**PROJECT: 3 X 800 MW PVUNL PATRATU TPP PHASE-I**

**PACKAGE: CONTROL VALVES**

**GeM Bid No: GEM/2022/B/1885692 DATED 24/01/2022**

**ADDITIONAL TERMS AND CONDITIONS FOR SUBJECT TENDER ENQUIRY TO BE COMPLIED BY BIDDERS FOR CONSIDERATION IN THIS TENDER:**

1. **PERFORMANCE** **BANK GUARANTEE:**

Initial ePBG validity shall be 28 months from PO date for Main supply and Mandatory Spares (Considering 2 months in getting drawing/documents approval from customer/BHEL  + delivery period of 6 months + 18 months guarantee period + 2 months claim period is already mentioned in GTC cl no. 7.ii GeM 3.0 Version 1.19).However, BG will be released only after completion of all contractual liability or guarantee period whichever is later.
As per GEM, Single Purchase order (combined for Main supply and Mandatory Spares) shall be issued. Accordingly, BG for total PO (Ex-works) value shall be applicable and validity of BG shall be 18 months from the date of last supply of PO.
BG value shall be proportionately reduced after completion of all contractual liability or guarantee period of Main supply.

Further if relaxation from end customer is received for Patratu Project, same benefit shall be passed on to bidders as well.

1. **PAYMENT TERMS**:

Payments shall be made to the Seller within 60 days (45 days for seller qualified and registered as Micro or small as per MSMED Act.) of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC).

As per clause no. 12 (i) of GTC on GeM. Supplier has to provide original+1 copy of Tax invoice, Packing List, LR/RR or AWB, CRAC, Insurance intimation, Guarantee Certificate, E-way bill (as applicable) for payment.

Provision of offline payment in GeM shall be utilized.

1. **TERMS OF DELIVERY:**

As per cl. No. 13 of GTC on GeM. However, loading & Transit insurance shall be in the scope of Seller and unloading of items at delivery point shall be in the scope of BHEL. Bidder to quote prices accordingly.
Further, w.r.t. Transit Insurance supplier has to inform the details of dispatches (such as Policy No., Consignee Name, Consignment Packing details, Project Name, Purchase Order No., LR No. & date, Invoice No. & date, Despatch Origin & destination details etc.).

1. **DELIVERY PERIOD:**

Drgs/Docs submission schedule shall be as per **Annexure-B** for BOQ mentioned in Technical Specification (**Annexure-D**).

Delivery period for GeM bid has been chosen as 999 days (maximum allowable delivery time) from PO date as indicative only and hence, this period shall not be considered for Delivery and Delay analysis purpose.
For Delivery and delay analysis (LD) purpose, delivery schedule mentioned in **Annexure-B** shall be considered.

1. **LIQUIDATED DAMAGE:**

Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent and applicable GST thereon, of the total contract price excluding GST per week or part thereof, subject to a maximum of ten(10) percent of the total contract price excluding GST, if the Seller/ Contractor fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.

**NOTE:**
i. LR/RR date for indigenous supplies (Bill of Lading/AWB for Foreign supplies) shall be treated as the date of dispatch for levying LD. However, if receipted LR date for indigenous supply is beyond 30 days for FTL/ 45 days for PTL from the date of LR (PTL to be clearly mentioned in LR), such excess period shall be considered for LD purpose irrespective of dispatch date. Import General Manifest (IGM)/Bill of entry date (whichever is earlier), for foreign supplies, is beyond 90 days from the date of Bill of Lading/AWB, such excess period shall be considered for LD purpose irrespective of dispatch date.
ii. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s).
iii. If Order/ Contract involves two or more Units/ Sets/ Lots/ Stages, then Liquidated Damages shall be levied on order/ contract value excluding GST of the delayed Unit/ Set/ Lot/ Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot/Stage wise, however total LD amount shall be limited to 10% of total order/ amended order value excluding GST of delayed Unit/ Set/ Lot/Stage. Any subsequent lot released (not envisaged in original contract) due to increase in quantity within permissible quantity variation shall be treated as separate lot for the purpose of LD.

iv. The sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be suffered by purchaser on account of delay on the part of the Contractor/Seller and the said amount will be deductible without proof of actual loss or damage caused by such delay.

LD on mandatory spares portion where delivery for mandatory spares is defined separately in the NIT. LD shall be applicable @ ½ percent and applicable GST thereon, of the total mandatory spares portion contract value excluding GST per week or part thereof, limiting to 10% of total contract value of mandatory spares excluding GST.

1. **GUARANTEE TERMS:**

As per Cl. No. 10 of GTC on GeM for the bid. However, Guarantee & Warrantee time period shall be 18 months from the date of last supply in the contract.

1. **QUANTITY VARIATION:**

The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly. However, **maximum quantity variation shall be +10% of contract value**. Bidders to quote accordingly.

1. Bidders to provide detailed break-up of quoted price in Ex-works, freight & Tax components.
2. Bidders to submit applicable Freight % & GST % included in their prices in unpriced bid format attached with specification (**Annexure-A**).
3. Material shall be dispatched by vendor after issuance of MDCC by BHEL only.
4. This is a conditional tender enquiry. Financial bid opening (Part-II) of a bidder shall be subjected to the following:
i) Techno-Commercial evaluation by BHEL.
ii) Qualification of Technical PQR **(Annexure-C)**.
iii) Offered item should mandatorily conform to PP-MII order provisions.
iv) Approval of vendor by end customer i.e. NTPC-Vendor is required to submit the Credentials as per Performa for vendor approval
5. This item /package/system falls under the list of items defined in para 3 of ministry of finance guideline date 20.09.16 (procurement of items related to public safety, health, critical security operations and Equipment’s etc.) & hence criteria of prior experience /turnover shall be same for all bidders including start-up /MSME.
6. For this procurement, the local content to categorize a supplier as a 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), (PPP-MII) Order 2017 dt. 16/09/2020 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.
Regarding verification of local content, the local supplier at the time of tender, bidding or solicitation shall be required to provide certification as per para 9 of PP-MII order revision dated 16.09.2020 (as per attached format in **Annexure-I**).

Both Class-I & Class-II local Suppliers are eligible to quote in this tender.

Margin of purchase preference is 20%.

Subject Package in Not Divisible in nature.

1. Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e‐mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.
2. **REMOTE INSPECTION:**

Due to COVID-19 pandemic condition prevailing in the country, BHEL/PEM may go for Remote Inspection of Offered items, if required. Vendors are requested to be equipped with the facilities/gadgets to take up the inspection REMOTELY as indicated in the guidelines available at following link:

<https://pem.bhel.com/Documents/VendorSection/Vendor/Guidelines.pdf>

Inspection call to be raised by bidder on BHEL CQIR portal (details shall be shared at the of execution of order) and Inspection agency shall attend at the inspection within seven (07) days of the date on which the material is notified as being ready. In case of delay in witnessing of inspection beyond stipulated time (i.e. 7 days from the date on which the material is notified as being ready), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in carrying out inspection. If BHEL is not able to witness inspection up to 15 days then in addition to delay beyond stipulated period, extension in delivery time of 07 days for arranging fresh inspection will be given.

When the tests have been satisfactorily completed at Seller/ Contractor's works, the Inspection Agency shall issue an inspection report that effect within seven (07) days after completion of the tests, but if the tests were not witnessed by the Inspection Agency or his representative, the material acceptance report would be issued within seven (07) days after receipt of the test certificates by the Purchaser.

 Purchaser will issue MDCC to the Seller/ Contractor within 7 days based on inspection report/ test certificates/Certificate of Conformance as applicable. In case of delay in issuance of MDCC beyond 7 days stipulated time (i.e. from the date of successful inspection report), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in issuing MDCC. If BHEL is not able to issue MDCC up to 15 days then in addition to delay beyond stipulated period, 7 days’ additional time shall be given to vendor to facilitate the vendor for arranging logistics arrangements.

1. 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/guideline.
2. Evaluation of the Bid shall be on landed cost to BHEL (Ex-Works + Freight) excluding GST.
3. Bidder has to provide the details as per [TECHNICAL PQR](https://eoffice.bhel.in/eFile/ModalCorrespondenceView?corId=504260&individualPageNo=6&cpage=6&fileId=133383&type=Receipt&mId=541458) (**Annexure-C**)  (attached with Specifications of product catalogue) in its offer and has to note that bids of only those bidders shall be evaluated who meet the Technical Pre-Qualifying requirements'. The terms of technical PQR shall prevail in conflict (if any).

PQR criteria uploaded with specification shall prevail Value of Experience criteria and Past performance parameter mentioned in GeM bid.

1. Following points related to BOQ shall be applicable to this tender. Bidders to comply the same:

**NOTES:**

i. Wherever quantity has been specified as percentage (%), the quantity of mandatory spares to be provided by contractor shall be the specified percentage (%) of the total population of the plant. In case the quantity so calculated happens to be a fraction, the same shall be rounded off to next higher whole number.

ii. Wherever the quantities have been indicated for each type, size, thickness, material, radius, range etc., these shall cover all the items supplied and installed and the breakup for these shall be furnished in the bid. In case spares indicated in the list are not applicable to the particular design offered by the bidder, the bidder should offer spares applicable to offered design with quantities generally in line with the approach followed in the above list.

iii. For actual quantity of Mandatory Spares, please refer item description instead of Quantity column of GeM Bid BOQ.

1. For recognition of dispatch, vendor to submit following documents to BHEL by e-mail/ fax immediately on dispatch: - GST compliant invoice, LR for Indian Vendors (indicating Invoice No., no. of boxes, PTL (if applicable) etc.) / Bill of Lading or AWB for foreign vendor, Packing List (Must be indicating No. of boxes, Packing size, Gross weight and net weight of each package, Contents of the package with cross reference to BoM item code no. or item serial no. and Quantity of each item separately), Insurance Intimation to underwriter through email/fax (if applicable), Dispatch Clearance.
2. **RISK & COST:**

Details as per enclosed **Annexure-II**. The same to be submitted with Signed & Stamped on each page.

1. Bidders to comply with Packing Instructions and others parameters provided in tender specification document (**Annexure-III**).
2. Consignee Details (for PRC - Provisional Receipt Certificate & CRAC - Consignee's Receipt cum Acceptance Certificate, as applicable) shall be as per Project Site official details. Consignee details of project considered are mentioned in NIT document for ready reference.
3. Compliance of model clauses as provided in Annex-III of Ministry of Finance Order (Public Procurement No. 1) issued on 23.07.2020 (Restrictions under Rule 144 (xi) of the GFR 2017) shall be applicable for subject tender. Model Certificates provided in same Annex-III shall also be complied. Further relevant clause of order no. 25-11/6/2018-PG dated 02.07.20 issued by MoP shall also be complied. An undertaking regarding Model Clauses (as applicable from Annex-III) shall be furnished along with bid documents (as per attached format in **Annexure-IV**)
4. Please furnish NTPC’s Main & Sub-supplier questionnaire (enclosed with this enquiry **Annexure-V**) and submit all the supportive documents against details furnished therein (Signed & Stamped on each page).
5. Bidders to,
* Ensure compliance to Ministry of Power (MoP) Order No. 25‐11/6/2018‐PG dt. 02/07/2020 & Order No. 11/05/2018‐Coord. dt. 23/07/2020, if applicable.
* Ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.
* to submit “Model Certificate for Tenders” as per Annex-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.

 Note: Subsequent orders/circulars to be checked and to be complied.

1. All applicable Annexures (A to D and I to V) with Formats are attached with BOQ Specification for this Bid which need to be submitted Signed & Stamped on each page.
2. All other terms & conditions shall be as per GeM bid, selected Additional Terms & Conditions from GeM library and GTC on GeM version available on GeM Portal as on enquiry floating date.