



निविदा / Enquiry

भारत हेवी इलेक्ट्रिकल्स लिमिटेड / BHARAT HEAVY
ELECTRICALS LIMITED
पारेषण व्यापार समूह / Transmission Business
Group
सामग्री प्रबंधन / Materials Management

Project : BHEL TBG

Enquiry No	Enquiry Date	Rev No	Rev Date	PI No	Enquiry Type	Inspection by	Due Dt	Commercial Comments	Technical Comments	Signing Authority
61Q2200078	20-Sep-21	0		61I2200106	Package		28-Sep-21	BHEL NIT TERMS AND CONDITIONS ARE APPLICABLE	BHEL NIT TERMS AND CONDITIONS ARE APPLICABLE	RAJEEV KUMAR ROY

Equipment Detail

SN	Material Code	Equipment	HSN Code	Phy Unit	Qty	Plan Dt	Comments
1	TB3611005651	SERVICES- GIS : 132KV, TESTING & COMMISSIONING OF SF6 TO AIR BUSHING	0	SET	4.0000		
2	TB9611445513	SUPPLY- GIS : 132KV, 40KA FOR 1S, 1600A, GIS TRANSFORMER FEEDER BAY	0	SET	2.0000		
3	TB9611003751	SUPPLY- GIS : 132KV, LOCAL CONTROL CUBICLE	0	NO	7.0000		
4	TB9614003756	SUPPLY- GIS : 400KV, LOCAL CONTROL CUBICLE	0	NO	9.0000		
5	TB9614005573	SUPPLY- GIS : 400KV, INTERFACE MODULE FOR FUTURE EXTENSION OF GIS	0	SET	2.0000		
6	TB9611445584	SUPPLY- GIS : 132KV, 40KA FOR 1S, 1600A, THREE PHASE SF6 TO AIR BUSHING	0	SET	4.0000		
7	TB9614003403	SUPPLY- GIS : 400KV, CONTROLLED SWITCHING DEVICE (CSD) FOR GIS CB	0	SET	2.0000		
8	TB9611005572	SUPPLY- GIS : 132KV, INTERFACE MODULE FOR FUTURE EXTENSION OF GIS	0	SET	2.0000		
9	TB3614005696	SERVICES- GIS : 400KV, SUPERVISION OF ERECTION OF SF6 TO AIR BUSHING	0	SET	12.0000		
10	TB3614003444	SERVICES- GIS : 400KV, SUPERVISION OF ERECTION OF CSD COMPLETE IN ALL RESPECT	0	SET	2.0000		
11	TB3614005656	SERVICES- GIS : 400KV, TESTING & COMMISSIONING OF SF6 TO AIR BUSHING	0	SET	12.0000		
12	TB3614003452	SERVICES- GIS : 400KV, TESTING & COMMISSIONING OF CSD	0	SET	2.0000		
13	TB3611005692	SERVICES- GIS : 132KV, SUPERVISION OF ERECTION OF SF6 TO AIR BUSHING	0	SET	4.0000		
14	TB9611445626	SUPPLY- GIS : 132KV, 40KA FOR 1S, 1600A, GIS LINE FEEDER BAY	0	SET	4.0000		
15	TB3611002916	SERVICES- GIS : 132KV, FINAL SUCCESSFUL HV/ POWER FREQUENCY TESTING OF GIS INCLUDING ARRANGING OF HV TEST KIT ALONG WITH OPERATOR	0	LOT	1.0000		
16	TB3614002765	SERVICES- GIS : 400KV, REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - HIRING CHARGES OF HV TEST KIT WITH OPERATOR	0	LOT	1.0000		
17	TB3611002741	SERVICES- GIS : 132KV, REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - SERVICES FOR SUPERVISION OF ERECTION OF GIS	0	MANDAY	1.0000		
18	TB3611002763	SERVICES- GIS : 132KV, REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - HIRING CHARGES OF HV TEST KIT WITH OPERATOR	0	LOT	1.0000		
19	TB3610002926	SERVICES- GIS : INSULATION CO-ORDINATION STUDIES FOR GIS SYSTEM	0	LOT	1.0000		
20	TB3611002876	SERVICES- GIS : 132KV, TESTING & COMMISSIONING OF GIS	0	LOT	1.0000		
21	TB3611005671	SERVICES- GIS : 132KV, SUPERVISION OF ERECTION OF GIS	0	LOT	1.0000		
22	TB3614002911	SERVICES- GIS : 400KV, FINAL SUCCESSFUL HV/ POWER FREQUENCY TESTING OF GIS INCLUDING ARRANGING OF HV TEST KIT ALONG WITH OPERATOR	0	LOT	1.0000		
23	TB3614002876	SERVICES- GIS : 400KV, TESTING & COMMISSIONING OF GIS	0	LOT	1.0000		
24	TB8611005702	SPARES- GIS : 132KV, MANDATORY SPARES AS PER TECHNICAL SPECIFICATION	0	LOT	1.0000		
25	TB3614005676	SERVICES- GIS : 400KV, SUPERVISION OF ERECTION OF GIS	0	LOT	1.0000		
26	TB8611003694	SPARES- GIS : 132KV, GIS METALLIC ENCLOSURE	0	KG	50.0000		
27	TB8614003696	SPARES- GIS : 400KV, GIS METALLIC ENCLOSURE	0	KG	50.0000		
28	TB8611005854	SPARES- GIS : 132KV, EXPANSION BELLOWS/ JOINTS	0	SET	1.0000		

SN	Material Code	Equipment	HSN Code	Phy Unit	Qty	Plan Dt	Comments
29	TB8611005866	SPARES- GIS : 132KV, TEE BEND	0	SET	1.0000		
30	TB8611005876	SPARES- GIS : 132KV, ANGLE BEND (135°)	0	SET	1.0000		
31	TB8614005874	SPARES- GIS : 400KV, ANGLE BEND (135°)	0	SET	1.0000		
32	TB9611440302	SUPPLY- GIS : 132KV, 40KA FOR 1S, 1600A, THREE PHASE GAS INSULATED BUS DUCT	0	MTR	105.0000		
33	TB8614005853	SPARES- GIS : 400KV, EXPANSION BELLOWS/ JOINTS	0	SET	1.0000		
34	TB3614005684	SERVICES- GIS : 400KV, SUPERVISION OF ERECTION OF GAS INSULATED BUS DUCT	0	MTR	1630.0000		
35	TB3614005664	SERVICES- GIS : 400KV, TESTING & COMMISSIONING OF GAS INSULATED BUS DUCT	0	MTR	1630.0000		
36	TB3611005682	SERVICES- GIS : 132KV, SUPERVISION OF ERECTION OF GAS INSULATED BUS DUCT	0	MTR	105.0000		
37	TB3611005665	SERVICES- GIS : 132KV, TESTING & COMMISSIONING OF GAS INSULATED BUS DUCT	0	MTR	105.0000		
38	TB9614003462	SUPPLY- GIS : 400KV, SPECIAL CABLES OTHER THAN POWER & CONTROL CABLES REQUIRED FOR CSD FOR INTERFACING WITH CB AND RELAY PANEL	0	MTR	100.0000		
39	TB3610003725	SERVICES- GIS : TRAINING FOR GIS AT MANUFACTURER'S WORKS	0	DAYS	3.0000		
40	TB3610003733	SERVICES- GIS : TRAINING FOR GIS AT SITE	0	DAYS	3.0000		
41	TB3611002751	SERVICES- GIS : 132KV, REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - SERVICES FOR TESTING & COMMISSIONING OF GIS	0	MANDAY	1.0000		
42	TB3614002744	SERVICES- GIS : 400KV, REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - SERVICES FOR SUPERVISION OF ERECTION OF GIS	0	MANDAY	1.0000		
43	TB3614002751	SERVICES- GIS : 400KV, REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - SERVICES FOR TESTING & COMMISSIONING OF GIS	0	MANDAY	1.0000		
44	TB9614685481	SUPPLY- GIS : 400KV, 63KA FOR 1S, 4000A, ONE & HALF CIRCUIT BREAKER SCHEME -GIS BUS BAR MODULE	0	SET	2.0000		
45	TB9614675505	SUPPLY- GIS : 400KV, 63KA FOR 1S, 3150A, GIS LINE FEEDER BAY WITHOUT PIR	0	SET	3.0000		
46	TB9614675512	SUPPLY- GIS : 400KV, 63KA FOR 1S, 3150A, GIS TRANSFORMER FEEDER BAY	0	SET	2.0000		
47	TB9614675544	SUPPLY- GIS : 400KV, 63KA FOR 1S, 3150A, GIS TIE BAY WITHOUT PIR	0	SET	3.0000		
48	TB9614675566	SUPPLY- GIS : 400KV, 63KA FOR 1S, 3150A, SINGLE PHASE SF6 TO AIR BUSHING	0	SET	12.0000		
49	TB9614690652	SUPPLY- GIS : 400KV, 63KA FOR 1S, 3000A, SINGLE PHASE GAS INSULATED BUS DUCT	0	MTR	1630.0000		
50	TB9610005925	SUPPLY- GIS : TOOLS AND TACKLES	0	SET	1.0000		
51	TB9610001435	SUPPLY- GIS : MANDATORY MAINTENANCE EQUIPMENT SUITABLE FOR GIS - SF6 GAS LEAKAGE DETECTOR	0	NO	1.0000		
52	TB9610003111	SUPPLY- GIS : MANDATORY MAINTENANCE EQUIPMENT SUITABLE FOR GIS - SF6 GAS ANALYZER	0	NO	1.0000		
53	TB8611495902	SPARES- GIS : 132KV, 40KA FOR 1S, 3000A, THREE PHASE BUS BAR	0	MTR	1.0000		
54	TB9611495614	SUPPLY- GIS : 132KV, 40KA FOR 1S, 3000A, TWO MAIN BUS BAR SCHEME- GIS BUS BAR MODULE	0	SET	2.0000		
55	TB9611495632	SUPPLY- GIS : 132KV, 40KA FOR 1S, 3000A, GIS BUS COUPLER BAY	0	SET	1.0000		
56	TB9611001476	SUPPLY- GIS : 132KV, MANDATORY MAINTENANCE EQUIPMENT SUITABLE FOR GIS - SF6 GAS FILLING, EVACUATING, FILTERING, DRYING, PUMPING & STORAGE PLANT	0	SET	1.0000		
57	TB9614001475	SUPPLY- GIS : 400KV, MANDATORY MAINTENANCE EQUIPMENT SUITABLE FOR GIS - SF6 GAS FILLING, EVACUATING, FILTERING, DRYING, PUMPING & STORAGE PLANT	0	SET	1.0000		
58	TB8614005952	SPARES- GIS : 400KV, L-BEND	0	SET	1.0000		
59	TB9610005914	SUPPLY- GIS : MANDATORY MAINTENANCE EQUIPMENT SUITABLE FOR GIS - OFFLINE PARTIAL DISCHARGE MONITORING SYSTEM	0	SET	1.0000		
60	TB9614675523	SUPPLY- GIS : 400KV, 63KA FOR 1S, 3150A, GIS BUS REACTOR FEEDER BAY	0	SET	1.0000		

SN	Material Code	Equipment	HSN Code	Phy Unit	Qty	Plan Dt	Comments
61	TB8614005704	SPARES- GIS : 400KV, MANDATORY SPARES AS PER TECHNICAL SPECIFICATION	0	LOT	1.0000		
62	TB8614683685	SPARES- GIS : 400KV, 63KA FOR 1S, 4000A, SINGLE PHASE BUS BAR	0	MTR	1.0000		
63	TB8614005862	SPARES- GIS : 400KV, TEE BEND	0	SET	1.0000		
64	TB8611005954	SPARES- GIS : 132KV, L-BEND	0	SET	1.0000		
65	TB9610006116	SUPPLY- GIS : 336KV, 20KA GIS SURGE ARRESTER INCLUDING SURGE COUNTER	0	SET	9.0000		
66	TB9614676136	SUPPLY- GIS : 400KV, 63KA FOR 1S, 3150A, SINGLE PHASE SF6 TO OIL BUSHING/ CONNECTION SUITABLE FOR TRANSFORMER	0	SET	6.0000		
67	TB9614676142	SUPPLY- GIS : 400KV, 63KA FOR 1S, 3150A, SINGLE PHASE SF6 TO OIL BUSHING/ CONNECTION SUITABLE FOR REACTOR	0	SET	3.0000		
68	TB9611400503	SUPPLY- GIS : 132KV, 40KA FOR 1S, SF6 TO EHV CABLE CONNECTION MODULE	0	SET	2.0000		

Instructions to Bidders

You are requested to submit your most competitive offer so as to reach us positively by the tender opening date & time. THE TENDERS NOT RECEIVED WITHIN SCHEDULED DATE AND TIME ARE LIKELY TO BE IGNORED. BHEL shall not be responsible for any postal delay.

In your own interest, you are advised to carefully read “the instructions to bidders”. Incomplete bids and/or bids not complying with tender conditions shall be treated as non-responsive and are likely to be ignored.

In case Tender Documents are not received within 7 days of this E-mail message, intimate BHEL accordingly. If no intimation is received, it will be considered that you have received tender enquiry and delay in submission offer due to late receipt of tender documents will not be entertained.

You are requested to submit your most competitive offer as stated in Terms & conditions.

BHEL reserves the right to opt for reverse auction for obtaining best prices.

Offers Through E-MAIL / FAX / E-Procurement Portal:WHOSOEVER DESIRES TO SEND OFFERS ON THEIR OWN RISK (COMPLETE IN ALL RESPECTS) VIA E-MAIL or FAX HAVE TO SEND THE OFFERS TO THE COMMON E-MAIL ADDRESS tenderbox@bhel.in or 0120-6748581 FAX or bhel.abc.procure.com as instructed.THE RECEIVED EMAIL OFFERS WILL BE PRINTED BY PURCHASE COORDINATOR AND PUT THEM INTO COVERS AS PER CONVENTIONAL METHOD FOR TENDER OPENING I.E., TECHNO COMMERCIAL & PRICE OFFER SHALL BE PUT INTO TWO SEPARATE COVERS AND BOTH THE COVERS ARE KEPT IN THIRD COVER DULY SUPER SCRIBING ENQY. NO. AND DUE DATE. OFFERS SENT TO ANY OTHER E-MAIL ID or FAX NO AND INCOMPLETE OFFERS SHALL NOT BE CONSIDERED FOR EVALUATION PURPOSE.The venders who has sent offers with password,the passwords are to be forwarded to email id:tenderbox@bhel.in

It is suggested that the bidders are advised to send the files with 'password protection'.

भारत हेवी इलेक्ट्रिकल्स लिमिटेड के लिए / for BHARAT HEAVY ELECTRICALS LTD

Please acknowledge the receipt of tender enquiry and e-mail/fax back this letter by ticking the appropriate item below.

We acknowledge the receipt of tender.

(a) The offer against subject enquiry shall be submitted by the scheduled date and time.

(b) We regret to quote. The item in reference is out of our manufacturing range.

(c) We regret because of our prior commitments.

(d) Any other reason.

To

RAJEEV KUMAR ROY

Bharat Heavy Electricals Limited

Transmission Business Group

Tower-A,5th Floor,

Advant Navis IT Business Park,

Plot No-7,Sector-142,Expressway Noida

Noida-201305

Distt. Gaut am BudhNagar,U.P

Ph: 0120-6748137

हस्ताक्षर और निविदाकार की सील / Signature and Seal of Tenderer

Enquiry No : 61Q2200078

Enquiry Date: 20-Sep-21

SPECIAL TERMS & CONDITIONS

**SUPPLY & SERVICES OF 400/132kV GIS POWERGRID
Kishtwar Project**

Enquiry No & Date:

**BHEL NIT
Terms and conditions**

Scope is supply and services.

**Project: 400/132 kV POWERGRID Kishtwar (Pakaldul)
Project.**

Tender due date: 28-09-2021 at 11.00AM

SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 400/132kV GIS POWERGRID Kishtwar Project

Enquiry No & Date:

1. In case any discrepancy between the requirements mentioned under special terms & conditions and general terms & conditions, special terms and conditions shall prevail.
2. For any technical clarification, kindly contact **Ms DEEPALI SHARMA / MR. S K SHUKLA, SR DGM (TBEM)**
BHEL, Transmission Business Group
9Th Floor, Plot No: C-20/1/A-1, Joy Towers, Sector-62, Noida-201309, UP, India
Phone: +91 (0) 0120- 6748522/8539.
Fax: +91 (0) 0120 – 6748580.
E-mail: deepali@bhel.in/skshukla@bhel.in
3. For any commercial clarification, kindly contact **MR. RAJEEV KR ROY, Manager (TBMM);**
BHEL, Transmission Business Group
10th Floor, Plot No: C-20/1/A-1, Joy Towers, Sector-62, Noida-201309, UP, India
Phone: +91 (0) 0120- 6748484
Fax: +91 (0) 0120 – 6748580.
Contact No. 0120 6748484/09999473196; E-mail: rajeevroy@bhel.in
4. **Bidder to submit offer directly to TENDER BOX or email to tbmmtenderbox@bhel.in** for part-1 bid (i.e. techno-commercial bid) & **tbmmtender.pricebidbox@bhel.in** for Part-2 (i.e. PRICE BID) or **through NIC portal** (<https://eprocurebhel.co.in/nicgep/app>). Bidder may also visit <https://www.bhel.com>. No other mode for submission of tender is acceptable. Address is
TENDER BOX
BHEL, TRANSMISSION BUSINESS GROUP
10th FLOOR, C-20/1A/1, JOY TOWERS,
SECTOR-62, NOIDA-201309, UP, INDIA
5. **PROPOSED DELIVERY PLAN:** Vendor to examine their best possible delivery plan & mention in **ACTIVITY SCHEDULE**. The same shall be submitted in BHEL format along with commercial offer duly signed and stamped by authorized person. 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.
6. **Permissible Technical & Commercial Deviations:** No permissible technical & commercial deviation has been envisaged. Bidder to strictly follow the same, else offer is liable for rejection. **Clarifications provided by POWERGRID pertaining to GIS scope of work is applicable for this tender enquiry also and no separate corrigendum will be issued for the same.**
7. **Type of tender:** This tender is open tender but not a global tender and only **CLASS-I** 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 CLASS-II & Non-Local supplier shall be rejected.** Please refer clause mentioned at **Annexure-1** and Certification at **Annexure-2 / Annexure-3**

SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 400/132kV GIS POWERGRID Kishtwar Project

Enquiry No & Date:

(whichever is applicable) regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017. Bidder to comply with the clause and submit the certification. Non-compliance/ Non-submission of certification will lead to rejection of Offer.

8. **Mandatory tender documents:** Bidder shall submit the following documents along with commercial offer. Bidder to strictly follow the same else offer is liable for rejection.
- **Compliance of General Financial Rules (GFRs): Annexure-2 or 3** (whichever is applicable).
 - **Local content certificate:** Format is enclosed in **Annexure-A**. Bidder must fill the local content in percentage.
 - **MoP (ministry of Power) compliance:** Bidder to comply the MOP circular dated 02-07-2020 and its subsequent amendment, if any, in prescribed format (**Annexure-B**). Non-compliance/ Non-submission will lead to rejection of Offer.
 - **Integrity pact:** Format is enclosed in **Annexure-C**.
9. **Quantity Variation:** The final quantity may vary at contract stage by $\pm 30\%$ of total contract value.
10. **PRE-QUALIFYING REQUIREMENT:** Bidder must comply the following, else the offer is liable for rejection.
- Technical PQR, which is mentioned in BHEL's technical specification.
 - Financial PQR as under;
- Bidder should have a minimum average audited annual turnover / Sales Value of **INR 6000 LAKHS** for the three financial years mainly 2016-17, 2017-18 & 2018-19 or 2019-20 and shall submit audited balance sheet and Profit & Loss Account Sheet of these years.

Note:

- (1). Bidder must submit all supporting documents along with their offer. No deviation against this enquiry is acceptable, else offer shall be rejected.
- (2). All documents (including third party documents/supporting documents) in language other than English, certified translated copy in English language should also be furnished.
- (3) Offers will be scrutinized based on the qualifying requirements and only those who are technically and financially capable to execute the job and who fulfil the prequalifying requirements (PQR) are eligible to quote against above NIT. However, final acceptance of the bidder/offer shall be subject to acceptance of our customer.

SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 400/132kV GIS POWERGRID Kishtwar Project

Enquiry No & Date:

11. IMPORTANT INSTRUCTION TO BIDDER – I;

- a. **PRE-BID MEETING:** Allowed & shall be within 5-7 days from the date of enquiry/NIT.
- b. **INDEMNITY AGREEMENT:** Vetted agreement format is enclosed. It is part of NIT condition. Bidder to ensure to submit the same along with offer.
- c. **SUBMISSION OF JDU, INTEGRITY PACT AND LOCAL CONTENT:** Bidder to submit undertaking letter in their letterhead by declaring that these documents shall be submitted within 2-5 days after opening of price bid in case of L1 position. Bidder to indicate percentage of local content in their undertaking letter.
- d. **OPENING OF BIDS (PART-I & II):** Bidder are not authorized to attend the opening of Part-I & Part-II bid for this tender.
- e. **PROJECT STATUS:** Domestic in nature & GST is applicable for supply & services
- f. **Supervision charges:** Supervision charges should not be more than two (02) % of total ex-works value of supply portion else BHEL will recalculate prices of contract & fix the prices of supervision charges as two (02) % of total ex-works value of supply portion and it will be deemed as acceptable to L1 bidder. BHEL will place PO/LOI accordingly.
- g. **CUSTOMER APPROVAL:**
Bidder must be approved in POWERGRID as on date of opening of techno-commercial bid (Part-I) and approved bidder to submit their approval letter of POWERGRID, if any. Final acceptance of technical qualified vendor for placement of order is subject to approval of POWERGRID. Price bid opening of offers is also subject to vendor approval from POWERGRID. No separate approval will be taken from POWERGRID.
- h. **PLACEMENT OF ORDER:** PO/LOI shall be placed on L1 bidder at ex-works value for main GIS & **separate PO/LOI for mandatory spares and separate PO/LOI for maintenance equipment & tools & tackles shall be placed.** However, evaluation shall be done based on overall quantity as per NIT. Total cost for this purpose shall include cost of scope of work as mentioned in NIT along with applicable taxes & duties, and other services etc. (if applicable). GST input credit available to BHEL shall be reduced from prices while determining L1 status.

Price breakup **including mandatory spares**, if any, required during execution of project shall be done only for account purpose and must be supported by logical relationship with original quoted prices.

- i. **INLAND FREIGHT & INSURANCE:** Supplier must ensure availability of their authorized person at site/store during for supervision of unloading for every LOT of dispatch. 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. **Place of store is KISHTAWAR, J & K, INDIA.**

SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 400/132kV GIS POWERGRID Kishtwar Project

Enquiry No & Date:

- j. **MQP Requirement:** As per specification.
- k. **GeM ID seller:** GeM seller ID is mandatory for the bidders and must be mentioned in their offer. In case at the time of submission of offer GeM seller ID is not available with bidder, then successful tenderer should ensure to have GeM Seller ID prior to award of contract. Department of Expenditure (DOE) OM no. 6/9/2020-PPD dated 24.08.2020 may be referred in this regard

12. IMPORTANT INSTRUCTION TO BIDDER - II;

- a. Packing as per specification is applicable. However, bidder to ensure proper packing to avoid any damage & packing of spares should be separated.
- b. Validity of PERFORMANCE BG: It should cover the guarantee period & additional cover period of 3 months for claim.
- c. BHEL /Customer or both may witness the inspection as per approved QAP.
- d. The unit prices of addition/ deletion (.i.e. optional items) and type test charges (if applicable), as mentioned in BOQ of section-1 of technical specification shall be considered for evaluation.
- e. Order shall be awarded on ex- works basis for indigenous bidder.
- f. Unloading of material at site is not in scope of bidder.
- g. Validity of offer: **180 days from the date of submission of offer** i.e. opening date of techno-commercial bid (Part-I).

13. DEFECT LIABILITY (GUARANTEE SPECIFIC CLAUSE):

In case bidder qualified **through Route-1** then the defect liability period shall be **twelve (12) months** from the date of completion of the facilities (or any part thereof) or operational acceptance / taking over, of respective unit/ common auxiliary whichever period concludes later. In case bidder qualified **through Route-2 or 3** then the defect liability period shall be **forty eight (48) months** from the date of completion of the facilities (or any part thereof) or operational acceptance / taking over, of respective unit/ common auxiliary whichever period concludes later.

If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant and equipment supplied or part thereof, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect. The Contractor shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Facilities arising out of or resulting from any of the following causes:

SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 400/132kV GIS POWERGRID Kishtwar Project

Enquiry No & Date:

- (a) Improper operation or maintenance of the Plant and equipment by the Employer
- (b) Operation of the Facilities outside specifications provided in the Contract
- (c) Normal wear and tear

Note:

1. The date of completion of Facilities & operational acceptance/taking over is **31-03-2025**.
 2. Item like MANDATORY SPARES, MAINTENANCE EQUIPMENTS, TOOLS & TACKLES & CONSUMABLES ITEMS are not covered in defect liability, however bidder to bond to fulfill contractual liability.
14. **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.
15. **Clause No 07 of GTC (PERFORMANCE BG): Option-B (10% of total ex-works value) is applicable** in case, vendor not opting any option as per NIT condition. However validity of PERFORMANCE BG will cover the defect liability period or last date of supply with extra 3 month claim over and above, whichever is later. Bidder (Qualified L1 bidder) to submit the Performance BG after award of contract within 3-5 months after award of contract. In case delay in submission of Performance BG, enhanced Performance BG which would include interest (SBI rate + 6%) for delayed period.
16. **ADDITIONAL BG for POWERGRID:** Bidder to submit additional BG of two (02) % of contract value of this project between BHEL & POWERGRID. However validity of PERFORMANCE BG will cover the defect liability period or last date of supply with extra 3 month claim over and above, whichever is later. **Contract value is limited to INR 200 Cr. Format of JDU is enclosed.**
17. **PRICE BID FORMAT:** Bidder to quote their best prices strictly in BHEL's prescribed format of NIT, else their offer shall be liable to be rejected. Bidder has to mention "quoted" (in each applicable cell) in UN-PRICED BID. In case that cell is Not Applicable, "NA" must be mentioned in that particular cell. Prices shall be mentioned in Price bid schedule only. In case during detailed engineering stage, where it is mentioned NA (not applicable), bidder shall supply the same without any cost and delivery implication to BHEL.

SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 400/132kV GIS POWERGRID Kishtwar Project

Enquiry No & Date:

18. **Clause No. 2.1 of general Terms & Conditions for tender Enquiry / Contract should be as follows:**

PRICES: A. A prices shall be FIRM. No enhancement of rate for whatsoever reasons unless and until asked by BHEL shall be allowed.

PROJECT STATUS: Domestic in nature. GST is applicable as per prevalent law.

19. **TERMS OF PAYMENT: (i) clause no 3.1 to 3.5 - of GTC are not applicable in this NIT (ii) Following clause shall be applicable in place of existing clause no 3.2,3.5 of GTC; 3.2 For supply & supervision works in scope of the supplier;**

A. TERMS OF PAYMENT FOR INDIGENOUS BIDDER:

85% of ex-works along with 100% value of GST & 100% F & I Charges 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.

B. TERMS OF PAYMENT FOR INDIGENOUS BIDDER: 10% of ex-works value payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:

- Invoice.
- Original certificate of successful completion of Supervision of Erection, Testing including HV Testing & Commissioning at Site issued by BHEL Site Official / Construction Management.

Note: In case of Supervision of Erection, Testing including HV Testing & Commissioning gets delayed beyond 12 months from the date of last supply for the reasons not attributable to supplier, supplier may claim payment of only five (05) % of supply portion by furnishing following documents and balance five (5) % of supply portion will be released after completion of successful completion of Supervision of Erection, Testing including HV Testing & Commissioning at Site issued by BHEL Site Official / Construction Management as mentioned above clause no-19.B of STC.

SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 400/132kV GIS POWERGRID Kishtwar Project

Enquiry No & Date:

- a) Invoice
- b) Copy of certificate issued by BHEL site in charge. Confirming that delay in Supervision of Erection, Testing including HV Testing & Commissioning is not attributable to supplier (to be arranged by BHEL TBG)
- c) Copy of Bank Guarantee of equivalent value initially valid for 6 months from the date of submission of invoice with additional claim period of three months. In case Supervision of Erection, Testing including HV Testing & Commissioning is not successfully completed before expiry of Bank Guarantee, BG shall be kept suitably extended till successful completion of Supervision of Erection, Testing including HV Testing & Commissioning.

C. INDIGENOUS BIDDER: 5% of ex-works value payment of total invoice value against completion of final engineering documentation as per technical specification and completion of supervision activity within 60 days from date of receipt of invoice. Documents (original + 2 copies) will be required for payment.

- Invoice.
- Final engineering documentation certificate by BHEL Engg group
- Copy of valid Performance BG.

3.5 For Charges for Supervision of Erection, Testing & Commissioning at Site:

100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Supervision of Erection, Testing including HV test & Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies).

20. **MODE OF PAYMENT:** The following clause shall be applicable in place of clause no 41 of general terms and conditions

(1) Payment shall be made directly to the supplier/contractor by BHEL through NEFT/RTGS.

21. **Promotion of MAKE IN INDIA:**

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. **Note: Bidder to specify the percentage of local content as per the format as per Annexure-A**

22. **INTEGRITY PACT: INTEGRITY PACT (Refer clause no - 34 of GTC):**

Bidders shall have to enter into Integrity Pact with BHEL, duly signed with seal in original as per **ANNEXURE-C** of NIT / RFQ failing which bidder's offer shall be liable for rejection.

SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 400/132kV GIS POWERGRID Kishtwar Project

Enquiry No & Date:

The Integrity Pact shall be issued as part of the bidding documents and shall be returned by the bidder along with the techno-commercial bid, duly signed by the authorized official of the bidder/ vendor/ contractor and authorized official of BHEL will form part of the Purchase order/ contract. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words entering into this pact would be a preliminary qualification.

Name of Independent External monitor to be considered (IEM):

S N	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

23. REVERSE AUCTION (Clause No. 33 of GTC for Reverse Auction): NOT APPLICABLE

24. INDEMNITY (AGAINST PATENTS / TRADEMARKS ETC):

The vendor shall at all times indemnify the purchaser against all claims which may be made in respect of supply from any "rights protected" source protected by way of patent registration of design or trade mark. In the event of any claim in respect of an alleged breach of patents registered design or trademark being made against the purchaser, purchaser shall notify the seller of the same and the seller shall be at liberty, but entirely at their own expenses, to conduct negotiation for settlement or deal with any litigation that may arise there from.

25. INVOLVEMENT OF REPRESENTATIVE:

Bidder must be GIS manufacturer. Purchase Orders will be placed on successful bidder directly for total supplies and services subject to prior approval by BHEL/end Customer.

In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can submit bid but both cannot submit bid simultaneously for the same item/product in the same tender.

If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

26. ADDITIONAL /EXTRA ITEM REQUIRED AT SITE DUE TO DAMAGE REPORTED AT SITE/ THEFT FOR COMPLETION OF PROJECT:

In case of additional requirement of any item specified in BOQ, whether due to damages / theft or any other reason, during contract (i.e. till expiry of contract i.e end of guarantee period), contractor shall ensure supply of same at unit Price mentioned in purchase order main BOQ (supply and service portion) or BOQ for addition /deletion (if any).

SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 400/132kV GIS POWERGRID Kishtwar Project

Enquiry No & Date:

27. **ARBITRATION (Clause No. 19 of BHEL/TBG/GTC/2016 Rev.01):** This clause shall be read as per **Annexure-D**.

28. **HEALTH, SAFETY AND ENVIRONMENT (HSE) OF BHEL:** BHEL has their own Health, safety and environment. HSE policy is enclosed for bidder's reference.

29. Following confirmation to be provided by vendor:

“We confirm that we have quoted as per specified price format provided along with this tender”.

Note: BHEL reserves the right to cancel this enquiry at any point of time. Bids of only customer approved vendors will be processed.

NAME & SEAL OF TENDERER

Enclosed:

- a) Activity Schedule, Commercial & Technical deviation Sheet.
- b) Instruction of DPIIT (**Annexure-1**), **Annexure-2 / 3** (Compliance regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017).
- c) Format for declaration of minimum local content (**Annexure-A**).
- d) Format for compliance of MoP order dated 02-07-2020 (**Annexure-B**).
- e) Format of Integrity pact (**Annexure-C**).
- f) Arbitration clause (**Annexure-D**).
- g) Format of Performance BG.
- h) Copy of HSE policy.
- i) Details of Packing list of GIS Module (**Annexure-E**).
- j) GENERAL TERMS AND CONDITION OF NIT.
- k) BHEL'S PRICE BID FORMAT.
- l) JDU (Joint Undertaking) - **Format enclosed**.
- m) Indemnity Bond Agreement – **Format enclosed**.