

BUYER ADDED BID SPECIFIC ATC CLAUSES

1. Scope: supply (Bid price to include all cost components).
2. Bidder has to provide the details as per TECHNICAL PQR (part of Technical Specification in its offer and has to note that bids of only those bidders shall be evaluated who meet the Technical Pre-Qualifying requirements. Above terms for PQR shall prevail in conflict (if any).
3. 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
 - iii) Offered item should mandatorily conform to PP-MII order provisions.
 - iv) The vendors proposed shall be accepted based on Main Contractor's (i.e. BHEL) certification regarding past experience with the vendor for supply of similar items. The certification to be submitted to NTPC, before placing the order on the vendor. In case, proposed vendors for such items are not having past experience with Main Contractor (i.e BHEL), these vendors shall be assessed by the Main Contractor (i.e BHEL) for their capability, and the assessment report shall be submitted to NTPC for reference & record, before placing order on the vendor.

4. Payment terms:

Payments shall be made to the Seller within 90 days (45 days for seller qualified and registered as Micro or small and 60 days for Medium enterprises 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 Tax invoice, Packing List, LR/RR, CRAC/MRC, Insurance intimation, Guarantee Certificate, E-way bill (as applicable).

Main and Mandatory spares: As per clause no. 12(i) of GTC on GeM. 100% payments shall be made to the Seller within 90 days (45 days for seller qualified and registered as Micro or small and 60 days for Medium enterprises as per MSMED Act.) of issue of consignee receipt-cum-acceptance certificate (CRAC)/MRC and on-line submission of bills (This is in supersession of 10 days' time as provided in clause 12 of GeM GTC).

SERVICES (Supervision of E&C): - As per clause no. 12(ii) of GTC on GeM. 100% payments shall be made to the Seller within 90 days (45 days for seller qualified and registered as Micro or small and 60 days for Medium enterprises as per MSMED Act) of successful completion of the activity on pro rata basis, on site certification / certification by engineering as applicable. Supplier has to provide Tax invoice, site certification for payment.

Provision of offline payment in GeM shall be utilized.

5. Terms of Delivery:

Terms of delivery shall be F.O.R. dispatch station. All dispatches shall be through Road Carriers on Freight Pre-Paid basis. Road Permit/E-way Bill if required will be arranged by Supplier. 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.

6. Guarantee Terms: As per Cl. No. 10 of GTC on GeM for the bid. However, Guarantee & Warrantee time period (Unit-wise / lot wise /Stage-wise/set wise, as applicable), Guarantee & Warrantee time period shall be 18 months from the date of last supply in the contract.

7. EMD is applicable. EMD amount shall be Rs.60,000/-.

EMD is to be submitted by the all bidders along with their bids (except Micro and Small Enterprises (MSEs) or Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)).

Modes of deposit: -

The EMD may be accepted only in the following forms:

- Electronic Fund Transfer credited in BHEL account (before tender opening)

BHEL-PEM account details are as follows:

Bank name, State Bank of India

Account No: 39922687394

IFSC: SBIN0017313

BRANCH-CAG II NEW DELHI

- Banker's cheque/ Pay order/ Demand draft, in favour of BHEL-PEM, Noida (along with the offer).
- Fixed Deposit Receipt (FDR)
- Bank Guarantee from any of the Scheduled Banks.
- Insurance Surety Bonds.

The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.

Forfeiture of EMD-

A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.

EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors (abridged version of guidelines is available on www.bhel.com)" and forfeited/ released based on the action as determined under these guidelines.

Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, Bid securities of unsuccessful bidders during first stage i.e. technical-commercial evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical-commercial evaluation.

Bid security shall be refunded to the successful bidder on conclusion of the order/ receipt of a performance security.

EMD shall not carry any interest.

8. Performance Bank Guarantee:

BG value shall be 10% as per Cl. no. 07 of GeM and validity shall be as per below: -

Initially 10% of the contract value (total order value in case of GeM POs excluding PVC/total Ex-works price in case of outside GeM POs excluding PVC). 5% of the contract value (as above) will be released after completion of Main Supply based on certification by PG/Purchaser.

Or

5% of the contract value (total order value in case of GeM POs excluding PVC/total Ex-works price in case of outside GeM POs excluding PVC). Additional 5% of the contract value will be retained from first bill & subsequent bill(s) of the same contract (in case the value of first bill will be less than 5% of the contract value). The retention amount will be released after completion of Main Supply based on certification by PG/Purchaser.

BG Validity: -25 Months from the date of PO (Assumption: 145 days approx. 5 months as Delivery period + 18 Months for Performance + 02 Months for the claim period). However, BG will be released only after completion of all contractual liability or guarantee period whichever is later. Further, extension if any shall be as per GeM Terms. In case of BG from private banks, a clause shall be incorporated in the text of bank guarantee that it can be enforced by being presented at any branch of the bank located in the Delhi-NCR.

9. This package is Non-Divisible in nature.

9. This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dtd. 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations & Equipment's etc.) & hence criteria of prior experience/Turnover shall be same for all the bidders including start-up/MSME

10. Bidders shall be required to submit applicable Freight % & GST % included in their prices during tender clarification stage. Bidders to mention freight/GST percentage for all the items as part of un-priced bid to be submitted along with their Techno-Commercial offer. However, negotiation/RA shall be on Total Evaluation (FOR as per GeM) price only as per GeM logic.

11. 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 organisation contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.

12. Delivery Period & Validity of Contract:

Delivery period shall be as per Annexure-I for Delivery Schedule & submission/resubmission schedule as per technical specification.

13. Liquidated Damage:

MAIN SUPPLY : - 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 ($\frac{1}{2}$) percent, of the total main supply contract price excluding GST per week or part thereof, subject to a maximum of ten(10) percent of the total main supply 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.

MANDATORY SPARES: -LD shall be applicable @ $\frac{1}{2}$ percent, 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.

SERVICES (Supervision of E&C): -For delay in deputing service engineer, LD on site activities portion shall be applicable @ $\frac{1}{2}$ % of the total site activities portion contract value (excluding element of taxes) per week or part thereof. However, total LD (Main supply +Mandatory Spares + site activities) shall be limited to 10% of cumulative total contract value (Main Supply+ Mandatory Spares + Site activities) excluding GST.

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

Above LD clause shall prevail over the LD clause of GeM GTC.

14. 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 +5% of contract value.** Bidders to quote accordingly.

15. Consignee Details (for PRC - Provisional Receipt Certificate & CRAC - Consignee's Receipt cum Acceptance Certificate, as applicable) shall be as per Projects Site official details. Consignee details of projects considered are mentioned in NIT document for ready reference.

16. Inspection:

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.

17. Any other special major condition:

- (i). Bidder shall be asked to provide detailed break-up of quoted price in Ex-works, freight & Tax components.
- (ii). Bidders shall be required to submit applicable Freight % & GST % included in their prices during tender clarification stage.
- (iii). Material shall be dispatched by vendor after issuance of MDCC by BHEL only.
- (iv). Advance intimation of dispatch by bidder shall be given, to PEM and Insurance agency/Site.

18. Bidders have to note, "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 and MOP circular No. A-1/2021-FSC-Part (5) dated 16.11.2021. 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.

Only Class-I local suppliers are eligible to bid in this tender.

Minimum Local Content required for qualifying a bidder as "Class 1 Local Supplier" shall be 60%.

Following point to be noted regarding verification of local content: -

The local supplier at the time of tender, bidding or solicitation shall be required to provide a certificate w.r.t. minimum local content, in accordance with para 9 of PP-MII order revision dated 16.09.2020.

Following may also pls. be noted by the bidders:

- a. Eligibility of Suppliers: Class I Local Supplier (as per para no. 3(b) of Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT) and MOP circular No. A-1/2021-FSC-Part (5) dated 16.11.2021.
- b. Minimum Local Content required for qualifying a bidder as "Class I Local Supplier": As per para no. 5 of Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT and MOP circular No. A-1/2021-FSC-Part (5) dated 16.11.2021.
- c. Nature of Package: Not- Divisible.
- d. Purchase Preference: As per para no. 3A (b) of Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT and MOP circular No. A-1/2021-FSC-Part (5) dated 16.11.2021.
- e. Margin of purchase preference: As per para no. 6 of Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT and MOP circular No. A-1/2021-FSC-Part (5) dated 16.11.2021.

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

19. Breach of contract, Remedies and Termination: -

"In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Vendor using following instruments:

- (i) encashment of security instruments like EMD, Performance Security with PEM against the said contract
- (ii) balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the Vendor, retention amount etc. with PEM
- (iii) balance amount from security instruments like EMD, Performance Security and other financial remedies i.e. available bills of the Vendor, retention amount etc. with other units of BHEL
- (iv) if recovery is not possible then legal remedies shall be pursued"

The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

20. 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.

21. 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, Dispatch Clearance.

22. 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 Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020, 08.02.2021 & 06.09.22.

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

23. All NOTES mentioned in Suggestive Price Schedule (BOQ) shall be made part of ATC.

24. Following ATC available in GEM shall also be made part of NIT: -

- i. 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.

ii. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

iii. 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.

iv. The bidder is required to upload, along with the bid, all relevant certificates such as BIS license, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

v. 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.

25. Evaluation shall be on the basis of total all inclusive, landed price at consignee destination (All Project together) (Refer cl. No. 6 of GTC on GEM). However, unloading of items (at delivery point) shall be in the scope of buyer. Bidder to quote prices accordingly.

26. For bidders (who are not registered with BHEL-PEM) - Online registration portal is operational, Non-registered Vendors who wish to apply for registration in BHEL-PEM can apply through Online Registration Portal available at www.pem.bhel.com - vendor section - Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration can be uploaded on the website and submit the application for registration. However, registration of suppliers is not mandatory in case of open tender.

27. All the Buyer Added Bid Specific Additional Terms and Conditions shall supersede relevant terms & conditions of GeM GTC and shall prevail in case of conflict (if any).

28. Bidders to comply with Packing Instructions and others parameters provided in tender specification document.

29. Bidders to submit applicable Freight % & GST % included in their prices in unpriced bid format attached with specification.

30. CIF is not available for this package.

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

32-Price Variation Clause: - PVC shall be applicable for Main Supply charger (Float Cum boost charger) only, PVC ceiling limit shall be +20%. PVC shall be payable within agreed contractual delivery period. In case of delay is attributable to vendor, for the payment purpose, the PVC shall be calculated based on rates applicable as on the date of expiry of contractual delivery date or actual delivery date, whichever is beneficial to BHEL.

For details, please refer Circular IEEMA/PVC/BTR-CHRG/2023 for PVC formula & factors.

33- Bidder to note the following: -

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- they have controlling partner (s) in common; or
- they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- they have the same legal representative/agent for purposes of this bid; or
- they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or

- Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid, or

- In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and
2. Indian/foreign agent on behalf of only one principal,'

or

- A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or

- In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

34. If there is any typographical error in BOQ description in GeM portal w.r.t Technical Specification, BOQ mentioned in Technical specification shall prevail.

35. All other terms & conditions shall be as per selected Additional Terms & Conditions for subject bid and GTC version available on GeM Portal on enquiry date, Buyer specific ATC & as per enclosed documents shall be applicable.

(ON COMPANY LETTER HEAD)

To,
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301

Dear Sir,

This has reference to:

1. Our offer for DC Battery Charger for FGD Projects (NTPC MAUDA STAGE -I FGD, NTPC SIPAT STAGE-II – FGD, NTPC NORTH KARANPURA – FGD, NTPC KAHALGAON-FGD & NTPC BARH STAGE II FGD), GeM BID No.Dtd. 16.11.2023

2. Ministry of Finance circular dated 23.07.20, 08.02.21 & 06.09.22 reg. restriction under rule 144 (xi) of GFR.

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that M/s (bidder name) is not from such a country and is eligible to be considered/participate in tender enquiry for against aforesaid tender enquiry.

Sign & Signature (Not below Director/owner of the company)

Date:

Place:

LOCAL CONTENT CERTIFICATE
(ON COMPANY LETTER HEAD)

To,
Bharat Heavy Electricals Limited
PEM, PPEI Building, Plot No 25,
Sector 17 A, Noida (U.P)-201301

Subject: - Certification regarding local content

Reference: GeM Bid No.:Dtd. 16.11.2023

Name of Package: DC Battery Charger

Project Name: FGD Projects (NTPC MAUDA STAGE -I FGD, NTPC SIPAT STAGE-II – FGD, NTPC NORTH KARANPURA – FGD, NTPC KAHALGAON-FGD & NTPC BARH STAGE II FGD),

Dear Sir,

We hereby certify that items offered by us DC Battery Charger for FGD Projects has local content of %

Further, it is also certified that the local content % certified above is in line with definition of local content given in Public Procurement (Preference to Make in India), Order 2017-revision, having ref no. P45021/2017/-PP (BE-II) dtd. 04.06.20 & 16.09.20 and we qualify as Class supplier.

We further confirm that address of the location at which the local value addition is made will be as follows:

Thanking You,
Yours faithfully,

M/s _____

(ON COMPANY LETTER HEAD)

To,
Bharat Heavy Electricals Limited
PEM, PPEI Building, Plot No 25,
Sector -I6A, Noida (U.P)-201301

Subject: - No Deviation Certificate

Reference: GeM Bid No.:Dtd. 16.11.2023

Name of Package: DC Battery Charger

Project Name: FGD Projects (NTPC MAUDA STAGE -I FGD, NTPC SIPAT STAGE-II – FGD, NTPC NORTH KARANPURA – FGD, NTPC KAHALGAON-FGD & NTPC BARH STAGE II FGD).

Dear Sir,

We hereby confirm that we have not taken any deviation in the above referred tender enquiry.
If any deviation in any part of our offer is found same shall be null & void.

Thanking You,
Yours faithfully,

M/s _____