plant i.e. 16.01.2021, whichever is later. Ex-works 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. Vendor Approval- Acceptance of offer is subject to customer(UPPTCL) approved vendor list. However, those vendors are not appearing in customer approved list, have to obtain approval prior to techno-commercial bid opening. Documents required for additional vendor approval

- ***a. Vendor approval letter from customer UPPTCL/PGCIL/NTPC/and other public and state utilities.***
- ***b. Proof of Supplies (PO/Work Order copies of above customers).***
- ***c. Performance Certificate (wherever applicable).***
- ***d. Company Profile***
- ***e. Financial status etc.***

12. Offer of techno – commercially acceptable vendors shall be considered for Price Bid Opening / RA.

13. (I) For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 & 29.05.2019 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:

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

https://dipp.gov.in/public-procurements

IV) MINIMUM LOCAL CONTENT FOR THIS TENDER ENQUIRY SHALL BE 50%.

14. LIQUIDATED DAMAGES FOR DELAYED DELIVERY

In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.5% of the Ex- Works Purchase Order value for supply per week of delay or part thereof subject to a maximum of 10% of the Ex-works Purchase Order value for supply shall be deducted as Liquidated Damages (LD).

All remaining terms and conditions shall be as per GTC.