

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 27-03-2023 14:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 27-03-2023 14:30:00 |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से) | 180 (Days) |
| Ministry/State Name/मंत्रालय/राज्य का नाम | Ministry Of Heavy Industries And Public Enterprises |
| Department Name/विभाग का नाम | Department Of Heavy Industry |
| Organisation Name/संगठन का नाम | Bharat Heavy Electricals Limited (bhel) |
| Office Name/कार्यालय का नाम | Da Bhel |
| Total Quantity/कुल मात्रा | 2 |
| Item Category/मद केटगरी | Main Supply of Fire Sealing System Type-A (Q3) , Erection and Commissioning of Fire Sealing in North Karanpura TPP (Q3) |
| OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का) | 86 Lakh (s) |
| MSE Exemption for Years of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover | No |
| Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover | No |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़ | Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,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/विगत प्रदर्शन | 80 % |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया | Yes |
| RA Qualification Rule | H1-Highest Priced Bid Elimination |

| Bid Details/बिड विवरण | |
|----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Type of Bid/बिड का प्रकार | Two Packet Bid |
| Primary product category | Main Supply of Fire Sealing System Type-A |
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 5 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/मूल्यांकन पद्धति | Total value wise evaluation |

EMD Detail/ईएमडी विवरण

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| Required | No |
|----------|----|

ePBG Detail/ईपीबीजी विवरण

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|------------------------------------------------------------------------|---------------------|
| Advisory Bank | State Bank of India |
| ePBG Percentage(%) / ईपीबीजी प्रतिशत (%) | 3.00 |
| Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने). | 24 |

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

manager
DA BHEL, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Arjun Srivastava)

Splitting/विभाजन

Bid splitting not applied.

MSE Purchase Preference/एमएसई खरीद वरीयता

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|-------------------------------------------|----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | No |
|-------------------------------------------|----|

Details of the Competent Authority for MSE

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|-----------------------------|---------------|
| Name of Competent Authority | RAJEEV TIVARI |
|-----------------------------|---------------|

| | |
|------------------------------------------------------------------|--------------------------------------------------------------------|
| Designation of Competent Authority | AGM |
| Office / Department / Division of Competent Authority | BHEL PEM NOIDA |
| CA Approval Number | MOP |
| Competent Authority Approval Date | 15-03-2023 |
| Brief Description of the Approval Granted by Competent Authority | MOP has been approved by competent authority to float this enquiry |

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

MII Purchase Preference/एमआईआई खरीद वरीयता

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|--------------------------------------------|-----|
| MII Purchase Preference/एमआईआई खरीद वरीयता | Yes |
|--------------------------------------------|-----|

1. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. 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.

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 all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

Main Supply Of Fire Sealing System Type-A (1 square meter)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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|-----------------------------|-----------|
| Brand Type/ब्रांड का प्रकार | Unbranded |
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Technical Specifications/तकनीकी विशिष्टियाँ

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|-----------------------------------------------------------|--------------------------|
| Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़ | Download |
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------------------|
| 1 | Mridul Kumar Taisum | 825321,BHEL SITE OFFICE, Construction Manager, BHEL 3X660 MW NORTH KARANPURA STPP (NTPC), BHEL site office, Tandwa, Dist. - Chatra, Jharkhand, Pin - 825321 | 1 | 730 |

Erection And Commissioning Of Fire Sealing In North Karanpura TPP (1 square meter)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

| | |
|-----------------------------|-----------|
| Brand Type/ब्रांड का प्रकार | Unbranded |
|-----------------------------|-----------|

Technical Specifications/तकनीकी विशिष्टियाँ

| | |
|-----------------------------------------------------------|--------------------------|
| Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़ | Download |
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------|-----------------|------------------------------|
| 1 | Mridul Kumar Taisum | 825321,3 X 660 MW, NORTH KARANPURA SUPER THERMAL POWER PROJECT NTPC, TANDWA, DIST CHATRA, JHARKHAND | 1 | 730 |

Buyer Consignee Mapping

| S.No./क्र.सं. | Ministry | Organization | Department | Buyer Name | Designation | Consignee Name |
|---------------|-----------------------------------------------------|-----------------------------------------|------------------------------|------------------|-------------|---------------------|
| 1 | Ministry of Heavy Industries and Public Enterprises | Bharat Heavy Electricals Limited (BHEL) | Department of Heavy Industry | Dy Manager5 | Arjun | Mridul Kumar Taisum |
| 2 | Ministry of Heavy Industries and Public Enterprises | Bharat Heavy Electricals Limited (BHEL) | Department of Heavy Industry | MANAGER PURCHASE | Rajendra | Mridul Kumar Taisum |

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

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. 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 7 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.

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. 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):

BHEL Nominated TPIA

Post Receipt Inspection at consignee site before acceptance of stores:
BHEL Nominated TPIA

5. 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.

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

BUYER SPECIFIC ATC

PACKAGE: FIRE SEALING SYSTEM (TYPE-A)

PROJECT: 3x660 MW NTPC NORTH KARANPURA STPP

Note: - Technical Specification, Technical PQR, Financial PQR and BOQ are uploaded against the above GeM Bid Number. Bidders are requested to visit GeM portal for this tender enquiry and go through the tender documents to submit their offer.

1. Class-I Local supplier and Class-II Local supplier are eligible to participate in the subject tender.

2. Performance Security amount i.e. CPBG is 3% of contract value for this tender.

3. Payment Terms:

(a) Main Supply (Including Commissioning Spares) As per clause no. 12 (i) of GTC on GeM. 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-MSME

Supplier 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.

(b) Erection & Commissioning (E&C)

- i. Eighty percent (80%) payment on pro-rata basis for the work completed, as per approved billing schedule, shall be released by Site authorities/ Region on submission of protocols duly signed by BHEL Site/ Owner.
- ii. Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful commissioning of the complete system/ package.
- iii. Last Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful completion of PG/ Demonstration test(s) and handing over system/ package to the Customer/BHEL, as applicable.

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 730 days from PO date. However, this period shall not be considered for Delivery and Delay analysis purpose.

For Delivery and delay analysis purpose, delivery schedule mentioned below shall be considered: -

Delivery schedule: (a) Main Supply Including Commissioning Spares : Refer Annexure-I enclosed in Buyer ATC.

Delivery completion for PO Quantity shall be "120" days from PO date. Supplier to complete the package engineering in time and get the applicable engineering Drgs. /docs approved from BHEL/End Customer before start of manufacturing and supply. BHEL shall furnish comments / approval on each submission / re-submission of drawing/documents within 18 days from receipt of same.

Subsequent Lots, if any (released within validity of contract under Qty. var. clause): Supply within "90 days from the date of Quantity clearance by BHEL.

List of primary and secondary drawing/ documents, Drg submission schedule applicable for supply of subject package and projects shall be as per Annexure-I of Buyer Specific ATC.

(b) **Erection & Commissioning (E&C):** Vendor to complete E&C within 3 months from release of front end by BHEL site. Site front availability will be reckoned as "date when site inform for mobilization of manpower and resources.

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

For Turnkey packages (Supply and E&C in vendor scope)- 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, of the total contract price (main supply and E&C) excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total contract price (main supply and E&C) excluding GST, if E&C completion of the package is delayed beyond the contractual completion date or extension thereof as per the period stipulated in the Order/ Contract. Liquidated Damages will not be withheld from supply payment for delay in supply.

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 is 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 & Warrantee 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 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.

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) Qualification of Financial PQR
- iv) Offered item should mandatorily conform to PP-MII order provisions.
- v) **Approval of bidder by Customer:** - Vendor approval shall be taken up by BHEL with the end customer

based on the credentials / reference list. Hence, Bidders are requested to submit the following (as

part of their credentials) on or before Part-I opening

- NTPC's Main & Sub-supplier questionnaire (enclosed with enquiry) and submit all the supportive documents against details furnished therein (signed & stamped on each page).

Pre-Qualifying Requirements: - Bids of only those bidders shall be evaluated who meet the Technical & financial pre-qualifying requirements.

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. Prices shall be firm till execution of contract. Bidder has to quote total price on GeM in line with total prices quoted in attached price format/BoQ. Break up of total price shall be provided by the bidder as per the provided price format/BoQ. Bidder has to ensure total price as per format/BoQ and on GeM shall be same. Bidder to upload the price format/BoQ in the price bid. Bidders to note that in case discrepancy is observed between total price quoted on GeM and price break up, total price quoted on GeM shall prevail and break up shall be corrected accordingly.

Total Erection & Commissioning charges (excluding GST) should be minimum 20% of the total quoted price of main equipment supply (including freight & excluding GST) and erection & commissioning (excluding GST), failing which the break-up of prices shall be adjusted accordingly for ordering.

13. 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.

14. Provision of offline payment in GeM shall be utilized.

15. **CIF is available for 3x660 MW NTPC NORTH KARANPURA STPP project. Bidders to indicate the Import contents i.e. list of the item, Currency of Import and Country of Import including CIF value in their bids/offers. The benefits availed in Concessional Customs Duty must be passed on to BHEL in their bids/offers.**

16. For NORTH KARANPURA STPP project, bidders to note that Demurrage/detention charges, if any, claimed by the transporter shall be paid by the Supplier/vendor. The Supplier/vendor agrees that BHEL shall not be liable for any such charges in any case whatsoever. No such claim shall be entertained by BHEL for demurrage/detention charges. - No claim on a/c of delay in unloading before this period shall be entertained' to- BHEL shall not be liable for any delay in unloading of the material and no claim in this regard shall be entertained by BHEL.
17. 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 terms 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.
18. 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 email Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.
19. 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.
20. 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 logistics arrangements.
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. 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).
23. 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.
24. A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - a) they have controlling partner (s) in common;' or
 - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - c) they have the same legal representative/agent for purposes of this bid; or
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid, or
 - f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/foreign agent on behalf of only one principal,'or
 - g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or
 - h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.
25. Following ATC available in GEM shall also be applicable : -
 - i. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
 - ii. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
 - iii. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. 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.
 - iv. 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.
 - v. 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.

26. 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 are 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/services 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 materials 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 dissolved under the Partnership Act.
- ix) If the Seller/Contractor being a Company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances 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.

27. 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

t 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).

28. **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.

-

29. **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.

30. **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.

31. 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/.....**

Name of Package: **FIRE SEALING SYSTEM (TYPE-A)**

Dear Sir,

We hereby certify that items offered by us for **FIRE SEALING SYSTEM (TYPE-A)** meets the requirement of minimum local content in line **GeM Bid no. GEM/2022/B/..... dt 16/03/2023** 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/..... dt. 16/03/2023**

Name of Package:

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country and is eligible to be considered.

Yours very truly

.....(authorized signatory of company)

.....(firm name)

Company's Seal/stamp

****Strike off non-applicable text**

Letter head of Company

Ref.....
.....

Date...

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

Subject: -CIF Content (if applicable)

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

Name of Package: **FIRE SEALING SYSTEM (TYPE-A)**

Dear Sir,

We confirm that for subject tender, **CIF quoted value is = %age of Total quoted Ex works value (Main supply).**

Country of Import =

Currency of Import =

Yours very truly

.....(authorized signatory of company)

.....(firm name)

Letter head of Company

Ref.....
.....

Date...

Reference: Tender Enquiry Ref- **GeM Bid no. GEM/2022/B/..... dt. 16/03/2023**

Name of Package: **FIRE SEALING SYSTEM (TYPE-A)**

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. 16/03/2023**

Name of Package: **FIRE SEALING SYSTEM (TYPE-A)**

NO TECHNICAL DEVIATION

Yours very truly

.....(authorized signatory of company)

.....(firm name)
Company's Seal/stamp

7. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

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/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---