

1. Enquiry is floated through E-procurement system and hence Offer has to be submitted through EPS portal only (<https://bhel.abcpurchase.com/EPROC>).
2. For any technical clarification, please contact Mr Ranajit De, Dy. MGR /VIVEK KAPIL, SR. DGM (TBEM) Contact No. 0120- 6748494/8531.; e-mail: ranajitd@bhel.in/vivek@bhel.in
3. For any commercial clarification, pls contact Mr. Prateek Kumar, Dy. Manager (TBMM); Contact No.0120-6748480; e-mail: pkp@bhel.in
4. **Destination-** IOCL Panipat Ss
5. **CUSTOMER APPROVAL:** *Vendor should be approved in IOCL as on date of techno-commercial bid opening (i.e. First schedule date of tender/Part-1 bid opening date). Offer received from un-approved vendor of IOCL will be rejected.*
6. **Pre Qualification:** Bidder to comply technical requirement given in clause 1.3 of Technical specification.
7. Project Status: Domestic. GST shall be payable as applicable.
8. **Clause-5 (Guarantee clause) of GTC:** The primary defect liability period for complete works /Units (s) shall be 12 months from the date of issue of commissioning certificate or 8000 Hrs of run, whichever is earlier, provided that if the unit (s) cannot be commissioned for a cause solely attributable to the OWNER within 12 months from the mechanical completion, the primary defect liability shall be 18 months from the date of mechanical completion. The date of commissioning is 20-01-2022.
9. **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 **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. Option-B of NIT shall be considered for PBG, if not specifically mentioned by bidder.
10. **Clause-12 (Delivery Period) of GTC- shall be read as below- Delivery requirement: Dec 2021.** However, vendor has to examine their best possible delivery plan & mention in **ACTIVITY SCHEDULE** to meet the tender delivery requirement. 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). In PO a indicative delivery date shall be fixed however, for calculation of LD purpose the delivery date shall be four (04) months from the date of manufacturing. 15 days for arranging customer DI/MICC and 07 days for dispatch shall be given extra.
11. **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. LR/GR date or Invoice date (whichever is later) shall be treated as the date of dispatch for levying LD as above. Other terms as per **General Terms and Condition (GTC - BHEL/TBG/GTC/2016 Rev-1)**.

12. **Scope and Evaluation:** as per technical specification.
13. **Clause No. 34 of GTC (Integrity pact)** – Not applicable.
14. **Clause No. 39 of GTC Variation of Contract Value/Quantity Variation:** Quantity variation is applicable on total quantity, which may vary upto +20% to -20% as per specification.
15. Reg. vendor approval at BHEL, TBG- Supplier to visit <https://supplier.bhel.in/>. for online registration at TBG.
16. **Reverse Auction- Not Applicable**
17. Please refer Clause at **Annexure-1** and Certification at **Annexure-2 / Annexure-3** (whichever is applicable) regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017. Bidder to comply to the clause and submit the certification. Non-compliance/ Non-submission of certification will lead to rejection of Offer.
18. Bidder to comply the MOP circular dated 02-07-2020 (**Annexure-4**) and its subsequent amendment, if any, in prescribed format (**Annexure-5**). Non-compliance/ Non-submission will lead to rejection of Offer.
19. Technical Specification- As per Doc no. TB-411-510-102 Rev01.
20. **Arbitration** (Clause No. 19 of BHEL/TBG/GTC/2016 Rev.01): This clause shall be read as per **Annexure-8**.
21. Permissible Technical Deviations: No permissible Technical Deviation has been envisaged.
22. **Make In India Declaration:** Self- declaration certificate shall be submitted in line with **Circular No-08 (Ref: AA: SSP: PPP-MII), Dated 24.07.2020 regarding DPIIT order no. P-45021/2/2017-PP (BE-II) dated 04.06.2020.**
 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
23. For this procurement, the local content to categorize a supplier as class I local supplier / class II local supplier / Non-Local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020, issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part II bids against this NIT.

“Bidder to specify the percentage of local content as per the format of self-declaration for local content” as per **Annexure-9**.

“This tender is not a global tender and **only class I** and **Class II** suppliers as defined under the DPIIT order no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 are eligible to bid in this tender. Bids received from Non-Local supplier shall be rejected.”

24. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

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 GTC Rev-1.

(Sign and seal of Bidder)