

- Enquiry is floated through E-procurement system and hence Offer has to be submitted through EPS portal only (<https://bhel.abcpocure.com/EPROC>).
- For any technical clarification, please contact Ms. Nishant Singh Sr. Engineer (TBEM); Contact No. 0120-674-8515; e-mail: nishant.singh@bhel.in
- For any commercial clarification, please contact Mr. Sandeep, Dy. Manager (TBMM); Contact No. 0120-6748450; e-mail: kumar.sandeep@bhel.in

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

1. **Project Status:** Domestic
2. **Taxes and duties:** GST as applicable.
3. **Location of Plant:** Fatehgarh & Bhadla
4. **Payment shall be applicable as per clause no. 3.2 and 3.5 of BHEL/TBG/GTC/2016 Rev-01.**
5. Proposed delivery plan is August 2020. However, vendor has to quote their best delivery plan in activity schedule. 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. **Technical Requirement as per Technical Specification Doc. No. TB-409-316-001-B Rev 00 & TB-409-316-001-F Rev 00**
7. **Technical Qualifying Requirement- Clause No. 1.3.2 of section 1 of Technical Specification TB-409-316-001-B Rev-00& TB-409-316-001-F Rev 00.**
8. **Deviations must be mentioned in deviation schedule(s) and deviation mentioned, if any, elsewhere shall not be considered.**
9. **Defect Liability (Guarantee Specific Clause)**

Clause No. 5 of general Terms & Conditions for tender Enquiry / Contract (Guarantee Clause) should be as follows:

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 60 (Sixty) months from the date of taking over of plant /Completion of facilities (i.e. 31.12.2020) (or any part thereof) or 18 months from the date of last delivery, 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.

10. Performance Bank Guarantee

Clause No. 7 of General Terms & Conditions for tender Enquiry / Contract (Performance Bank Guarantee clause) should be as follows:

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 follows:-

Option “A”

Not Applicable

Option “B”

PBG for 10% of the total Ex works PO value, shall be valid for Sixty (60) months from the date of taking over of the plant/Completion of facilities (i.e . 31.12.2020) with 03 month claim period extra over and above or 18 months from the date of last delivery with 03 months claim period extra over and above, whichever is later. Ex-works PO value at the time of placement of PO shall be considered for calculation of the PBG amount.

Option “C”

Not Applicable

11. **Integrity Pact-** Bidder(s) has to submit integrity pact with BHEL duly signed with seal in original, failing which bidder's offer shall be liable for rejection. Refer Annexure-Integrity Pact.
12. **Tender Evaluation** -Tender shall be prepared and evaluated on total cost basis at destination/site (as per terms of NIT) considering overall quantity for all the three (02) project/sites clubbed together as indicated in NIT.
13. Offer of techno – commercially acceptable vendors shall be considered for Price Bid Opening / RA.
14. (I) For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 & 29.05.2019 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.

(II) 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.

(III) Preference to Make in India will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following link:

(IV) The applicable minimum local content shall be 64% as per GoI order no. 11/05/2018-Coord dated 20.12.2018 and DIPP notification no. P-45021/2/2017-PP (BE-II) dated 28.05.2018.

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

<https://dipp.gov.in/public-procurements>

15. LIQUIDATED DAMAGES FOR DELAYED DELIVERY

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.

16. IMPORTANT INSTRUCTION TO BIDDER -A;

- a. **Project Status:** Domestic; **Custom duty Benefit:** No tax benefit
- b. Bidder should be approved in POWERGRID and approved bidder to submit valid MQP & approval letter of POWERGRID.
- c. Bidder who are not approved by POWERGRID, needs to submit complete credential along with techno-commercial offer for approval from POWERGRID & placement of order is subject to approval of POWERGRID. Required documents for approval from POWERGRID listed in **ANNEXURE-I**.
- d. Final acceptance of technical qualified vendor for placement of order is subject to approval of POWERGRID. Price bid opening of offers is subject to vendor approval from POWERGRID
- e. PO/LOI shall be placed to L1 bidder on Ex-works basis for indigenous supplier / CIF (Mumbai Port) in case of foreign supplier. However evaluation shall be done based on overall quantity as per NIT. PO shall be placed on project/site wise.
- f. **Indian Bidder to arrange freight & insurance upto site.** Supplier to ensure availability of their authorized person at site during unloading for supervision. The Freight & Insurance to be paid by vendor on behalf of BHEL to be re-imbursed. Proof of transit insurance should be submitted along with dispatch documents.
Note: Transit Insurance policy shall be in Bidder's scope and that should also have a provision of 30 days extended cover at site/ store.
- g. **Port of discharge:** In case of foreign bidder Port of discharge shall be **Mumbai port**.
- h. **MQP Requirement:** As per specification.
- i. In case of foreign bidder,
 - **Custom duty:** In scope of BHEL. For purpose of evaluation, the duty shall be loaded in their offer to arrive total cost to BHEL and same shall be informed to all qualified bidders before price bid opening.
 - Loading of custom clearance & handling charges: As per clause no 18 of GTC.
 - Loading of freight & Insurance from discharge port to BHEL site: As per clause no 18 of GTC.
 - In case training/ Type Test is conducted outside India, all taxes and duties outside INDIA shall be in scope of bidder and deemed to be included in their quoted prices

All remaining terms and conditions shall be as per GTC.