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

1. **Clause No. 1.3 of GTC** – Offers to be submitted through e-procurement system ONLY as per instructions given in the abc-procurement portal **(https://bhel.abcprocure.com/EPROC/).**

2. **Clause No. 1.7 of GTC** - For any technical clarification please contact: Sh. Dileep Kumar Shukla, Manager (TBEM) Email : DKSHUKLA@BHEL.IN Tel No 0120- 6748533.

3. **Clause No. 1.8 of GTC** - For any commercial clarification please contact: Ms. Raj Narayan Ram, Sr. Engineer (TBMM)/ S K Jain , AGM (TBMM), Email :raj.ram@bhel.in / skjain@bhel.in , Tel No 0120-6748532/8137 .

4. **Clause No. 2.1 of GTC** - **2.1 Prices are on PVC basis (Annexure –I & Annexure –II attached for PVC)**. The formula for calculating the price adjustment shall be as per latest IEEMA Formula (Annexure) with ceiling of ±40%. The base indices in the formula shall be of first notification of IEEMA of the Month, one Month prior to Initial (i.e. First) Scheduled Techno – Commercial Bid opening. The date of delivery shall be P. O. Delivery Date or Date of Actual Dispatch, whichever is earlier. Documentary evidence for price variation is required to be submitted along with claim.

   Even in case of extension in Techno Commercial Bid Opening date, base indices of first notification of IEEMA of the Month, one Month prior to Initial (i.e. First) Scheduled Techno – Commercial Bid opening shall be applicable.

   Note : I) If price adjustment (variation) works out be positive , the same shall be payable to supplier and if adjustment (variation) shall be negative , the same shall be recovered from supplier.

5. **Clause No. 2.3 of GTC** Unless specifically indicated in the NIT, the prices are to be quoted on FOR (Site / Destination) basis excluding GST. GST shall be extra. The break-up of prices shall be as under:

   a) Ex-works Price: Ex-works price including packing & forwarding charges.
   b) Freight & Insurance:
   1) **For evaluation purpose, Freight and Insurance charges to be quoted on per 1000 Km. However, actual Freight & insurance charges shall be derived on pro-rata basis for particular project.**
   2) Uniform rate of freight & insurance will be paid for project situated anywhere in India i.e. irrespective of destination at hilly or non-hilly area.
   3) The distance for the purpose of freight admissibility while placing purchase orders under rate contract shall be taken as the least of distance between vendor's works and destination place, as reflected on following websites: www.mapmyindia.com or www.maps.google.com

   Clause 2.3 (d to h) not applicable.

6. **Clause No. 3 of GTC** **Payment Terms: Clause 3.1 of GTC applicable**

7. **Clause No. 7 of GTC - Security Cum Performance Bank Guarantee**:

A Contract Performance Bank Guarantee amounting equal to the value of TWO (2.00%) of total basic order value i.e Ex-works price and F&I (excluding GST) of rate contract value shall be taken from the vendors who enter into rate contract against this Enquiry and the Contract Performance Bank Guarantee shall be submitted by vendor which should be valid till 27 (24 months +3 months claim period) month initially which may be extended upto the date of last dispatch of PO under Rate Contract plus 3 Months claim period.

This BG have to be submitted within 30 days from the date of award of Rate Contract. In case of non-submission of said BG, an amount equal to BG shall be withheld from the invoices of the vendor and will be released after 3 months from the date of last dispatch of PO under Rate Contract.
Note :

i) The Bank Guarantee shall be from any bank as per Annexure for List of Banks (32 Nos.). The original PBG should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida.
ii) Extension of validity of the PBG in original, as per above clause, should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida at least 45 days before expiry of validity of the PBG.
iii) Unless otherwise specified in the NIT, deviation taken for non-submission of PBG / Deposit, as applicable, shall not be accepted.
iv) In case of non–submission PBG / Deposit, as applicable, BHEL reserve the right for Risk Purchase as per terms of the NIT and impose Suspension of Business Dealings with the Supplier / Contractor.
v) BHEL reserve the right to encash the Bank Guarantee and forfeit the amount in the event of any default, failure or neglect on part of the Supplier in fulfilment of performance of the Purchase Order.
vi) Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in Purchase Order value up to ± 30%.
vii) Vendor to ensure submission of Certificate of Final Documentation /Confirmation regarding Non applicability of Final Documentation, as the case may be, as referred in clause No 9 regarding Final Documentation. BG shall be released only after submission of the same to BHEL TBMM.

8. **Clause No. 17 of GTC - TENDER EVALUATION :**

Evaluation of offers shall be done on the basis of delivered cost to BHEL, considering ex-works price, GST, F&I for 1000 kms distance and export/seaworthy packing charges. GST input credit available to BHEL shall be reduced from prices while determining L1 status.

9. **Clause No. 34 of GTC - Integrity Pact shall be Applicable. Bidder to submit undertaking as per Annexure attached with NIT.**

10. **Clause No. 39 of GTC VARIATION OF CONTRACT VALUE / QUANTITY VARIATION** : As per Cl.39 of GTC

11. RATE CONTRACT VALIDITY CONDITIONS

A) **The Rate Contract shall be Valid for 24 Months from the Date of award of the Rate Contract**. All orders placed within the Rate Contract Validity period have to be executed.

B) Allotment of job to any Vendor would be sole prerogative of TBG, BHEL & no representation in this regard shall be entertained. However, generally the allotment will be based on following:

i) Capability of vendor in meeting delivery schedule of BHEL.
ii) Delivery performance of Vendor.
iii) Delivery Capacity as available at the time of allotment.
iv) Vendor approval by customer
v) L – 1 Vendor will be given preference. However, BHEL, TBG reserves its right of allotment to any Vendor, with whom Rate Contract is entered, to meet its delivery requirement.

C) **The Rate Contract is proposed to be entered with Two [02] Nos. of Vendors with the quantity distribution in the ratio of 70: 30. 70 % quantity shall be awarded to original L1 vendor. The rates of Original L1 vendor shall be sequentially counter-offered to L2, L3, L4 and so on in that sequence. The balance 30 % quantity shall be awarded to the L2 or L3 or L4 and so on, bidder whoever accepts the rate of the original L1 bidder in that sequence. In case the other bidders do not accept the business at L1 rates, then order for 100 % business will be placed with the original L1 bidder**.

D) However, In case of award of Rate Contract, any actual distribution pattern cannot be committed as evaluation will be done among bidders with rate contract is entered, when the delivery location becomes known. Evaluation for each destination shall be done on 'total cost to BHEL' basis and purchase order shall be placed accordingly on L1 vendor for the specific requirement.

E) **Bidder should be approved at BHEL TBG as permanent vendor. Non-approved bidder should apply for permanent registration through www.bhel.com "Supplier Registration "page**

BHEL reserves the right to reject the offer even though bidder meets the pre-qualification criteria but is considered not qualified for grant of registration of permanent code by BHEL. Decision of BHEL will be final in this regards and shall be binding on the bidders.

12. Technical Requirement as per Technical specification Doc. No. TB-XXX-316-020, REV-06.

13. Permissible Technical Deviations: No permissible Technical Deviation has been envisaged.

14. PRE-QUALIFICATION CRITERIA –

The bidder should have fabricated & supplied galvanized (Flat / Angle / channel) at least 300MT cumulatively in any one year during the last 5 years from the original scheduled date of bid opening.

15.MINIMUM TRANSPORTABLE WEIGHT: Minimum transportable weight is 9 MT. If total PO qty is less than this minimum transportable weight then payment of F&I shall be made for minim transportable weight.

16. Supplies against this Rate Contract are intended for Power Grid /NTPC/ Other PSU as well as State Utilities/Power Generation/ Distribution utilities Projects.

17. Bidders are advised to get registered with major end user Power Grid/ NTPC etc if not approved by them at the earliest.

18. Bidders, not registered with BHEL TBG, need to submit application for Assessment of Registration through Online supplier registration portal at: www.bhel.com under supplier registration either before Date of Techno-Commercial Bid Opening or within 4 weeks of Techno-Commercial Bid Opening. In case any clarifications are required by BHEL TBG, it should be furnished properly at the earliest but not later than 15 days from the date clarification is sought by BHEL. In case of non-reply/improper reply, BHEL reserves the right to complete the Assessment based on available documents and decide acceptance or rejection of bid accordingly. Price Bids shall be opened only for those Bidders who are registered with BHEL TBG, either previously or after quoting for this tender.

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

19. 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.
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.
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

For Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content), it is proposed to kept the minimum local content as 100% in line with circular no. 11/05/2018-Coord applicable in respect of thermal power sector / Transmission / Hydro power plant for Earthing material. The margin for purchase preference shall be 20%.

20. Vendor to quote as per specified price format of NIT, otherwise their offer shall be liable to be rejected.
Following confirmation to be provided by vendor:

"We confirm that we have quoted as per specified price format provided along with this tender".

Name:

Signature:

Stamp: