

<b>PROJECT:</b>	<b>OPTCL NEW DUBURI &amp; ERSAMA</b>
<b>ITEM:</b>	<b>FOTE</b>
<b>SUBJECT:</b>	<b>BID SPECIFIC ATC</b>

<b>1.</b>	For any <b>technical clarification</b> , please contact Mr. Nishant, Dy Manager (TBEM). Contact No. 0120-06748515; e-mail: nishant.singh@bhel.in
<b>2.</b>	For any <b>commercial clarification</b> , please contact Mr. Manish Jain, Manager (TBMM). Contact No. 0120-6748484; e-mail: manish.jain@bhel.in
<b>3.</b>	<b>Terms of Payment:</b>
For Supply & Services in scope of the supplier	<p>Supply Payment:</p> <p>a) 95% of payment shall be made within 45 days for MSE (Micro &amp; Small Enterprises) / within 60 days for Medium Enterprises / within 90 days for non MSME suppliers from the date of receipt of complete invoice along with following documents in 3 sets (original + 2 copies).</p> <ul style="list-style-type: none"> <li>• LR / GR duly endorsed by BHEL Site Official.</li> <li>• Material Receipt Certificate issued by BHEL Site Official.</li> <li>• GST Compliant Tax Invoice</li> <li>• Packing List (Case-wise)</li> <li>• Copy of Transit Insurance Certificate from underwriters.</li> <li>• Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management</li> <li>• Guarantee Certificate</li> <li>• Copy of Performance Bank Guarantee (PBG)</li> <li>• Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order</li> </ul> <p>b) 5% of payment shall be made within 45 days for MSE (Micro &amp; Small Enterprises) / within 60 days for Medium Enterprises / within 90 days for non MSME suppliers from the date of receipt of complete invoice along with following documents in 3 sets (original + 2 copies) as follows:</p> <ul style="list-style-type: none"> <li>• Certificate of successful completion of Supervision of Commissioning at Site.</li> <li>• Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management</li> </ul> <p><b><i>Vendor has to submit the duly signed check-list along with Bill(attached).</i></b></p> <p><b>Payment terms for services:</b> 100% payment shall be made within 45 days for MSE (Micro &amp; Small Enterprises) / within 60 days for Medium Enterprises / within 90 days for non MSME suppliers along with applicable GST from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies).</p>
<b>4.</b>	<b>Terms of Delivery:</b>
As per GeM. However, unloading at site is not in the scope of bidder. Bidders to quote price accordingly.	
<b>5.</b>	<b>Delivery Time:</b>
Proposed delivery Plan: 15 December '2023. Supplier to submit Activity schedule (Annexure-A). Early Delivery is acceptable. <b>Note:</b> 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).	

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<b>6.</b>	<b>Prices:</b>
The quoted prices shall be on <b>Firm basis</b> . Price to be quoted on GeM shall be inclusive of GST. i.e. Ex-Works + F&I + GST.	
<b>7.</b>	<b>Liquidated Damage of delayed Delivery:</b>
<i>As per GeM GTC.</i>	
<b>8.</b>	<b>Item, Scope &amp; BOQ:</b>
<b>BOQ:</b> As per Technical specification.	
<b>9.</b>	<b>Technical Specification:</b>
Technical specification no. <b>TB-420-557-001 REV 0</b> . No permissible Technical Deviation has been envisaged. Bidders to quote as per Technical Specification.	
<b>10.</b>	<b>OEM Requirement:</b>
NOT APPLICABLE	
<b>11.</b>	<b>MQP (Manufacturing Quality Plan):</b>
As per technical specification.	
<b>12.</b>	<b>Inspection &amp; inspection charges:</b>
To be inspected by Customer/ BHEL/ TPIA. <b>Complete inspection cost to be borne by the bidder. For further details, please refer Annexure-II.</b>	
<b>13.</b>	<b>Destination / Delivery Location:</b>
Available in GeM	
<b>14.</b>	<b>Bill to Address:</b>
BHEL-Transmission Business Group, Plot No-25, Sector-16A,Noida UP-201301. <b>GSTN-09AAACB4146P2ZC</b>	
<b>15.</b>	<b>Guarantee Clause (Defect Liability Period):</b>
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 <b>18 months from date of DELIVERY or 03.12.2025, whichever is later.</b>	
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.	
<b>15A</b>	<b>Latent Defect Warranty: The period of latent defect warranty shall be 10 years reckoned from 03.12.2024.</b>
<b>16.</b>	<b>Performance Bank Guarantee:</b>
3% of ex works value. Validity period of BG is required as per Guarantee Clause mentioned above with claim period of 3 months extra over and above.	
<b>17.</b>	Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.
<b>18.</b>	<b>Acceptance of Offer:</b>
Acceptance of offer is subjected to following: i) Approval of vendor by end customer ii) Qualification of Technical PQR. iii) Techno-Commercial evaluation by BHEL.	
<b>19.</b>	<b>Make in India:</b>
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.	

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<p>"Bidder to specify the percentage of local content as per the format of self-declaration for local content" as per Annexure-V."</p> <p>"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 16.09.2020 and subsequent orders are eligible to bid in this tender. Bids received from Non-Local &amp; class II suppliers shall be rejected."</p> <p>As per MOP order no A-1/2021-FSC-Part(5) dt 16.11.21 minimum local content to qualify as local class-I supplier is 50%.</p>	
<b>20.</b>	<b>Details of Bidder:</b>
Bidder to submit the details as per format as per Annexure-B.	
<b>21.</b>	<b>Deviations:</b>
<p>a) Technical Deviation: No Technical Deviation is envisaged.</p> <p>b) Commercial Deviation: No Commercial Deviation is envisaged.</p>	
<b>22.</b>	RA is applicable as per GeM. All other terms & conditions shall be as per GTC of GeM
<b>23</b>	Unpriced bid is also to be submitted along with Technical bid part.
<b>24</b>	<b>Quantity Variations:</b> BHEL shall have the right to variation in quantities of items within +/- 10% of the total Purchase Order / Contract value at the time of placement of PO or award of Contract on overall basis for all amendments together within two years from the date of original Purchase Order. The purchaser shall have the right to increase or decrease quantity and scope up to the above extent of value and seller/contractor shall be bound to accept the same at the contracted prices without any escalation.
<b>25</b>	<b>RXIL (TReDS) Platform:</b> TBG is registered with RXIL (TReDS) platform. MSME bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per GoI guidelines.
<b>26</b>	<p><b>Risk Purchase: (Also refer Annexure-I):</b></p> <p>In case the Supplier/ Contractor fails to supply or fails to comply with terms &amp; conditions of the Purchase Order/ Contract or delivers equipment/ material not of the contracted quality or fails to adhere to the contract specifications or fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period, BHEL reserve the right to cancel the Purchase Order/ Contract either in whole or in part thereof without compensation to Supplier/ Contractor and if BHEL so desires, may procure such equipment/ material/ items not delivered or others of similar description where equipment/ material/ items exactly complying with particulars are not readily procurable in the opinion of BHEL which is final and in such manner as deemed appropriate, at the risk and cost of the Supplier/ Contractor and the Supplier/ Contractor shall be liable to BHEL for any excess cost to BHEL. However, the Supplier/ Contractor shall continue execution of the Purchase Order/ Contract to the extent not cancelled under the provisions of this clause.</p> <p>Recovery amount on account of purchases made by BHEL at the risk and cost of Supplier/ Contractor shall be the difference of total value of new Purchase Order (PO) value and total value of old Purchase Order for applicable items, where the total value of new PO is more than total value of old PO for applicable items, plus additional 5% of the total ex-works value of new PO as overheads.</p> <p>The Supplier/ Contractor shall on no account be entitled to any gain on such risk &amp; cost purchase. In case the purchase order (PO) value of the new PO is less than the PO value of the old PO, 5% of the total ex-works value of the new PO shall be recovered as overheads and the difference between the PO value of the old PO and the new PO shall not be considered for calculation of the recovery amount.</p>
<b>27</b>	<p><b>Adjustment of Recovery:</b></p> <p>Any amount payable by the Supplier / Contractor under any of the condition of this contract shall be liable to be adjusted against any amount payable to the Supplier / Contractor under any other Purchase Order / Contract awarded to him by any BHEL unit. This is without prejudice to any other action, as may be deemed fit, by BHEL.</p>

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<b>28</b>	<b>COMPLIANCE TO GOI ORDER FOR RESTRICTIONS UNDER RULE 144 (XI) OF GENERAL FINANCIAL RULES (GFRS), 2017 [Annexure-VI]</b>
	Refer Clause at Annexure-VI and Certification at Annexure-VII / Annexure-VIII (whichever is applicable) regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017. Bidder to comply the clause and submit the certification. Non-compliance/ Non-submission of certification will lead to rejection of Offer.
<b>29</b>	<b>MOP CIRCULAR [Annexure-IX]</b>
	Bidder to comply the MOP circular dated 02-07-2020 (Annexure-IX) and its subsequent amendment, if any, in prescribed format (Annexure-X). Non-compliance/ Non-submission will lead to rejection of Offer [Not Applicable for cases where local content is 100%].
<b>30</b>	<b>Financial PQR</b>
<b>31</b>	<b>Minimum annual turnover(MAT) for best three individual years out of last 5 financial years shall not be less than 70 lakhs.</b>
<b>32</b>	<p><b>Documents to be submitted by supplier: Signed ATC, annexure A,B,C, Schedule of commercial deviation, Schedule of technical deviation, GFR compliance, MOP compliance, and local content certificate and any other document mentioned in technical specification. In addition to above following documents need to be submitted:</b></p> <ul style="list-style-type: none"> <li>• <b>Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company.</b></li> <li>• <b>Service tax registration no. date/issuing authority.</b></li> <li>• <b>Details of partners/directors of the firm/company.</b></li> <li>• <b>Experience record and details of orders pending/executed for various Utilities.</b></li> <li>• <b>Solvency certificate from bank (up to 20% of bid value).</b></li> </ul>

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**ANNEXURE-I**

**RISK PURCHASE**

**1.1** In case the Supplier/ Contractor fails to supply or fails to comply with terms & conditions of the Purchase Order/ Contract or delivers equipment/ material not of the contracted quality or fails to adhere to the contract specifications or fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period, BHEL reserve the right to cancel the Purchase Order/ Contract either in whole or in part thereof without compensation to Supplier/ Contractor and if BHEL so desires, may procure such equipment/ material/ items not delivered or others of similar description where equipment/ material/ items exactly complying with particulars are not readily procurable in the opinion of BHEL which is final and in such manner as deemed appropriate, at the risk and cost of the Supplier/ Contractor and the Supplier/ Contractor shall be liable to BHEL for any excess cost to BHEL. However, the Supplier/ Contractor shall continue execution of the Purchase Order/ Contract to the extent not cancelled under the provisions of this clause.

**1.2** Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:

- a) Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period considering its performance of execution.
- b) Withdrawal from or abandonment of the work by contractor/ supplier before completion as per contract.
- c) Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- d) Termination of Contract on account of any other reason(s) attributable to Contractor/ Supplier.
- e) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- f) Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

**1.3 Risk and Cost amount against Balance Work:**

In case Risk & Cost is invoked, the amount of Risk & Cost against balance work shall be calculated as under:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

where,

**A** = Value of Balance scope of Work/ Supply (\*) as per rates of new contract

**B** = Value of Balance scope of Works/ Supply (\*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

**H** = Overhead Factor to be taken as 5 (five)

**In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).**

**\*(Balance scope of work/ supply)**

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Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

**Note: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/ supply' for calculating Risk & Cost amount.**

#### **1.4 LD against delay in executed Work/ Supply in case of Termination of Contract:**

LD against delay in executed Work/ Supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor/ supplier. For this purpose, contract value shall be taken as Executed Value of work/supply for the purpose of limiting maximum LD value.

Method for calculation of "LD against delay in executed Work/ supply" is given below:

- a) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier = T1
- b) Let the value of executed work/ supply till the time of termination of contract = X
- c) Let the Total Executable Value of work/ supply for which inputs/ fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y
- d) Delay in executed work/ supply attributable to contractor/ supplier i.e.  $T2 = [1-(X/Y)] \times T1$
- e) LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier.

**Note: In case portion of service/ supply is withdrawn, no LD shall be applicable for portion of service/ supply withdrawn.**

#### **1.5 Recovery from Supplier:**

Recoveries from contractor/ supplier on whom risk & cost has been invoked shall be as per Clause No. 27 of Bid Specific ATC.

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**ANNEXURE-II**

**38.0 INSPECTION COST: (REF CL NO. 18 OF ITB--Section-II of Vol-I):**

38.1 Expenses in respect of OPTCL's representative for witnessing the inspection & testing of the offered equipment/materials at the inspection and testing site.

- The testing and inspection of the equipment/ materials at manufacturer works are in the scope of work of the Contractor/Supplier. Travel Expenses of OPTCL Representative & Third Party Inspecting Agency (TPIA) shall be borne by the Contractor. However the Inspection Fees payable to TPIA will be borne by OPTCL.
- OPTCL inspecting officer and Third Party Inspecting Agency (TPIA), on receipt of offer for inspection from the contractor/supplier, shall proceed to the manufacturer works to witness the Type/Acceptance/Routine test.

38.2 The travel expenses under the following heads, in respect of OPTCL's representative and TPIA for witnessing the inspection & testing of the offered equipment/materials at the inspection and testing site, shall be borne by the contractor.

**a) Hotel Accommodation:**

- I. Single room accommodation in 4 star hotel for OPTCL/TPIA inspecting officer, not below the rank of Assistant General Manager (Grade E-6),
- II. Single room accommodation in 3 star hotel for OPTCL/TPIA inspecting officer of the rank below Assistant General Manager (Grade E-6).

**N.B.:** It is the responsibility of the contractor to arrange the hotel accommodation matching with their inspection and testing schedule. In case of extended duration of inspection or non-availability of the return ticket, Contractor shall arrange for the extended stay of the inspecting officer in the Hotel accordingly. In case, there is no hotel with prescribed standard in and around the place of inspection, the contractor shall suggest alternative

suitable arrangement at the time of offer for inspection, which is subjected to acceptability of OPTCL inspecting officer.

**b) Journey of the Inspecting Officer:**

- (i) To and fro travel expenditure from the Head Quarters of the inspecting officer to the place of inspection/testing shall be borne by the contractor as per the following.
  - Journey from the Head Quarters to the nearest Airport by train (1st/Ind A/C) or Taxi (A/C).
  - Journey from destination Airport to the place of inspection/testing by train (1st/Ind A/C) or Taxi (A/C).
  - For train journey, inspecting officer, not below the rank of Assistant General Manager shall be provided with 1<sup>st</sup> class AC ticket and inspecting officer below the rank of Assistant General Manager shall be provided with 2<sup>nd</sup> class AC ticket.
- (ii) Booking/cancellation of Air-ticket / Train-ticket is the responsibility of the contractor.
- (iii) Moreover, if during the journey there is an unavoidable necessity for intermediate travel by road/ waterway/sea-route, the contractor/supplier shall provide suitable conveyance to the inspecting officer for travel this stretch of journey or bear the cost towards this. Any such possibilities shall be duly *intimated to OPTCL at the time of their offer for inspection.*

**c) Local Conveyance:**

Local journey for the inspecting officer between Hotel and the place of the inspection/testing site, Air-conditioned four wheeler vehicles in good condition shall be provided by the contractor.