

**GeM Bid No.: GEM/2023/B/3095623 dtd. 08.02.2023**

**Package: CABLE TRAY SUPPORTS SYSTEM-BOLTABLE TYPE**

**Projects: 3X800 MW PVUNL PATRATU TPP PHASE-I**

**Note:** - Technical Specification, PQR and BOQ are uploaded against the above GeM Bid Number. Bidders are requested to visit GeM portal for this tender enquiry and go through the tender documents to submit their offer.

The below mentioned terms and conditions shall supersede the terms and conditions mentioned elsewhere in tender documents. :-

1	<b>Terms of Payment</b>		
	<b>a) Payment Schedule</b>	<b>Type of bidder</b>	<b>Payment Terms (Number of days)</b>
		Micro & Small Enterprises (MSEs)	<b>45 days</b>
		Medium Enterprises	<b>60 days</b>
		Non MSME	<b>90 days</b>
	<b>b) Supply</b>	Payments shall be made to the Seller as per above schedule after issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in suppression of 10 days' time as provided in clause 12 of GeM GTC).  Supplier has to provide Tax invoice, Packing List, LR/RR, CRAC, Insurance intimation, Guarantee Certificate, E-way bill (as applicable) for payment.  Provision of offline payment in GeM shall be utilized.	
2	<b>Terms of Delivery</b>	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. Transit insurance shall be in the scope of supplier as per GeM. However, unloading of items at delivery point shall be in the scope of BHEL. Bidder to quote prices accordingly. These terms shall super cede respective terms mentioned in SCC of this project.  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, Dispatch Origin & destination details etc.) to policy underwriter with a copy to BHEL.	

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3	<b>Delivery Schedule</b>	<p>i) Delivery completion for PO Quantity shall be "6" months from PO date. Successful bidder to do the package engineering in time and get the engineering Drgs. /docs approved from BHEL/End Customer.</p> <p>ii) Delivery completion for Subsequent Lots, if any (if released under +25 % qty. var. clause of contract): Supply within Four (4) months from the date of Quantity clearance by BHEL. Subsequent lots shall be released in maximum 02 lots within 12 months from the date of PO</p> <p>"Validity of the contract shall be 18 calendar months i.e., 540 days from PO date. "</p> <p>GENERAL NOTES FOR DELIVERY:</p> <p>a. The end period specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.</p> <p>b. The delivery conditions specified are for contractual LD purposes, however BHEL may ask for early deliveries without any compensation thereof.</p> <p>DRAWING SUBMISSION/RESUBMISSION SCHEDULE SHALL BE AS PER BELOW TABLE. BHEL WILL FURNISH COMMENTS / APPROVAL ON EACH SUBMISSION / RE-SUBMISSION OF DRAWING/DOCUMENTS WITHIN 18 DAYS FROM RECEIPT OF SAME</p>		
4	<b>Engineering Drgs/docs applicable</b>	<b>DRG TITLE</b>	<b>PRIMARY/ SECONDARY</b>	<b>DRG SUB/RE-SUB SCHEDULE</b>
	PE-V0-434-507-E052	GA DRG. OF CABLE TRAY SUPPORTS (BOLTED TYPE)	Primary	R-0 within 14 days from PO & subsequent revisions within 10 days of comments received from BHEL.
	PE-V0-434-507-E908	QUALITY PLAN FOR CABLE TRAY SUPPORTS (BOLTED TYPE)	Primary	
	PE-V0-434-507-E051	TECHNICAL DATA SHEETS FOR CABLE TRAY SUPPORTS (BOLTED TYPE)	Primary	
	PE-V0-434-507-E053	Type test procedure including Typical details of type test arrangement	Primary	
	PE-V0-434-507-E054	TYPE TEST REPORT/CERTIFICATES	Primary	R-0 within 02 months of approval of other primary drawing/documents & subsequent revisions within 10 days of comments received from BHEL.

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5	<b>Quantity Variation</b>	Over all (%) quantity variation shall be +25% post placement of contract. Quantity variation before placement of contract shall be as per GeM. This shall supersede over qty variation of +/- 30% as per CMM guidelines.
6	<b>CPBG (Contract Performance Bank Guarantee)</b>	a) CPBG @ 5% of the value of Contract shall be applicable. b) Initial e-PBG validity: 26 Months from the date of PO. This is just an indicative validity for the sake of mentioning in Gem portal while creating tender. However actual PBG validity shall be as per Cl no. 7(ii) of GTC-GeM. BG will be released only after completion of all contractual liability or guarantee period whichever is later.
7	<b>Guarantee Terms</b>	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 (consignee wise).
8	<b>Liquidated Damage</b>	<p>Main Supply &amp; Commissioning Spares :- 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 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.</p> <p><b>NOTES:</b></p> <p>i. LR/RR date for indigenous 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.</p> <p>ii. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s).</p> <p>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.</p> <p>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.</p> <p>LD shall be applicable on LOT-wise quantity. Above LD clause shall prevail over the LD clause of GeM GTC.</p>

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9	<b>Any other special major condition</b>	<p>a) Bidder shall be asked to provide detailed break-up of quoted price in Ex-works, freight &amp; Tax components.</p> <p>b) Bidders shall be required to submit applicable Freight % &amp; GST % included in their prices during tender clarification stage.</p> <p>c) Material shall be dispatched by vendor after issuance of MDCC by BHEL only.</p> <p>d) Advance intimation of dispatch by bidder shall be given, to PEM and Insurance agency/Site.</p> <p>e) PVC is applicable. Base date, PVC formulae &amp; factors shall be applicable as per Annexure -C attached with specifications.</p>
10	<p>This is a conditional tender enquiry. Financial bid opening (Part-II) of a bidder shall be subjected to the following:</p> <p>i) Techno-Commercial evaluation by BHEL.</p> <p>ii) Qualification of Technical PQR</p> <p>iii) Offered item should mandatorily conform to PP-MII order provisions.</p> <p>iv) Approval of vendor by end customer - NTPC approval shall be taken up by BHEL with end customer-NTPC based on the credentials / reference list. Hence, Bidders will be asked to submit the following (as part of their credentials) along with their offer: -</p> <ul style="list-style-type: none"> <li>• NTPC's Main &amp; Sub-supplier questionnaire and submit all the supportive documents against details furnished therein (signed &amp; stamped on each page).</li> </ul>	
11	<p>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 &amp; Equipment etc.) &amp; hence criteria of prior experience/Turnover shall be same for all the bidders including start-up/MSME.</p>	
12	<p>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 &amp; 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.</p>	
13	<p>Provision of offline payment in GeM can be utilized.</p>	
14	<p>Bidders have to note, "For this procurement, the local content to categorize a supplier as a Class I Local Supplier / Class II 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."</p> <p><b>Both Class-I &amp; Class-II local suppliers are eligible to bid in this tender.</b></p> <p>Following may also pls. be noted by the bidders:</p> <p>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.</p> <p>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. and Ministry of Power notification No. A-1/2021-FSC-Part (5) dated 16.11.2021</p>	

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	<b><i>Note: Subsequent orders/circulars to be checked and to be complied.</i></b>
15	<p>Bidders to,</p> <ul style="list-style-type: none"> <li>• ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 &amp; Order No. 11/05/2018-Coord. dt. 23/07/2020, if applicable.</li> <li>• ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 &amp; 2) F. No. 6/18/2019/PPD dt. 23/07/2020.</li> <li>• to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 &amp; 2) F. No. 6/18/2019/PPD dt. 23/07/2020.</li> </ul> <p>Note: Subsequent orders/circulars to be checked and to be complied.</p>
16	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.
17	Evaluation shall be on the basis of total all inclusive, landed price at consignee destination (Refer cl. No. 6 of GTC on GEM). However, unloading of items (at delivery point) shall be in the scope of buyer. Incomplete offer or part offer of NIT BOM/BOQ shall be summarily rejected.
18	Bidders to inform 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 logics. Detailed Price Break up shall be reverse calculated based on freight/GST percentage furnished by bidder for Order Placement.
19	Bidder has to provide the details as per TECHNICAL PQR 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).
20	For bidders (who are not registered with BHEL-PEM) - For registration in 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 <a href="http://www.pem.bhel.com">www.pem.bhel.com</a> - 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
21	Applicability of Risk Purchase clause as per Annexure A in case of default by GeM bidder.
22	CIF is not applicable for this package.
23	Integrity pact is not applicable for subject package.
24	In course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective bidders. In case more than one bidder happens to occupy L-1 status even after soliciting discounts, the L1 bidder shall be decided by a toss / draw of lots, in the presence of respective bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.

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25	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.
26	<p>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 as indicated in the guidelines attached to take up the inspection REMOTELY.</p> <p>Guidelines may be accessed from following link:</p> <p><a href="https://pem.bhel.com/Documents/VendorSection/Vendor/Guidelines.pdf">https://pem.bhel.com/Documents/VendorSection/Vendor/Guidelines.pdf</a></p> <p>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.</p> <p>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.</p> <p>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.</p>
27	<p>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:</p> <ul style="list-style-type: none"><li>a) they have controlling partner (s) in common;' or</li><li>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</li><li>c) they have the same legal representative/agent for purposes of this bid; or</li><li>d) 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</li></ul>

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	<p>e) 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</p> <p>f) 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:</p> <ol style="list-style-type: none"><li>1. The principal manufacturer directly or through one Indian agent on his behalf; and</li><li>2. Indian/foreign agent on behalf of only one principal,'</li></ol> <p>or</p> <p>g) 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</p> <p>h) 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.</p>
28	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).
29	All other terms & conditions shall be as per GeM bid, selected Additional Terms & Conditions from GeM library and GTC on GeM GTC version available on GeM Portal on enquiry floating date shall be applicable.

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**ANNEXURE-A: RISK PURCHASE CLAUSE**

**1. DEFAULT/ BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE:**

In case of delays (beyond the maximum late delivery period as per LD clause) in supplies, or if there be defective supplies or non-fulfilment of any other terms and conditions of the Contract as enumerated subsequently in this clause, then, without prejudice to its right to recover any expenses, losses or damages to which the Buyer may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract or to suspend business dealings with the Seller/Contractor in terms of the Buyers' Guidelines for Suspension of Business Dealings as applicable from time to time, the Buyer shall also be entitled to cancel the Order/ Contract either in whole or portion thereof without compensation to Seller. On the occurrence of any of the acts/omissions mentioned below, the Buyer may if it so desires, procure upon such terms and in such manner as deemed appropriate, plant / equipment / stores not so delivered or others of similar description where plant / equipment / stores exactly complying with particulars are not, in the opinion of the Buyer (which shall be final), readily procurable, at the risk and cost of the Seller.

The Seller shall be liable to the Buyer for any excess costs incurred thereof and the Seller shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller shall on no account be entitled to any gain on such re-purchases. If the Bidder does not agree to this Risk Purchase clause, BHEL reserves the right to reject the bid/offer of the Bidder. The order/contract may be cancelled in whole or part thereof and Risk & Cost Clause in line with terms and conditions of PO/Contract may be invoked by the Buyer in any of the following cases:

- i) If the Seller/Contractor fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or the seller's poor progress of the supply/services vis-à-vis delivery/execution timeline as stipulated in the contract, backlog attributable to the Seller including unexecuted portion of supply does not appear to be executable within balance period available.
- ii) Delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications/execution methodology.
- iii) Withdrawal from or repudiation/abandonment of the supply/services by the Seller before completion as per contract or if the Seller refuses or is unable to supply goods or materials covered by the order/Contract either in whole or in part or otherwise fails to perform the Order/Contract.
- iv) Non-supply by the Seller within scheduled completion/delivery period as per contract or as extended from time to time for reasons attributable to the Seller.
- v) Termination of Contract on account of any other reason(s) attributable to the Seller.
- vi) Assignment, transfer, subletting of contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vii) If the Seller be an individual or a Sole Proprietorship, in the event of death or insanity of the Seller.
- viii) If the Seller/Contractor being an individual or if a partnership firm thereof, shall at any time be adjudged insolvent or shall have a receiving order for administration of his estate made



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against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act.

- ix) If the Seller/Contractor being a Company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager.

x) Non- Compliance to any contractual condition or any other default attributable to the Seller. BHEL reserves the right to terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the above said cases. Such defaulting vendor/Seller shall not be eligible to participate in re-tendering conducted on account of risk purchase made due to fault of such vendor/Seller.

2. **Risk & Cost Amount against Balance Work:** To be calculated as follows: -

Risk & Cost Amount=  $[(A-B) + (A \times H/100)]$

Where,

A = Value of Balance scope of Work (\*) as per rates of new contract

B = Value of Balance scope of Work (\*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

3. **Balance scope of work (in case of termination of contract):** Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute / extra items whose rates have already been approved would form part of contract quantities for this purpose.

Substitute / extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

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However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

**NOTE:** In case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

4. **LD against delay in executed work in case of Termination of Contract:** LD against delay in executed work shall be calculated in line NIT terms & conditions, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of LD against delay in executed work in case of termination of contract" is given below:

- i. Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
  - ii. Let the value of executed work till the time of termination of contract = X
  - iii. Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y
  - iv. Delay in executed work attributable to contractor i.e.  $T2 = [1 - (X/Y)] \times T1$
  - v. LD shall be calculated in line with LD clause (clause 16) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.
5. **Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor:** Without prejudice to the other means of recovery of such dues from the Seller recoveries from the Seller on whom risk & cost has been invoked shall be made from the following:
- a) Dues available in the form of Bills payable to seller, SD, BGs against the same contract.
  - b) Dues payable to seller against other contracts in the same Region/Unit/ Division of BHEL.
  - c) Dues payable to seller against other contracts in the different Region/Unit/ division of BHEL.

*In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.*

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*<On Letter head of Company>*

Ref.....

Date.....

To,  
Bharat Heavy Electricals Limited  
PEM, PPEI Building, Plot No 25,  
Sector -16A, Noida (U.P) -201301

**Subject: - DECLARATION REGARDING LAND BORDER**

Reference: GeM Bid No. **GEM/2023/B/3095623 dtd. 08.02.2023**

Project: **3X800 MW PVUNL PATRATU TPP PHASE-I**  
Package: Cable Tray & Support System-Boltable Type

Dear Sir,

This has reference to: -

1. Our Offer for Supply of Cable Tray & Support System-Boltable Type for **3X800 MW PVUNL PATRATU TPP PHASE-I** against GEM Tender No. **GEM/2023/B/3095623 dtd. 08.02.2023**
2. Order dated 23.07.2020 reg. restriction under rule 144 (xi) of GFR issued by Ministry of Finance, Department of Expenditure Public Procurement Division.

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I hereby certify that **M/s .....**, is not from such a country and is eligible to be considered.

Thanking you,

Yours truly

..... ((highest competent authority at  
your end (i.e. Owner, partner, CMD, Director etc.))  
..... (firm name)

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**Letter head of Company**

Ref.....

Date.....

To,  
Bharat Heavy Electricals Limited  
PEM, PPEI Building, Plot No 25,  
Sector -16A, Noida (U.P) -201301

**Subject: - Certification regarding local content**

Reference:

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Package: Cable Tray & Support System-Boltable Type

Projects: **3X800 MW PVUNL PATRATU TPP PHASE-I**

Dear Sir,

We hereby certify that items offered by ....., ..... **for 3X800 MW PVUNL PATRATU TPP PHASE-I** meets the requirement of minimum local content of GeM NIT and Public Procurement (Preference to Make in India), Order 2017 dated-15.06.2017, 28.05.2018 & 29.05.2019, 04.06.20, 16.09.20 & 16.11.21.

Local content of the items offered is .....

We further confirm that details of location at which the local value addition is made will be our registered works at .....  
..... (complete address of the works)

Yours truly

..... (authorized signatory of company)

..... (firm name)



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**Letter head of Company**

Ref.....

Date.....

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**Name of Package: Cable Tray & Support System-Boltable Type**

**Project : 3X800 MW PVUNL PATRATU TPP PHASE-I**

NO COMMERCIAL DEVIATION

Yours very truly

..... (authorized signatory of company)

..... (firm name)

**Company's Seal/stamp**



**GeM Bid No.: GEM/2023/B/3095623 dtd. 08.02.2023**

Letter head of Company

Ref.....

Date.....

Reference : GeM Bid No. GEM/2023/B/3095623 dtd. 08.02.2023

Name of Package: Cable Tray & Support System-Boltable Type

Project : 3X800 MW PVUNL PATRATU TPP PHASE-I

NO TECHNICAL DEVIATION

Yours very truly

..... (authorized signatory of company)

..... (firm name)

Company's Seal/stamp

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	18-02-2023 15:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	18-02-2023 15:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	180 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Heavy Industries And Public Enterprises
<b>Department Name/विभाग का नाम</b>	Department Of Heavy Industry
<b>Organisation Name/संगठन का नाम</b>	Bharat Heavy Electricals Limited (bhel)
<b>Office Name/कार्यालय का नाम</b>	10250020-pem, Noida
<b>Total Quantity/कुल मात्रा</b>	58360

Bid Details/बिड विवरण	
Item Category/मद केटेगरी	<p>90 deg. Angle Fitting LA1 -COMPLETE WITH REQUIRED HARDWARES -Spring nuts washers etc. as required for complete installation-As per Tech. Specifications Sl. No.-4.5 , Base Plate for Double Channel BP2 -COMPLETE WITH REQUIRED HARDWARES -Spring nuts washers etc. as required for complete installation -As per Tech. Specifications Sl. No.-4.4 , Base Plate for Single Channel BP1 -COMPLETE WITH REQUIRED HARDWARES -Spring nuts washers etc. as required for complete installation-As per Tech. Specifications Sl. No.-4.3 , Beam Clamp BC1 -COMPLETE WITH REQUIRED HARDWARES -Spring nuts washers etc. as required for complete installation-As per Tech. Specifications Sl. No.-4.6 , Clamp for Single Channel CC1 -COMPLETE WITH REQUIRED HARDWARES -Spring nuts washers etc. as required for complete installation-As per Tech. Specifications Sl. No.-4.1 , Clamp for Double Channel CC2 -COMPLETE WITH REQUIRED HARDWARES -Spring nuts washers etc. as required for complete installation-As per Tech. Specifications Sl. No.-4.2 , Double Channel DC1 -In Standard Length of 6M per piece -As per Tech. Specifications Sl. No.-2 , Single Channel SC1 -In Standard Length of 6M per piece -As per Tech. Specifications Sl. No.-1 , Cantilever arm for 600 mm wide cable trays-750mm-EachCompleteWith2Nos.M12Hex.BoltandWasher,2Nos.M12SpringNuts,2Nos.M6PanHeadScrewsandwasher,2Nos.M6SpringNuts-As per Tech. Spec. Sl. No.-3.1 , Cantilever arm for 600mm wide cable trays -620mm-EachCompleteWith2Nos.M12Hex.BoltandWasher,2Nos.M12SpringNuts,2Nos.M6PanHeadScrewsandwasher,2Nos.M6SpringNuts-As per Tech. Spec. Sl. No.-3.2 , Cantilever arm for 300mm wide cable trays - 320mm-EachCompleteWith2Nos.M12Hex.BoltandWasher,2Nos.M12SpringNuts,2Nos.M6PanHeadScrewsandwasher,2Nos.M6SpringNuts-As per Tech. Spec. Sl. No.-3.3 , Cantilever arm for 150mm wide cable trays - 170mm-EachCompleteWith2Nos.M12Hex.BoltandWasher,2Nos.M12SpringNuts,2Nos.M6PanHeadScrewsandwasher,2Nos.M6SpringNuts-As per Tech. Spec. Sl. No.-3.4</p>
BOQ Title/बीओक्यू शीर्षक	CABLE TRAY SUPPORT SYSTEM BOLTABLE TYPE FOR 3X800 MW NTPC PATRATU TPS
MSE Exemption for Years of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	No
Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	<p>Certificate (Requested in ATC),Compliance of BoQ specification and supporting document</p> <p>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer</p>
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid



Bid Details/बिड विवरण	
Primary product category	Cantilever arm for 150mm wide cable trays - 170mm- EachCompleteWith2Nos.M12Hex.BoltandWasher,2 Nos.M12SpringNuts,2Nos.M6PanHeadScrewsandwasher,2Nos. M6SpringNuts-As per Tech. Spec. Sl. No.-3.4
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	4 Days
Payment Timelines	Payments shall be made to the Seller within <b>90</b> days 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)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

#### EMD Detail/ईएमडी विवरण

Required	No
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#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	26

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

Manager  
10250020-PEM, Noida, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises  
(Isha Rawat)

#### Splitting/विभाजन

Bid splitting not applied.

#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
  - i. If number of technically qualified bidders are only 2 or 3.
  - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
  - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
  - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
  - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

## 90 Deg. Angle Fitting LA1 -COMPLETE WITH REQUIRED HARDWARES -Spring Nuts Washer Etc. As Required For Complete Installation-As Per Tech. Specifications Sl. No.-4.5

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

Brand Type/ब्रांड का प्रकार	Unbranded
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### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sanjeev Kumar	829119,BHEL Site office, 3x800MW PVUNL Patratu, Distt. - Ramagarh, Jharkhand, Pin: 829119	4550	540

**Base Plate For Double Channel BP2 -COMPLETE WITH REQUIRED HARDWARES -Spring Nuts Washers Etc. As Required For Complete Installation -As Per Tech. Specifications Sl. No.-4.4**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sanjeev Kumar	829119,BHEL Site office, 3x800MW PVUNL Patratu, Distt. - Ramagarh, Jharkhand, Pin: 829119	1200	540

### Base Plate For Single Channel BP1 -COMPLETE WITH REQUIRED HARDWARES -Spring Nut Washers Etc. As Required For Complete Installation-As Per Tech. Specifications Sl. No.- 4.3

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

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### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sanjeev Kumar	829119,BHEL Site office, 3x800MW PVUNL Patratu, Distt. - Ramagarh, Jharkhand, Pin: 829119	3050	540

### Beam Clamp BC1 -COMPLETE WITH REQUIRED HARDWARES -Spring Nuts Washers Etc. As Required For Complete Installation- As Per Tech. Specifications Sl. No.-4.6

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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### Technical Specifications/तकनीकी विशिष्टियाँ

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

<b>S.No./क्र. सं.</b>	<b>Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी</b>	<b>Address/पता</b>	<b>Quantity/मात्रा</b>	<b>Delivery Days/डिलीवरी के दिन</b>
1	Sanjeev Kumar	829119,BHEL Site office, 3x800MW PVUNL Patratu, Distt. - Ramagarh, Jharkhand, Pin: 829119	2000	540

**Clamp For Single Channel CC1 -COMPLETE WITH REQUIRED HARDWARES -Spring Nuts Washers Etc. As Required For Complete Installation- As Per Tech. Specifications Sl. No.- 4.1**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

Brand Type/ब्रांड का प्रकार	Unbranded
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**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sanjeev Kumar	829119,BHEL Site office, 3x800MW PVUNL Patraru, Distt. - Ramagarh, Jharkhand, Pin: 829119	7210	540

#### Clamp For Double Channel CC2 -COMPLETE WITH REQUIRED HARDWARES -Spring Nuts Washers Etc. As Required For Complete Installation- As Per Tech. Specifications SI. No.- 4.2

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sanjeev Kumar	829119,BHEL Site office, 3x800MW PVUNL Patraru, Distt. - Ramagarh, Jharkhand, Pin: 829119	4350	540

#### Double Channel DC1 -In Standard Length Of 6M Per Piece -As Per Tech. Specifications SI. No.-2

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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#### Technical Specifications/तकनीकी विशिष्टियाँ

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sanjeev Kumar	829119,BHEL Site office, 3x800MW PVUNL Patratu, Distt. - Ramagarh, Jharkhand, Pin: 829119	4450	540

**Single Channel SC1 -In Standard Length Of 6M Per Piece -As Per Tech. Specifications Sl. No.-1**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sanjeev Kumar	829119,BHEL Site office, 3x800MW PVUNL Patratu, Distt. - Ramagarh, Jharkhand, Pin: 829119	13350	540

**Cantilever Arm For 600 Mm Wide Cable Trays-750mm- EachCompleteWith2Nos.M12Hex.BoltandWasher,2 Nos.M12SpringNuts,2Nos.M6PanHeadScrewsandwasher,2Nos.M6SpringNuts-As Per Tech Spec. Sl. No.-3.1**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sanjeev Kumar	829119,BHEL Site office, 3x800MW PVUNL Patratu, Distt. - Ramagarh, Jharkhand, Pin: 829119	500	540

**Cantilever Arm For 600mm Wide Cable Trays -620mm- EachCompleteWith2Nos.M12Hex.BoltandWasher,2 Nos.M12SpringNuts,2Nos.M6PanHeadScrewsandwasher,2Nos.M6SpringNuts-As Per Tech Spec. Sl. No.-3.2**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

<b>S.No./क्र. सं.</b>	<b>Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी</b>	<b>Address/पता</b>	<b>Quantity/मात्रा</b>	<b>Delivery Days/डिलीवरी के दिन</b>
1	Sanjeev Kumar	829119,BHEL Site office, 3x800MW PVUNL Patratu, Distt. - Ramagarh, Jharkhand, Pin: 829119	9000	540

**Cantilever Arm For 300mm Wide Cable Trays - 320mm-  
Each Complete With 2 Nos. M12 Hex. Bolt and Washer, 2  
Nos. M12 Spring Nuts, 2 Nos. M6 Pan Head Screws and washer, 2 Nos. M6 Spring Nuts-As Per Tech  
Spec. Sl. No.-3.3**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier  
respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

Brand Type/ब्रांड का प्रकार	Unbranded
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**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sanjeev Kumar	829119,BHEL Site office, 3x800MW PVUNL Patratu, Distt. - Ramagarh, Jharkhand, Pin: 829119	4900	540

**Cantilever Arm For 150mm Wide Cable Trays - 170mm- EachCompleteWith2Nos.M12Hex.BoltandWasher,2 Nos.M12SpringNuts,2Nos.M6PanHeadScrewsandwasher,2Nos.M6SpringNuts-As Per Tech Spec. Sl. No.-3.4**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sanjeev Kumar	829119,BHEL Site office, 3x800MW PVUNL Patratu, Distt. - Ramagarh, Jharkhand, Pin: 829119	3800	540

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

1. Generic

OPTION CLAUSE: 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.

## 2. Certificates

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.

## 3. Generic

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 %.

## 4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**Package : CABLE TRAY SUPPORTS SYSTEM-BOLTABLE TYPE**

**Projects : 3X800 MW PVUNL PATRATU TPP PHASE-I**

**Note:** - Technical Specification, PQR and BOQ are uploaded against the above GeM Bid Number. Bidders are requested to visit GeM portal for this tender enquiry and go through the tender documents to submit their offer.

The below mentioned terms and conditions shall supersede the terms and conditions mentioned elsewhere in tender documents. :-

1	<b>Terms of Payment</b>	
	<b>a) Payment Schedule</b>	<b>Type of bidder</b>
		<b>Payment Terms (Number of days)</b>
		Micro & Small Enterprises (MSEs)
		Medium Enterprises
	<b>b) Supply</b>	Non MSME
		Payments shall be made to the Seller as per above schedule after issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in suppression of 10 days' time as provided in clause 12 of GeM GTC).
		Supplier has to provide Tax invoice, Packing List, LR/RR, CRAC, Insurance intimation, Guarantee Certificate, E-way bill (as applicable) for payment.
		Provision of offline payment in GeM shall be utilized.

2	<b>Terms of Delivery</b>	<p>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. Transit insurance shall be in the scope of supplier as per GeM. However, unloading of items at delivery point shall be in the scope of BHEL. Bidder to quote prices accordingly. These terms shall supersede respective terms mentioned in SCC of this project.</p> <p>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. &amp; date, Invoice No. &amp; date, Dispatch Origin destination details etc.) to policy underwriter with a copy to BHEL.</p>		
3	<b>Delivery Schedule</b>	<p>i) <i>Delivery completion for PO Quantity shall be "6" months from PO date Successful bidder to do the package engineering in time and get the engineering Drgs. /docs approved from BHEL/End Customer.</i></p> <p>ii) <i>Delivery completion for Subsequent Lots, if any (if released under +25 % qty. var. clause of contract): Supply within Four (4) months from the date of Quantity clearance by BHEL. Subsequent lots shall be released in maximum 02 lots within 12 months from the date of PO</i></p> <p><i>"Validity of the contract shall be 18 calendar months i.e., 540 days from PO date. "</i></p> <p><b>GENERAL NOTES FOR DELIVERY:</b></p> <p><i>a. The end period specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.</i></p> <p><i>b. The delivery conditions specified are for contractual LD purposes, however BHEL may ask for early deliveries without any compensation thereof.</i></p> <p>DRAWING SUBMISSION/RESUBMISSION SCHEDULE SHALL BE AS PER BELOW TABLE. BHEL WILL FURNISH COMMENTS / APPROVAL ON EACH SUBMISSION / RESUBMISSION OF DRAWING/DOCUMENTS WITHIN 18 DAYS FROM RECEIPT OF SAME</p>		
4	<b>Engineering Drgs/docs applicable</b>	<b>DRG TITLE</b>	<b>PRIMARY/ SECONDARY</b>	<b>DRG SUB/RE-SUB SCHEDULE</b>
	PE-V0-434-507-E052	GA DRG. OF CABLE TRAY SUPPORTS (BOLTED TYPE)	Primary	<i>R-0 within 14 days from PO subsequent revisions within 1 days of comments received from BHEL.</i>

	PE-V0-434-507-E908	QUALITY PLAN FOR CABLE TRAY SUPPORTS (BOLTED TYPE)	Primary	
	PE-V0-434-507-E051	TECHNICAL DATA SHEETS FOR CABLE TRAY SUPPORTS (BOLTED TYPE)	Primary	
	PE-V0-434-507-E053	Type test procedure including Typical details of type test arrangement	Primary	
	PE-V0-434-507-E054	TYPE TEST REPORT/CERTIFICATES	Primary	<i>R-0 within 02 months of approval of other primary drawing/documents &amp; subsequent revisions within 10 days of comments received from BHEL.</i>
5	<b>Quantity Variation</b>	Over all (%) quantity variation shall be +25% post placement of contract. Quantity variation before placement of contract shall be as per GeM. This supersedes over the qty variation of +/- 30% as per CMM guidelines.		
6	<b>CPBG (Contract Performance Bank Guarantee)</b>	a) CPBG @ 5% of the value of Contract shall be applicable. b) Initial e-PBG validity: 26 Months from the date of PO. This is just an indicative validity for the sake of mentioning in Gem portal while creating tender. However actual PBG validity shall be as per Cl no. 7(ii) of GTC-GEM. BG will be released only after completion of all contractual liability or guarantee period whichever is later.		
7	<b>Guarantee Terms</b>	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 (consignee wise).		

8	<b>Liquidated Damage</b>	<p>Main Supply &amp; Commissioning Spares :- 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 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.</p> <hr/> <p><b>NOTES:</b></p> <p>i. LR/RR date for indigenous supplies shall be treated as the date of dispatch for levying LD. However, if receipted LR date for indigenous supply is beyond 3 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.</p> <p>ii. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s).</p> <p>iii. If Order/ Contract involves two or more Units/ Sets/ Lots/ Stages, the 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 a separate lot for the purpose of LD.</p> <p>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.</p> <p>LD shall be applicable on LOT-wise quantity.</p> <p>Above LD clause shall prevail over the LD clause of GeM GTC.</p>
9	<b>Any other special major condition</b>	<p>a) Bidder shall be asked to provide detailed break-up of quoted price in Ex-work, freight &amp; Tax components.</p> <p>b) Bidders shall be required to submit applicable Freight % &amp; GST % included in their prices during tender clarification stage.</p> <p>c) Material shall be dispatched by vendor after issuance of MDCC by BHEL only.</p> <p>d) Advance intimation of dispatch by bidder shall be given, to PEM and Insurance agency/Site.</p> <p>e) PVC is applicable. Base date, PVC formulae &amp; factors shall be applicable as per Annexure -C attached with specifications.</p>

10	<p>This is a conditional tender enquiry. Financial bid opening (Part-II) of a bidder shall be subjected to the following:</p> <ul style="list-style-type: none"> <li>i) Techno-Commercial evaluation by BHEL.</li> <li>ii) Qualification of Technical PQR</li> <li>iii) Offered item should mandatorily conform to PP-MII order provisions.</li> <li>iv) Approval of vendor by end customer - NTPC approval shall be taken up by BHEL with end customer-NTPC based on the credentials / reference list. Hence, Bidders will be asked to submit the following (as part of their credentials) along with their offer: - <ul style="list-style-type: none"> <li>• NTPC's Main &amp; Sub-supplier questionnaire and submit all the supportive documents again: details furnished therein (signed &amp; stamped on each page).</li> </ul> </li> </ul>
11	<p>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 &amp; Equipment etc.) &amp; hence criteria of prior experience/Turnover shall be same for all the bidders including start-up/MSME.</p>
12	<p>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 &amp; 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.</p>
13	<p>Provision of offline payment in GeM can be utilized.</p>
14	<p>Bidders have to note, "For this procurement, the local content to categorize a supplier as Class I Local Supplier / Class II 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."</p> <p><b>Both Class-I &amp; Class-II local suppliers are eligible to bid in this tender.</b></p> <p>Following may also pls. be noted by the bidders:</p> <p>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.</p> <p>The local supplier at the time of tender, bidding or solicitation shall be required to provide certificate w.r.t. minimum local content, in accordance with para 9 of PP-MII order revision dated 16.09.2020. and Ministry of Power notification No. A-1/2021-FSC-Part (5) dated 16.11.2021</p> <p><b>Note: Subsequent orders/circulars to be checked and to be complied</b></p>
15	<p>Bidders to,</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 &amp; 2) F. No. 6/18/2019/PPD dt. 23/07/2020.</li> <li>• to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 &amp; 2) F. No. 6/18/2019/PPD dt. 23/07/2020.</li> </ul> <p>Note: Subsequent orders/circulars to be checked and to be complied.</p>

16	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.
17	Evaluation shall be on the basis of total all inclusive, landed price at consignee destination (Refer cl. No. 6 of GTC on GEM). However, unloading of items (at delivery point) shall be in the scope of buyer. Incomplete offer or part offer of NIT BOM/BOQ shall be summarily rejected.
18	Bidders to inform 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 logics. Detailed Price Break up shall be reverse calculated based on freight/GST percentage furnished by bidder for Order Placement.
19	Bidder has to provide the details as per TECHNICAL PQR 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).
20	For bidders (who are not registered with BHEL-PEM) - For registration in 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 <a href="http://www.pem.bhel.com">www.pem.bhel.com</a> 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
21	Applicability of Risk Purchase clause as per Annexure A in case of default by GeM bidder.
22	CIF is not applicable for this package.
23	Integrity pact is not applicable for subject package.
24	In course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective bidders. In case more than one bidder happens to occupy L-1 status even after soliciting discounts, the L1 bidder shall be decided by toss / draw of lots, in the presence of respective bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.
25	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.



- 26 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 as indicated in the guidelines attached to take up the inspection REMOTELY.

Guidelines may be accessed from 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 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 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.

27	<p>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:</p> <p>a) they have controlling partner (s) in common;' or</p> <p>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them or</p> <p>c) they have the same legal representative/agent for purposes of this bid; or</p> <p>d) they have relationship with each other, directly or through common third parties, that put them in a position to have access to information about or influence on the bid of another Bidder or</p> <p>e) 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</p> <p>f) 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:</p> <ol style="list-style-type: none"> <li>1. The principal manufacturer directly or through one Indian agent on his behalf; and</li> <li>2. Indian/foreign agent on behalf of only one principal,'</li> </ol> <p>or</p> <p>g) 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</p> <p>h) 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.</p>
28	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).
29	All other terms & conditions shall be as per GeM bid, selected Additional Terms & Conditions from GeM library and GTC on GeM GTC version available on GeM Portal on enquiry floating date shall be applicable.

## **ANNEXURE-A: RISK PURCHASE CLAUSE**

### **1. DEFAULT/ BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE:**

In case of delays (beyond the maximum late delivery period as per LD clause) in supplies, or if the defective supplies or non-fulfilment of any other terms and conditions of the Contract as enumerated subsequently in this clause, then, without prejudice to its right to recover any expenses, loss or damages to which the Buyer may be put to incur or sustain by reason of the Seller/Contractor's default, breach of Order/Contract or to suspend business dealings with the Seller/Contractor in terms of the Buyer's Guidelines for Suspension of Business Dealings as applicable from time to time, the Buyer shall also be entitled to cancel the Order/ Contract either in whole or portion thereof without compensation to Seller. On the occurrence of any of the acts/omissions mentioned below, the Buyer may if it so desires, purchase or acquire upon such terms and in such manner as deemed appropriate, plant / equipment / stores not so delivered or others of similar description where plant / equipment / stores exactly complying with particulars are not available in the opinion of the Buyer (which shall be final), readily procurable, at the risk and cost of the Seller.

The Seller shall be liable to the Buyer for any excess costs incurred thereof and the Seller continue the performance of the Order/Contract to the extent not cancelled under the provision of this clause. The Seller shall on no account be entitled to any gain on such re-purchases. If the Bidder does not agree to this Risk Purchase clause, BHEL reserves the right to reject the bid/offer of the Bidder. The order/contract may be cancelled in whole or part thereof and Risk & Cost Clause in line with terms and conditions of PO/Contract may be invoked by the Buyer in any of the following cases:

- i) If the Seller/Contractor fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or the seller's poor progress of the supply/services vis-à-vis delivery/execution timeline as stipulated in the contract, backlog attributable to the Seller, including unexecuted portion of supply does not appear to be executable within balance payment available.
  - ii) Delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications/execution methodology.
  - iii) Withdrawal from or repudiation/abandonment of the supply/services by the Seller before completion as per contract or if the Seller refuses or is unable to supply goods or materials covered by the order/Contract either in whole or in part or otherwise fails to perform the Order/Contract.
  - iv) Non supply by the Seller within scheduled completion/delivery period as per contract extended from time to time for reasons attributable to the Seller.
  - v) Termination of Contract on account of any other reason(s) attributable to the Seller.
  - vi) Assignment, transfer, subletting of contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
  - vii) If the Seller be an individual or a Sole Proprietorship, in the event of death or insanity of the Seller.
  - viii) If the Seller/Contractor being an individual or if a partnership firm thereof, shall at any time be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act.
  - ix) If the Seller/Contractor being a Company is wound up voluntarily or by order of a Court of Liquidator, Receiver, Liquidator or Manager on behalf of the debenture holders and creditors in any of the above said cases. Such defaulting vendor/Seller shall not be eligible to participate in re-tendering conducted on account of risk purchase made due to fault of such vendor/Seller.
  - x) Non- Compliance to any contractual condition or any other default attributable to the Seller.
- BHEL reserves the right to terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the above said cases. Such defaulting vendor/Seller shall not be eligible to participate in re-tendering conducted on account of risk purchase made due to fault of such vendor/Seller.

2. **Risk & Cost Amount against Balance Work** To be calculated as follows: -

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A = Value of Balance scope of Work (\*) as per rates of new contract

B = Value of Balance scope of Work (\*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

3. **Balance scope of work (in case of termination of contract)** Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute / extra items whose rates have already been approved would form part of contract quantities for this purpose.

Substitute / extra items which have been executed but rates have not been approved, would also form

part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

**NOTE:** In case portion of work is being withdrawn at risk & cost of contractor instead of termination contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

4. **LD against delay in executed work in case of Termination of Contract:** LD against delay in executed work shall be calculated in line with NIT terms & conditions, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of LD against delay in executed work in case of termination of contract" is given below:

- i. Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii. Let the value of executed work till the time of termination of contract = X
- iii. Let the Total Executable Value of work for which inputs/fronTS were made available to contractor and were planned for execution till termination of contract = Y
- iv. Delay in executed work attributable to contractor i.e. T2 =  $[1 - (X/Y)] \times T1$
- v. LD shall be calculated in line with LD clause (clause 16) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

5. **Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor:** Without prejudice to the other means of recovery of such dues from the Seller recoveries from the Seller on whom risk & cost has been invoked shall be made from the following:

- a) Dues available in the form of Bills payable to seller, SD, BGs against the same contract.
- b) Dues payable to seller against other contracts in the same Region/Unit/ Division of BHEL.
- c) Dues payable to seller against other contracts in the different Region/Unit/ division of BHEL.

*In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.*

#### 5. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

#### 6. **Generic**

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.

#### 7. **Generic**

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. **Certificates**

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.

#### 9. **Inspection**

**Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):** Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages. When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

#### 10. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacture of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

### Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governir the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.

14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which share land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws. / जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इस अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**