



Bid Number: GEM/2021/B/1
Dated: 15-11-2021

Bid Document

Bid Details	
Bid End Date/Time	25-11-2021 17:00:00
Bid Opening Date/Time	25-11-2021 17:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	80 (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	170000
Item Category	LT HRPVC CONTROL CABLE -5C -2.5 Armoured (Main Supply 86000 mtr and Mandatory Spares qty. 5000 (Q3) , LT HRPVC CONTROL CABLE -5C -4 Armoured (Main Supply qty. 15000 and Mandatory Spares qty. 1000 mt (Q3) , LT HRPVC CONTROL CABLE -9C - 2.5 Armoured (Main Supply qty. 12000 mtr and Mandatory Spares qty. 1000 (Q3) , LT HRPVC CONTROL CABLE -12C -2.5 Armoured (Main Supply qty. 25000 mtr and Mandatory Spares qty. 2000 (Q3) , LT HRPVC CONTROL CABLE -12C- 2.5 Armoured (Main Supply qty. 22000 mtr and Mandatory Spares qty. 1000 (Q3)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Past Performance, Additional Doc 1 (Requested in ATC), Copy 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	10 %
Bid to RA enabled	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Primary product category	LT HRPVC CONTROL CABLE -12C- 2.5 Armoured (Main Supply 22000 mtr and Mandatory Spares qty. 1000 (Q3)
Time allowed for Technical Clarifications during technical evaluation	10 Days
Payment Timelines	Payments shall be made to the Seller within 60 days of issuance of consignee receipt-cum-acceptance certificate (CRAC) and submission of bills (This is in supersession of 10 days time 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).	26

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

Beneficiary:

Branch CAG II New Delhi

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

(A/c No. 39922687394 Ifsc Sbin0017313)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	No
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Details of the Competent Authority for MSE

Name of Competent Authority	SANJAY KUAMR DUBEY
Designation of Competent Authority	DGM
Office / Department / Division of Competent Authority	
CA Approval Number	
Competent Authority Approval Date	2021-11-11 00:00:00
Brief Description of the Approval Granted by Competent Authority	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

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

Reserved for Make In India products

Reserved for Make In India products	Yes
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1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local suppliers

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. However, eligible small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is defined in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. 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, if the OEM is other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2017. 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. 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.

3. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% of bid quantity, in at least one of the last three Financial years before the bid opening date. The OEM should be 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 the criterion.

4. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer. If number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst 4 bidders). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Bidder has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary product of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

LT HRPVC CONTROL CABLE -5C -2.5 Armoured (Main Supply Qty. 86000 Mtr And Mandatory Spares Qty. 5000 (91000 meter)

(Minimum 50% Local content required for MII compliance)

Whether Price variation applicable?	Price Variation Clause	Price variation clause document
Yes	Prices shall be as per PVC formula and factors as uploaded	16369647731.pdf

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
1	Sumit Gupta	425307,Construction Manager, Bharat Heavy Electricals Limited c/o Chief Engineer / Dy. Chief Engineer (Projects) Maharashtra State Power Generation Co. Ltd Bhusawal Thermal Power Station, Unit-6 Bhusawal, Dist. Jalgaon (MS) Pin-425307 (Maharashtra)	Quantity	Delivery to start after	Delivery complete
			86000	0	180
			5000	1	270

LT HRPVC CONTROL CABLE -5C -4 Armoured (Main Supply Qty. 15000 Mtr And Mandatory Spares Qty. 1000 Mt (16000 meter)

(Minimum 50% Local content required for MII compliance)

Whether Price variation applicable?	Price Variation Clause	Price variation clause document
Yes	Prices shall be as per PVC formula and factors as upload	16369647732.pdf

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
1	Sumit Gupta	425307,Construction Manager, Bharat Heavy Electricals Limited c/o Chief Engineer / Dy. Chief Engineer (Projects) Maharashtra State Power Generation Co. Ltd Bhusawal Thermal Power Station, Unit-6 Bhusawal, Dist. Jalgaon (MS) Pin-425307 (Maharashtra)	Quantity	Delivery to start after	Delivery complete
			15000	0	180
			1000	1	270

LT HRPVC CONTROL CABLE -9C - 2.5 Armoured (Main Supply Qty. 12000 Mtr And Mandatory Spares Qty. 1000 (13000 meter)

(Minimum 50% Local content required for MII compliance)

Whether Price variation applicable?	Price Variation Clause	Price variation clause document
Yes	Prices shall be as per PVC formula and factors as upload	16369647733.pdf

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
1	Sumit Gupta	425307, Construction Manager, Bharat Heavy Electricals Limited c/o Chief Engineer / Dy. Chief Engineer (Projects) Maharashtra State Power Generation Co. Ltd Bhusawal Thermal Power Station, Unit-6 Bhusawal, Dist. Jalgaon (MS) Pin-425307 (Maharashtra)	Quantity	Delivery to start after	Delivery complete
			12000	0	180
			1000	1	270

LT HRPVC CONTROL CABLE -7C -2.5 Armoured (Main Supply Qty. 25000 Mtr And Mandator Spares Qty. 2000 (27000 meter)

(Minimum 50% Local content required for MII compliance)

Whether Price variation applicable?	Price Variation Clause	Price variation clause document
Yes	Prices shall be as per PVC formula and factors as uploaded	16369647734.pdf

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
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S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
1	Sumit Gupta	425307,Construction Manager, Bharat Heavy Electricals Limited c/o Chief Engineer / Dy. Chief Engineer (Projects) Maharashtra State Power Generation Co. Ltd Bhusawal Thermal Power Station, Unit-6 Bhusawal, Dist. Jalgaon (MS) Pin-425307 (Maharashtra)	Quantity	Delivery to start after	Delivery complete
			25000	0	180
			2000	1	270

LT HRPVC CONTROL CABLE -12C- 2.5 Armoured (Main Supply Qty. 22000 Mtr And Mandat Spares Qty. 1000 (23000 meter)

(Minimum 50% Local content required for MII compliance)

Whether Price variation applicable?	Price Variation Clause	Price variation clause document
Yes	Prices shall be as per PVC formula and factors as upload	16369647735.pdf

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
1	Sumit Gupta	425307,Construction Manager, Bharat Heavy Electricals Limited c/o Chief Engineer / Dy. Chief Engineer (Projects) Maharashtra State Power Generation Co. Ltd Bhusawal Thermal Power Station, Unit-6 Bhusawal, Dist. Jalgaon (MS) Pin-425307 (Maharashtra)	Quantity	Delivery to start after	Delivery complete
			22000	0	180
			1000	1	270

Buyer Added Bid Specific Terms and Conditions

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ANNEXURE -I

Additional clauses of NIT

1. Dispatch Markings: -

Each box shall be marked with Capital Letters in "Red" indicating the PEM supply (Main Supply/Commissioning spare/ Mandatory Spare) for 1X 660 MW Bhusawal Thermal Power Station Project package delivered under the Contract shall be marked by Supplier and such marking must be distinctive in English Language (all previous irrelevant markings being carefully obliterated). Such marking shall include description and quantity of contents, the name and address of consignee, the Gross weight and Net weight of the package, the name of the Supplier, PEM P.O. reference number, with a distinctive number sufficient for purposes of identification. Besides above necessary, packing shall bear a special marking 'BOTTOM', 'DO NOT TURN OVER', "KEEP DRY", "HANDLE WITH CARE", etc.

IMPORTANT

- Two copies of respective standard manufacturer's erection instruction/operation instruction shall be kept in each package / container for immediate reference by BHEL site and same reflected in packing slip also
- The Packing list details for the consignment must be put inside the Box/Boxes.

Commissioning Spares: - The commissioning spares shall be properly packed separately in separate boxes and each spare shall be properly tagged giving details i.e. dispatch (to match the description given in packing slip) to facilitate their proper identification. One Copy of Packing list must be put inside the Box.

Mandatory Spares: - The Mandatory spares shall be properly packed separately in separate box properly marked in Red, indicating Mandatory Spares in bold letters and each spare shall be properly tagged giving details of item number of the equipment in line with the CUSTOMER approved BBU for Mandatory spares & Nomenclature (to match the description given in the packing slip) to facilitate their proper identification by customer MAHAGENCO. One Copy of Packing list must be put inside the Box along with Manufacturing no. reference, Catalogue reference etc.

Note :- MDCC for mandatory Spares shall be issued only after receipt of detailed list of mandatory spares with photographs before final packing clearly showing mandatory spares with due tagging as per packing slip to be sent over mail/CD). Separate dispatch clearance will be issued for the mandatory spares in line with availability of customer's stores at site.

2. Liquidated Damages: -

a) **Main Supply:-** Purchaser reserves the right to recover from the Seller/ Contractor, as agreed in the contract, liquidated damages and not by way of penalty, a sum equivalent to half ($\frac{1}{2}$) percent and applicable GST thereon of the total main supply & commissioning spares contract price excluding GST per week or part thereof, subject to a maximum of ten(10) percent of the total main supply & commissioning Spares 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.

b) **LD on mandatory spares portion:** - LD shall be applicable @ $\frac{1}{2}$ percent and applicable GST thereon of the total mandatory spares portion contract value excluding GST per week or part thereof, limiting the total contract value of mandatory spares excluding GST.

NOTE:

i. LR/RR date for indigenous supplies (Bill of Lading/AWB for Foreign supplies) shall be treated as the dispatch date for levying LD. However, if receipted LR date for indigenous supply is beyond 30 days from the date of LR (PTL to be clearly mentioned in LR), such excess period shall be considered for LD purpose irrespective of dispatch date. Import General Manifest (IGM)/Bill of entry date (whichever is earlier), for foreign supplies, is beyond 90 days from the date of Bill of Lading/AWB, such excess period shall be considered for LD purpose irrespective of dispatch date.

ii. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and date(s).

iii. If Order/ Contract involves two or more Units/ Sets/ Lots/ Stages, then Liquidated Damages shall be levied on order/ contract value excluding GST of the delayed Unit/ Set/ Lot/ Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot/Stage wise, however total LD amount shall be limited to 10% of total amended order value excluding GST of delayed Unit/ Set/ Lot/Stage. Any subsequent lot released (not envisaged in original contract) due to increase in quantity within permissible quantity variation shall be treated as separate lot for the purpose of LD.

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

3. Risk & Cost Purchase

BHEL reserves the right to terminate the contract or withdraw portion of work and get it done through agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in all following cases:

i) If the Seller/Contractor fails to deliver the goods or materials or any instalment thereof within the fixed for such delivery or the Seller's poor progress of the supply/ services vis-à-vis delivery/execution as stipulated in the Contract, backlog attributable to seller including unexecuted portion of supply appear to be executable within balance available period;

ii) Delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications;

iii) Withdrawal from or repudiation/ abandonment of the supply/ services by Seller before completion of contract or if the Seller refuses or is unable to supply goods or materials covered by the Order/Contract 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 time to time, for the reasons attributable to the Seller;

v) Termination of Contract on account of any other reason (s) attributable to 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 Firm, in the event of the death or insanity of Seller;

viii) If the Seller/Contractor being an individual or if a firm on a partnership 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 shall assign the Order/Contract or enter into any arrangement or composition with his creditors or shall be dissolved or 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 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 Seller.

Such defaulting vendor/Seller shall not be eligible to participate in re-tendering conducted on account of purchase made due to fault of such vendor/Seller.

3.1 Risk & Cost Amount against Balance Work:

Risk & Cost amount against balance work shall 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 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).

3.2 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 per amended Contract shall be considered as Contract Quantities.

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

quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

3.3 **LD against delay in executed work in case of Termination of Contract:**

LD against delay in executed work shall be calculated in line with above LD clause, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value till termination of contract.

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

i. Let the time period from scheduled date of start of work till termination of contract excluding the period held (if any) not attributable to contractor = T1

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 as 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.

3.4 **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 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.

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

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

- i. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
- ii. Bidders are advised to check applicable GST on their own before quoting. Buyer will not be responsible 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 %.
- iii. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyer can match and verify the Data Sheet with the product specifications offered. In case of any mismatch of technical parameters, the bid is liable for rejection.
- iv. The bidder is required to upload, along with the bid, all relevant certificates such as BIS license, CE mark certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
- v. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and screenshot of GST portal confirming payment of GST.

Additional Terms and Conditions for subject Tender Enquiry to be complied by Bidders for Consideration in this tender:

- A. Bidders to ensure that Third party/Customer issued certificates being submitted as proof of PQR qualification have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority, its organization contact number and E-mail Id. In case the same is found not available, BHEL has the right to reject such document from evaluation.
- B. "This item /package/system falls under the list of items defined in para 3 of ministry of finance guide 20.09.16 (procurement of items related to public safety, health, critical security operations and Equipment) hence criteria of prior experience /turnover shall be same for all bidders including start up /MSME".
- C. **Guarantee & Warrantee** shall be 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 for Main Supply & Mandator respectively.
- D. Evaluation shall be on the basis of total all inclusive, landed price at consignee destination (Refer cl. No. 6 of GTC on GeM).
- E. **Terms of Delivery** shall be as per cl. No. 13 of GTC on GeM (i.e. Free Delivery at site basis including loading/unloading). However, unloading of items (at delivery point) shall be in the scope of buyer. Insurance shall be in seller scope. Bidder to quote prices accordingly.
- F. Further, w.r.t. Transit Insurance supplier has to inform the details of dispatches (such as Policy No., Consignment Name, Consignment Packing details, Project Name, Purchase Order No., LR No. & date, Invoice No. & date, Insurance Origin & destination details etc.) to policy underwriter.
- G. PQR criteria uploaded with Buyer uploaded Bid Specific document shall prevail. Value of Experience criteria and performance parameter mentioned in GeM bid.
- H. "Due to COVID-19 pandemic condition prevailing in the country BHEL/PEM may go for Remote Inspection of items if required. Vendors are requested to be equipped with the facilities/gadgets as indicated in the guidelines available at : <https://pem.bhel.com/Documents/VendorSection/Vendor/Guidelines.pdf> to take up the inspection remotely.
- I. **Inspection call to be raised by bidder on BHEL CQIR portal** (details shall be shared at the time of execution 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 shall extend the delivery period for such delay in carrying out inspection. If BHEL is not able to witness inspection within 07 days then in addition to delay beyond stipulated period, extension in delivery time of 07 days for arranging inspection will be given.

When the tests have been satisfactorily completed at Seller/ Contractor's works, the Inspection Agency shall submit 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.

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

- J.** All Bidders shall be required to submit applicable Freight % & GST % included in their prices during the stage of Tender.
- K.** Performance Bank Guarantee: shall be as per Cl. No. 7 of GTC of GeM. Performance Security amount shall be the value of contract value.
- L. Payment Terms:** For Supply Portion incl. Mandatory Spares: - As per clause no. 12 (i) of GTC on GeM. Supplier to provide original+1 copy of Tax invoice, Packing List, LR/RR or AWB, CRAC, Insurance intimation, Goods Certificate, E-way bill (as applicable) for payment.

Offline payment mode shall be selected. Payment will be released within 60 days after submission of documents (45 days for vendors qualified and registered as Micro or Small as per MSMED Act).

- M. Bid reserved for Make in India products:** - Procurement under this bid is reserved for purchase from local suppliers 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. Minimum local content to qualify as a class 1 local supplier is denoted in the bid document as 50%. All bidders upload a certificate from the OEM regarding the percentage of the local content and the details of locations where the local value addition is made along with their bid, failing which the bid is liable to be rejected.

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

- N. This is conditional tender enquiry. Financial bid opening (Part-II) of a bidder shall be subject to the following:-**

- (i) Approval of vendor by end customer i.e. M/s MAHAGENCO
- (ii) Techno-Commercial evaluation/recommendation by BHEL.
- (iii) Qualification of Technical PQR
- (iv) Offered item should mandatorily conform to PP-MII order provisions.

- O. Consignee Details** (for PRC - Provisional Receipt Certificate & CRAC - Consignee's Receipt cum Acceptance Certificate, as applicable) shall be as per Project Site official details.

- P.** The Bidder has to declare 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, certificates, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or introduce cartelization in the bidding process. In case, the bidder is found having indulged in above activities, action shall be taken by BHEL as per extant policies/guidelines.

- Q. Bidders to ensure the following: -**

- Ensure compliance to Ministry of Power (MoP) Order No. 11/05/2018-Coord. dt. 28/07/2020, if applicable.
- Ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019 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. Bidder to submit the following undertaking on their letter head signed from the highest competent authority at your end (i.e Owner, partner, CMD, Director etc.)

Note:- This bidder is to be replaced with bidders' organizational name.

- R. Delivery Period:** As per attached Annexure-II. Delivery Days mentioned in GeM bid shall be indicative only. Delivery shall be as per terms & conditions of Annexure-II.

- S.** For registration in BHEL PEM- Online registration portal is operational, Non-registered Vendors who wish to register

registration in BHEL-PEM can apply through Online Registration Portal available at www.pem.bhel.com - section - Online Supplier Registration. All credentials and/or documents duly signed and stamped re registration can be uploaded on the website and submit the application for registration. However, regist suppliers is not mandatory in case of open tender.

T. Instructions to Packing List (annexure -III) and Certification reg. Local content (annexure -IV) to be cor bidders.

U. Integrity Pact: Integrity pact is applicable for subject package. IP is a tool to ensure that activities and trar between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free m panel of Independent External Monitors (IEMs) have been appointed by BHEL with the approval of CVC. The i the IEMs in panel are as follows:

I. IEM-1 details (name, email) - Sh. Arun Chandra Verma, IPS (Retd.) - acverma1@gmail.com

II. IEM-2 details (name, email) - Sh. Virendra Bahadur Singh, IPS (Retd.) - vbsinghips@gmail.com

The IP as enclosed is to be submitted (duly signed by authorized signatory) along with techno-commercial those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. words, entering into this pact would be a preliminary qualification.

Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the t process, the matter may be referred to the any of the IEMs mentioned above. All correspondence with the II be done through email only.

" No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarificati extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues addressed directly to the tender issuing (procurement) department officials.

V. All other terms & conditions shall be as per selected Additional Terms & Conditions for subject bid fr library and GTC version (1.19) available on GeM Portal on enquiry floating date shall be applicable.

anANNEXURE II

Sl.No.	Package Code	BHEL Drawing No	Drawing Title	Primary/Secondary	Drg. Sch for Vendors	Standard Delivery Terms for Supply Portion and Manda
1	507-37000-A	PE-V0-415-507-E173	CROSS SECTION DRGS. - LT HRPVC CONTROL CABLES	Primary	R-0 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.	Within Four (04) months from date of CAT-1 approval of Rr drawing/documents or or BHEL manufacturing clearance w subjected to drawing/document submission/re-submission stipulated, in case of any delay in submission/re-submission drawing/documents, then same shall be reduced from the gi period. Delay in BHEL's comments/approval beyond 18 days considered for delay analysis.
2	507-37000-A	PE-V0-415-507-E174	QUALITY PLAN- LT HRPVC CONTROL CABLES	Primary		
3	507-37000-A	PE-V0-415-507-E171	TECHNICAL DATA SHEET - LT HRPVC CONTROL CABLES	Primary		
4	507-37000-A	PE-V0-415-507-E174	TYPE TEST CERTIFICATES - LT HRPVC CONTROL CABLES	Secondary	Within 1 week after conduction of type test	Mandatory Spares: Within three (03) months from the date o manufacturing clearance. Separate dispatch/ manufacturing issued for mandatory spares
Notes:-						
(i) The end period specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.						
(ii) The delivery conditions specified are for contractual LD purposes, however BHEL may ask for early deliveries without any compensation thereof.						
(iii) Non-applicable drawings shall be decided during bid evaluation of the package.						
(iv) Wherever schedule of drawings/documents submission /re-submission is stipulated in the Technical Specifications, same shall be superseded by delivery specified in NIT.						

ANNEXURE -III TO INSTRUCTIONS TO PACKING LIST

For faster verification of bills, successful bidder to submit detailed Bill of Material (BOM) at the time of dra documents submission after placement of PO. Each item of the BOM to be uniquely identified with item code item SI. No. Supplier to ensure that all items which will find separate mention in the packing list are covered detailed BOM.

Supplier to also give the following undertaking in the BOM:

"The BOM provided herewith completes the scope (in content and intent) of material supply under PO No. Any additional material which may become necessary for the intended application of the supplied items, will be supplied free of cost in most reasonable time.

Packing List must indicate:

- a) Packing size
- b) Gross weight and net weight of each package
- c) Contents of the package with cross reference to BOM item code no. / Sl. No.
- d) Quantity of each items separately.

The packing list must cover all the BOM items.

Supplier to give following undertaking in the packing list:

The Packing list provided herewith is as per BOM approved under PO No. -----

ANNEXURE IV

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: Tender Enquiry No-GEM/2021/B/1674203, Dated 15.11.21

Name of Package: LT HRPVC CONTROL CABLE

Dear Sir,

We hereby certify that items offered by us of LT HRPVC Control Cable for 1x 660 MW Bhusawal Project . meets the requirement of minimum local content in line with relevant applicable clause of NIT (GeM NIT) Public Procurement (Preference to Make in India), Order 2017 dated-15.06.2017, 28.05.2018 & 29.05.2019, & 16.09.20

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

Yours v

..... (authorized signatory of c

..... (fin

authorized s

of c

ANNEXURE A

Maharashtra State Power Generation Company Limited			
Bhusawal Project (1x660MW)			
Proforma of Vendor Approval			
Sr. No.	Information/ Particulars required	Details furnished along with documents thereof	Remarks if a
1	Name of System /Package/Item:		
2	Name of agency on whom order for the main work is placed		
3	Approval for (Name of construction material)		
4	Name of the vendors specified in contract document for this material		
5	Name of the proposed Sub Contractor(Vendor)		
6	Reasons for asking new vendor		
7	Details of supporting documents in lieu of above reasons		
8	Specific requirement of material in terms of dia, size, quantity etc.		
9	When the material is required & for which structure		
10	Whether vendor is Partnership/ Pvt./Public Ltd. Company		
11	Particular of registration with Government		
	i) GST registration No.		
	ii) Company registration No. & Incorporation Certificate		

	iii) PF & ESIC Certificate.		
	iv) Pan No.		
12	Address of vendor's factory		
13	Contact No. of vendor's representative for additional information		
14	Production Business Area		
16	Average annual turnover for last three years as per CA's Certificate		
17	Name of Companies where the vendor is registered		
18	Details of orders completed last 3 years (Quantity & amount)		
19	Details of orders in hand (Quantity & amount)		
20	Maximum value & quantity of work executed during last 3 years		
21	Name of the reputed, well known clients to whom the vendor has supplied the material		
22	End users Performance Certificate (Name & documents) along with the relevant PO.		
23	Any additional information		
24	Recommendation		

M/s BHEL

Sub-Contractor

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ANNEXURE– VIII

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi – 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under [aid-down organizational] procedures, contract/s for

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint [Independent External] Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: –

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits

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himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. 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.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

Section 3 – Disqualification from tender process & exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 – Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.



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5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason,

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain

responsible for any default by his sub-contractors,

6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders / Contractors / Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 –Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non-disclosure agreement.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious

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irregularities requiring legal administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty/ guarantee etc, should be outside the purview of IEMs.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal
(Office Seal)

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place: _____
Date: _____
Witness: _____
(Name & Address) _____

Witness: _____
(Name & Address) _____

2. **Buyer Added Bid Specific ATC**

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

3. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the](#)

4. **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.

5. **Inspection**

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agencies 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): through nominated TPIA

Post Receipt Inspection at consignee site before acceptance of stores: NA

6. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

7. **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.

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. **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 or decrease the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contract's discretion. Bidders are bound to accept the orders accordingly.

10. **Generic**

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

11. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can download 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.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these 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 in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance 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 conditions 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 with the laws of the country of origin 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---
