

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-04-2023 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-04-2023 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (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	10340020-tbg, Noida
Total Quantity/कुल मात्रा	214
Item Category/मद केटगरी	ERSAMA, PARADEEP Ss- SUPPLY- SURGE ARRESTOR - 10KA NOMINAL DISCHARGE, 31MMorKV CREEPAGE, 216KV SINGLE PHASE, GAPLESS -ZNO SURGE ARRESTER COMPLETE WITH ALL ACCESSORIES AS PER TECHNICAL SPECIFICATION , ERSAMA, PARADEEP Ss- SUPPLY- SURGE ARRESTOR - 10KA NOMINAL DISCHARGE, 31MMorKV CREEPAGE, 30KV SINGLE PHASE, GAPLESS -ZNO SURGE ARRESTER COMPLETE WITH ALL ACCESSORIES AS PER TECHNICAL SPECIFICATION , ERSAMA, PARADEEP Ss- SUPPLY- SURGE ARRESTOR - 216KV TERMINAL CONNECTOR SUITABLE FOR TWIN ACSR MOOSE CONDUCTOR , ERSAMA, PARADEEP Ss- SUPPLY- SURGE ARRESTOR - 30KV TERMINAL CONNECTOR SUITABLE FOR ACSR MOOSE , ERSAMA, PARADEEP Ss- SUPPLY- SURGE ARRESTOR - INSULATED COPPER RODor STRIP CONNECTING SURGE ARRESTOR TO SURGE COUNTER , DUBURI Ss--SUPPLY- SURGE ARRESTOR - 10KA NOMINAL DISCHARGE, 25MMorKV CREEPAGE, 120KV SINGLE PHASE, GAPLESS -ZNO SURGE ARRESTER COMPLETE WITH ALL ACCESSORIES AS PER TECHNICAL SPECIFICATION , DUBURI Ss SUPPLY- SURGE ARRESTOR - 120KV TERMINAL CONNECTOR SUITABLE FOR ACSR MOOSE , DUBURI Ss SUPPLY- SURGE ARRESTOR - INSULATED COPPER RODor STRIP CONNECTING SURGE ARRESTOR TO SURGE COUNTER
BOQ Title/बीओक्यू शीर्षक	Procurement of 216Kv 120Kv and 30Kv Lightning Arrestor for ERSAMA and Duburi PROJECT
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Certificate (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/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	ERSAMA, PARADEEP Ss- SUPPLY- SURGE ARRESTOR - 10KA NOMINAL DISCHARGE, 31MMorKV CREEPAGE, 216KV SINGLE PHASE, GAPLESS -ZNO SURGE ARRESTER COMPLETE WITH ALL ACCESSORIES AS PER TECHNICAL SPECIFICATION
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 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

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	36

(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 :

SDGM
10340020-TBG, Noida, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Suparna Sivakumar)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

Reserved for Make In India products

Reserved for Make In India products	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY.
3. 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.
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.

ERSAMA, PARADEEP Ss- SUPPLY- SURGE ARRESTOR - 10KA NOMINAL DISCHARGE, 31MMorKV CREEPAGE, 216KV SINGLE PHASE, GAPLESS -ZNO SURGE ARRESTER COMPLETE WITH ALL ACCESSORIES AS PER TECHNICAL SPECIFICATION

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

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

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/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	Saurabh Rana	754139, GIS Substation at ERSAMA Paradeep	18	154

ERSAMA, PARADEEP Ss- SUPPLY- SURGE ARRESTOR - 10KA NOMINAL DISCHARGE, 31MMorKV CREEPAGE, 30KV SINGLE PHASE, GAPLESS -ZNO SURGE ARRESTER COMPLETE WITH ALL ACCESSORIES AS PER TECHNICAL SPECIFICATION

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

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

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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Saurabh Rana	754139, GIS Substation at ERSAMA Paradeep	12	154

ERSAMA, PARADEEP Ss- SUPPLY- SURGE ARRESTOR - 216KV TERMINAL CONNECTOR SUITABLE FOR TWIN ACSR MOOSE CONDUCTOR

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

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

Specification Document	View File
BOQ Detail Document	View File

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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Saurabh Rana	754139, GIS Substation at ERSAMA Paradeep	18	154

ERSAMA, PARADEEP Ss- SUPPLY- SURGE ARRESTOR - 30KV TERMINAL CONNECTOR SUITABLE FOR ACSR MOOSE

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

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

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/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	Saurabh Rana	754139, GIS Substation at ERSAMA Paradeep	12	154

ERSAMA, PARADEEP Ss- SUPPLY- SURGE ARRESTOR - INSULATED COPPER ROD or STRIP CONNECTING SURGE ARRESTER TO SURGE COUNTER

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

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

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/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	Saurabh Rana	754139, GIS Substation at ERSAMA Paradeep	140	154

DUBURI Ss--SUPPLY- SURGE ARRESTOR - 10KA NOMINAL DISCHARGE, 25MM or KV CREEPAGE, 120KV SINGLE PHASE, GAPLESS -ZNO SURGE ARRESTER COMPLETE WITH ALL ACCESSORIES AS PER TECHNICAL SPECIFICATION

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

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

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/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	Prasun Bhattacharjee	755026, New Duburi 400 kv sub station Duburi, Dist - Jajpur Odisha - 755026	2	154

DUBURI Ss SUPPLY- SURGE ARRESTOR - 120KV TERMINAL CONNECTOR SUITABLE FOR ACSR MOOSE

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

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

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/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Prasun Bhattacharjee	755026, New Duburi 400 kv sub station Duburi, Dist - Jajpur Odisha - 755026	2	154

DUBURI Ss SUPPLY- SURGE ARRESTOR - INSULATED COPPER ROD or STRIP CONNECTING SURGE ARRESTER TO SURGE COUNTER

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

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

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/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Prasun Bhattacharjee	755026, New Duburi 400 kv sub station Duburi, Dist - Jajpur Odisha - 755026	10	154

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 7 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**

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.

4. **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.

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. For any technical clarification, please contact Mr. Nishant Singh, Manager (TBEM); Contact No. 0120-6748515; e-mail: nishant.singh@bhel.in
2. For any commercial clarification, please contact Mr. Prateek Kumar, Manager (TBMM); Contact No. 0120- 6748480; e-mail: pkp@bhel.in
1. **Technical PQR** – As per technical PQR documents of technical specification TB-420-316-005B.
2. **Destination / Delivery Location:** Consignee details as per GEM contract:
 - a. **400/220/132kV GIS Substation at OPTCL ERSAMA, PARADEEP Ss**
 - b. **400kV AIS substation at New Duburi Ss**
3. **Vendor Approval-** Bidder's offer will be considered for evaluation based on PQR, Technical and other commercial documents submitted along with bid. Below documents must be submitted along with offer
 - a. Performance certificate
 - b. Supply experience
 - c. ISO certificate
 - d. Balance sheet (last 3 years)
 - e. Any other documents, as required by customer

Please note that this is not exhaustive list of documents, additional documents apart from above can be demanded for arranging customer approval.

Bidder's offer will be acceptable subject to final acceptance of vendor by ultimate customer as approved supplier.

3. Vendor to furnish "Quoted/Not Quoted" in unpriced bid given in Annexure-1.

4. Delivery Requirement: Jul-2023. However, vendor to dispatch the material as per delivery plan mentioned in ACTIVITY SCHEDULE to meet the project requirement. In case, BHEL's delivery requirement is not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in line with BHEL's delivery requirement. However, if vendor fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such vendor(s).

Tentatively Break up of delivery period: (Delay analysis for cases of delivery extension if required, shall be governed as per below schedule)-

SL.	ACTIVITY	ACTIVITY TIME IN WEEKS
1.	Input by BHEL from PO (In scope of BHEL)	01
2.	Submission of documents necessary for getting manufacturing clearance like Drawings, data sheet etc. from input by BHEL (In scope of vendor)	03
3.	Review and Approval of documents and issue of manufacturing clearance (In scope of BHEL)	02
4.	Manufacturing Time & inspection call (In scope of vendor)	12
5.	Inspection (In scope of BHEL)	01
6.	Issue of MICC (In scope of BHEL)	01
7.	Dispatch and receipt at site (In scope of vendor)	02

Note - 1 - Supplier to ensure every revised drawing/ document submission incorporating comments within 1 weeks from the date of comments by BHEL, else vendor delay shall be deducted from manufacturing time.

Deviation sheet to be filled by bidder:

Sl. No.	Description	Vendor to mention as NIL deviation	Remarks if any
1.	Schedule of Commercial Deviation, if any (All terms and conditions shall be as per GeM except as mentioned above)	- NIL deviation-	
2.	Schedule of Technical Deviation, if any (Against Technical Specification)	- NIL deviation-	

5. **Reverse Auction - Bid to RA is applicable.**

6. **Prices:** The quoted prices shall be on Firm basis. Price to be quoted as inclusive of GST. i.e. Ex-Works (Supply+ F&I) + GST on FOR destination basis. Unloading and Storage at site is not in the scope of bidder. Bidders to quote price accordingly.

7. **Inspection:** To be inspected by Customer/ BHEL/ TPIA as per approved QAP. Complete inspection cost (boarding, lodging etc.) to be borne by the bidder. For further details, please refer Annexure-V.

8. **Payment Terms:** Payment due date shall be as per GEM.

Supply Payment- 100% of payment within 90 days (45 days for MSE-Micro & small and 60days for MSME-Medium) from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows. Supplier has to provide the following documents for processing of bills:

- a) LR / GR duly endorsed by BHEL Site Official.
- b) Material Receipt Certificate issued by BHEL Site Official/ CRAC.
- c) GST Compliant Tax Invoice
- d) Packing List (Case-wise)
- e) Copy of Transit Insurance Certificate from underwriters.
- f) Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management
- g) Guarantee Certificate
- h) Copy of Performance Bank Guarantee (PBG)

Notes:

- (a) It should be ensured that Tax Invoice complies with statutory requirements under GST law to enable BHEL to avail Input Tax Credit.
- (b) Payment of GST component shall be made only if vendor has deposited the Tax and credit for the same is reflected in GSTN (GST Network)
- (c) Copy of GST Registration Certificate(s) shall also be attached with Tax Invoice

9. **Local content** - For this procurement, the local content to categorize a supplier as 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 04.06.2020, 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.

“This tender is not a global tender and only class-I suppliers as defined under the DPIIT order no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 are eligible to bid in this tender. **Bids received from Class-II & Non-Local supplier shall be rejected.**”

10. Bidder to comply the below clause and submit the certification in their letter head. Non-compliance/ Non-submission of certification will lead to rejection of Offer.

- i. Compliance to GOI Order for restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017 (enclosed in Annexure-II)

- ii. MOP circular dated 02-07-2020 (Annexure-III)
- iii. Make in India Format as Annexure-IV

11. **GUARANTEE:**

The contractor shall guarantee that the equipment being supplied under this contract shall be new and of first quality workmanship and equipment / material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design & engineering, material, workmanship & manufacture and in full conformity with the Purchase Order / Contract, Technical Specifications & approved drawings / data sheets, if any, for 18 calendar months from the date of last delivery or Twelve (12) months from the date of commissioning, whichever is later. commissioning date is 03 December 2024.

The defective equipment / material / component shall be replaced free of cost at site. Freight & Insurance during transit shall also be in the scope of the supplier / contractor. Any expenditure for dismantling and re-erection of the replaced equipment / material / component shall be to supplier's / contractor's account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days from the date of reporting the defect / rejection etc.

In the event of the supplier / contractor failing to replace the defective equipment / material / component within the time period mentioned above, BHEL may proceed to undertake the replacement of such defective equipment / material / component at the risk and cost of the supplier / contractor without prejudice to any other rights under the contract and recover the same from PBG / other dues of this Purchase Order / Contract or any other Purchase Order / Contract executed by the supplier / contractor.

12. **Performance Bank Guarantee:** In addition to GeM GTC clause, following terms and condition shall be applicable:

Supplier shall arrange to submit Performance BG for 5% of total contract value along with first invoice. Performance BG shall be valid till guarantee period with claim period of 3 months extra over and above.

"Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms and conditions defined in NIT / Contract, from the bills along with due interest."

13. **Liquidation Damage-** As per GeM GTC, If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

However, Liquidated Damage on delayed delivery shall be calculated separately for Main Supply & for Erection Testing & Commissioning].

14. **RISK PURCHASE**

1.1. In case the Supplier / Contractor fails to supply or fails to comply with terms & conditions of the Purchase Order / Contract or delivers equipment / material not of the contracted quality or fails to adhere to the contract specifications or fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery / completion period to justify that supplies shall be inordinately delayed beyond contractual delivery / completion period, BHEL reserve the right to cancel the Purchase Order / Contract either in whole or in part thereof without compensation to Supplier / Contractor and if BHEL so desires, may procure such equipment / material / items not delivered or others of similar description where equipment / material / items exactly complying with particulars are not readily procurable in

the opinion of BHEL which is final and in such manner as deemed appropriate, at the risk and cost of the Supplier / Contractor and the Supplier / Contractor shall be liable to BHEL for any excess cost to BHEL. However, the Supplier / Contractor shall continue execution of the Purchase Order / Contract to the extent not cancelled under the provisions of this clause.

1.2. Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:

- i) Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period considering its performance of execution.
- ii) Withdrawal from or abandonment of the work by contractor/supplier before completion as per contract.
- iii) Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- iv) Termination of Contract on account of any other reason(s) attributable to Contractor/ Supplier.
- v) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vi) Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

1.3. Risk and Cost amount against Balance Work:

In case Risk & Cost is invoked, the amount of Risk & Cost against balance work shall be calculated as under:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Works/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5 (five)

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

***(Balance scope of work/ supply)**

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 / Supply 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, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

1.4 LD against delay in executed work/supply in case of Termination of Contract

LD against delay in executed Work /Supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor/ supplier. For this purpose, contract value shall be taken as Executable Value of work/supply for the purpose of limiting maximum LD value.

Method for calculation of "LD against delay in executed Work/ supply" 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/ supplier = T1
- ii) Let the value of executed work/ supply till the time of termination of contract = X
- iii) Let the Total Executable Value of work/ supply for which inputs/fronTS were made available to contractor/ supplier and were planned for execution till termination of contract = Y
- iv) Delay in executed work/ supply attributable to contractor/supplier i.e. $T2 = (1 - X/Y) \times T1$
- v) LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier.

Note: In case portion of service/ supply is withdrawn, no LD shall be applicable for portion of service/ supply withdrawn.

1.5. Recovery from Supplier

Any amount payable by the Supplier / Contractor under any of the condition of this contract shall be liable to be adjusted against any amount payable to the Supplier / Contractor under any other purchase Order / Contract awarded to him by any BHEL unit. This is without prejudice to any other action, as may be deemed fit, by BHEL.

15. BUSINESS ETHICS / SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS , CONTRACTORS:

If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution, indulges in malpractices cheating, bribery, fraud or other misconduct or formation of cartel so as to influence the bidding process or influences the price or fails to perform or is in default without any reasonable cause etc or performs any act considered objectionable as per extant guidelines, :

ction may be taken against such bidders/supplier/contractor as per extant Guidelines for Suspension of Business Dealings with Suppliers/Contractors". Abridged version of same is available at BHEL website (www.bhel.com) on "Supplier Registration" Page.

All other terms & conditions shall be applicable as per GEM GTC.

16. RXIL (TReDS) Platform:

BHEL TBG is registered with RXIL (TReDS) platform. MSME bidders are requested to get registered with

RXIL (TReDS) platform to avail the facility as per GoI guidelines.

17. Bill to Address: -

Bharat Heavy Electricals Limited-TBG, 5th Floor, New Building, Sector-16A, Noida-201301, U.P. GSTN-09AAAC B4146P2ZC

Bidder to mention their works address below from where material will be supplied

Works Address-----

Important Note:

BHEL shall place project wise separate purchase order (i.e. Separate PO for Orissa and Duburi Extn.). Accordingly, all terms & conditions i.e. delivery period, Guarantee Period, Performance BG, Liquidated Damage etc. shall be dealt separately as per project specific PO.

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6. Buyer Added Bid Specific ATC

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

7. 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. PLEASE NOTE THAT INSPECTION FEES TO BE BORNE BY BIDDER AS PER NIT.

Post Receipt Inspection at consignee site before acceptance of stores:
BHEL WILL ISSUE MICC FOR DISPATCH OF MATERIAL.

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 share 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 वे 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 देना वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जावे व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---