

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 Mr. Manvender Singh Pundir, Dy. Manager (TBEM); Tel No. 0120-674-8512; [e-mail: manvender@bhel.in](mailto:manvender@bhel.in)
3. **Clause No. 1.8 of GTC** - For any commercial clarification please contact: Mr. Ghanshyam Laspal, Sr. Engineer (TBMM), +919705420105; [email: ghanshyam@bhel.in](mailto:ghanshyam@bhel.in) ; Mr. Sandeep Kumar, Dy. Manager (TBMM); Tel No. 0120-6748450; [email: kumar.sandeep@bhel.in](mailto:kumar.sandeep@bhel.in)
4. **Clause No. 2.1 of GTC** - The prices as quoted in price schedule shall be on **Firm basis**.
5. **Clause No. 3 of GTC - Payment Terms:**
 - A. **In case of Indigenous bidder:**
100% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (Original + 2 copies) as follows:
 - 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 Management wherever specifically mentioned in the Purchase Order.
 - Certificate of satisfactory Demonstration Completion of instrument issued by BHEL.
 - B. **In case of Foreign bidder:**
100% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (Original + 2 copies) as follows:
 - Invoice.
 - Bill of Lading.
 - Packing list (case wise).
 - Certificate of Origin.
 - Transit insurance certificate from under writers or copy of intimation of Transit Insurance duly endorsed by under writers (if applicable).
 - Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management.
 - Guarantee Certificate.
 - Performance Bank Guarantee copy.
 - Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order.
 - Certificate of satisfactory Demonstration Completion of instrument issued by BHEL.
6. **Destination-** UPPTCL Shamli and UPPTCL Rasara (Ballia).
7. **Clause-5 (Guarantee Clause) of GTC-**
For UPPTCL Shamli:
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 the date of last delivery or 12 months from scheduled commissioning of substation, whichever is later. **Scheduled date of commissioning is 16.01.2021.** Other terms as per General Terms and Condition (GTC - BHEL/TBG/GTC/2016 Rev-1).

For UPPTCL Rasara (Ballia):

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 the date of last delivery or 12 months from the date of taking over of plant whichever is later. **Taking over date of plant is 02.07.2020.** Other terms as per General Terms and Condition (GTC - BHEL/TBG/GTC/2016 Rev-1).

8. **Clause No. 7 of GTC- Performance Bank Guarantee:** 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 one of the applicable options given in enclosed General Terms and Condition (GTC - BHEL/TBG/GTC/2016 Rev-1). PBG should valid till guarantee period with claim period of 3 months extra over and above guarantee period.
- Note:** If no option is specified for Performance Bank Guarantee by Bidders in their offer, by default Option – B of Clause 7 of GTC– Performance Bank Guarantee shall be considered as accepted by the Bidder.

9. **Clause No. 12 of GTC - DELIVERY PERIOD: -**

For UPPTCL Shamli: Proposed delivery plan is **March'2020**. However, vendor has to quote their best possible delivery plan in activity schedule to meet the tender's delivery requirement.

For UPPTCL Rasara (Ballia): Proposed delivery plan is **May'2020**. However, vendor has to quote their best possible delivery plan in activity schedule to meet the tender's delivery requirement.

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).

10. **Liquidated Damage (Clause no. 13 of GTC):** In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.5% of the **total PO Ex-Works value & F&I Charges** for supply per week of delay or part thereof subject to a maximum of 10% of the **total PO Ex-Works value & F&I Charges** shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.
- However, in case of staggered (lot-wise) contractual delivery schedule, an amount of 0.5% of the total delayed lot of **PO Ex-Works value & F&I Charges** of for supply per week of delay or part thereof subject to maximum of 10% of the total delayed lot of **PO Ex-Works value & F&I Charges** shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.
- Other terms as per General Terms and Condition (GTC - BHEL/TBG/ GTC/2016 Rev-1).

11. **Clause No. 33 of GTC for Reverse Auction of NIT:**

"BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer.

The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com)."

As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid': "Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL.

In addition to above RA guidelines, bidder note that

(A) In case where RA is conducted successfully Reverse auction shall be conducted as per existing procedure of BHEL. Ranking of bids shall be based on final price fed by respective bidder (including H1 bidder) in reverse auction process. If L1 bid is from a 'Local Supplier', L-1 bidder may be considered for further award of work. No other Bidder shall be invited to match price of L-1 Bidder

If L1 bid is not from a 'Local Supplier', the lowest evaluated bidder among the 'Local Suppliers' based on the ranking of the price after RA, will be invited to match the L1 price provided 'Local Supplier's price is within the Margin of Purchase Preference i.e. +20% of L1 price. In case such local supplier agrees to match the price of L-1 Bidder, such local supplier may be considered for further award of work. In case such lowest eligible 'Local Supplier' fails to match the L1 price, the eligible 'Local Supplier' with the next higher bid within the Margin of Purchase Preference (i.e 20% of L-1 Price) as above shall be invited to match the L1 price, and so on, and may be considered for award of work accordingly. In case none of the 'Local Suppliers' within the Margin of Purchase Preference (i.e 20% of L-1 price) matches the L1 price, then the L1 bidder may be considered for award of work.

(B) In case where RA is failed:

Price bid shall be opened as per reverse auction procedure of BHEL and based on the same make in India policy shall be implemented.

- 12. Permissible Technical Deviations:** No permissible Technical Deviation has been envisaged. Bidders to quote as per below Technical Specification No.-
UPPTCL Rasara (Ballia) - TB-404-316-TI-01.
UPPTCL Shamli - a) TB-406-316-TI-01.
b) TB-406-316-TI-02.

- 13. Evaluation shall be done on Item wise basis.**

- 14. Placement of Purchase Order:** Purchase orders shall be placed separately for each Project location.
- 15.** Acceptance of Offer and Offered Make/Model is subject to UPPTCL approval. UPPTCL approval shall be considered as final.
- 16.** Vendors to furnish documents as per Annexure-1 for approval by UPPTCL.
- 17. Project Status:** Domestic.
- 18. Taxes and Duties:** Indian Bidder (GST as applicable)
Foreign Bidder (As applicable)
- 19. Bidder may regret for any item. Bidders to enter "0" for any Price bid forms that is not applicable.**
However, Bidder to provide unpriced bid along with offer stating Quoted/Not Quoted against each item.
- 20. Make In India Declaration:** 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:
a) http://dipp.nic.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf
b) http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf
- 21.** Vendor need to submit stamped and signed copy of self-declaration regarding Make in INDIA local content as referred in point no. 20 along with NIT. Please note that Minimum local content required for availing Make in INDIA benefit is 50%.
- 22. IMPORTANT INSTRUCTION: -**
- The Notice Inviting Tender (NIT)/ the tender requirement of BHEL will not be henceforth published in newspapers. All the concerned are hereby notified that tender enquiries of BHEL will be published on BHEL tender website (www.bhel.com) and Government's Central Public Procurement Portal (<https://eprocure.gov.in/>).
 - You are requested to kindly note and refer above website for tender of BHEL.
 - Bidder to mention their works address below from where material will be supplied to Site.

Works Address- _____

ALL OTHER TERMS AND CONDITIONS SHALL BE AS PER GTC - BHEL/TBG/GTC/2016 Rev-1.

Name:

Signature:

Stamp: