

## **Additional Terms & Conditions (ATC) -**

1. Bidders shall quote only those products in the bid which are not obsolete in the market and shall not be declared end-of-life by the OEM before completion of warranty period.
2. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
3. Applicable warranty period shall be as per technical specification
4. Bidder shall submit the following documents along with their bid for Vendor Code Creation:
  - a. Copy of PAN Card.
  - b. Copy of GSTIN.
  - c. Copy of Cancelled Cheque.
  - d. Copy of EFT Mandate duly certified by Bank.
5. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
6. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
7. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
8. Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
09. Scope of supply (Bid price to include all cost components) : As per the technical specification
10. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
11. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

### **12. Payment Timelines based on type of bidder:**

- i. Micro and Small Enterprise Seller:
  - a) 90% payment of the Basic price of goods along with 100% GST on the goods price but excluding ICT charges, will be released within 45 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills whichever is later
  - b) Balance 10% of Basic price of goods and 100% of ICT charges along with its GST, will be paid within 45 days of issue of completion certificate of technical support activity and on-line submission of bills with proof of completion of commissioning.
  - c) 100% of training charge along with its GST, will be paid within 45 days of completion of Training and on-line submission of bills with proof of completion of Training.
- ii. Medium Enterprise Seller
  - a) 90% payment of the Basic price of goods along with 100% GST on the goods price but excluding ICT charges, will be released within 60 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills whichever is later
  - b) Balance 10% of Basic price of goods and 100% of ICT charges along with its GST, will be paid within 60 days of issue of completion certificate of technical support activity and on-line submission of bills with proof of completion of commissioning.
  - c) 100% of training charge along with its GST, will be paid within 60 days of completion of Training and on-line submission of bills with proof of completion of Training.
- iii. Non-MSME Seller:
  - a) 90% payment of the Basic price of goods along with 100% GST on the goods price but excluding ICT charges, will be released within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills whichever is later
  - b) Balance 10% of Basic price of goods and 100% of ICT charges along with its GST, will be paid within 90 days of issue of completion certificate of technical support activity and on-line submission of bills with proof of completion of commissioning.

c) 100% of training charge along with its GST, will be paid within 90 days of completion of Training and on-line submission of bills with proof of completion of Training.

If the Technical services and Training could not be completed till the end of the Warranty period due to reasons not attributable to the supplier, BHEL may consider releasing the retention money to the supplier against Bank Guarantee for equivalent value valid for an initial period of one year.

13. Technical services and Training call will be issued to seller after actual site readiness. Delivery period for ICT mentioned in tender is tentative only.

14. After award of contract –Successful Bidder shall submit complete set of documents ((like drawings, bill of materials, datasheets, catalogues, quality plan etc. as called in tender specification) for approval, within 15 days of award of contract. Buyer shall issue manufacturing clearance with approved documents within 15 days from date of receipt of documents. Bidder shall have to get documents approved from buyer before starting manufacturing. In case of any corrections in documents to be incorporated by seller for approval of document based on end-user/consultant/buyer comments, revised documents have to be submitted incorporating all corrections within 7 days. Seller shall be required to ensure supply as per approved documents. If there is delay from buyer side in approval of documents, the delivery period shall be refixed without LD for the period of delay in approval of documents.

15. Performance Bank Guarantee (PBG): Supplier shall submit PBG after completion of Technical support services. PBG will be applicable for balance period of Warranty period (including extended warranty) + claim period of 03 months, for a value equal to 10% of the basic material value of purchase order and it excludes taxes, duties, freight, training charges, Technical Support services (wherever applicable)..

Refer Annexure-I of ATC. Also note that PBG should be in the format specified in Annexure III of ATC and no deviation to this format will be allowed.

Note: i) PBG to be submitted for processing Invoice for Balance 10% of supply value and Technical support services (As detailed in clause 12.i.b, 12.ii.b and 12.iii.b above)

ii) In case PBG is not furnished, the 10% basic amount will be withheld from the supply invoice. This withheld amount will be paid either against submission of supplementary invoice & Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period + claim period.

16. Integrity Pact – Integrity commitment will be applicable in the tender process and execution of contracts. Bidder to submit duly signed integrity pact format along with offer to consider offer for evaluation. Refer clause on IP in tender for further details

17. Site Address for technical support services –

**a. NABINAGAR 3X660MW FGD ,**  
Dist – Aurangabad, State – Bihar

**b. NABINAGAR 4X250MW FGD**  
Dist – Aurangabad, State – Bihar

**c. RAMAGUNDAM FGD**  
NTPC RAMAGUNDAM FGD PACKAGE  
RAMAGUNDAM STPS,  
PO: JYOTHINAGAR  
DIST. PEDDAPALLI  
TELANGANA- 505215

**d. BHILAI FGD**  
NSPCL BHILAI (2X250MW) FGD PROJECT  
NEAR VILLAGE PURENA,  
PO. BHILAI, DIST: DURG  
CHATTISGARH- 490021

Complete site address along with contact person details for each site will be provided at the time of visit.

18. Bidder to upload price break in given format along with Price Bid

19. Participation by bidder in e-bidding shall be construed as his / her acceptance for all the Terms and Conditions as outlined in the e-bidding including GTC, STC and ATC. Any additional commercial term or deviation in commercial term mentioned anywhere in his bid shall be ignored and not be considered for evaluation

### **Annexure-I**

#### **Performance bank guarantee (PBG):**

Performance bank guarantee (PBG) will be applicable as called in the tender documents.

1. The BG issued in Indian Rupees by Banks in India is to be executed on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Bank issuing the guarantee.
2. No deviation for the duration and value of PBG will be permitted.
3. PBG shall be from any of the BHEL consortium of bankers (refer Annexure II).
4. PBGs from nationalized banks are also acceptable.
5. PBG should be sent directly by the bank to the dealing executive mentioned in the purchase order located at the address mentioned in the purchase order.
6. PBG should be in the format specified (refer Annexure III). No deviation to this format will be allowed. However in case BHEL changes the PBG format, bidder shall honor the same.
7. Bank Guarantee should be enforceable in Bangalore.
8. Expired PBGs will be returned only after expiry of the claim period.
9. PBG shall not be applicable for spares.



ELECTRONICS DIVISION, BANGALORE

**Annexure-II**

**BHEL MEMBER BANKS (LIST OF CONSORTIUM BANKS)**

Bank Guarantee (BG) shall be issued from the following banks only:

Sl. No.	Nationalised Banks	Sl. No.	Public Sector Banks
1	Allahabad Bank	18	IDBI
2	Andhra Bank		
3	Bank of Baroda	Sl. No.	Foreign Banks
4	Canara Bank	19	CITI Bank N.A
5	Corporation Bank	20	Deutsche Bank AG
6	Central Bank	21	The Hongkong and Shanghai Banking Corporation Ltd. (HSBC)
7	Indian Bank	22	Standard Chartered Bank
8	Indian Overseas Bank	23	J P Morgan
9	Oriental Bank of Commerce		
10	Punjab National Bank	Sl. No.	Private Banks
11	Punjab & Sindh Bank	24	Axis Bank
12	State Bank of India	25	The Federal Bank Limited
13	Syndicate Bank	26	HDFC Bank
14	UCO Bank	27	Kotak Mahindra Bank Ltd
15	Union Bank of India	28	ICICI Bank
16	United Bank of India	29	IndusInd Bank
17	Vijaya Bank	30	Yes Bank

**Note:**

- All BGs must be issued from BHEL consortium banks listed above.
- This list is subject to changes. Hence vendors are requested to check this list every time before issuing BGs.
- Bank Guarantees issued by Co-operative Banks/Financial Institutions cannot be accepted under any circumstance.

### Annexure-III

#### **BANK GUARANTEE FOR PERFORMANCE SECURITY**

Bank Guarantee No:

Date:

To  
NAME  
& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_<sup>1</sup> through its Unit at.....(name of the Unit) having awarded to ( Name of the Vendor / Contractor / Supplier ) with its registered office at \_\_\_\_\_<sup>2</sup> hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated .....<sup>3</sup> valued at Rs.....<sup>4</sup> ( Rupees ----- )/FC.....(in words.....) for .....<sup>5</sup> (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to .....% ( .... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, ....., (hereinafter referred to as the Bank), having registered/Head office at ..... and inter alia a branch at ..... being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -- .....<sup>6</sup> ( Rupees ----- ) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We the .....bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till

all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We .....BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier's liabilities.

This Guarantee shall remain in force upto and including.....<sup>7</sup> and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the .....<sup>5</sup> we shall be discharged from all liabilities under this guarantee thereafter.

We, ..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....<sup>6</sup>
- b) This Guarantee shall be valid up to .....<sup>7</sup>
- c) Unless the Bank is served a written claim or demand on or before .....<sup>8</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, ..... Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of  
(Name of the Bank)

Dated.....

Place of Issue.....

<sup>1</sup> NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

<sup>2</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

<sup>3</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>4</sup> CONTRACT VALUE

<sup>5</sup> PROJECT/SUPPLY DETAILS

<sup>6</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>7</sup> VALIDITY DATE

<sup>8</sup> DATE OF EXPIRY OF CLAIM PERIOD

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Price Break-up format to be attached along with price bid

PROFIBUS ITEMS FOR NABINAGAR 3X660MW FGD					
Sl No	Description	Qty	Unit Rate in INR	Value in INR	Note
1	Basic Material value for Main Supply	1 Set			Bidder to provide Itemwise price breakup for each item as per offered BoM in price bid
2	Basic Material value for Mandatory Spares	1 Set			Bidder to provide Itemwise price breakup for each item as per offered BoM in price bid
3	Charge for Technical Services at BHEL EDN as per clause 9.1.A	1 Activity Unit			
4	Charge for Technical Services at project site as per clause 9.1.B	3 Activity Unit			
5	Training charge at BHEL EDN	1 Activity Unit			
6	Training charge at project site	1 Activity Unit			
ICT (Installation commissioning and Training ) charge in GeM portal will be sum of value of sl. No. 3, 4,5,6 above Refer technical specification for complete scope of supply in 1 set					

PROFIBUS ITEMS FOR NABINAGAR 4X250MW FGD					
Sl No	Description	Qty	Unit Rate in INR	Value in INR	Note
1	Basic Material value for Main Supply	1 Set			Bidder to provide Itemwise price breakup for each item as per offered BoM in price bid
2	Basic Material value for Mandatory Spares	1 Set			Bidder to provide Itemwise price breakup for each item as per offered BoM in price bid
3	Charge for Technical Services at BHEL EDN as per clause 9.1.A	1 Activity Unit			
4	Charge for Technical Services at project site as per clause 9.1.B	4 Activity Unit			
5	Training charge at BHEL EDN	1 Activity Unit			
6	Training charge at project site	1 Activity Unit			
ICT (Installation commissioning and Training ) charge in GeM portal will be sum of value of sl. No. 3, 4,5,6 above Refer technical specification for complete scope of supply in 1 set					

PROFIBUS ITEMS FOR BHILAI 2X250MW FGD					
Sl No	Description	Qty	Unit Rate in INR	Value in INR	Note
1	Basic Material value for Main Supply	1 Set			Bidder to provide Itemwise price breakup for each item as per offered BoM in price bid
2	Basic Material value for Mandatory Spares	1 Set			Bidder to provide Itemwise price breakup for each item as per offered BoM in price bid
3	Charge for Technical Services at BHEL EDN as per clause 9.1.A	1 Activity Unit			
4	Charge for Technical Services at project site as per clause 9.1.B	2 Activity Unit			
5	Training charge at BHEL EDN	1 Activity Unit			
6	Training charge at project site	1 Activity Unit			
ICT (Installation commissioning and Training ) charge in GeM portal will be sum of value of sl. No. 3, 4,5,6 above Refer technical specification for complete scope of supply in 1 set					

PROFIBUS ITEMS FOR RAMAGUNDEM STI,II FGD					
Sl No	Description	Qty	Unit Rate in INR	Value in INR	Note
1	Basic Material value for Main Supply	1 Set			Bidder to provide Itemwise price breakup for each item as per offered BoM in price bid
2	Basic Material value for Mandatory Spares	1 Set			Bidder to provide Itemwise price breakup for each item as per offered BoM in price bid
3	Charge for Technical Services at BHEL EDN as per clause 9.1.A	1 Activity Unit			
4	Charge for Technical Services at project site as per clause 9.1.B	4 Activity Unit			
5	Training charge at BHEL EDN	1 Activity Unit			
6	Training charge at project site	1 Activity Unit			
ICT (Installation commissioning and Training ) charge in GeM portal will be sum of value of sl. No. 3, 4,5,6 above Refer technical specification for complete scope of supply in 1 set					