

PROJECT:	NTPC Lara
ITEM:	WAVETRAP
SUBJECT:	BID SPECIFIC ATC

1.	For any technical clarification , please contact Mr. Manvender, Manager (TBEM). Contact No. 0120-6748512; e-mail: manvender@bhel.in
2.	For any commercial clarification , please contact Mr. Manish Jain, Sr Manager (TBMM). Contact No. 0120-6748484; e-mail: manish.jain@bhel.in
3.	Terms of Payment:
For Supply in scope of the supplier	Supply Payment: 100% payment shall be made within 45days(for MSE) and 60 days(for non-MSE) from the date of receipt of complete invoice along with following documents in 3 sets. <ul style="list-style-type: none"> · LR / GR duly endorsed by BHEL Site Official. · Material Receipt Certificate issued by BHEL Site Official. · GST Compliant Tax Invoice · Packing List (Case-wise) · Copy of Transit Insurance Certificate from underwriters. · Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management · Guarantee Certificate · Copy of Performance Bank Guarantee (PBG) · Certificate of acceptance of Type Test Reports issued by BHEL Engineering
4.	Terms of Delivery:
As per GeM. However, unloading at site is not in the scope of bidder. Bidders to quote price accordingly.	
5.	Delivery Time:
Proposed delivery Plan: 30 March '2025. Supplier to submit Activity schedule (Annexure-A). Early Delivery is acceptable subject to BHEL dispatch clearance. Note: 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.	Prices:
The quoted prices shall be on Firm basis . Price to be quoted on GeM shall be inclusive of GST. i.e. Ex-Works + F&I + GST.	
7.	Liquidated Damage of delayed Delivery:
As per GeM terms and conditions.	
8.	Item, Scope & BOQ:
BOQ: As per Technical specification.	
9.	Technical Specification:
Technical specification no. TB-423-316-001 REV 0 . No permissible Technical Deviation has been envisaged. Bidders to quote as per Technical Specification.	
10.	OEM Requirement:
NOT APPLICABLE	
11.	MQP (Manufacturing Quality Plan):
As per Technical Specification.	
12.	Inspection:
Inspection shall be carried out as per customer as per approved Quality Plan.	
13.	Destination / Delivery Location:
Available in GeM	
14.	Bill to Address:
BHEL-Transmission Business Group, Plot No-25, Sector-16A,Noida UP-201301. GSTN-09AAACB4146P2ZC	
15.	Guarantee Clause (Defect Liability Period):

Signature and Seal of Supplier

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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 date of supply or up to 29.06.29, 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.

16. Performance security of 10% of GeM contract value shall be submitted by the vendor within 30 days from the date of award of PO/contract.(This supersedes the ePBG clause as selected in GeM)

(A) Modes of deposit:

Performance security may be furnished in the following forms:

- (i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/Electronic Fund Transfer in favour of BHEL -TBG, Noida.
- (ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantee shall be submitted as per BHEL format.
- (iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the vendor, a/c BHEL).
- (iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of vendor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL).
- (v) Insurance Surety Bond.

Important Notes:

- (1) The performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty/Guarantee obligations.
- (2) Performance security shall be refunded to the vendor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.
- (3) BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
- (4) The Performance Security shall not carry any interest.

(B) Forfeiture of performance security:

The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the vendor.

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17.	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.
18.	Acceptance of Offer: 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.
19.	Make in India: 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. "Bidder to specify the percentage of local content as per the format of self-declaration for local content" as per Annexure-V." "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 & class II suppliers shall be rejected." 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 60%.
20.	Details of Bidder: Bidder to submit the details as per format as per Annexure-B.
21.	Deviations: a) Technical Deviation: No Technical Deviation is envisaged. b) Commercial Deviation: No Commercial Deviation is envisaged.
22.	RA is not applicable. Bidders to quote accordingly. All other terms & conditions shall be as per GTC of GeM
23.	Unpriced bid is also to be submitted along with Technical bid part.
24.	Quantity Variations: BHEL shall have the right to variation in quantities of items within +/- 25% 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.
25.	RXIL (TReDS) PLATFORM: TBG is registered with RXIL (TReDS) platform. MSME Bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per the GOI guidelines.
26.	COMPLIANCE TO GOI ORDER FOR RESTRICTIONS UNDER RULE 144 (XI) OF GENERAL FINANCIAL RULES (GFRS), 2017 [Annexure-VI] 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.
27.	MOP CIRCULAR [Annexure-IX] 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%].
28.	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.

Signature and Seal of Supplier