

Bid Document

Bid Details	
Bid End Date/Time	14-02-2022 16:00:00
Bid Opening Date/Time	14-02-2022 16:30:00
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	30
Item Category	Mobile tripod with floodlighting sets for outdoor repair work Set Tachometer (Q3) , Sets AVO-Multimeter digital (Q3) , Ir Testers (Meggar) (Q3) , Light Intensity meters (Q3) , Digital device with start/stop/reset and for electrical remote control (free contact) , wi (Q3) , Rotating field indicators for determination of phase sequence in three-phase systems (Q3) , High Power Digital Soldering Station (Q3) , Digital Current Clamp on multimeter (Q3) , Hot Air Blower (Q3)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting documents *In case any bidder is seeking exemption from Experience and Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Primary product category	Mobile tripod with floodlighting sets for outdoor repair work
Time allowed for Technical Clarifications during technical evaluation	5 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	Item 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). The EMD % will be applicable for each schedule/group selected during Bid creation.

(b). 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 Industry and Public Enterprises
(Devendra Singh)

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	Ashish Gupta
Designation of Competent Authority	Manager
Office / Department / Division of Competent Authority	
CA Approval Number	
Competent Authority Approval Date	03-02-2022
Brief Description of the Approval Granted by Competent Authority	As per internal approval taken in MOP for subject project & package

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 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 micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted 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.

statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountants other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.20 case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get preference 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 relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Evaluation Method (Item Wise Evaluation Method)

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

Evaluation Schedules	Estimated Value	Item/Category
Schedule 1	976300	Mobile Tripod With Floodlighting Sets For Outdoor Repair Works
Schedule 2	51600	Set Tachometer
Schedule 3	196080	Sets Avo-multimeter Digital
Schedule 4	196084	Insulation Testers (meggar)
Schedule 5	22704	Light Intensity Meters
Schedule 6	16512	Digital Timing Device With Start/stop/reset And For Electrical Remote Control (pot Free Contact) , Wi
Schedule 7	15480	Rotating Field Indicators For Determination Of Phase Sequence In Three-phase Systems
Schedule 8	324056	High Power Digital Soldering Station
Schedule 9	107536	Digital Current Clamp On Multimeter
Schedule 10	47678	Hot Air Blower

Mobile Tripod With Floodlighting Sets For Outdoor Repair Works (2 set)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

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	Quantity	Delivery Day
1	HASEEN AHMED	700043,Haseen Ahmed/Sr. Mgr/PG-1 BHARAT HEAVY ELECTRICALS LTD. C/O KOLKATA PORT, NETAJI SUBHAS DOCK/KPT DOCK, KOLKATA, PIN CODE-700043	2	999

Set Tachometer (2 set)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

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	Quantity	Delivery Day
1	HASEEN AHMED	700043,Haseen Ahmed/Sr. Mgr/PG-1 BHARAT HEAVY ELECTRICALS LTD. C/O KOLKATA PORT, NETAJI SUBHAS DOCK/KPT DOCK, KOLKATA, PIN CODE-700043	2	999

Sets AVO-Multimeter Digital (10 set)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

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	Quantity	Delivery Day
1	HASEEN AHMED	700043,Haseen Ahmed/Sr. Mgr/PG-1 BHARAT HEAVY ELECTRICALS LTD. C/O KOLKATA PORT, NETAJI SUBHAS DOCK/KPT DOCK, KOLKATA, PIN CODE-700043	10	999

Insulation Testers (Meggar) (2 set)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

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	Quantity	Delivery Day
1	HASEEN AHMED	700043,Haseen Ahmed/Sr. Mgr/PG-1 BHARAT HEAVY ELECTRICALS LTD. C/O KOLKATA PORT, NETAJI SUBHAS DOCK/KPT DOCK, KOLKATA, PIN CODE-700043	2	999

Light Intensity Meters (2 set)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

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	Quantity	Delivery Day
1	HASEEN AHMED	700043,Haseen Ahmed/Sr. Mgr/PG-1 BHARAT HEAVY ELECTRICALS LTD. C/O KOLKATA PORT, NETAJI SUBHAS DOCK/KPT DOCK, KOLKATA, PIN CODE-700043	2	999

Digital Timing Device With Start/stop/reset And For Electrical Remote Control (pot Free Contact) , Wi (2 set)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

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	Quantity	Delivery Day
1	HASEEN AHMED	700043,Haseen Ahmed/Sr. Mgr/PG-1 BHARAT HEAVY ELECTRICALS LTD. C/O KOLKATA PORT, NETAJI SUBHAS DOCK/KPT DOCK, KOLKATA, PIN CODE-700043	2	999

Rotating Field Indicators For Determination Of Phase Sequence In Three-phase Systems)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

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	Quantity	Delivery Day
1	HASEEN AHMED	700043,Haseen Ahmed/Sr. Mgr/PG-1 BHARAT HEAVY ELECTRICALS LTD. C/O KOLKATA PORT, NETAJI SUBHAS DOCK/KPT DOCK, KOLKATA, PIN CODE-700043	2	999

High Power Digital Soldering Station (4 set)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

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	Quantity	Delivery Day
1	HASEEN AHMED	700043,Haseen Ahmed/Sr. Mgr/PG-1 BHARAT HEAVY ELECTRICALS LTD. C/O KOLKATA PORT, NETAJI SUBHAS DOCK/KPT DOCK, KOLKATA, PIN CODE-700043	4	999

Digital Current Clamp On Multimeter (2 set)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

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	Quantity	Delivery Day
1	HASEEN AHMED	700043,Haseen Ahmed/Sr. Mgr/PG-1 BHARAT HEAVY ELECTRICALS LTD. C/O KOLKATA PORT, NETAJI SUBHAS DOCK/KPT DOCK, KOLKATA, PIN CODE-700043	2	999

Hot Air Blower (2 set)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

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	Quantity	Delivery Day
1	HASEEN AHMED	700043,Haseen Ahmed/Sr. Mgr/PG-1 BHARAT HEAVY ELECTRICALS LTD. C/O KOLKATA PORT, NETAJI SUBHAS DOCK/KPT DOCK, KOLKATA, PIN CODE-700043	2	999

Buyer Added Bid Specific Terms and Conditions

1. Inspection

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 As per QAP

Post Receipt Inspection at consignee site before acceptance of stores: As per QAP

2. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

3. Generic

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

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Additional Terms and Conditions (ATC)

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

- a) Scope of supply (Bid price to include all cost components) includes supply charges only. Demonstration charges already mentioned in technical specification for which separate PO shall be placed by BHEL.
- b) Financial PQR is not applicable.

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

- i) Techno-Commercial recommendation by BHEL.
- ii) Qualification of Technical PQR.
- iii) Offered item should mandatorily conform to PP-MII order provisions. Terms and conditions of PP-MII order and its latest amendments shall be applicable.

- c) **Payment Terms:** As per clause no. 12 (i) of GTC on GeM. However, payment will be released within 60 days of submission of complete documents (45 days for vendors qualified and registered as Micro or Small as per MSME Act, 2011). Offline payment mode shall be selected. Supplier has to provide original+1 copy of Tax invoice, Packing List, AWB, CRAC, Insurance intimation, Guarantee Certificate, E-way bill (as applicable) for payment.
- d) **Liquidated Damage :** Purchaser reserves the right to recover from the Seller/ Contractor, as agreed in the contract, damages and not by way of penalty, a sum equivalent to half (½) percent and applicable GST thereon, of the total contract price excluding GST per week or part thereof, subject to a maximum of ten(10) percent of the total 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.

NOTE:

- i. LR/RR date for indigenous supplies (Bill of Lading/AWB for Foreign supplies) shall be treated as the date of dispatch for levying LD. However, if receipted LR date for indigenous supply is beyond 30 days for FTL for PTL from the date of LR (PTL to be clearly mentioned in LR), such excess period shall be considered for LD purpose irrespective of dispatch date. Import General Manifest (IGM)/Bill of entry date (whichever is later) 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 the 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 the 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 is likely to be suffered by purchaser on account of delay on the part of the Contractor/Seller and the said amount shall be deductible without proof of actual loss or damage caused by such delay.

e) **Risk & Cost Purchase**

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

- i) If the Seller/Contractor fails to deliver the goods or materials or any instalment thereof within the period(s) 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 seller including unexecuted portion of supply does not appear to be 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 from 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 the Seller;
- viii) If the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be insolvent or shall have a receiving order for administration of his estate made against him or shall be proceeding for composition under any Insolvency Act for the time being in force or make any assignment of his Order/Contract or enter into any arrangement or composition with his creditors or suspend payments or 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 shall arise 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.

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).

*** 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 'Term 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 drawings contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued would be deemed to be contract quantities.

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

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

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

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

LD against delay in executed work shall be calculated in line with LD clause no. 16 of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be Executed Value of work till termination of contract.

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

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

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.

f) Transit Insurance shall be in BHEL scope.

g) **Terms of Delivery:** As per cl. No. 13 of GTC on GeM (i.e. Free Delivery at site including loading/unloading). However, Transit insurance & unloading of item (at delivery point) shall be in the scope of buyer. Bidder to quote prices accordingly. For w.r.t. Transit Insurance supplier has to inform the details of dispatches (such as No., Consignee Name, Consignment Packing details, Project Name, Purchase Order No. & date, Invoice No. & date, Dispatch Origin & destination details etc.) to the underwriter (whose details shall be shared post award of contract).

h) **Delivery Period:** As per enclosed Annexure-B at [page-220](#). Delivery period for sake of GeM bid shall be (maximum allowable delivery time) from PO date and the same shall be indicative only. However, this period shall be considered for Delivery and Delay analysis purpose. For Delivery and delay analysis purpose, delivery period mentioned in enclosed Annexure-B shall be considered. Delivery shall be re-fixed as per schedule mentioned in Annexure-B.

J) Bidders shall be required to submit applicable Freight % & GST % included in their prices during clarification stage of Tender.

k) 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.

l) **Quantity Variation:** Overall (%) variation in contract values due to changes in the scope shall be not more than 10%.

m) This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline No. 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations & Equipment) & hence criteria of prior experience/Turnover shall be same for all the bidders including start-up/MSME preference to start-up/MSE).

n) "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 the Procurement (Preference to Make in India) Order 2017 dated 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, shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

Since this package falls under clause 3 (a) of DPIIT's PP-MII order 2017, Rev dated 17.09.2020, therefore, suppliers as per clause no 3 (b) of DPIIT's PP-MII order 2017, Rev dated 16.09.2020, "Class-I local suppliers" as per clause 3 (b) of the order are eligible to bid.

In accordance with para 9 (a) of DPIIT's PP-MII order 2017 revision dated 16.09.2020, Class-I local suppliers at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for the "Class-I local supplier" as the case may be. They shall also give details of the location(s) at which the local value added is made.

Note: For individual item whose estimated value for total quantity of that item is less than 10 lakhs, Make in India circular shall not be applicable.

o) Nature of the package is divisible in nature and margin of purchase preference shall not be applicable.

p) Bidders to ensure that Third party/Customer issued certificates being submitted as proof of PQR quality shall have verifiable details of document/certificate issuing authority such as name & designation of Authority, its organization contact number and E-mail Id etc. In case the same is found not available, the bidder has the right to reject such document from evaluation.

q) Due to COVID-19 pandemic condition prevailing in the country, BHEL/PEM may go for Remote Inspection for Offered items, if required. Vendors are requested to be equipped with the facilities/gadgets as indicated in the guidelines attached to take up the inspection REMOTELY. Inspection call to be raised by bidder on BHEL CQIR portal (details shall be shared at the time of execution and Inspection agency shall attend at the inspection within seven (07) days of the date on which the bidder is notified as being ready. In case of delay in witnessing of inspection beyond stipulated time (i.e. 7 days

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 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 will issue an inspection report that effect within seven (07) days after completion of the tests, but if the tests are 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 certificate by the Purchaser.

Purchaser will issue MDCC to the Seller/ Contractor within 7 days based on inspection report and test certificates/Certificate of Conformance as applicable. In case of delay in issuance of MDCC beyond 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 extension will be given to vendor to facilitate the vendor for arranging logistics arrangements.

- r) 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. In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines”.
- s) 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.
 - 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.
- t) Bidders to note the following Government notifications regarding applicable GST for exports:
- a. Notification No. 41/2017 - Integrated Tax (Rate) dt. 23.10.2017 regarding IGST @0.1%
 - b. Notification No. 40/2017 - Central Tax (Rate) dt. 23.10.2017 regarding CGST @0.05%
 - c. Notification no. 1663 dt. 16.11.2017 regarding SGST @0.05%
- u) Sea worthy packing inspection shall be witnessed by BHEL/TPIA.
- v) CIF is not applicable for this package.
- w) Integrity Pact is not applicable.
- X) GeM has the functionality to quote Single Unit Price (F.O.R) for each item. Bidders to furnish applicable GST % w.r.t. Ex Works included in Single quoted (F.O.R) prices before Price Bid Opening.
- y) All other terms & conditions shall be as per GeM bid, selected Additional Terms & Conditions from GeM Bid and GTC on GeM 3.0 (Version 1.21).

Annexure-B

BHEL Drawing No	Drawing Title	Primary/ Secondary	Drg Sch for Vendors	Delivery Terms for Supply Portion	Scope of Se (if any, as Indent) ; correspor schedule rendering service
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PE-V0-421-556-A001	Data sheet/GA of equipment with detailed BOM	Primary	R-0 within 21 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.	<p>Within Four (04) months from date of CAT-1 approval of Primary drawing/documents or BHEL whichever is later, subjected to drawing/ document submission/re-submission schedule as stipulated, in case of any delay in submission/ resubmission of Primary drawing/ documents, then same shall be reduced from the given delivery period.</p> <p>Notes:</p> <p>1. Vendor to start manufacturing activities only after obtaining specific manufacturing clearance from BHEL Purchase group.</p> <p>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</p>	<p>Service Portion (comprising of supervision of site, training of Customer's O staff, demonstration testing at site lodging, board travelling, medical insurance, vis</p> <p>Vendor to depute service engineer services within days from BH intimation (for deputing service engineer).</p> <p>For delay in depute service engineer on Service portion shall be applied ½% of the total Service portion contract value (excluding electricity taxes) per week part thereof, as applicable GS However, total (supply + Service) shall be limited to 10% of cumulative total contract excluding tax freight (supply + Service).</p>
PE-V0-421-556-A002	CATALOGUE of equipment	Primary			
PE-V0-421-556-A004	O & M Manual (IF APPLICABLE)	Secondary	within 30 days of issuance of MDCC		
PE-V0-421-556-A003	CALIBRATION/ TC	Secondary	Submission for issuance of MDCC		

- a. The end period specified is for completion of the deliveries. Deliveries to start progressively so as to completion schedule.
- b. The delivery conditions specified are for contractual LD purposes, however BHEL may ask deliveries without any compensation thereof.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcomes and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs or 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 payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered a bid. Further any reference of conditions published on any external site or reference to external documents / clauses also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any part of this bid, they can raise their representation against the same by using the Representation window provided in the

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 respective country. 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---