

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	24-08-2024 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	24-08-2024 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	Boiler Auxiliaries Plant Ranipet
Total Quantity/कुल मात्रा	17
Item Category/मद केटेगरी	ABSORBER AGITATOR BHADRADRI UNIT 1 , ABSORBER AGITATOR BHADRADRI UNIT 2 , ABSORBER AGITATOR BHADRADRI UNIT 3 , ABSORBER AGITATOR BHADRADRI UNIT 4 , SUPERVISION BHADRADRI , MANDATORY SPARES BHADRADRI
BOQ Title/बीओक्यू शीर्षक	Bhadradri Absorber Agitator
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC), Compliance of BoQ specification and supporting document *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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	ABSORBER AGITATOR BHADRADRI UNIT 1
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

Bid Details/बिड विवरण	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 90 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	Group wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	48

(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 :

Executive Finance
Boiler Auxiliaries Plant Ranipet, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Bhel Ranipet)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

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. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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.

Evaluation Method (Group Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Consignee/Reporting Officer	Consignee Address	Quantity
	Absorber Agitator Bhadradi Unit 1	Venugopal Thirugnanasambandam	INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET 632406	3
	Absorber Agitator Bhadradi Unit 2	Venugopal Thirugnanasambandam	INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET 632406	3

Bhadradri Absorber Agitator	Absorber Agitator Bhadradri Unit 3	Venugopal Thirugnanasambandam	INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET 632406	3
	Absorber Agitator Bhadradri Unit 4	Venugopal Thirugnanasambandam	INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET 632406	3
	Supervision Bhadradri	Venugopal Thirugnanasambandam	INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET 632406	4
	Mandatory Spares Bhadradri	Venugopal Thirugnanasambandam	INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET 632406	1

ABSORBER AGITATOR BHADRADRI UNIT 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)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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	Venugopal Thirugnanasambandam	632406,INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET	3	180

ABSORBER AGITATOR BHADRADRI UNIT 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)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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	Venugopal Thirugnanasamband am	632406,INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET	3	240

ABSORBER AGITATOR BHADRADRI UNIT 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)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Venugopal Thirugnanasambandam	632406,INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET	3	300

ABSORBER AGITATOR BHADRADRI UNIT 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)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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	Venugopal Thirugnanasambandam	632406,INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET	3	360

SUPERVISION BHADRADRI

(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)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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	Venugopal Thirugnanasambandam	632406,INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET	4	360

MANDATORY SPARES BHADRADRI

(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)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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	Venugopal Thirugnanasambandam	632406,INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET	1	360

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

NOTICE INVITING TENDER (NIT)

BHEL Ranipet Enquiry: Requirement for “**Absorber Agitator for Bhadradri FGD Projects**”.

1. Scope of supply: As subjected above in confirmation with Technical specification, Drawing and Quality plan details as below:

Sl .	Description	Qty	Unit	Delivery Period	Delivery Location
1.	10-100051503-L80271FW24101001 BHADRADRI UNIT 1 COMPLETE ABSORBER AGITATOR (SIDE ENTRY) ASSEMBLY FOR ABSORBER TANK (RECTANGULAR) WITH ALL ACCESSORIES. ABSORBER TANK SIZE: 11.9M WIDTH X 7.9M DEPTH X6.0 M HEIGHT	3	NO	6 months	BHEL Site, ADE (Stores & Services) 4x270 MW Bhadradri TPS FGD, TSGENCO, Bhadradri-Kothagudem District, Telangana Pin - 507117
2.	10-100051504-L80271FW24101001 BHADRADRI UNIT 2 COMPLETE ABSORBER AGITATOR (SIDE ENTRY) ASSEMBLY FOR ABSORBER TANK (RECTANGULAR) WITH ALL ACCESSORIES. ABSORBER TANK SIZE: 11.9M WIDTH X 7.9M DEPTH X6.0 M HEIGHT	3	NO	6 months + 2 months	
3.	10-100051505-L80271FW24101001 BHADRADRI UNIT 3 COMPLETE ABSORBER AGITATOR (SIDE ENTRY) ASSEMBLY FOR ABSORBER TANK (RECTANGULAR) WITH ALL ACCESSORIES. ABSORBER TANK SIZE: 11.9M WIDTH X 7.9M DEPTH X6.0 M HEIGHT	3	NO	6 months + 4 months	

4.	10-100051506-L80271FW24101001 BHADRADRI UNIT 4 COMPLETE ABSORBER AGITATOR (SIDE ENTRY) ASSEMBLY FOR ABSORBER TANK (RECTANGULAR) WITH ALL ACCESSORIES. ABSORBER TANK SIZE: 11.9M WIDTH X 7.9M DEPTH X 6.0 M HEIGHT	3	NO	6 months + 6 months	
5.	10-100051507-L80275FW99705001 MANDATORY SPARES FOR ABSORBER AGITATOR OF BHADRADRI (4X270 MW) AS PER SPECIFICATION FGD:AGITATORS:R01,BTPS:ABSAGTR: R01 & AGITATORS-3K:BTPS:R00 . (BEARING ASSEMBLY FOR ABSORBER AGITATOR (2NO. OF EACH TYPE AND SIZE)	1	SET	6 months + 6 months	Stores Incharge, Ward N1, Sub-delivery stores, Through East Gate, BAP, BHEL Ranipet 632 406, TN
6.	10-3000000466 SUPERVISION OF E&C OF ABSORBER AGITATORS (ONE VISIT OF 10 DAYS).	4	SET	As per Site Requirement	At Bhadradri Site

2. Delivery Period: The delivery period specified above is indicative. Bidder to quote the best possible delivery from the date of manufacturing clearance.

3. Terms of Delivery and Location:

- a) FOR Destination STORES/BHEL SITE OFFICE/ Bhadradri for main supplies. (Cost, Packing, Forwarding, Freight & Insurance etc., are in Supplier's scope i.e. included in the quoted prices.)
- b) FOR Destination STORES/BHEL RANIPET for mandatory Spares for all projects. (Cost, Packing, Forwarding, Freight & Insurance etc., are in Supplier's scope i.e. included in the quoted prices.)
- c) Supervision at respective sites

4. Evaluation will be done on Package basis as per GEM. Absorber Agitator including mandatory spares and Supervision of E&C for Bhadradri project will be considered as one package

5. List of documents mentioned below to be submitted by bidder on GeM portal as a token of acceptance:

	Documents Details	Bidders Action
5.1.	Pre-Qualification Requirement (PQR)	Put Seal & Sign
5.2.	Tender Deviation Sheet*	Fill it, put Seal & Sign
5.3.	Technical Specification along with all Annexures (BOQ, Drawings, Data sheet, Paint Scheme, manufacturing process, etc.)	Fill it, put Seal & Sign
5.4.	Contract Quality Requirement (CQR)	Put Seal & Sign

5.5.	CQR - Annexure Q	Fill it, put Seal & Sign
5.6.	Quality Plan (QP)	Fill it in remarks column, put Seal & Sign
5.7.	Make in India (MII) declaration	Use the attached format on your company letterhead, fill it, put Seal & Sign, and have it vetted/endorsed by a statutory auditor or cost auditor.
5.8.	Land border sharing declaration	Use the attached format on your company letterhead, fill it, put Seal & Sign.
5.9.	Conflict of interest declarations	
5.10.	Integrity Pact	Use the attached format, fill it, put Seal & Sign.
5.11.	Performance Security / ePBG	Confirmation of ePBG / Performance security submission upon receipt of Purchase order. Performance Security shall be submitted within 15 days of the issue of the Purchase Order
5.12.	Udyam Registration Certificate for MSME bidder	Submit 2024-25 classification year validity

* Any **deviations** must be recorded exclusively in the "Tender Deviation Sheet." Any deviations mentioned elsewhere by the bidder will be disregarded and considered null and void. If there are no deviations, a "NIL DEVIATION" sheet shall be submitted. If the bidder fails to submit either, it will be assumed that there are no deviations. **BHEL reserves the right to reject the bidder due to any deviations in the tender terms.**

6. Post PO Technical Requirement:

- 6.1. **Post-PO Document Submission and Approvals:** A successful bidder has to submit all drawings, documents, data sheets, and quality plans within **30 days** from the date of the purchase order and re-submit the same within **10 days**, incorporating all the comments by BHEL for approval.
- 6.2. **Post-PO Documents Submission Delay Case:** In case there are delays in the submission of drawings, documents, data sheets, or quality plans beyond these specified days, those many days of delay by the bidder will be reduced from the delivery period mentioned in this GeM bid. Any delay in submission beyond the stipulated time will reduce the ultimate delivery time.

Illustration of delay analysis:

	Date	Delay	Remarks
PO sent to the vendor on	22-11-2021		
Initial drawings submitted by the vendor	11-04-2022	(11-04-2022) minus (22-11-2021) minus 15 days, which is 125 days delay.	Delay of 125 days accounted on the vendor.
Reply by BHEL with comments in drawings	01-05-2022	20 days	No delay accounted on the vendor.

Reply by the vendor against BHEL comments	12-05-2022	1 day	1-day delay will be accounted on the vendor as resubmission is in 11 days instead of 10 days.
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In the above case, delay by the vendor is 126 days.
Say the delivery period in the GeM bid is 240 days
The final delivery period will be $240 - 126 = 114$ days.

- 6.3. **Approvals required before manufacturing:** (1) Approval of drawings, documents, and data sheet from BHEL Engineering/End Customer. (2) Quality Plan approval from BHEL QC/End Customer, and thereafter **explicit manufacturing clearance will be given from BHEL.**
- 6.4. **Manufacturing clearance:** Manufacturing clearance will be provided upon approval of the drawing with the data sheet and QAP. Manufacturing shall be as per the attached technical specification in the bid, approved drawing, quality plan, and data sheet. In the mutual interest of BHEL Ranipet and the bidder, the successful bidder on placement of the PO has to **start manufacturing only after explicit manufacturing clearance from BHEL**, which will be provided only after the approval of all applicable drawings and documents. If the bidder makes any investment/expense in manufacturing without obtaining explicit manufacturing clearance from BHEL, then the bidder will be solely responsible for the investment/expense. The bidder cannot claim any extra cost or damage charges from BHEL if he starts manufacturing without BHEL manufacturing clearance.
- 6.5. **Inspection call:** An inspection call should be raised by the supplier in the BHEL CQIR portal **3 (three) days** before the actual date of the requirement for inspection through the website (<https://cqir.bhel.in/>). If the bidder is a first-time supplier to BHEL, he has to register himself on the portal to be able to offer an inspection request.
- 6.6. **Pre-Dispatch Inspection:** After the inspection call is raised by the supplier, inspection shall be conducted by BHEL/Authorised Inspection Agency (TPI-Third Party Inspection) and end customer/NTPC (joint inspection, if applicable) before despatch at the supplier's works (as per quality terms and quality plan). Inspection includes painting and packing, as applicable. While bidding, the bidder should consider **7 (seven) days** for inspection from the date of inspection call-raising on the BHEL CQIR portal for inspection. Any delay in inspection beyond 7 (seven) days shall be on the part of the buyer. After the completion of the inspection, all the documents related to testing and inspection should be submitted to BHEL-Ranipet for review and dispatch clearance.
- 6.7. **Pre-Dispatch Inspection Cost and Duration:** Travel and other local stay costs for the inspectors sent by BHEL will be in the BHEL account, but other inspection charges, if any, shall be in the account of the bidder only. For in-house testing, the bidder will provide the necessary facilities at no cost.
- 6.8. **Packing requirement:** The packing shall be as per the tender technical specification, and the material code, description, and supplier name shall be marked on the packing. Every package may be further split up into various lots. **The marking on packing shall be as per the requirements of BHEL** and details shall be shared after inspection. The photos of sample packing with packing list and weight details shall be shared by supplier after inspection and before final packing for BHEL acceptance or approval.
- 6.9. **Despatch Clearance:** All finished products and materials should be dispatched to the consignee only after the receipt of explicit dispatch clearance from BHEL. Dispatch clearance will be issued only after the supplier submits a valid or accepted final inspection report (CQIR) along with test certificates, a packing list, and relevant technical documents for BHEL acceptance or approval. The bidder has to keep the materials safe until the date of dispatch clearance. In the event of force majeure or our organizational requirements, dispatch clearance may take longer than anticipated or specified in the tender or purchase order. Any delay in dispatch clearance shall be on the part of the buyer.
- 6.10. **Post-Despatch Inspection and Acceptance:** The 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 the buyer or consignee or its nominated external inspection agency prior to the goods' shipment.
- 6.11. **Guarantee/Warranty Certificate:** Unless stated otherwise in the technical specification of the tender document, the guarantee/warranty certificate shall be **12 (Twelve) months** from the date of commissioning or putting into use or **18 (Eighteen) months** from the dispatch, whichever is earlier. Guarantee/Warranty specified in the technical specification of the tender document prevails over this clause.

7. Commercial terms:

- 7.1. **Quote/Bid Price:** The landed price shall be inclusive of packing and forwarding charges, Taxes/GST,

freight, insurance, etc. A detailed breakdown, along with BBU/BoM, shall be provided by the bidder after RA/negotiation for the release of the order. The receipt of the quote shall be treated as an offer in agreement with all the techno-commercial terms and conditions, unless deviation exclusively mentioned & submitted along with the offer in the BHEL deviation sheet.

7.2. **Delivery Destination:** As per NIT ATC Table.

7.3. **Delivery period:** Mentioned in this Gem bid.

7.4. **Delivery period commencement:** As mentioned in this GeM bid, it will commence from the date of explicit manufacturing clearance given by BHEL and not from the date of approval of all applicable documents submitted by the vendor during the execution of the PO. The bidder should consider the time requirement for all the activities like manufacturing, inspection call raising, inspection, packing, forwarding, transport arrangements, and finally dispatching the material to the consignee address within the agreed tender delivery period. The delivery date will be reckoned as the store acknowledgement date mentioned on the LR copy for stores at BHEL Ranipet or the site acknowledgement date mentioned on the LR copy for BHEL project sites. A successful bidder has to complete the supply of material at the consignee address on or before the PO delivery date. Delay in delivery will be subjected to liquidated damages (LD) as per the BHEL PO clause.

7.5. **Payment Terms:** This will overwrite the payment timelines mentioned in the bid details section of this tender.

7.5.1. Main supply: 90 % payment will be made directly thru' EFT within 45 days for MSE Vendors, 60 days for Medium Category Vendors and 90 days for Non-MSE vendors from the date of receipt and acceptance of materials at BHEL Site with submission of PBG. Balance 10% will be made after completion of Supervision of E&C. If the site is not ready for 2 years from the date of supply, then this balance 10% payment for the supply portion may be released within 45 days with the equivalent value of BG, valid for 2 years or till completion of E&C, whichever occurs earlier.

7.5.2. Supervision of E&C: 100% Supervision charges for erection and commissioning (E&C) will be paid within 45 days for MSE Vendors, 60 days for Medium Category Vendors and 90 days for Non-MSE vendors on successful completion of E&C against submission of invoice with E&C completion certificate issued by BHEL site officials.

7.5.3. Mandatory Spares: 100 % payment will be made directly thru' EFT within 45 days for MSE Vendors, 60 days for Medium Category Vendors and 90 days for Non-MSE vendors from the date of receipt and acceptance of materials at BHEL Ranipet Stores with submission of PBG.

7.5.4. No advance payment is applicable.

7.5.5. No LC payment term is applicable.

7.5.6 No deviation to above payment term.

The payment timeline starts from the date of receipt and acceptance of material at BHEL stores (for material dispatched to BHEL stores) or the date of site acknowledgement of receipt of materials (for material dispatched to BHEL project sites).

7.6. **Document Submission for Billing:** A successful bidder, upon receipt of the purchase order and completion of the supply, should submit 3 sets of below mentioned documents in hard copy to BHEL for payment processing:

- GST-compliant invoice: 3 copies (original, duplicate, and triplicate);
- Proof of delivery
 - Site-acknowledged LR copy (**For dispatches to BHEL project sites**);
 - LR copy (**For dispatches to BHEL Ranipet stores**);
- Contract Quality Inspection Report (CQIR)
- All the other inspection documents & Test reports.

- Guarantee / Warrantee Certificate

Note: Digitally signed Invoice should contain the material code for each item billed, as mentioned in the PO. Invoices shall be uploaded to the <https://bap.bhel.com/mm/index.jsp?log=yes> portal after GR and UD (UD is applicable for delivery at the BHEL Ranipet Store only). All the payments and deductions, if any, are displayed here. In the event of any discrepancy, the submitted invoice will be rejected and re-submitted by the supplier.

8. General Terms:

- 8.1. **Conflict of Interest:** A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anticompetitive 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:
- a) They have controlling partner (s) in common; or
 - b) They receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - c) They have the same legal representative/agent for purposes of this bid; or
 - 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
 - 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
 - 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 authorise only one agent/dealer. There can be only one bid from the following:
 - The principal manufacturer directly or through one Indian agent on his behalf; and
 - Indian/foreign agent on behalf of only one principal, or
 - 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
 - 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. "
 - i) Bidder to indicate if any of the point/points above from point (a) to (h) is/are applicable or else it will be treated as none of these points are applicable to the bidder.

8.2. Integrity Pact (IP):

- 8.2.1 IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl.	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- 8.2.2 The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two / three-part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

- 8.2.3 Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

8.3. **By submitting your offer for this bid, you consent to agreeing to the above additional terms and conditions.**

9. Queries:

Bidder may raise the query or representation through GeM Website: <https://gem.gov.in> or GeM Email: helpdesk-gem@gov.in.

Bidder may email the query to the below email ID, mentioning the GeM bid number in the subject line of the email.

Contact details for this tender:

Name: Dheeraj Kumar	Name: Pradip Chandra Baro
Designation: Manager	Designation: AGM
Department: Purchase MM	Department: Purchase MM
Address: BHEL BAP Ranipet	Address: BHEL BAP Ranipet
Phone: - 0417 228 4314	Phone: 0417 228 4395
Email: dheerajkumar@bhel.in	Email: pradipcbaro@bhel.in

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. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

5. Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

6. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the

Purchase Order on the Seller.

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.

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 governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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 shares a 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 में 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 इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---