

PROJECT:	POWERGRID NEEMUCH TRANSMISSION SYSTEM LIMITED Neemuch, Chittorgarh (Extension) and Mandsaur (Extension)
ITEM:	FOTE
SUBJECT:	BID SPECIFIC ATC

REV 01-ISSUED TO ADD REMARK-27 PERTAINING TO TECHNICAL CORRIGENDUM AND MODIFY REMARK-7 AND 16.

1.	For any technical clarification , please contact Mr. Rajat Kumar, Dy. Manager (TBEM). Contact No. 0120 0674 8524; e-mail: rajat.kumar@bhel.in
2.	For any commercial clarification , please contact Mr. Ghanshyam, Dy. Manager (TBMM). Contact No. 0120-6748486; e-mail: ghanshyam@bhel.in
3.	Terms of Payment:
For Supply where Testing & Commissioning at Site is in scope of the supplier	<p><i>Payment shall be made within 45 days for MSE (Micro & Small Enterprises) / within 60 days for Medium Enterprises / within 90 days for non MSME suppliers</i></p> <p>[A] Payment against Supply: [A1] 95% payment along with applicable GST on receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:</p> <ul style="list-style-type: none"> • GST Compliant Tax Invoice • LR / GR duly endorsed by BHEL Site Official • Packing List • Guarantee Certificate • Copy of Transit Insurance Certificate from underwriters • CRAC (consignee receipt-cum-acceptance certificate) / MRC. • Performance Bank Guarantee (PBG) • Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management • Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order. <p>[A2] Balance 5% payment shall be made on receipt of claim invoice along with documents in 3 sets (original + 2 copies) as follows:</p> <ul style="list-style-type: none"> • Claim Invoice. • Certificate of successful completion of Testing & Commissioning at Site issued by BHEL Site Official / Construction Management. • Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management. <p>[B] Payment against Supervision Services: 100% payment shall be made on receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:</p> <ul style="list-style-type: none"> • GST Compliant Tax Invoice • Certificate of successful completion of Testing & Commissioning at Site issued by BHEL Site Official / Construction Management. • Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management. <p>[C] Payment against Training: 100% payment shall be made on receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:</p> <ul style="list-style-type: none"> • Certificate of completion of training issued by BHEL Engineering Management in 3 sets (original + 2copies). <p>Note: Vendor has to submit the duly signed check-list along with Bill.</p>
4.	Term of Delivery:

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Ex-Works basis including P&F. F&I up to site is in the scope of bidder. LR / GR date or invoice date (whichever is later) shall be considered as delivery date.

5. Delivery Time:

24 Weeks (168 days) from the date of PO as per Activity schedule (Annexure-B). Delivery requirement is July'23.

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 as inclusive of GST. i.e. Ex-Works including P&F + F&I + GST.

7. Liquidated Damage for delayed Delivery:

In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.05% (zero-point zero five percent) of the total Purchase Order value (Ex-works + F&I) for supply per day of delay subject to a maximum of 5% of the total Purchase Order value (Ex-works + F&I) shall be deducted as Liquidated Damages (LD)

8. Item & BOQ:

BOQ as per Technical Specification.

9. Technical Specification:

Technical specification no. TB-418-557-001 Rev0. No permissible Technical Deviation has been envisaged. Bidders to quote as per Technical Specification.

10. Pre-Qualification Requirement:

Technical Pre-Qualifying Criteria is specified in NIT (Annexure-TQR).

11. MQP (Manufacturing Quality Plan):

Inspection shall be carried out as per approved (by Customer) Quality Plan. For the same, Supplier to submit Quality Plan to BHEL for Customer approval.

12. Inspection:

Inspection shall be carried as per approved Quality Plan.

13. Destination / Delivery Location:

a. 400/220kV AIS Neemuch New S/S, Madhya Pradesh
POWERGRID NEEMUCH TRANSMISSION SYSTEM LIMITED
400/220 Substation , Village- Badi, Tehsil-Singoli, District-Neemuch
(Madhya Pradesh), Pin code 458228
GSTIN: 23AAICN1852A1ZZ

b. Extension of 400kV Chittorgarh S/S, Rajasthan
POWERGRID NEEMUCH TRANSMISSION SYSTEM LIMITED
765/400kV Chittorgarh Substation,
NH-76, Near Narayanpura Toll Plaza,
Chittorgarh - Udaipur Road, Village — Chhapri, Tehsil - Dungla
Chittorgarh, Rajasthan - 312024.
GSTIN: 08AAICN1852A1ZR

C. Extension of 400kV Mandsaur S/S , Madhya Pradesh
POWERGRID NEEMUCH TRANSMISSION SYSTEM LIMITED
400/220 kV MPPTCL substation, Village - Laduna, Tehsil- Sitamau,
District — Mandsaur, Pincode – 458990
GSTIN: 23AAICN1852A1ZZ

15. Guarantee Clause (Defect Liability Period):

The equipment / material supplied 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) calendar months from the date of last**

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delivery or Twelve (12) months from the date of Taking Over/Completion of Facilities, whichever is later. Taking over date as on date is 22 December 2023.

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 Bank Guarantee:

Performance BG of 5% of the contract value shall submitted be as per BHEL format. Performance BG shall be valid till Guarantee period with claim period of 3 months extra over and above Guarantee period.

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:

Bidder's offer will be considered for evaluation based on PQR, Technical and other commercial documents submitted along with bid.

Bidder's offer will be acceptable subject to final acceptance of vendor by ultimate customer as approved supplier.

The bidders which are not PGCIL approved supplier or not including in POWERGRID compendium, bidder shall submit necessary credentials/documents as per **Annexure-E & F** for onward submission to customer for approval.

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 04.06.2020 and subsequent orders are eligible to bid in this tender. Bids received from Class II & Non-Local supplier shall be rejected."

20. 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.

21. 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%].

22. Quantity Variation:

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<p>BHEL shall have the right to variation in quantities of items within +/- 20% 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.</p>	
23.	Details of Bidder:
Bidder to submit the details as per format as per Annexure-D.	
24.	Deviations:
<p>a) Technical Deviation: No Technical Deviation is envisaged. b) Commercial Deviation: No Commercial Deviation is envisaged.</p>	
25.	Risk Purchase: (Also refer Annexure-XII)
<p>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.</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 & 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>	
26.	All other terms & conditions shall be as per GTC of GeM
27	Section-1 Clause-1.1 B) Scope TO BE READ AS Integration of supplied subsystem with SCADA system, PLCC equipment, PABX of RLDC/SLDC, VOIP (SIP compliant) for voice and Phasor Measurement Unit (PMU) IN PLACE OF Integration of supplied subsystem with SCADA system, PLCC equipment, PABX of RLDC/SLDC, VOIP (SIP compliant) for voice.

Place:

Date :

Signature of the authorized representative of

Bidder's name :.....

Designation:.....

Company Seal:.....