

Bid Document

Bid Details	
Bid End Date/Time	07-04-2022 16:00:00
Bid Opening Date/Time	07-04-2022 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	112
Item Category	Mandatory Spares- BALL FLOAT AIR TRAP (WITHOUT STRAINER) COMPLETE ASSLY AS PER PG. NO. 3 OF SPEC. (Q3) Ext. 'Y'-TYPE STRAINER COMPLETE ASSLY. AS PER PG. NO. 3 OF TECH. SPEC. (Q3) , Mandatory Spares- Ext. 'Y'-TYPE STRAINER COMPLETE ASSLY. AS PER PG. NO. 3 OF TECH. SPEC. (Q3) , BALL FLOAT AIR TRAP (WITHOUT STRAINER) COMPLETE ASSLY AS PER PG. NO. 3 OF SPEC. (Q3)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Primary product category	BALL FLOAT AIR TRAP (WITHOUT STRAINER) COMPLETE ASSLY AS PER PG. NO. 3 OF SPEC.
Time allowed for Technical Clarifications during technical evaluation	3 Days
Payment Timelines	Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method	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:

MGR

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

(.)

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 KUMAR GUPTA
Designation of Competent Authority	MANAGER , PG-I
Office / Department / Division of Competent Authority	BHEL PEM NOIDA
CA Approval Number	AS PER COMPETENT AUTHORITY APPROVAL
Competent Authority Approval Date	24-03-2022
Brief Description of the Approval Granted by Competent Authority	AS PER COMPETANT AUTHORITY APPROVAL, MANAGER, PG-I, BHEL PEM NOIDA

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

MII Purchase Preference

MII Purchase Preference	Yes
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1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its

subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. 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. 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(s) shall also be allowed to participate in the RA process.

Mandatory Spares- BALL FLOAT AIR TRAP (WITHOUT STRAINER) COMPLETE ASSLY AS PER PG. NO. 3 OF SPEC. (1 pieces)

(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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Additional Specification Documents

DrawingDocument1	View
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
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S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Pratap Sarkar	742237,Construction Manager - BHEL site office Unit-V Sagardighi Thermal Power Project P.O. Manigram, District - Murshidabad, PIN:742237, West Bengal, India	1	999

Ext. 'Y'-TYPE STRAINER COMPLETE ASSLY. AS PER PG. NO. 3 OF TECH. SPEC. (55 pieces)

(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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Additional Specification Documents

DrawingDocument1	View
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Pratap Sarkar	742237,Construction Manager - BHEL site office Unit-V Sagardighi Thermal Power Project P.O. Manigram, District - Murshidabad, PIN:742237, West Bengal, India	55	999

Mandatory Spares- Ext. 'Y'-TYPE STRAINER COMPLETE ASSLY. AS PER PG. NO. 3 OF TECH SPEC. (1 pieces)

(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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Additional Specification Documents

DrawingDocument1	View
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Pratap Sarkar	742237,Construction Manager - BHEL site office Unit-V Sagardighi Thermal Power Project P.O. Manigram, District - Murshidabad, PIN:742237, West Bengal, India	1	999

BALL FLOAT AIR TRAP (WITHOUT STRAINER) COMPLETE ASSLY AS PER PG. NO. 3 OF SPEC (55 pieces)

(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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Additional Specification Documents

DrawingDocument1	View
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Consignees/Reporting Officer and Quantity

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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): YES- TPI SHALL BE INFORMED SEPERATELY
 Post Receipt Inspection at consignee site before acceptance of stores: NO

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

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

4. Generic

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

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

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS & CONDITIONS :- SAME SHALL SUPERSEDE TERMS AND CONDITIONS MENTIONED ELSEWHERE IN BID	
1	<p>Terms Of Payment</p> <p>a) Supply (Main supply and Mandatory spares) As per clause no. 12 (i) of GTC on GeM. Supplier has to provide Tax invoice, Packing List, LR/RR, CRAC, Insurance intimation, Guarantee Certificate, E-way bill (as applicable) for payment.</p> <p>Offline payment mode shall be selected. As per circular dtd- 07.03.2022, payment will be released to Non MSME seller within 90 days after submission of complete documents (45 days for vendors qualified and registered as Micro & Small Enterprises (MSEs) and 60 days for vendors qualified as Medium Enterprises.</p>
2	<p>Terms Of Delivery As per cl. No. 13 of GTC on GeM. (i.e. Free Delivery at site basis including loading/unloading). However, unloading of items (at deliver point) shall be in the scope of buyer. Bidder to quote prices accordingly.</p>

3	Delivery	<p>Delivery schedule shall be as per “Annexure A :- Delivery Schedule” mentioned in pg. no. 4 of 34 of technical specification document.</p> <p>Delivery period chosen as 999 days from PO date shall not be considered for Delivery and Delay analysis purpose as same has been selected for sake of GeM.</p> <p>For Delivery and delay analysis purpose, delivery schedule mentioned in “Annexure A :- Delivery Schedule” mentioned in pg. no. 4 of 34 of technical specification document shall be considered.</p>
4	Guarantee Terms	<p>As per Cl. No. 10 of GTC on GeM for the bid .However time period shall be as under:</p> <p>For Main Supply : Guarantee & Warrantee time period shall be 18 months from the date of last supply in the Main Supply scope.</p> <p>For Mandatory Spares : Guarantee & Warrantee time period shall be 18 months from the date of last supply in the Mandatory Spares Supply scope.</p>
5	Quantity Variation	<p>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. However, maximum quantity variation shall be +10% of contract value. Bidders to quote accordingly.</p>
6	Any other special major condition	<p>1. Material shall be dispatched only after issuance of MDCC by BHEL.</p> <p>2. Bank Guarantee submission shall be as per cl. No. 7 of GeM GTC with initial validity of 26 Months. Further, extension if any shall be as per GeM Terms. However, proportionate value of BG can be reduced on elapse of 2 months from expiry of Guarantee & Warrantee period of Main Supply Scope/Mandatory Spares Scope (as applicable).</p>
7		<p>This is a conditional tender enquiry. Reverse Auction of a bidder shall be subjected to the following:</p> <p>i) Approval of vendor by end customer i.e. (M/s WBPDCCL)</p> <p>ii) Techno-Commercial evaluation by BHEL.</p> <p>iii) Qualification of Technical PQR.</p> <p>iv) Offered item should mandatorily conform to PP-MII order provisions.</p>
8		<p>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.</p>
9		<p>For this tender, offline payment mode is applicable.</p>

10	<p>Bidders have to note, "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) 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, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT."</p> <p>Since this package doesn't fall under clause 3 (a) of DPIIT's PP-MII order 2017, Rev dated 16/09/2020, therefore, in line with clause no 3 (b) of DPIIT's PP-MII order 2017, Rev dated 16/09/2020, "Class-I local suppliers" and "Class-II local suppliers" as defined in the order are eligible to bid.</p> <p>In accordance with para 9 (a) of DPIIT's PP-MII order 2017 revision dated 16/09/2020, Class I local suppliers" / "Class-II 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" / "Class-II local supplier" as the case may be. They shall also give details of the location(s) at which the local value addition is made (at pg. no. 34 of technical specification document).</p> <p>Further, the indented items are divisible in nature as per indent and margin of purchase preference shall be 20%.</p>
11	<p>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 organisation contact number and e mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.</p>
12	<p>Bidders to,</p> <ul style="list-style-type: none"> • ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 & Order No. 11/05/2018-Coord. dt. 23/07/2020, if applicable. • ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020. • to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020. <p>Note: Subsequent orders/circulars to be checked and to be complied.</p>

13	<p>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 mentioned in "https://pem.bhel.com/Documents/VendorSection/Vendor/Guidelines.pdf" to take up the inspection REMOTELY.</p> <p>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.</p> <p>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.</p> <p>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.</p>
14	<p>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.</p>
15	<p>Bidders to inform freight /GST percentage for all the items as part of un-priced bid to be submitted along with their Techno-Commercial offer. However, negotiation/RA shall be on Total Evaluation (FOR as per GeM) price only as per GeM logics. Detailed Price Break shall be reverse calculated based on freight/GST percentage furnished by bidder for Order Placement.</p>
16	<p>Bidder has to provide the details as per TECHNICAL PQR (at pg. no. 1 - 2 of 34 of technical specification document) in its offer and has to note that bids of only those bidders shall be evaluated who meet the Technical Pre-Qualifying requirements. Above terms for PQR shall prevail in conflict (if any).</p>
17	<p>For bidders (who are not registered with BHEL-PEM) - For registration in BHEL PEM-Online registration portal is operational, Non-registered Vendors who wish to apply for registration in BHEL-PEM can apply through Online Registration Portal available at www.pem.bhel.com - vendor section - Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration can be uploaded on the website and submit the application for registration. However, registration of suppliers is not mandatory in case of open tender.</p>

18 **Dispatch Markings: -**

Each box shall be marked with Capital Letters in "Red" indicating: Main Supply OR Commissioning spare OR Mandatory Spare for 1X 660 MW SAGARDIGHI TPP EXTENSION UNIT 5, P.O. Manigram, District - Murshidabad, PIN:742237, West Bengal, India Each package/Drum delivered under the Contract shall be marked by Supplier as per details listed below and such marking must be distinct and in English Language (all previous irrelevant markings being carefully obliterated) for purposes of identification.

Each and every box(package) shall be marked with following: -

- 1) Name and address of the consignee.
- 2) Project Reference.
- 3) Name of Supplier
- 4) P.O. reference no. along with package name.
- 5) Packing No. (1/10, 2/10, 3/10 when there are 10 packages for one consignment)
- 6) The Gross weight and net weight of the package.

Besides above necessary, packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURN OVER", "DEEP DRY", "HANDLE WITH CARE", etc.

IMPORTANT

Two copies of respective standard manufacturer's erection instruction /operation manual shall be provided for immediate reference by BHEL site.

The Copy of complete Packing list for the consignment must be put inside the Box/Boxes.

12 copies of supplier's Erection/ Instruction manuals to be given to the BHEL, PEM, PPEI Noida and 3 copies to BHEL, PSER, Sagardighi site within 30 days of dispatch for handing over to Customer/BHEL site.

Items like pumps, Valves, Hoists, Cranes, etc. shall essentially have O&M Manuals and E&C guidelines duly enclosed in the packing box.

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

Mandatory Spares: - Supplies of spares will be separate from main supply and separate manufacturing clearance shall be given for mandatory spares. The Mandatory spares shall be properly packed separately in separate boxes & boxes should be painted in red indicating Mandatory Spares in bold letters and each spare shall be properly tagged giving details i.e. item number of the equipment in line with the WBPDC approved BBU for Mandatory spares & Number per item (to match the description given in the packing slip) to facilitate their proper identification by ultimate customer M/s WBPDC. One Copy of Packing List must be put inside the BOX along with Manufacturing drawing no. reference, Catalogue reference etc.

Note :- MDCC for mandatory Spares shall be issued only after receipt of detailed list of mandatory spares & photographs before final packing clearly showing mandatory spares with due tagging as per packing list (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.

19 **Liquidated Damages :-**

a) **Main Supply & Commissioning Spares :-** 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.

b) **LD on Mandatory spares portion: -**

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 Mandatory Spares contract price excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total Mandatory Spares contract price excluding GST, if the Seller/ Contractor fails to deliver any part of the ordered Mandatory Spares 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.

20 **Risk & Cost Purchase** - As per Annexure V (Risk & Cost purchase), from pg. no. (28 to 31 of 34 of technical specification document.

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

22 In course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective bidders. In case more than one bidder happens to occupy L-1 status even after soliciting discounts, the L1 bidder shall be decided by a toss / draw of lots, in the presence of respective bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding .

23	Terms and conditions mentioned at pg. no. 32 of 34 of technical specification document i.e "Instructions to Packing List (Annexure-II)" is applicable and to be ensured for this package necessarily.
24	Evaluation will be done on L1 (Total cost to BHEL basis, including GST). Incomplete offer or part offer of NIT BOM/BOQ shall be summarily rejected.
25	GeM has the functionality to quote Single Unit Price (FOR) for each item. Bidders to furnish applicable Freight & GST % w.r.t. Ex Works included in Single quoted (FOR) price.
26	Bidder has to provide the details as per TECHNICAL PQR (at pg. no. 1 to 2 of 34 of technical specification document) in its offer and has to note that bids of only those bidder shall be evaluated who meet the Technical Pre-Qualifying requirements'. The terms of technical PQR shall prevail in conflict (if any).
27	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, Dispatch Clearance.
28	<p>a) Bidders to note item description at pg. no. 3 of 34 of technical specification also before quoting.</p> <p>b) Bidders to note that notes mentioned at pg. no. 3 of 34 of technical specification document are also applicable w.r.t. BOQ of this tender.</p> <p>c) While quoting for main supply part, bidder to note item description at sl. No. (1.a) & (1.b) and quantity in column 12 at pg. no. 3 of 34 of technical specification document.</p> <p>d) While quoting for mandatory spares part, bidder to note item description at sl. No. (1.a) & (1.b) and quantity in column 13 at pg. no. 3 of 34 of technical specification document.</p>
29	For this package, pre-bid meeting is envisaged. Interested bidders are requested to contact undersigned for arranging online pre-bid meeting .

6. Generic

After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 15 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 10 days. 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.

7. Inspection

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External

Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

8. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

Disclaimer

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 share 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---