

- 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 Mr. Akhilesh Kumar, Dy. Manager (TBEM); Contact No. 0120-674-8528; e-mail: akhileshk@bhel.in
- For any commercial clarification, please contact Mr. Sandeep, Dy. Manager (TBMM); Contact No. 0120-674-8450; 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:** UPRVUNL PANKI TPS EXTN 1X660MW, Panki Power Plant, District-Kanpur (State-Uttar Pradesh) PIN-208020
Nearest Railway Station: PANKI, Nearest airport- Lucknow
4. **Payment shall be applicable as per clause no. 3.2 and 3.5 of BHEL/TBG/GTC/2016 Rev-01.**

5. **Clause-12 (Delivery Period) of GTC- shall be read as below-**

Vendor to ensure Supply of complete material as per enclosed Activity Schedule.

Drawings/documents/Type test reports/MQP etc. shall be submitted within 21 days from the date of PO/input for submission of drawings and every revised submission incorporating comments within 15 days from the date of comments.

Basic Drawings required for Manufacturing clearance.

- Battery Charger GA & Datasheet
- Type test reports
- MQP

Time required for type test, if applicable, is to be separately indicated. Note: 1. LR / GR date or invoice date (whichever is later) for indigenous supplies and BL / AWB date for FOB /CIF (if applicable) contracts shall be considered as delivery date.

6. **Technical Qualifying Requirement:** Technical QR as mentioned at CI No. 1.6 of Section-1 of Technical Spec No. TB-316-401-010 Rev-00.

7. **Technical Requirement as per Technical Specification Doc. No. TB-316-401-010 Rev-00**

8. **Deviations must be mentioned in deviation schedule(s) and deviation mentioned, if any, elsewhere shall not be considered.**

9. **Guarantee**

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 18 months from the date of last delivery or 18 months from the date (i.e. **30.01.2022**) of completion of facilities, whichever is later.T

he 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-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.

Option "A"

Not Applicable

PBG for 10% of the total Ex-works Po value, valid for 18 months from the date of last delivery or 18 months from the date **(30.01.2022)** of completion of the facilities with claim period of 03 months 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 "B"

PBG for 10% of the total Ex-works Po value, valid for 18 months from the date of last delivery or 18 months from the date **(30.01.2022)** of completion of the facilities with claim period of 03 months 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. 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

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.

12. **Vendor to provide works address from where the material will be supplied in case PO is placed.**
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) **MINIMUM LOCAL CONTENT FOR THIS TENDER ENQUIRY SHALL BE 100% AS PER GOI (ORDER NO. 11/05/2018-Coord, GOVERNMENT OF INDIA, MINISTRY OF POWER, REF NO. P-45021/2/2017-PP (BE-11), DATED: 28/5/2018**
- 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. **Vendor approval-** Non approved vendor(s) have to submit credentials in prescribed format only. NTPC approval is required before price bid opening for DR vendor and additional vendor (In case of open tender).

All remaining terms and conditions shall be as per GTC.