

## Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	10-03-2022 18:00:00
<b>Bid Opening Date/Time</b>	10-03-2022 18:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	80 (Days)
<b>Ministry/State Name</b>	Ministry Of Heavy Industries And Public Enterprises
<b>Department Name</b>	Department Of Heavy Industry
<b>Organisation Name</b>	Bharat Heavy Electricals Limited (bhel)
<b>Office Name</b>	10250020-pem, Noida
<b>Total Quantity</b>	267000
<b>Item Category</b>	PVC Copper cable Single core Unsheathed with Rigid Conductor as per IS:694 (Q3)
<b>Years of Past Experience required</b>	3 Year (s)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	<p>Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document</p> <p>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer</p>
<b>Past Performance</b>	80 %
<b>Bid to RA enabled</b>	Yes
<b>RA Qualification Rule</b>	50% Lowest Priced Technically Qualified Bidders
<b>ITC available to buyer</b>	Yes
<b>RCM Applicable</b>	Yes
<b>Primary product category</b>	PVC Copper cable Single core Unsheathed with Rigid Conductor as per IS:694
<b>Time allowed for Technical Clarifications during technical evaluation</b>	7 Days
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>60</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)

**Bid Details****Evaluation Method**

Total value wise evaluation

**EMD Detail**

Required

No

**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:**

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

**Splitting**

Bid splitting not applied.

**Reserved for Make In India products**

Reserved for Make In India products

Yes

**MSE Purchase Preference**

MSE Purchase Preference

Yes

1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

2. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. 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 the 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 for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get

precedence over this clause.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY.

4. 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.

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

### Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

6. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products 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 its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% 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 non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

### PVC Copper Cable Single Core Unsheathed With Rigid Conductor As Per IS:694 ( 75000 meter )

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

Brand Type	Registered Brand
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### Technical Specifications

[\\* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
GENERIC	Category of cable	FR

Specification	Specification Name	Bid Requirement (Allowed Values)
	Type of Insulation (shall conforming to IS:5831:1984 latest)	Type A
	Conductor material (Complying with IS:8130:1984 latest)	Plain copper
	Nominal Area of Conductor (in Sq.mm)/Class of Conductor (Class 1: Solid, Class 2: Stranded)	1.5/2

**Additional Specification Parameters - PVC Copper Cable Single Core Unsheathed With Rigid Conductor As Per IS:694 ( 75000 meter )**

Specification Parameter Name	Bid Requirement (Allowed Values)
CONDUCTOR CLASS	Class-2 as per IS: 8130
MIN. NO. OF STRANDS & MAX. RESISTANCE OF CONDUCTOR	As per IS 8130 table-2
STANDARD BUNDLE LENGTH	90-100 meters
THE COLOUR WISE QUANTITY (MTR) OF PVC WIRES SHALL BE:	For 1.5 sq mm: BLACK: 35000, RED: 12000, YELLOW: 12000, BLUE: 12000, GREY: 2000, WHITE: 2000

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

ITC on GST	ITC on GST Cess	RCM Applicable	GST as per RCM	GST Cess 1 as per RCM	GST Cess 2 as per RCM	Optional RCM
100%	NA	Yes	18%	NA	NA	Yes

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sachin Kumar Sharma	829119,BHEL Site office, 3x800MW PVUNL Patratu, Distt. - Ramagarh, Jharkhand, Pin: 829119	75000	999

**PVC Copper Cable Single Core Unsheathed With Rigid Conductor As Per IS:694 ( 190000 meter )**

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

Brand Type	Registered Brand
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**Technical Specifications**\* [As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
GENERIC	Category of cable	FR
	Type of Insulation (shall conforming to IS:5831:1984 latest)	Type A
	Conductor material (Complying with IS:8130:1984 latest)	Plain copper
	Nominal Area of Conductor (in Sq.mm)/Class of Conductor (Class 1: Solid, Class 2: Stranded)	2.5/2

**Additional Specification Parameters - PVC Copper Cable Single Core Unsheathed With Rigid Conductor As Per IS:694 ( 190000 meter )**

Specification Parameter Name	Bid Requirement (Allowed Values)
CONDUCTOR CLASS	Class-2 as per IS: 8130
MIN. NO. OF STRANDS & MAX. RESISTANCE OF CONDUCTOR	As per IS 8130 table-2
STANDARD BUNDLE LENGTH	90-100 meters
THE COLOUR WISE QUANTITY (MTR) OF PVC WIRES SHALL BE:	For 2.5 sq mm: BLACK: 93000, RED: 31000, YELLOW: 31000, BLUE: 31000 GREY: 2000, WHITE: 2000

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

ITC on GST	ITC on GST Cess	RCM Applicable	GST as per RCM	GST Cess 1 as per RCM	GST Cess 2 as per RCM	Optional RCM
100%	NA	Yes	18%	NA	NA	Yes

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sachin Kumar Sharma	829119,BHEL Site office, 3x800MW PVUNL Patratu, Distt. - Ramagarh, Jharkhand, Pin: 829119	190000	999

**PVC Copper Cable Single Core Unsheathed With Rigid Conductor As Per IS:694 ( 2000 meter )**

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

Brand Type	Registered Brand
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**Technical Specifications**

[\\* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
GENERIC	<b>Category of cable</b>	FR
	<b>Type of Insulation (shall conforming to IS:5831:1984 latest)</b>	Type A
	<b>Conductor material (Complying with IS:8130:1984 latest)</b>	Plain copper
	<b>Nominal Area of Conductor (in Sq.mm)/Class of Conductor (Class 1: Solid, Class 2: Stranded)</b>	4.0/2

**Additional Specification Parameters - PVC Copper Cable Single Core Unsheathed With Rigid Conductor As Per IS:694 ( 2000 meter )**

Specification Parameter Name	Bid Requirement (Allowed Values)
CONDUCTOR CLASS	Class-2 as per IS: 8130
MIN. NO. OF STRANDS & MAX. RESISTANCE OF CONDUCTOR	As per IS 8130 table-2
STANDARD BUNDLE LENGTH	90-100 meters
THE COLOUR WISE QUANTITY (MTR) OF PVC WIRES SHALL BE:	For 4 sq mm: BLACK: 1000, RED: 1000

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

ITC on GST	ITC on GST Cess	RCM Applicable	GST as per RCM	GST Cess 1 as per RCM	GST Cess 2 as per RCM	Optional RCM
100%	NA	Yes	18%	NA	NA	Yes

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sachin Kumar Sharma	829119,BHEL Site office, 3x800MW PVUNL Patratu, Distt. - Ramagarh, Jharkhand, Pin: 829119	2000	999

#### Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	Technical Specifications <a href="#">View</a>	TECHNICAL SPECIFICATION (BOQ CUM PRICE SCHEDULE FOR PVC WIRES, PQR Requirement for PVC Wires, GEM PARAMETERS, Standard Quality Plan, Annexure II -RISK & COST, Sub Questionnaire NTPC, Packing Specification, Annexure for Packing List & PPP-MII)	PVC Copper Cable Single Core Unsheathed With Rigid Conductor As Per IS:694(75000)
2	Technical Specifications <a href="#">View</a>	TECHNICAL SPECIFICATION (BOQ CUM PRICE SCHEDULE FOR PVC WIRES, PQR Requirement for PVC Wires, GEM PARAMETERS, Standard Quality Plan, Annexure II -RISK & COST, Sub Questionnaire NTPC, Packing Specification, Annexure for Packing List & PPP-MII)	PVC Copper Cable Single Core Unsheathed With Rigid Conductor As Per IS:694(190000)
3	Technical Specifications <a href="#">View</a>	TECHNICAL SPECIFICATION (BOQ CUM PRICE SCHEDULE FOR PVC WIRES, PQR Requirement for PVC Wires, GEM PARAMETERS, Standard Quality Plan, Annexure II -RISK & COST, Sub Questionnaire NTPC, Packing Specification, Annexure for Packing List & PPP-MII)	PVC Copper Cable Single Core Unsheathed With Rigid Conductor As Per IS:694(2000)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

### 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 in ATC): NOT APPLICABLE

Post Receipt Inspection at consignee site before acceptance of stores: at TPI(Third Party Inspection)

## 2. **Generic**

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

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

## 3. **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.

## 4. **Generic**

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

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

Buyer Added text based ATC clauses

1. This is a conditional tender enquiry. Financial bid opening (Part-II) of a bidder shall be subjected to the following:
  - i) Techno-Commercial evaluation by BHEL.
  - ii) Qualification of Technical PQR
  - iii) Offered item should mandatorily conform to PP-MII order provisions.

### 2. **Payment Terms:-**

Supply: -As per clause no. 12 (i) of GTC on GeM. Supplier has to provide **original+1 copy of** Tax invoice, Packing List, LR/RR or AWB, CRAC, Insurance intimation, Guarantee Certificate, E-way bill (as applicable) for payment.

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

3. Terms of Delivery: As per cl. No. 13 of GTC on GeM (i.e. Free Delivery at site basis including loading/unloading).

However, **Transit insurance shall be in the scope of Seller and unloading of items at delivery point shall be in the scope of BHEL.** Bidder to quote prices accordingly.

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

4. Delivery period for sake of GeM bid shall be chosen as **999 days** from PO date, **which is indicative only**. However, this period shall not be considered for Delivery and Delay analysis purpose

For delivery and delay analysis purpose, following shall be informed to the bidders through GEM ATC -

Delivery Schedule shall be **Three (03) months from date of CAT-1 approval of Primary drawing/documents or BHEL manufacturing clearance whichever is later**, subjected to drawing/document submission/re-submission schedule as stipulated, in case of any delay in submission/re-submission of Primary drawing/documents, then same shall be reduced from the given delivery period. Delay in BHEL's comments/approval beyond 18 days shall also be considered for delay analysis.

For Subsequent Lots: Within 3 months from Lot clearance by BHEL.

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

**PE-V0-405-558-E801 Data sheet of PVC Wires.**

**PE-V0-405-558-E908 Quality Plan of PVC Wires**

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. Approval process of primary documents shall be completed within 90 days from Purchase Order. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing - the delivery period shall be refixed without LD for the period of delay in approval of Drawing. Only primary documents shall be considered for refixation of delivery. Above term 'After award of contract' is proposed from available clauses in ATC library on GEM portal. Material shall be dispatched by vendor after issuance of MDCC by BHEL only

Notes -

1. Vendor to start manufacturing activities only after obtaining specific manufacturing clearance from BHEL Purchase group.
2. In case BHEL manufacturing clearance date is later than the date of Cat-1 approval of Primary drawing/documents, then the contractual delivery period will be calculated by setting off the time gap between Cat-1 approval date of Primary drawing/documents and the manufacturing clearance date, from any delay by vendor in submission/re-submission of Primary drawing/documents.
5. **Liquidated Damage-** Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, **a sum equivalent to half (½) percent 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.**

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/ 45 days for PTL from the date of LR (PTL to be clearly mentioned in LR), such excess period shall be considered for LD purpose irrespective of dispatch date. Import General Manifest (IGM)/Bill of entry date (whichever is earlier), for foreign supplies, is beyond 90 days from the date of Bill of Lading/AWB, such excess period shall be considered for LD purpose irrespective of dispatch date.
- ii. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery 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 order/ amended order value excluding GST of delayed Unit/ Set/ Lot/Stage. Any subsequent lot released (not envisaged in original contract) due to increase in quantity within permissible quantity variation shall be treated as separate lot for the purpose of LD.
- iv. The sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be suffered by purchaser on account of delay on the part of the Contractor/Seller and the said amount will be

deductible without proof of actual loss or damage caused by such delay

6. **Guarantee & Warranty:** 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.
7. **Quantity Variation:** - The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
8. 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 & Equipment's etc.) & hence criteria of prior experience/Turnover shall be same for all the bidders including start-up/MSME.
9. **Provision of offline payment in GeM can be utilized.**
10. For this procurement, the local content to categorize a supplier as a Class I Local Supplier / Class II Local Supplier / Non Local supplier and Purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

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

**Only Class-I local Suppliers are eligible to quote in this tender.**

11. Bidders to ensure that Third party/Customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and E-mail Id. In case the same is found not available, BHEL has the right to reject such document from evaluation.
12. 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.
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• <u><a href="#">ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 &amp; 2) F. No. 6/18/2019/PPD dt. 23/07/2020.</a></u>
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• 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.
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Note: Subsequent orders/circulars to be checked and to be complied.
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13. "Due to COVID-19 pandemic condition prevailing in the country BHEL/PEM may go for Remote Inspection of Offered items if required. Vendors are requested to be equipped with the facilities/gadgets as indicated in the guidelines available at :

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

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

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

14. All Bidders shall be required to submit **applicable Freight % & GST %** included in their prices during clarification stage of Tender.
15. Bidder has to provide the details as per TECHNICAL PQR (attached with Specifications of product catalogue) in its offer and has to note that bids of only those bidders shall be evaluated who meet the Technical Pre-Qualifying requirements'. The terms of technical PQR shall prevail in conflict (if any).
16. For recognition of dispatch, vendor to submit following documents to BHEL by e-mail/ fax immediately on dispatch: - GST compliant invoice, LR for Indian Vendors (indicating Invoice No., no. of boxes, PTL (if applicable) etc.) / Bill of Lading or AWB for foreign vendor, Packing List (Must be indicating No. of boxes, Packing size, Gross weight and net weight of each package, Contents of the package with cross reference to BoM item code no. or item serial no. and Quantity of each item separately), Insurance Intimation to underwriter through email/fax (if applicable), Dispatch Clearance.
17. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.  
In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guideline.
- 18. Risk & Cost Purchase clause- As per Annexure-II.**
19. 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.

20. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
21. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
22. The bidder is required to upload, along with the bid, all relevant certificates such as BIS license, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
23. 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.
24. Bidders to provide detailed break-up of **quoted price in Ex-works, freight & Tax components.**
25. All applicable **Annexure & formats are attached with BOQ Specification** for this Bid.
26. Please furnish NTPC's Main & Sub-supplier questionnaire (enclosed with this enquiry) and submit all the supportive documents against details furnished therein (signed & stamped on each page).
27. Consignee Details (for PRC - Provisional Receipt Certificate & CRAC - Consignee's Receipt cum Acceptance Certificate, as applicable) shall be as per Project Site official details. Consignee details of project considered are mentioned in NIT document for ready reference.
28. **Timely submission of Performance Security** for the execution of the contract, "Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhance performance security which would include interest (SBI rate+ 6 %) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/Contract, from the bills along with due interest".
29. **Performance Bank Guarantee:** shall be as per [Cl. No. 7 of GTC](#) of GeM. Performance Security amount shall be @5% of the value of contract value. Initial ePBG Duration shall be **26 Months** from the date of PO (6 Months as Delivery period {considering 3 Month in Drawing approval + 3 months for dispatch } + 18 Months for Performance + 02 Months for claim period}.
30. Evaluation shall be on the basis of total all inclusive, landed price at consignee destination (Refer cl. No. 6 of GTC on GEM). However, unloading of items (at delivery point) shall be in the scope of buyer. Bidder to quote prices accordingly.
31. [PQR criteria](#) uploaded with specification shall prevail Value of Experience criteria and Past performance parameter mentioned in GeM bid.

All other terms & conditions shall be as per GeM bid, selected Additional Terms & Conditions from GeM library and GTC on GeM version available on GeM Portal as on enquiry floating date.

#### 6. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

#### 7. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### 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.

## **Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---Thank You---**