

1. **Clause No. 1.3 of GTC** – Enquiry is floated through E-procurement system and hence Offer has to be submitted through EPS portal only (<https://bhel.abcpocure.com/EPROC>).
2. **Clause No. 1.7 of GTC** –For any technical clarification, pls contact Ms. Ayushi Jindal, Sr. Engineer (TBEM); Contact No. 0120-6748459, 9457385939; e-mail: ayushi@bhel.in
3. **Clause No. 1.8 of GTC** - For any commercial clarification, pls contact Mr. Ghanshyam Laspal, Sr. Engineer (TBMM); Contact No.0120- 6748486, 9705420105; e-mail: ghanshyam@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:** Payment of supply shall be applicable as per **Cl. 3.3** of BHEL/TBG/GTC/2016 Rev.01 & Payment of ETC work at site shall be applicable as per **Cl. 13** of BHEL/TBG/GTC-ETC/2016 REV 01.
6. **Destination-** TANGEDCO UDANGUDI, TAMIL NADU
7. **PRE-QUALIFICATION REQUIREMENT-** Technical pre-Qualifying requirement is specified in Technical Specification section-1.
8. Acceptance of offer is subject to approval by Customer. Vendor to furnish signed copy of enclosed formats, which is given below for vendor approval. Failing to submit below documents, bidder is liable for rejection.
 - Company Profile.
 - List of orders/references.
 - Vendor approval letter from other TANGEDCO projects
 - Proof of supplies (PO/work order copies of above customers).
 - Performance certificates.
 - Any other documents desired by customer.
9. **Project Status:** Domestic. GST shall be payable as applicable.
10. **Clause-5 (Guarantee clause) of GTC:** 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 24 months after PG test Completion, whichever is later. Scheduled date of PG test is 08-04-2021. Other terms as per **General Terms and Condition**.
11. **Clause-7 (PBG validity) of GTC:** 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.
12. **Clause-12 (Delivery Period) of GTC-** Delivery required by **JAN'2021**. Bidder to quote their best possible delivery plan in activity schedule to meet 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).

- 13. Liquidated Damage for Supply (Clause no. 13 of BHEL/TBG/GTC/2016 Rev.01):** 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).

- 14. Liquidated Damage for ETC (Clause no. 15 of BHEL/TBG/GTC-ETC/2016 REV 01):**

In case of delay in execution of Contract beyond the contractual completion time for Erection, Testing & Commissioning at Site, an amount of 0.5% of the total Contract value for ETC except GST at Site per week of delay or part thereof subject to a maximum of 10% of the total Contract value for ETC except GST at Site shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.

However, in case of staggered (lot-wise) contractual completion schedule, an amount of 0.5% of the total Contract value for ETC except GST at Site of delayed lot per week of delay or part thereof shall be deducted as liquidated damages, subject to maximum of 10% of the total Contract value for ETC except GST at Site along with applicable GST (if any) on LD. Other terms as per General Terms and Condition (GTC - BHEL/TBG/GTC-ETC/2016 REV 01).

- 15. 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.

16. **Clause No. 34 of GTC: Integrity Pact:** Not Applicable
17. **Technical Specification- TB-400-316-122 Rev 00.** No permissible Technical Deviation has been envisaged. Bidders to quote as per Technical Specification.
18. **Evaluation Criteria:** Evaluation criteria shall be **grand total basis** (i.e. grand total of supply and service (ETC) cost to BHEL). Order shall be placed separately for Supply and ETC work at site.
19. **Make in India Declaration:** Preference to Make in India will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following link:
 1. http://dipp.nic.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf
 2. http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf
20. Vendor need to submit stamped and signed copy of self-declaration regarding make in INDIA local content as refereed in point no. 19 along with NIT. Please note that **Minimum local content required for availing Make in INDIA benefit is 50%.**

IMPORTANT INSTRUCTION: -

- Preference to Make in India will be as per the Public Procurement (Preference to Make in India), Order 2017
- 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 NIT GENERAL TERMS AND CONDITIONS.

(Sign and seal of Bidder)