



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3677762
Dated/दिनांक : 11-07-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	21-07-2023 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	21-07-2023 19:30:00
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	402
Item Category/मद केटेगरी	E & C scope as per technical specification for FSS-TYPE A FLOOR OPENINGS BELOW PANELS-1hrs (Q3) , Supply scope as per technical specification for FSS-TYPE A FLOOR OPENINGS BELOW PANELS-1hrs (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	36 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)
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
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/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	Supply scope as per technical specification for FSS-TYPE A FLOOR OPENINGS BELOW PANELS-1hrs
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
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
Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes

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).	27

(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
(Bhel Pem Noida)

Splitting/विभाजन

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

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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Details of the Competent Authority for MSE

Name of Competent Authority	Manager
Designation of Competent Authority	Manager
Office / Department / Division of Competent Authority	BHEL PEM Noida
CA Approval Number	na
Competent Authority Approval Date	11-07-2023
Brief Description of the Approval Granted by Competent Authority	This is approval of competent authority approval attached

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above 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 bidder 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. 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.
3. 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.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. 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

E & C Scope As Per Technical Specification For FSS-TYPE A FLOOR OPENINGS BELOW PANELS-1hrs (201 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)

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	Sanjeev Kumar	825409,BHEL SITE OFFICE, 2 X 500 MW Koderma Power Project, Bnajhedih, P.O. Jhumri Telaiya, Dist. Koderma-825409 (Jharkand)	201	210

Supply Scope As Per Technical Specification For FSS-TYPE A FLOOR OPENINGS BELOW PANELS-1hrs (201 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)

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	Sanjeev Kumar	825421,BHEL Koderma Site Office, DVC / KTPS, PO: KTPS Banjhedih, Koderma, Jharkhand - 825421	201	210

Buyer Consignee Mapping

S.No./क्र.सं.	Ministry	Organization	Department	Designation	Buyer Name	Consignee Name
1	Ministry of Heavy Industries and Public Enterprises	Bharat Heavy Electricals Limited (BHEL)	Department of Heavy Industry	Dy Engr	Mohit	Sanjeev Kumar
2	Ministry of Heavy Industries and Public Enterprises	Bharat Heavy Electricals Limited (BHEL)	Department of Heavy Industry	MANAGER PURCHASE	Rajendra	Sanjeev Kumar

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS & CONDITIONS :- SAME SHALL SUPERSEDE TERMS AND CONDITIONS MENTIONED ELSEWHERE IN BID		
1	Terms Of Payment	
	a) Payment Schedule	Type of bidder
		Payment Terms (Number of days)
		Micro & Small Enterprises (MSEs)
		45 days

	Medium Enterprises	60 days
	Non MSME	90 days
b) Supply	<p>Payments shall be made to the Seller as per above schedule after issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of documents/bills as per below (This is in su- per session of 10 days' time as provided in clause 12 of GeM GTC).</p> <p>Supplier has to provide Tax invoice, Packing List, LR/RR, CRAC, Insurance intimation, Guarantee Certificate, E-way bill, PVC calculation sheet and indices (as applicable) for payment.</p> <p>Offline payment mode is applicable for this tender.</p>	
c) E & C	<p>(a) 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.</p> <p>(b) Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful commissioning of the complete system/ package.</p> <p>(c) 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.</p> <p>Provision of offline payment in GeM shall be utilized.</p>	

1. 1	<p>Prices</p>	<p>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.</p> <p>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.</p> <p><u>Minimum Erection & Commissioning charges</u> s :- 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.</p>
2	<p>Terms Of Delivery</p>	<p>FOR Dispatch Station Basis.</p> <p>However, Transit insurance shall be in the scope of seller and unloading of items (at delivery point) shall be in buyer scope. Further, w.r.t. Transit Insurance supplier has to inform the details of dispatches (such as Policy No., Consignee Name, Consignment Packing details, Project Name, Purchase Order No., LR No. & date, Invoice No. & date, Dispatch Origin & destination details etc.) to policy underwriter under intimation to BHEL..</p>
3	<p>Delivery</p>	<p>3.1 Delivery Schedule</p> <p>a. Main Supply including quantity variation: Delivery completion for Main supply shall be 210 days from the PO date.</p> <p>b. E&C by supplier : For E&C delivery schedule Shall be 90 days from front clearance.</p> <p>Notes:</p>

- a. Supplier to start manufacturing/supply only after getting the applicable engineering Drgs. / docs approved from BHEL/End Customer.
- b. Drawings /documents submission/re-submission on schedule shall be as indicated in technical specification which shall be used for progress monitoring purpose and required course correction, if any.
- c. The delivery date 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 purposes. However, to meet project requirement, BHEL may ask for early deliveries without any compensation thereof.

3.2 Validity of contract (PO rates, terms and conditions): Vendor has to make supply of goods/services as per the delivery time mentioned above. However, due to unavoidable circumstances if delay happens in providing inputs/ clearances (inputs, Engineering approvals, deputing inspector for inspection, issuance of MDCC and any hold imposed owing to site issues etc.) for which delivery time extension is admissible as per point no.3, in such situation it shall be obligatory at vendor part to execute the contract at PO rates, terms and conditions where inputs/ clearances has been accorded within validity of contract. Validity period for various activities shall be as defined below or as mentioned in the NIT.

3.2.A Validity of the contract for main supply including quantity variation.

- Contract shall be valid for **730** days from the PO date. However, delay at vendor's end (if any) shall be added to the validity period and contract validity shall get extended by the delay period at vendor's end.

For example: Original Delivery period for main supply: A (in days)

Delay at vendor's end: B (in days beyond "A" days)

Contract validity: C+B (in days)

Notes:

- a. B is the Vendor delay days beyond original contractual delivery period for main supply /extended delivery period owing to time taken by BHEL at point no. 2 above.
- b. Main supply including quantity variation, mandatory spares/ Electrolyte/BHMS/ services applicable in the contract released/ cleared for manufacturing within contractual validity period, to be supplied by vendor/supplier at PO rates, terms and conditions.
- c. Execution of the contract quantities released beyond contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.

3.3 Delivery Extension: Extension of contractual delivery time:

Delivery time mentioned in the NIT includes Engineering completion time (time for drawing/document submission/resubmission by the vendor and review/approval of the same by the BHEL/End

customer), manufacturing, inspection, Packing and dispatch time. Due diligence is to be observed by the vendor to ensure timely completion of engineering and supply.

During the execution of the contract, time loss occurred owing to the reason attributable to BHEL besides force majeure shall be considered for delivery time extension to the vendor as given below:

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- i. Any Delay in providing comments/ approval on Primary drawing/documents beyond the stipulated time as specified in NIT.
- ii. Time Loss in approval of the drawing /document as a result of increase in the iteration not attributable to the vendor (i.e. resubmission owing to end customer comments) as certified by BHEL. Time extension equivalent to the resubmission time noted in the tech. spec and consequential increase in the approval time in lieu of increase in iteration shall be applicable. However, for incomplete resubmission time loss shall be in vendor account.
- iii. Delay in providing engineering input/material by BHEL.
- iv. Delay in deputing inspector for inspection and delay in release of MDCC in line with GCC/ GEM ATC terms.
- v. Any hold put by BHEL for whatever reasons during execution of contract (within contract validity period), time extension equivalent to hold period shall be admissible. However, in the event ho

Id period continues for more than 30 days then, an additional fifteen days for the purposes of mobilization and demobilization of resources shall also be admissible.

Note: Extension in delivery period if any with or without imposition of LD shall be considered after detailed delay analysis based on provisions given above. However, no delay analysis will be applicable if supply is completed within delivery schedule as specified in Purchase order.

4 **Liquidated Damages**

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. However, if received LR date for indigenous supply is beyond 30 days for FTL/ 45 days for PTL from the date of LR (PTL to be clearly mentioned in LR), such excess period shall be considered for LD purpose irrespective of dispatch date. Import General Manifest (IGM)/Bill of entry date (whichever is earlier), for foreign supplies, is beyond 90 days from the date of Bill of Lading/AWB, such excess period shall be considered for LD purpose irrespective of dispatch date.

ii. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s).

iii. If Order/ Contract involves two or more Units/ Sets/ Lots/ Stages, then Liquidated Damages shall

		<p>It will 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.</p> <p>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.</p>
5	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.
6	Quantity Variation	Quantity variation post placement of contract shall be +25%, (Quantity variation before placement of contract shall be as per GeM T&Cs).

7 **Special terms and conditions.**

1) Bank Guarantee submission shall be as per cl. No. 7 of GeM GTC with initial validity of 27 Months. Further, extension if any shall be as per GeM Terms.

Please note that BG for supply portion (complete in all respect) to be submitted in favor of BHEL PEM NOIDA and for E&C JOB portion to be submitted in respective BHEL -Region/Site, i.e. BG to be submitted in favor of ordering/paying agency.

Further for supply portion, in case of BG from private banks, a clause shall be incorporated in the text of bank guarantee that it can be enforced by being presented at any branch of the bank located in the Delhi-NCR.

2) Material shall be dispatched only after issuance of MDCC by BHEL. Advance intimation of dispatch by bidder shall be given, to PEM and Insurance agency/Site.

3) Technical PQR & Financial PQR to be complied by all bidders. Bidders to provide detailed break-up of quoted prices in Ex-works, freight & Tax components.

4) For Supply portion PO shall be issued by BHEL -PEM and for E&C portion LOA shall be issued by BHEL-PEM and PO & execution shall be placed/done by respective BHEL region/site .

8.1 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 authorise 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.

8.2	<p>This is a conditional tender enquiry. Financial bid opening (Part-II) of a bidder shall be subjected to the following:</p> <ul style="list-style-type: none"> i) Approval of vendor by end customer. i.e DVC. ii) Techno-Commercial evaluation by BHEL. iii) Qualification of Technical PQR. iv) Qualification of Financial PQR. v) Offered item should mandatorily conform to PP-MII order provisions.
8.3	<p>This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dtd. 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations & Equipments etc.) & hence criteria of prior experience/Turnover shall be same for all the bidders including start-up/MSME.</p>
8.4	<p>For this tender, offline payment mode is applicable.</p>
8.5	<p>For this procurement, the local content to categorize a supplier as a Class I Local Supplier / Class II 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 & Ministry of Power notification no. A-1/2021-FSC-Part(5) dtd. 16.11.21. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.</p> <ul style="list-style-type: none"> a. Only Class-I and Class-II local suppliers as defined in the PP (MII) order are eligible to bid. b. In accordance with para 9 (a) of DPIIT's PP-MII order 2017 revision dated 04/06/2020, Class-I local suppliers" / "Class-II local suppliers" at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for the Class-I local supplier" / "Class-II local supplier" as the case may be. They shall also give details of the location(s) at which the local value addition is made. <p>Note: Subsequent orders/circulars to be checked and to be complied.</p>

8.6	<p>Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.</p>
8.7	<p>Bidders to,</p> <ul style="list-style-type: none"> • ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018 -PG dt. 02/07/2020 & Order No. 11/05/2018-Coord. dt. 23/07/2020, if applicable. • ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020. • to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020. <p>Note: Subsequent orders/circulars to be checked and to be complied.</p>
8.8	<p>Inspection call to be raised by bidder on BHEL CQIR portal (details shall be shared at the of execution of order) and Inspection agency shall attend at the inspection within seven (07) days of the date on which the material is notified as being ready. In case of delay in witnessing of inspection beyond stipulated time (i.e. 7 days from the date on which the material is notified as being ready), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in carrying out inspection. If BHEL is not able to witness inspection up to 15 days then in addition to delay beyond stipulated period, extension in delivery time of 07 days for arranging fresh inspection will be given.</p> <p>When the tests have been satisfactorily completed at Seller/ Contractor's works, the Inspection Agency shall issue an inspection report that effect within seven (07) days after completion of the tests, but if the tests were not witnessed by the Inspection Agency or his representative, the material acceptance report would be issued within seven (07) days after receipt of the test certificates by the Purchaser.</p> <p>Purchaser will issue MDCC to the Seller/ Contractor within 7 days based on inspection report/ test certificates/Certificate of Conformance as applicable. In case of delay in issuance of MDCC beyond 7 days stipulated time (i.e. from the date of successful inspection report), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in issuing MDCC. If BHEL is not able to issue MDCC up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall be given to vendor to facilitate the vendor for arranging logistics arrangements.</p>

8.9	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guideline.
8.1 0	Bidders to inform freight /GST percentage for all the items as part of un-priced bid to be submitted along with their Techno-Commercial offer. However, negotiation/RA shall be on Total Evaluation (FOR as per GeM) price only as per GeM logics. Detailed Price Break up shall be reverse calculated based on freight/GST percentage furnished by bidder for Order Placement.
8.1 1	Bidder has to provide the price break up of description of material required for completion of Main item after P2
8.1 2	Bidder has to provide the details as per TECHNICAL PQR (pg. no. 5-6 of NIT technical specification) and Financial PQR (pg. no. 4) of NIT 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).
8.1 3	PVC clause - Not Applicable.
8.1 4	For bidders (who are not registered with BHEL-PEM) - For registration in BHEL PEM- Online registration portal is operational, Non-registered Vendors who wish to apply for registration in BHEL-PEM can apply through Online Registration Portal available at www.pem.bhel.com - vendor section - Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration can be uploaded on the website and submit the application for registration. However, registration of suppliers is not mandatory in case of open tender
8.1 5	CIF is not applicable for this package.
8.1 6	Integrity pact :- N.A.
8.1 7	Bidders to also note and provide certification reg. local content (pg. no. 3) and certification reg. land border (pg. no. 4) in resp. format only.

8.18	In course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective bidders. In case more than one bidder happens to occupy L-1 status even after soliciting discounts, the L1 bidder shall be decided by a toss / draw of lots, in the presence of respective bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.
8.19	Evaluation shall be on the basis of total all inclusive, landed price at consignee destination (Refer cl. No. 6 of GTC on GEM). However, unloading of items (at delivery point) shall be in the scope of buyer. Bidders to quote prices accordingly. Incomplete offer or part offer of NIT BOM/BOQ shall be summarily rejected.
8.20	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.
8.21	MSE preference is not applicable
8.22	Bidders to note that BOQ (alongwith foot notes etc.) at pg. no. 1 of NIT technical specification document is applicable for this tender.
8.23	All other terms & conditions shall be as per GeM bid, selected Additional Terms & Conditions from GeM library and GTC on GeM 4.0 (version 1.1.1 dated 21.06.23) available on GeM Portal on enquiry floating date shall be applicable.

Additional Terms and Conditions for subject Tender Enquiry to be complied by Bidders for Consideration in this tender:

A) Dispatch Markings: -

Each box shall be marked with Capital Letters in "Red" indicating the PEM supply (Main Supply/ Commissioning spare/ Mandatory Spare) for 1x 660 MW Panki Thermal Power Station Project. Each package delivered under the Contract shall be marked by Supplier and such marking must be distinct and in English Language (all previous irrelevant markings being carefully obliterated). Such marking shall show the description and quantity of contents, the name and address of consignee, the Gross weight and Net weight of the package, the name of the Supplier, PEM P.O. reference number, with a distinctive number of mark sufficient for purposes of identification. Besides above necessarily, packing shall bear a special marking `TOP`, `BOTTOM`, `DO NOT TURN OVER`, "KEEP DRY", "HANDLE WITH CARE", etc.

IMPORTANT

- Two copies of respective standard manufacturer's erection instruction/operation instruction manual shall be kept in each package / container for immediate reference by BHEL site and same shall be reflected in packing slip also

The Packing list details for the consignment must be put inside the Box/Boxes.

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

Note:- Main Supply items and items for comm. spares must be packed separately.

B) Liquidated Damages: -

a) **Main Supply:-** Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent and applicable GST thereon, of the total main supply & commissioning spares contract price excluding GST per week or part thereof, subject to a maximum of ten(10) percent of the total main supply & commissioning Spares contract price excluding GST, if the Seller/ Contractor fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.

NOTE:

i. LR/RR date for indigenous supplies (Bill of Lading/AWB for Foreign supplies) shall be treated as the date of dispatch for levying LD. However, if receipted LR date for indigenous supply is beyond 30 days for FTL/ 45 days for PTL from the date of LR (PTL to be clearly mentioned in LR), such excess period shall be considered for LD purpose irrespective of dispatch date. Import General Manifest (IGM)/Bill of entry date (whichever is earlier), for foreign supplies, is beyond 90 days from the date of Bill of Lading/AWB, such excess period shall be considered for LD purpose irrespective of dispatch date.

ii. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s).

iii. If Order/ Contract involves two or more Units/ Sets/ Lots/ Stages, then Liquidated Damages shall be levied on order/ contract value excluding GST of the delayed Unit/ Set/ Lot/ Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot/Stage wise, however total LD amount shall be limited to 10% of total order/ amended order value excluding GST of delayed Unit/ Set/ Lot/Stage. Any subsequent lot released (not envisaged in original contract) due to increase in quantity within permissible quantity variation shall be treated as separate lot for the purpose of LD.

iv. The sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be suffered by purchaser on account of delay on the part of the Contractor/Seller and the said amount will be deductible without proof of actual loss or damage caused by such delay.

C) Risk & Cost Purchase

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 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 seller including unexecuted portion of supply does not appear to be executable within balance available period;

ii) Delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications;

iii) Withdrawal from or repudiation/ abandonment of the supply/ services by 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 the reasons attributable to the Seller;

v) Termination of Contract on account of any other reason (s) attributable to 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 Firm, in the event of the death or insanity of the Seller;

viii) If the Seller/Contractor being an individual or if a firm on a partnership 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 shall 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 Seller.

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.

C.1 **Risk & Cost Amount against Balance Work:**

Risk & Cost amount against balance work shall be calculated as follows:

Risk & Cost Amount= [(A-B) + (A x 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).

C.2 * **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.

C.3 **LD against delay in executed work in case of Termination of Contract:**

LD against delay in executed work shall be calculated in line with above LD clause, 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.

C.4 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.

D) For recognition of dispatch, vendor to submit following documents to BHEL by e-mail/ fax immediately on dispatch: - GST compliant invoice, LR (indicating Invoice No., no. of boxes, PTL (if applicable) etc.), 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.

D. Following ATC available in GEM shall also be made part of NIT: -

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 regards. 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.

3. 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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---