

Bid Document

Bid Details	
Bid End Date/Time	26-12-2022 17:00:00
Bid Opening Date/Time	26-12-2022 17:30:00
Bid Offer Validity (From End Date)	180 (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	5
Item Category	OPA SCS DISCHARGE HEADER , ECW SUPPLY HDR FLOW , ECW FGD RETURN HEADER , START UP COMMISSIONING SPARES , CALIBRATION CHARGES
BOQ Title	BOQ FOR FLOE ELEMENT ORIFICE
Years of Past Experience Required for same/similar service	3 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Past Performance,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance	80 %
Bid to RA enabled	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Type of Bid	Two Packet Bid
Primary product category	OPA SCS DISCHARGE HEADER
Time allowed for Technical Clarifications during technical evaluation	7 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

Required	No
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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	ISHA RAWAT
Designation of Competent Authority	MGR
Office / Department / Division of Competent Authority	BHEL PEM NOIDA
CA Approval Number	NA
Competent Authority Approval Date	16-12-2022
Brief Description of the Approval Granted by Competent Authority	IT HAS THE APPROVAL OF COMPETENT AUTHORITY AS SUCH MSE PREFERENCE IS NOT GIVEN

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

MII Purchase Preference

MII Purchase Preference	No
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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. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
3. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 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.

4. 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.

OPA SCS DISCHARGE HEADER

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sunil Kumar	441104,BHEL SITE OFFICE 2x500 MW,NTPC Mouda FGD Project, Dist. Nagpur (M.S.) - 441104	1	999

ECW SUPPLY HDR FLOW

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sunil Kumar	441104,BHEL SITE OFFICE 2x500 MW,NTPC Mouda FGD Project, Dist. Nagpur (M.S.) - 441104	1	999

ECW FGD RETURN HEADER

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sunil Kumar	441104,BHEL SITE OFFICE 2x500 MW,NTPC Mouda FGD Project, Dist. Nagpur (M.S.) - 441104	1	999

START UP COMMISSIONING SPARES

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sunil Kumar	441104,BHEL SITE OFFICE 2x500 MW,NTPC Mouda FGD Project, Dist. Nagpur (M.S.) - 441104	1	999

CALIBRATION CHARGES

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sunil Kumar	441104,BHEL SITE OFFICE 2x500 MW,NTPC Mouda FGD Project, Dist. Nagpur (M.S.) - 441104	1	999

Buyer Added Bid Specific Terms and Conditions

1. 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.

2. 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): At vendor's works
Post Receipt Inspection at consignee site before acceptance of stores: na

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

BUYER SPECIFIC ATC

GeM BID NUMBER: GEM/2022/B/2868271

PACKAGE: FLOW ELEMENT ORIFICE

PROJECT: 2x500 MW MAUDA STAGE-I FGD

1. **Only Class-1 Local suppliers are eligible to bid for subject GeM tender / bid. Minimum Local Content required for qualifying a bidder as "Class I Local Supplier is 70".**
2. Performance Security amount i.e. CPBG is Not Applicable for this tender.
3. **Payment Terms:** Payments shall be made to the Seller within following no. of 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 Cl. No. 12 of GeM GTC): -
 - i) 45 days for seller qualified and registered as Micro or Small Enterprises as per MSMED Act
 - ii) 60 days for seller qualified and registered as Medium Enterprises as per MSMED Act
 - iii) 90 days for Non-MSMESupplier has to provide Tax invoice, Packing List, LR/RR, CRAC, Insurance intimation, Guarantee Certificate, E-way bill (as applicable) for payment. Provision of offline payment in GeM shall be utilized.
4. **Terms of Delivery:** Terms of delivery shall be F.O.R. dispatch station. All dispatches shall be through Road Carriers on Freight Pre-Paid basis. Road Permit / E-way Bill if required will be arranged by Supplier. Transit insurance shall be in the scope of supplier as per GeM. However, unloading of items at delivery point shall be in the scope of BHEL. Bidder to quote prices accordingly.
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 with a copy to BHEL.

5. **Delivery Period:** Delivery period for sake of GeM bid shall be chosen as 999 days (maximum allowable delivery time) from PO date. However, this period shall not be considered for Delivery and Delay analysis purpose.

Delivery Schedule for Delivery and delay analysis (LD) purpose shall be as follows: -

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

List of primary and secondary drawing/ documents applicable for supply of subject package and projects shall be as below.

- 1) DATA SHEET, CALCULATION, BOQ/BOM & GA DRAWING for Flow Element Orifices -Primary
- 2) QAP for Flow Element Orifices -Primary
- 3) O&M MANUAL for Flow Element Orifices -Secondary

Drg submission schedule: For Primary documents: R-0 within 14 days from PO & subsequent revisions incorporating all the BHEL comments within 10 days of comments received from BHEL. BHEL shall furnish comments / approval on each submission within 18 days from receipt.

For Secondary documents: within 30 days of issuance of MDCC.

Further, following to be noted: -

- a) Vendor to start manufacturing activities only after obtaining specific manufacturing clearance from BHEL Purchase group.
- b) 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".
- c) The end period specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.
- d) The delivery conditions specified are for contractual LD purposes, however, BHEL may ask for early deliveries without any compensation thereof.
- e) Wherever schedule of drawings / documents submission / re-submission is stipulated in the Technical Specifications, same shall be superseded by delivery specified in NIT.

6. **Liquidated Damage:** Following LD clause shall be applicable -

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 ($\frac{1}{2}$) percent and applicable GST thereon, of the total main supply contract price excluding GST per week or part thereof, subject to a maximum of ten(10) percent of the total main supply contract price 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.
- 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.

Above LD clause shall prevail over the LD clause of GeM GTC.

7. **Guarantee Terms:** As per Cl. No. 10 of GTC on GeM for the bid. However, Guarantee & Warranty time period shall be 18 months from the date of last supply in the contract.
8. **Quantity Variation:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 10 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 10% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
9. **Any other special major condition:**
 - (i) Bidders to provide detailed break-up of quoted prices in Ex-works, freight & Tax components.
 - (ii) Bidders to submit applicable Freight % & GST % included in their prices during tender clarification stage.
 - (iii) Packing Instructions and other parameters, if any, shall be as per Technical Specification.
10. This is a conditional tender enquiry. Financial bid opening (Part-II) of a bidder shall be subjected to the following:
 - i) Techno-Commercial evaluation by BHEL.
 - ii) Qualification of Technical PQR
 - iii) Offered item should mandatorily conform to PP-MII order provisions.
 - iv) The vendors proposed shall be accepted based on Main Contractor's (i.e. BHEL) certification regarding past experience with the vendor for supply of similar items. The certification to be submitted to NTPC, before placing the order on the vendor. In case, proposed vendors for such items are not having past experience with Main Contractor (i.e BHEL), these vendors shall be assessed by the Main Contractor (i.e BHEL) for their capability, and the assessment report shall be submitted to NTPC for reference & record, before placing order on the vendor.
For vendor assessment (if applicable), bidder to submit NTPC SUB-SUPPLIER QUESTIONNAIRE along with the supportive documents against details furnished therein (signed & stamped on each page).
11. **Evaluation shall be on the basis of total all inclusive, landed price at consignee's destination (refer Cl. No. 6 of GTC of GeM).**
 12. This item / package / system falls under the list of items defined in para 3 of ministry of finance guideline dt. 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations & Equipment etc.) & hence criteria of prior experience/Turnover shall be same for all the bidders including start-up/MSME.
 13. Provision of offline payment in GeM shall be utilized.
 14. 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 dt. 16.09.2020 & Ministry of Power Order no. A-1/2021-FSC-Part (5) dated 16.11.2021.
 15. Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQI qualification should have verifiable details of document / certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and email Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.
 16. Bidders to,
 - ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 & Order No. 11/05/2018-Coord. dt. 23/07/2020, if applicable.
 - ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.
 - to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.

Note: Subsequent orders/circulars to be checked and to be complied.

17. Due to COVID-19 pandemic condition prevailing in the country, BHEL-PEM may go for Remote Inspection of Offered items, if required. Vendors are requested to be equipped with the facilities/gadgets as indicated in the guidelines to take up the inspection REMOTELY.

Link for Remote Inspection Guidelines :

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

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

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

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

18. 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.
19. Bidder has to provide the details as per TECHNICAL PQR (part of Technical Specification) 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).
20. 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.
21. Following ATC available in GEM shall also be applicable : -
- 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.
 - Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable rate (whichever is lower), subject to the maximum of quoted GST %.
 - 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.
 - 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.
 - 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.

22. **DEFAULT/ BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE:**

In case of delays (beyond the maximum late delivery period as per LD clause) in supplies, or if there be defective supplies or non-fulfilment of any other terms and conditions of the Contract as enumerated subsequently in this clause, then, without prejudice to its right to recover any expenses losses or damages to which the Buyer may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract or to suspend business dealings with the Seller/Contractor in terms of the Buyers' Guidelines for Suspension of Business Dealings as applicable from time to time, the Buyer shall also be entitled to cancel the Order/ Contract either in whole or portion thereof without compensation to Seller. On the occurrence of any of the acts/omissions mentioned below, the Buyer may if it so desires, procure upon such terms and in such manner as deemed appropriate, plant / equipment / stores not so delivered or others of similar description where plant / equipment / stores exactly complying with particulars are not, in the opinion of the Buyer (which shall be final), readily procurable, at the risk and cost of the Seller.

The Seller shall be liable to the Buyer for any excess costs incurred thereof and the Seller shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller shall on no account be entitled to any gain on such re-purchases. If the Bidder does not agree to this Risk Purchase clause, BHEL reserves the right to reject the bid/offer of the Bidder. The order/contract may be cancelled in whole or part thereof and Risk & Cost Clause in line with terms and conditions of PO/Contract may be invoked by the Buyer in any of the following cases:

- i) If the Seller/Contractor fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or the seller's poor progress of the supply/service vis-à-vis delivery/execution timeline as stipulated in the contract, backlog attributable to the Seller including unexecuted portion of supply does not appear to be executable within balance period available.
- ii) Delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications/execution methodology.
- iii) Withdrawal from or repudiation/abandonment of the supply/services by the Seller before completion as per contract or if the Seller refuses or is unable to supply goods or material covered by the order/Contract either in whole or in part or otherwise fails to perform the Order/Contract.
- iv) Non supply by the Seller within scheduled completion/delivery period as per contract or as extended from time to time for reasons attributable to the Seller.
- v) Termination of Contract on account of any other reason(s) attributable to the Seller.
- vi) Assignment, transfer, subletting of contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vii) If the Seller be an individual or a Sole Proprietorship, in the event of death or insanity of the Seller.
- viii) If the Seller/Contractor being an individual or if a partnership firm thereof, shall at any time be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolves under the Partnership Act.
- ix) If the Seller/Contractor being a Company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager.
- x) Non- Compliance to any contractual condition or any other default attributable to the Seller.

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

23. **Risk & Cost Amount against Balance Work** To 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 time of 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).

24. **Balance scope of work (in case of termination of contract)** Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as 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 issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute / extra items whose rates have already been approved would form part of contract quantities for this purpose.

Substitute / extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with 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, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

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25. **LD against delay in executed work in case of Termination of Contract:** LD against delay in executed work shall be calculated in line NIT terms & conditions, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as 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 the period 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 and 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.

26. **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 Seller on 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.

27. 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 shall be applicable.

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

Ref.....
Date.....

To,
Bharat Heavy Electricals Limited
PS-PEM, PPEI Building,
Plot No. 25, Sector -16A,
Noida (U.P.) - 201301

Subject: -Certification regarding local content

Reference: Tender Enquiry No.- **GeM Bid no. GEM/2022/B/2868271**

Name of Package: **FLOW ELEMENT ORIFICE**

Dear Sir,

We hereby certify that items offered by us for **FLOW ELEMENT ORIFICE** meets the requirement of minimum local content in line **GeM Bid no. GEM/2022/B/2868271 dt. 16/12/2022** and the Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020 & 16.09.2020.

Local Content -%

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

Yours very truly

.....(authorized signatory of company)

.....(firm name)

Letter head of Company

Ref.....

Date.....

MODEL CERTIFICATE

Reference: Tender Enquiry Ref- **GeM Bid no. GEM/2022/B/2868271 dt. 16/12/2022**

Name of Package: **FLOW ELEMENT ORIFICE**

Yours very truly

.....(authorized signatory of company)

.....(firm name)

Company's Seal/stamp

Letter head of Company

Ref.....

Date.....

Reference: Tender Enquiry Ref- **GeM Bid no. GEM/2022/B/..... dt. /...../2022**

Name of Package: **FLOW ELEMENT ORIFICE**

NO COMMERCIAL DEVIATION

Yours very truly

.....(authorized signatory of company)

.....(firm name)

Company's Seal/stamp

Letter head of Company

Ref.....

Date.....

Reference: Tender Enquiry Ref- **GeM Bid no. GEM/2022/B/.....dt. 08/08/2022**

Name of Package: **FLOW ELEMENT ORIFICE**

NO TECHNICAL DEVIATION

Yours very truly

.....(authorized signatory of company)

.....(firm name)

6. Buyer Added Bid Specific ATC

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

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby 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 specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, 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---