

Bid Document

Bid Details	
Bid End Date/Time	01-11-2021 16:00:00
Bid Opening Date/Time	01-11-2021 16:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	75 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Bharat Heavy Electricals Limited (bhel)
Office Name	10250020-pem, Noida
Total Quantity	7
Item Category	BOQ
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Past Performance,Certificate (Requested in ATC),Additional Doc 1 (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
Past Performance	80 %
Bid to RA enabled	No
Primary product category	BOQ
Time allowed for Technical Clarifications during technical evaluation	7 Days
Payment Timelines	Payments shall be made to the Seller within 60 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	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	5.00
Duration of ePBG required (Months).	27

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Dy. Manager

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

(Isha Rawat)

Splitting

Bid splitting not applied.

1. 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.

2. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

BOQ (1 pieces)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ravi Ranjan Prabhat	824303,Construction Manager, 3x660 MW BHEL - NPGCL Nabinagar Project, PO.- Son Samriddhi Complex, NPGCL Township, District- Aurangabad, Bihar-824303	1	210

BOQ (1 pieces)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Document	View File

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Bethanabelli Eswararao	824303,BHEL SITE OFFICE, 4x250 MW Nabinagar Project BRBCL P.O. Nabinagar Dehri- onsone, Dist. - AURANGABAD(BH), BIHAR- 824303, India	1	210

BOQ (1 pieces)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Document	View File

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Narendra Dewangan	495450,BHEL Site Office, Construction Manager NTPC Korba STPP, Dist. Korba, Chhattisgarh, Pin- 495450,	1	210

BOQ (1 pieces)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Document	View File

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Burhan Majhi	505215,BHEL Site office, 3X200MW+3X500MW, NTPC Ramagundam Stage-I & II FGD Package, (Telangana), PIN : 505215	1	210

BOQ (1 pieces)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Document	View File

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Abhijeet Kumar	490021,BHEL Site Office, Construction Manager 2x250 MW, NSPCL Bhilai Expansion Power Project, Bhilai, Dist: Durg, Chhattisgarh Pin-490021	1	210

BOQ (1 pieces)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Document	View File

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Mridul Kumar Taisum	825321,BHEL SITE OFFICE, Construction Manager, BHEL 3X660 MW NORTH KARANPURA STPP (NTPC), BHEL site office, Tandwa, Dist. - Chatra, Jharkhand, Pin - 825321	1	210

BOQ (1 pieces)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sudhir Kumar Rai	441104,BHEL SITE OFFICE 2x500 MW,NTPC Mouda FGD Project, Dist. Nagpur (M.S.) - 441104	1	210

Buyer Added Bid Specific Additional Terms and Conditions

1. **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. **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.
3. **Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): To be done by BHEL TPIA
Post Receipt Inspection at consignee site before acceptance of stores: No
4. Buyer Added text based ATC clauses

Note: All 7 (seven) Technical Specifications and BOQs are uploaded against the above GeM Bid Number. Bidders are requested to visit GeM portal for this tender enquiry and consider respective Tech. Specs and BOQs of each projects.

1. **Class-1 Local suppliers are only eligible to bid for subject GeM tender/bid. Minimum Local Content required for qualifying a bidder as "Class 1 Local Supplier" is 50%**
2. Performance Security amount:

(a) CPBG @ 5% of the value of Contract shall be applicable for 03 FGD projects (Korba, NSPCL Bhilai & BRBCL Nabinagar FGD).

Further if relaxation from end customer is received for these 03 FGD projects, same benefit shall be passed on to bidders as well.

(b) In NPGCL Nabinagar FGD, North Karanpura FGD, Ramagunadam FGD and Mauda FGD, CPBG @ 3% shall be applicable, since BG reduction benefit has been received from end customer.

Initial ePBG validity: 27 Months from the date of PO (7 months as Delivery period + 18 Months for Performance + 02 Months for claim period).

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

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. **Bidder to note that invoicing is to be done consignee wise.**

4. **Terms of Delivery:** As per cl. No. 13 of GTC on GeM (i.e. Free Delivery at site basis including loading). **However, Transit insurance (at delivery point) shall be in the scope of seller. Bidder to quote prices accordingly.**

Further, w.r.t. Transit Insurance supplier has to inform the details of dispatches (such as Policy No., Consignee Name, Consignment Packing details, Project Name, Purchase Order No., LR No. & date Invoice No. & date, Despatch Origin & destination details etc.) to policy underwriter.

5. **Delivery Period: 210 days from the date of PO.**

However, following related to delivery shall be considered -

Delivery Schedule shall be Four (04) months from date of CAT-1/IV approval of Primary drawing/documents or BHEL manufacturing clearance whichever is later, subjected to drawing/document submission/resubmission schedule as stipulated, in case of any delay in submission/re-submission of Primary drawing/documents, then same shall be reduced from the given delivery period.

After award of contract - Successful bidders shall be asked to submit following Primary and secondary drg./doc.:

List of primary and secondary drawing/ documents applicable for supply of subject package and projects shall be as per drawing list mentioned in the standard delivery schedule as below

- a. DATA SHEET OF POLES & MASTS -Primary
- b. QUALITY PLAN OF POLES & MASTS -Primary
- c. GA DRAWING OF POLES & MASTS -Primary
- d. FIELD QUALITY PLAN OF POLES & MASTS -Secondary
- e. FOUNDATION DETAILS OF POLES & MASTS -Secondary
- f. INSTRUCTIONS FOR ERECTION OF POLES & MASTS -Secondary

For Primary documents: Successful Bidder shall submit R-0 of drgs/docs within 14 days from PO & subsequent revisions within 10 days of comments received from BHEL. BHEL shall furnish comments/approval on each submission within 18 days from receipt.

For Secondary documents: R-0 within 30 days from PO & subsequent revisions within 10 days of comments received from BHEL. BHEL shall furnish comments / approval on each submission within 18 days from receipt.

Approval process of primary documents shall be completed within 90 days from Purchase Order. If there is delay from buyer side in approval of drawing - the delivery period shall be refixed without LC for the period of delay in approval of Drawing. Only primary documents shall be considered for refixation of delivery.

Following may also be noted: -

1. Vendor to start manufacturing activities only after obtaining specific manufacturing clearance from BHEL Purchase group.
2. In case BHEL manufacturing clearance date is later than the date of Cat-1 approval of Primary drawing/documents, then the contractual delivery period will be calculated by setting off the time gap between Cat-1 approval date of Primary drawing/documents and the manufacturing clearance date, from any delay by vendor in submission/re-submission of Primary drawing/documents"
6. **Liquidated Damage:** Following LD clause shall be applicable-
Purchaser reserves the right to recover from the Bidder, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent plus applicable GST thereon, 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 consignee wise excluding GST, if the seller/contractor fails to deliver any part of the ordered goods/stores within the period stipulated in the Order Contract.
LD shall be calculated on consignee wise quantity.
7. **Guarantee Terms:** As per Cl. No. 10 of GTC on GeM for the bid. However, bidder to submit Consignee Wise Guarantee & Warrantee, time period shall be 18 months from the date of last supply in the contract.
8. **Quantity Variation: +25%**
9. As per GEM, Single Purchase order (combined for all seven projects) shall be issued, since there is no provision for issuing separate purchase order consignee wise.
10. **Any other special major condition:**
 - (i) Bidder shall be asked to provide detailed break-up of quoted prices in Ex-works, freight & Tax components.
 - (ii) Bidder shall be asked to provide Freight % & GST %.
11. This is a conditional tender enquiry. Financial bid opening (Part-II) of a bidder shall be subjected to the following:
 - i) Techno-Commercial evaluation by BHEL.
 - ii) Qualification of Technical PQR
 - iii) Offered item should mandatorily conform to PP-MII order provisions.
 - iv) The vendors proposed shall be accepted based on Main Contractor's (i.e. BHEL) certification regarding past experience with the vendor for supply of similar items. The certification to be submitted to NTPC, before placing the order on the vendor. In case, proposed vendors for such items are not having past experience with Main Contractor (i.e BHEL), these vendors shall be assessed by the Main Contractor (i.e BHEL) for their capability, and the assessment report shall be submitted to NTPC for reference & record, before placing order on the vendor.
12. **Evaluation shall be on the basis of total all inclusive, landed price at consignee's destination for all seven projects together (refer cl. no. 6 of GTC of GeM).**
13. 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 & Equipments etc.) & hence criteria of prior experience/Turnover shall be same for all the bidders including start-up/MSME.
14. Provision of offline payment in GeM shall be utilized.
15. For this procurement, the local content to categorize a supplier as a Class I Local Supplier / Class I Local Supplier / Non Local supplier and Purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but

before opening of Part-II bids against this NIT.

Regarding verification of local content, the local supplier at the time of tender, bidding or solicitation shall be required to provide certification as per para 9 of PP-MII order revision dated 16.09.2020.

16. Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQF qualification should have verifiable details of document / certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and email Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.
17. Bidders to,
 - ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 & Order No. 11/05/2018-Coord. dt. 23/07/2020, if applicable.
 - ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.
 - to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.
18. 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 to take up the inspection REMOTELY.

Link for Remote Inspection Guidelines :

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

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

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

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

19. All Bidders shall be required to submit applicable Freight % included in their prices during clarification stage of Tender.
20. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.
21. **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 repurchases. If the Bidder does not agree to this Risk Purchase clause, BHEL reserves the right to reject the bid/offer of the Bidder. 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/service 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 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. 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.

22. 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.

Letter head of Company (<Rs. 10 Cr value)

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: Tender Enquiry No.- **GeM Bid no. GEM/2021/B/1609840 Dt. 21/10/2021**

Name of Package: **Poles & Mast**

Dear Sir,

We hereby certify that items offered by us of **Poles & Mast** (package name) for **07 FGD projects as per tender** (Project Name/Rate contract) meets the requirement of minimum local content in line **GeM Bid no. GEM/2021/B/1609840 Dt. 21/10/2021** and the Public Procurement (Preference to Make in India), Order 2017 dated-15.06.2017, 28.05.2018, 29.05.2019 , 04.06.2020 & 16.09.2020.

Local Content-.....%

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

Yours very truly

.....(authorized signatory of company)

.....(firm name)

Letter head of Company

Ref.....

Date.....

MODEL CERTIFICATE

Reference: Tender Enquiry Ref- **GeM Bid no. GEM/2021/B/1609840 Dt. 21/10/2021** Name of Package: **Poles & Mast**

Yours very truly

.....(authorized signatory of company)

.....(firm name)

Company's Seal/stamp

Letter head of Company

Ref.....

Date.....

Reference: Tender Enquiry Ref- **GeM Bid no. GEM/2021/B/1609840 Dt. 21/10/2021**

Name of Package: **Poles & Mast**

NO COMMERCIAL DEVATION

Yours very truly

.....(authorized signatory of company)

.....(firm name)

Company's Seal/stamp

Letter head of Company

Ref.....

Date.....

Reference: Tender Enquiry Ref- **GeM Bid No. : GEM/2021/B/1609840 Dt. 21/10/2021**

Name of Package: **Poles & Mast**

NO TECHNICAL DEVATION

Yours very truly

.....(authorized signatory of company)

.....(firm name)

Com

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

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. 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](#)

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.

---Thank You---

BUYER SPECIFIC ATC

GeM BID NUMBER: GEM/2021/B/1609840

PACKAGE: POLES & MAST

PROJECT: 1) 3x660MW NPGCPL NABINAGAR STPP (FGD PKG)

2) 2X250MW NSPCL Bhilai TPP- FGD

3) 4X250MW BRBCL NABINAGAR FGD

4) 3X200MW + 3X500MW + 1X500MW NTPC KORBA FGD

5) 3X200MW + 3X500MW NTPC RAMAGUNDAM FGD

6) 3X660 MW NTPC North Karanpura STPP

7) 2x500 MW MAUDA STAGE-I FGD

Note: All 7 (seven) Technical Specifications and BOQs are uploaded against the above GeM Bid Number. Bidders are requested to visit GeM portal for this tender enquiry and consider respective Tech. Specs and BOQs of each project.

1. **Class-1 Local suppliers are only eligible to bid for subject GeM tender/bid. Minimum Local Content required for qualifying a bidder as "Class 1 Local Supplier" is 50%**

2. **Performance Security amount:**

(a) CPBG @ 5% of the value of Contract shall be applicable for 03 FGD projects (Korba, NSPCL Bhilai & BRBCL Nabianagar FGD).

Further if relaxation from end customer is received for these 03 FGD projects, same benefit shall be passed on to bidders as well.

(b) In NPGCPL Nabinagar FGD, North Karanpura FGD, Ramagunadam FGD and Mauda FGD, CPBG @ 3% shall be applicable, since BG reduction benefit has been received from end customer.

Initial ePBG validity: 27 Months from the date of PO (7 months as Delivery period + 18 Months for Performance + 02 Months for claim period).

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

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. **Bidder to note that invoicing is to be done consignee wise.**

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Further, w.r.t. Transit Insurance supplier has to inform the details of dispatches (such as Policy No., Consignee Name, Consignment Packing details, Project Name, Purchase Order No., LR No. & date, Invoice No. & date, Despatch Origin & destination details etc.) to policy underwriter.

5. **Delivery Period: 210 days from the date of PO.**

However, following related to delivery shall be considered –

Delivery Schedule shall be Four (04) months from date of CAT-1/IV approval of Primary drawing/documents or BHEL manufacturing clearance whichever is later, subjected to

BUYER SPECIFIC ATC

GeM BID NUMBER: GEM/2021/B/1609840

PACKAGE: POLES & MAST

PROJECT: 1) 3x660MW NPGCL NABINAGAR STPP (FGD PKG)

2) 2X250MW NSPCL Bhilai TPP- FGD

3) 4X250MW BRBCL NABINAGAR FGD

4) 3X200MW + 3X500MW + 1X500MW NTPC KORBA FGD

5) 3X200MW + 3X500MW NTPC RAMAGUNDAM FGD

6) 3X660 MW NTPC North Karanpura STPP

7) 2x500 MW MAUDA STAGE-I FGD

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drawing/document submission/resubmission schedule as stipulated, in case of any delay in submission/re-submission of Primary drawing/documents, then same shall be reduced from the given delivery period.

After award of contract - Successful bidders shall be asked to submit following Primary and secondary drg./doc.:

List of primary and secondary drawing/ documents applicable for supply of subject package and projects shall be as per drawing list mentioned in the standard delivery schedule as below

- a. DATA SHEET OF POLES & MASTS -Primary
- b. QUALITY PLAN OF POLES & MASTS -Primary
- c. GA DRAWING OF POLES & MASTS -Primary
- d. FIELD QUALITY PLAN OF POLES & MASTS -Secondary
- e. FOUNDATION DETAILS OF POLES & MASTS -Secondary
- f. INSTRUCTIONS FOR ERECTION OF POLES & MASTS -Secondary

For Primary documents: Successful Bidder shall submit R-0 of drgs/docs within 14 days from PO & subsequent revisions within 10 days of comments received from BHEL. BHEL shall furnish comments/approval on each submission within 18 days from receipt.

For Secondary documents: R-0 within 30 days from PO & subsequent revisions within 10 days of comments received from BHEL. BHEL shall furnish comments / approval on each submission within 18 days from receipt.

Approval process of primary documents shall be completed within 90 days from Purchase Order. If there is delay from buyer side in approval of drawing - the delivery period shall be refixed without LD for the period of delay in approval of Drawing. Only primary documents shall be considered for refixation of delivery.

Following may also be noted: -

1. Vendor to start manufacturing activities only after obtaining specific manufacturing clearance from BHEL Purchase group.

2. In case BHEL manufacturing clearance date is later than the date of Cat-1 approval of Primary drawing/documents, then the contractual delivery period will be calculated by setting off the time gap between Cat-1 approval date of Primary drawing/documents and the manufacturing clearance date, from any delay by vendor in submission/re-submission of Primary drawing/documents"

BUYER SPECIFIC ATC

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6. **Liquidated Damage:** Following LD clause shall be applicable-
Purchaser reserves the right to recover from the Bidder, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent plus applicable GST thereon, 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 consignee wise excluding GST, if the seller/contractor fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.
LD shall be calculated on consignee wise quantity.
7. **Guarantee Terms:** As per Cl. No. 10 of GTC on GeM for the bid. However, bidder to submit Consignee Wise Guarantee & Warrantee, time period shall be 18 months from the date of last supply in the contract.
8. **Quantity Variation: +25%**
9. As per GEM, Single Purchase order (combined for all seven projects) shall be issued, since there is no provision for issuing separate purchase order consignee wise.
10. **Any other special major condition:**
 - (i) Bidder shall be asked to provide detailed break-up of quoted prices in Ex-works, freight & Tax components.
 - (ii) Bidder shall be asked to provide Freight % & GST %.
11. This is a conditional tender enquiry. Financial bid opening (Part-II) of a bidder shall be subjected to the following:
 - i) Techno-Commercial evaluation by BHEL.
 - ii) Qualification of Technical PQR
 - iii) Offered item should mandatorily conform to PP-MII order provisions.
 - iv) The vendors proposed shall be accepted based on Main Contractor's (i.e. BHEL) certification regarding past experience with the vendor for supply of similar items. The certification to be submitted to NTPC, before placing the order on the vendor. In case, proposed vendors for such items are not having past experience with Main Contractor (i.e BHEL), these vendors shall be assessed by the Main Contractor (i.e BHEL) for their capability, and the assessment report shall be submitted to NTPC for reference & record, before placing order on the vendor.
12. **Evaluation shall be on the basis of total all inclusive, landed price at consignee's destination for all seven projects together (refer Cl. No. 6 of GTC of GeM).**

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13. 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 & Equipments etc.) & hence criteria of prior experience/Turnover shall be same for all the bidders including start-up/MSME.

14. Provision of offline payment in GeM shall be utilized.

15. For this procurement, the local content to categorize a supplier as a Class I Local Supplier / Class II Local Supplier / Non Local supplier and Purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

Regarding verification of local content, the local supplier at the time of tender, bidding or solicitation shall be required to provide certification as per para 9 of PP-MII order revision dated 16.09.2020.

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

17. Bidders to,

- ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 & Order No. 11/05/2018-Coord. dt. 23/07/2020, if applicable.
- ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.
- to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.

18. 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 to take up the inspection REMOTELY.

Link for Remote Inspection Guidelines :

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

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

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

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

19. All Bidders shall be required to submit applicable Freight % included in their prices during clarification stage of Tender.
20. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.

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21. 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 repurchases. If the Bidder does not agree to this Risk Purchase clause, BHEL reserves the right to reject the bid/offer of the Bidder. 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.

BUYER SPECIFIC ATC

GeM BID NUMBER: GEM/2021/B/1609840

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- 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 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.

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.

22. 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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Letter head of Company (<Rs. 10 Cr value)

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: Tender Enquiry No.- **GeM Bid no. GEM/2021/B/1609840 Dt. 21/10/2021**

Name of Package: **Poles & Mast**

Dear Sir,

We hereby certify that items offered by us of **Poles & Mast** (package name) for **07 FGD projects as per tender** (Project Name/Rate contract) meets the requirement of minimum local content in line **GeM Bid no. GEM/2021/B/1609840 Dt. 21/10/2021** and the Public Procurement (Preference to Make in India), Order 2017 dated-15.06.2017, 28.05.2018, 29.05.2019 , 04.06.2020 & 16.09.2020.

Local Content-.....%

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

Yours very truly

.....(authorized signatory of company)

.....(firm name)

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Letter head of Company

Ref.....

Date.....

MODEL CERTIFICATE

Reference: Tender Enquiry Ref- **GeM Bid no. GEM/2021/B/1609840 Dt. 21/10/2021** Name of Package: **Poles & Mast**

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Yours very truly

.....(authorized signatory of company)

.....(firm name)

Company's Seal/stamp

BUYER SPECIFIC ATC

GeM BID NUMBER: GEM/2021/B/1609840

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Letter head of Company

Ref.....

Date.....

Reference: Tender Enquiry Ref- **GeM Bid no. GEM/2021/B/1609840 Dt. 21/10/2021**

Name of Package: **Poles & Mast**

NO COMMERCIAL DEVATION

Yours very truly

.....(authorized signatory of company)

.....(firm name)

Company's Seal/stamp

BUYER SPECIFIC ATC

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Letter head of Company

Ref.....

Date.....

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Name of Package: **Poles & Mast**

NO TECHNICAL DEVATION

Yours very truly

.....(authorized signatory of company)

.....(firm name)

Company's Seal/stamp