



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023/B/43161:

Dated/दिनांक : 13-12-20

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	23-12-2023 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	23-12-2023 13:30:00
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	10250020-pem, Noida
Total Quantity/कुल मात्रा	38
Item Category/मद केटेगरी	BUTTERFLY VALVE-STEAM SERVICE - MAIN SUPPLY , BUTTERFLY VALVE -STEAM SERVICE- COMMISSIONING SPARES , BUTTERFLY VALVE -STEAM SERVICE - COMMISSIONING SPARES , BUTTERFLY VALVE -STEAM SERVICE -COMMISSIONING SPARES BUTTERFLY VALVE-STEAM SERVICE - COMMISSIONING SPARES BUTTERFLY VALVE -STEAM SERVICE - MANDATORY SPARES
BOQ Title/बीओक्यू शीर्षक	BUTTERFLY VALVES STEAM SERVICE FOR TALCHER 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
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting documents *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
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	BUTTERFLY VALVE-STEAM SERVICE - MAIN SUPPLY
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

Bid Details/बिड विवरण

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 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

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	250000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	28

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). 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 :

IFSC - SBIN0017313

10250020-PEM, Noida, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises Acct No. 39922687394, BRANCH - CAG II NEW DELHI, IFSC - SBIN0017313 (Bhel Pem)

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	PRAG JAIN
Designation of Competent Authority	MANAGER
Office / Department / Division of Competent Authority	BHEL PEM NOIDA
CA Approval Number	3062082
Competent Authority Approval Date	13-12-2023
Brief Description of the Approval Granted by Competent Authority	THIS HAS THE APPROVAL OF COMPITATIVE AUTHORITY FOR TALCHER BUTTERFLY STEAM STEAM SERVICE PACKAGE.

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. 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 -Ind 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 .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has 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 will be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

3. Reverse Auction would be conducted amongst 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

BUTTERFLY VALVE-STEAM SERVICE - MAIN SUPPLY

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Technical Specifications/तकनीकी विशिष्टियाँ

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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/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	MAHESH KUMAR PARIHAR	759107,Construction Manager, BHEL SITE OFFICE, 2X660 MW NTPC TALCHER, DIST- ANGUL, (Odisha) PIN - 759107	4	365

BUTTERFLY VALVE -STEAM SERVICE- COMMISSIONING SPARES

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1	MAHESH KUMAR PARIHAR	759107,Construction Manager, BHEL SITE OFFICE, 2X660 MW NTPC TALCHER, DIST- ANGUL, (Odisha) PIN - 759107	2	730

BUTTERFLY VALVE -STEAM SERVICE - MANDATORY SPARES

(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

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/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	MAHESH KUMAR PARIHAR	759107,Construction Manager, BHEL SITE OFFICE, 2X660 MW NTPC TALCHER, DIST- ANGUL, (Odisha) PIN - 759107	1	730

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S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	MAHESH KUMAR PARIHAR	759107,Construction Manager, BHEL SITE OFFICE, 2X660 MW NTPC TALCHER, DIST- ANGUL, (Odisha) PIN - 759107	1	730

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

1. Buyer Added Bid Specific ATC

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

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Projects: 2x660 MW TALCHER TPP STAGE-III

Package: BUTTERFLY VALVES (STEAM SERVICES)

Note: - Technical Specification, 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.

The below mentioned terms and conditions shall **supersede** the terms and conditions mentioned elsewhere in tender documents. :-

1	Terms Of Payment
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	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
		<p>As per clause no. 12 (i) of GTC on GeM. Supplier has to provide Original Tax invoice, Packing List, LR/RR, CRAC/MRC, Insurance intimation, Guarantee Certificate, way bill (as applicable).</p> <p>As per clause no. 12(i) of GTC on GeM. 100% payments shall be made to the Seller within 90 days (45 days for seller qualified and registered as Micro or small and 60 days for Medium enterprises as per MSMED Act.) of issue of consignee receipt cum-acceptance certificate (CRAC)/MRC and on-line submission of bills (This is supersession of 10 days' time as provided in clause 12 of GeM GTC).</p> <p>Provision of offline payment in GeM shall be utilized.</p>	
2	Terms of Delivery	<p>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 policy No. However, unloading of items at delivery point shall be in the scope of BHEL. In order to quote prices accordingly.</p> <p>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.</p>	
3	Delivery Schedule	<p>1.a. Delivery for Main Supply including quantity variation: Delivery completion for Main supply shall be 225 days from the PO date.</p> <p>List of applicable drawings/ documents as per Technical Specification of PE-TS-7-100-M016 shall be considered for delivery and their submission / re-submission schedule shall be as follows: -</p> <p>1st submission of drawings / documents - 10 days BHEL comments - 10 days Re-submission of drawings / documents - 7 days BHEL & Customer comments / approval - 18 days</p> <p>b. Mandatory Spares: Supply within 90 days from manufacturing clearance to BHEL. Separate dispatch / manufacturing clearance shall be issued for same.</p> <p>Notes:</p> <p>a. Supplier to start manufacturing / supply only after getting the applicable engineering Drawings / documents approved from BHEL / End Customer.</p> <p>b. Drawings / documents submission / re-submission schedule as indicated above shall be used for progress monitoring purpose and required course correction, if any.</p> <p>c. The delivery date specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.</p> <p>d. The delivery conditions specified are for contractual purposes. However, to r</p>	

et project requirement, BHEL may ask for early deliveries without any compens on thereof.

2. Validity of contract (PO rates, terms and conditions): Vendor has to m e supply of goods / services as per the delivery time mentioned above. Howeve due to unavoidable circumstances, if delay happens in providing inputs / cleara es (inputs, Engineering approvals, deputing inspector for inspection, issuance MDCC and any hold imposed owing to site issues etc.) for which delivery time e nsion is admissible as per Point No. 3, in such situation it shall be obligatory a ndor part to execute the contract at PO rates, terms and conditions where inpu / clearances has been accorded within the validity of contract. Validity period f various activities shall be as follows: -

2.1. Validity of the contract for Main Supply including quantity variat n.

Contract shall be valid for 365 days from the PO date. However, delay at vend 's end (if any) shall be added to the validity period and contract validity shall g 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), where C=365 days

2.2. Validity of the contract for supply of mandatory spares

Validity of contract for supply of mandatory spares applicable in the contract sh be 730 days which is one year over and above contractual validity period for r in supply including quantity variation as specified at point no. 2.1 above.

Notes:

a. B is the Vendor delay in days beyond original contractual delivery period for ain supply / extended delivery period owing to time taken by BHEL at point no. above.

b. Main supply including quantity variation, Mandatory Spares / services applica e in the contract released / cleared for manufacturing within contractual validity eriod, to be supplied by vendor / supplier at PO rates, terms and conditions.

c. Execution of the contract quantities released beyond contract validity period all be decided on mutual consent basis at PO rates, terms and conditions.

3. Delivery Extension: Extension of contractual delivery time:

Delivery time mentioned in the NIT includes Engineering completion time (time r drawings / documents submission / re-submission by the vendor and review / proval of the same by the BHEL / End customer), manufacturing, inspection, Pa ng and dispatch time. Due diligence is to be observed by the vendor to ensure mely completion of engineering and supply.

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

i. Any Delay in providing comments / approval on Primary drawings / documen beyond the stipulated time as specified in NIT.

ii. Time Loss in approval of the drawings / documents as a result of increase in the iteration not attributable to the vendor (i.e. re-submission owing to end customer comments) as certified by BHEL. Time extension equivalent to the re-submission time mentioned at 1.a) above and consequential increase in the approval time in lieu of increase in iteration shall be applicable. However, for incomplete re-submission, 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 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 hold 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	<p>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, of the total main supply contract price excluding GST per week or part thereof, subject to a maximum of ten(10) percent of the total main supply contract price excluding GST, if the Seller/ Contractor fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.</p> <p>LD on mandatory Spares portion: - LD shall be applicable @ ½ percent and applicable GST thereon, of the total mandatory spares portion contract value excluding GST per week or part thereof, limiting to 10% of total contract value of mandatory spares excluding GST.</p> <p>NOTE:</p> <p>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.</p> <p>ii. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s).</p> <p>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.</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> <p>Above LD clause shall prevail over the LD clause of GeM GTC.</p>
5.	Guarantee Terms	As per Cl. No. 10 of GTC on GeM for the bid. However, Guarantee & Warrantee time period (Unit-wise / lot wise /Stage-wise/set wise, as applicable) shall be 18 months from the date of last supply in the contract. .
6.	Quantity Variation	NIL
7.	Performance Bank Guarantee	Performance Bank Guarantee is applicable. Details of PBG amount, mode of submission, forfeit etc. shall be as follows- I. Initially 10% of the contract value (total order value in case of GeM POs excluding PVC). However, 5% of the contract value (as above) will be released after completion of the contract.

pletion of Main Supply based on certification by Project Group.

OR

II. 5% of the contract value (total order value in case of GeM POs excluding PVC Additional 5% of the contract value will be retained from first bill & subsequent bill(s) of the same contract. The retention amount will be released after completion of Main Supply based on certification by Project Group.

Initial validity of performance security shall be 28 months from PO date (Considering delivery period of approx. 8 months (225 days delivery) + 18 months guarantee period + 2 months claim period is already mentioned in GTC cl no. 7.ii GeM 3. Further, extension if any shall be as per GeM Terms.

Time for submission of Performance Bank Guarantee shall be 14 days from the date of PO/LOA.

Modes of deposit:

Performance security may be furnished in the following forms:

a. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.

b. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.

c. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, BHEL).

d. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the securities and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

e. Insurance Surety Bond. (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other manner connected therewith)

Performance Security is to be furnished within 14 days from the date of PO/LOA and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

Forfeiture of Performance Security :

a. The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.

b. PS should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.

The Performance Security shall not carry any interest.

8. **BID SECURITY/ Earnest Money Deposit (EMD)**

BID SECURITY/ Earnest Money Deposit (EMD) is applicable.

Details of EMD amount, mode of submission, etc. shall be as follows-

EMD amount shall be Rs. 2.5 Lakh.

EMD is to be submitted by the all bidders along with their bids (except the bidder who are exempted as per as per Clause 4.xiii.m of GeM GTC). At the time of bidding, bidders to upload scanned copy of relevant document for claiming EMD exemption.

Modes of deposit - The EMD may be accepted only in the following forms:

i. Electronic Fund Transfer credited in BHEL account (before tender opening)

BHEL-PEM account details are as follows:

Bank name, State Bank of India

Account No: 39922687394

IFSC: SBIN0017313

BRANCH-CAG II NEW DELHI

ii. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL-PEM, Noida (along with the offer).

iii. Fixed Deposit Receipt (FDR)

iv. Bank Guarantee from any of the Scheduled Banks.

v. Insurance Surety Bonds.

The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.

Forfeiture of EMD -

I. A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.

II. EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealing with suppliers/ contractors (abridged version of guidelines is available on www.el.com)" and forfeited/ released based on the action as determined under these guidelines.

III. Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, bid securities of unsuccessful bidders during first stage i.e. technical-commercial evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical-commercial evaluation.

IV. Bid security shall be refunded to the successful bidder on conclusion of the contract/ receipt of a performance security.

V. EMD shall not carry any interest.

9.	Breach of contract, Remedies and Termination:	<p>“In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Vendor using following instruments:</p> <p>(i) encashment of security instruments like EMD, Performance Security with PEM against the said contract.</p> <p>(ii) balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the Vendor, retention amount etc with PEM.</p> <p>(iii) balance amount from security instruments like EMD, Performance Security and other financial remedies i.e. available bills of the Vendor, retention amount etc with other units of BHEL.</p> <p>(iv) if recovery is not possible then legal remedies shall be pursued”.</p> <p>The balance scope shall be got done independently without Risk & Cost of the affected supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p>
10.	This is a conditional tender enquiry. Part-II opening participation of a bidder shall be subjected to the following:	<p>i). Techno-Commercial evaluation by BHEL.</p> <p>ii) Qualification of Technical PQR.</p> <p>iii). Approval of bidder by Customer: - NTPC approval shall be taken up by BHEL with end customer-NTPC based on the credentials / reference list. Hence, Bidders will be asked to submit the following (as part of their credentials) along with their offer: -</p> <ul style="list-style-type: none"> • Bidders to submit the NTPC’s Main & Sub-supplier questionnaire along with all the supportive documents against details furnished therein (signed & stamped on each page). <p>iv) Offered item should mandatorily conform to PP-MII order provisions.</p>
11.	Bidders to,	<ul style="list-style-type: none"> • ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 & Circular 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>

12. Bidders have to note, "For this procurement, the local content to categorize a supplier as a Class I Local Supplier / Class II Local Supplier / Non-Local supplier and Purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), (PPP-MII) Order 17 dt. 16/09/2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, concerning the definition of local content for the items of the NIT, the same shall be applicable even issued after issue of this NIT, but before opening of Part-II bids against this NIT."

Minimum Local Content - As per para no. 5 of Public Procurement (Preference to Make in India) (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT. 50% for Class 1 and 20% for Class 2

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.

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

13. Bidders to ensure that Third party / customer issued certificates being submitted as proof of PC 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

14. This item/package /system falls under the list of items defined in para 3 of ministry of finance circular dtd. 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.

15. 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 conditions 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.

16. Evaluation shall be on the basis of total all inclusive, landed price at consignee destination (Ref cl. No. 6 of GTC on GEM). However, unloading of items (at delivery point) shall be in the scope of buyer. Incomplete offer or part offer of NIT BOM/BOQ shall be summarily rejected.

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. For Order Placement, detailed Price Break up shall be reverse calculated based on freight/GST percentage furnished by bidder.

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.

17. 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 certificate 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.

18. A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead 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 manufacturer 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
 - 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.
19. Bidder has to provide the details as per TECHNICAL PQR in its offer and has to note that bids only those bidders shall be evaluated who meet the Technical Pre-Qualifying requirements. Above terms for PQR shall prevail in conflict (if any).

20. For 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.

21. 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.

22. **All the dispatches of Talcher shall have “QR” code fixed, as a mandatory requirement.**

1. Vendor is mandatorily required to furnish detailed shipping/ packing list to BHEL in format named as *(Annexure for QR Code and packing list of material)*.
2. BHEL shall provide QR codes for each box/bundle/gunny bag/ shipping section etc. There shall be one QR code for one box. Loose items need to be bundled and one QR code shall be general for each bundle.
3. Vendor is mandatorily required to print the generated QR in half of A4 size printer using a normal printer. One copy of this QR code must be attached to the respective box/bundle /gunny bag/ shipping section etc. The other copy of the QR code must be enclosed with the documents sent along with the consignment.
4. After reaching at site, QR code shall be scanned at gate and material shall be received by site.
5. Further, vendor to ensure that
 - a) All the items being dispatched in the consignment/LR are listed in the packing list.
 - b) Proper precautions are taken while affixing to ensure during transit.
 - c) QR code is correctly fixed to all the box/ bundles being dispatched in consignment. Any delay arising thereof due to incorrect tagging/missing tags shall be to vendor's account.
 - d) For loose items, one marker board needs to be sent for each bundle for fixing RFID tag at site.
 - e) Material of unit 1 and unit 2 to be sent in different boxes with clear identification. Common items should have mention of unit 1. Same should be clearly identified in excel format.

BHEL shall provide QR code within 2-3 days of submission of shipping/packing details (as per Annexure for QR Code and packing list of material) by vendor. Vendor to plan dispatches accordingly without affecting the delivery schedule. Material shall be dispatched only after issue of “QR” code by BHEL.

23. Bidders to note item code, description, unit, Quantity and foot notes also at BOQ of technical specification are applicable for this tender.

Notes for BOQ given below also -

1. The valves shall have double off-set type disc (design with shaft eccentric to disc) and long body design as per AWWA C504 and maximum laying length as per AWWA C516.

2. Valve POD, Gear box POD & Actuator POD test, if already carried out by bidder for similar model/ type/ size/ rating for any NTPC/BHEL/CUSTOMER project as mentioned in Datasheet.

3. Valve POD, Gear box POD & Actuator POD test, if required, as per technical specification & AWWA C504/ AWWA C516, then the charges for the same shall be deemed to be included in the unit quoted prices of main valves. Bidder shall not indicate these charges as a separate head in the price bids.

4. Main valve prices shall BE EXCLUSIVE of cost of Commissioning Spares prices.

24. Integrity Pact: Not Applicable.

25. Financial PQR is not applicable.

26. PVC is not applicable.

27. As per Department of Expenditure (DoE) OM No. 6/9/2020-PPD dt. 24/08/2020, it is mandatory for all the bidders to provide their GeM Seller ID.

In case of joint bidding, bidders to furnish scope matrix which should be clearly defined between them along with the offer for the complete scope.

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.

28. Following ATC available in GEM are also part of NIT: -

1. 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.

2. 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): Through Nominated TPIA

3. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents mentioned in the Bid document, ATC and Corrigendum if any.

4. 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 %.

5. 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.

29. All other terms & conditions shall be as per selected Additional Terms & Conditions for subject matter, Buyer specific ATC and GTC version available on GeM Portal on enquiry date. All the Buyer Approved Bid Specific Additional Terms and Conditions shall supersede relevant terms & conditions of GeM GTC and shall prevail in case of conflict (if any).

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2X660 MW NTPC TALCHER TPP STAGE - III: BUTTERFLY VALVES (STEAM SERVICES)

GeM Bid No. & Date _____

Letter head of Company

Ref.....

Date.....

To,

Bharat Heavy Electricals Limited

PEM, PPEI Building, Plot No 25,

Sector -16A, Noida (U.P)-201301

Subject: - DECLARATION REGARDING LAND BORDER

Dear Sir,

This has reference to: -

1. Our Offer for Supply of subject package for subject project against above mentioned GeM Tender.
2. Order dated 23.07.2020 reg. restriction under rule 144 (xi) of GFR issued by Ministry of Finance, Department of Expenditure Public Procurement Division.

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I hereby certify that **M/s**, is not from such a country and is eligible to be considered.

Thanking you,

Yours truly

..... ((highest competent authority at your end (i.e. Owner, partner, CMD, Director etc.))

..... (firm name)

2X660 MW NTPC TALCHER TPP STAGE - III: BUTTERFLY VALVES (STEAM SERVICES)

GeM Bid No. & Date _____

Letter head of Company

Ref.....
.....

Date.....

To,

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

Subject: - Certification regarding local content

Dear Sir,

For subject project/package/tender, We hereby certify that items offered by us meets the requirement in line h the referred GeM bid and Public Procurement (Preference to Make in India), Order 2017 dated -15.06.2017, 05.2018 & 29.05.2019, 04.06.20 & 16.09.20 and subsequent orders if any .

Minimum Local Content (in percentage) - %

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

Yours truly

..... (authorized signatory of company)

..... (firm name)

-
-
-
-
-

Letter head of Company

Ref.....

Date.....

Reference: GeM Bid No. **GEM/2023/B/4316123** , dtd. **13.12.2023**

Name of Package: **BUTTERFLY VALVES (STEAM SERVICES)**

We, confirm compliance to all terms and conditions of NIT .

Yours very tr

.....(authorized signatory of compai

.....(firm nan

Company's Seal/sta

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority 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 under 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 स अधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इस अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---