

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	17-01-2025 18:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	17-01-2025 18:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	120 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Heavy Industries And Public Enterprises
<b>Department Name/विभाग का नाम</b>	Department Of Heavy Industry
<b>Organisation Name/संगठन का नाम</b>	Bharat Heavy Electricals Limited (bhel)
<b>Office Name/कार्यालय का नाम</b>	10160001-isg, Bangalore
<b>क्रेता ईमेल/Buyer Email</b>	buycon2007.bhelb.tn@gembuyer.in
<b>Total Quantity/कुल मात्रा</b>	16830
<b>Item Category/मद केटेगरी</b>	1CX240 Cu, 1100V, EPR, Fire survival, Armoured Cable , 2CX35 Cu, 1100V, EPR, Fire survival, Armoured Cable , 2CX16 Cu, 1100V, EPR, Fire survival, Armoured Cable , 2CX6 Cu, 1100V, EPR, Fire survival, Armoured Cable , Spare Supply 1CX240 Cu, 1100V, EPR, Fire survival, Armoured Cable , Spare Supply 2CX35 Cu, 1100V, EPR, Fire survival, Armoured Cable , Spare Supply 2CX16 Cu, 1100V, EPR, Fire survival, Armoured Cable , Spare Supply 2CX6 Cu, 1100V, EPR, Fire survival, Armoured Cable
<b>GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS</b>	POWER CABLE
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Power cable for direct burial xlpe ugac cable for DMRC
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>Power cable for direct burial xlpe ugac cable for DMRC</li> <li>XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1)</li> </ul>
<b>BOQ Title/बीओक्यू शीर्षक</b>	LT POWER FIRE SURVIVAL CABLE FOR ENNORE SEZ
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	105 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	3 Year (s)

Bid Details/बिड विवरण	
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज</b>	Experience Criteria,Bidder Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Primary product category</b>	1CX240 Cu, 1100V, EPR, Fire survival, Armoured Cable
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	5 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>90</b> 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)
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।</b>	Yes
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	ICICI
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ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	30

(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 :**

GENERAL MANAGER

10160001-ISG, Bangalore, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises  
(Bhel Isg)

**Reserved for Make In India products**

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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 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. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller

(s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. 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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

5. 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.

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

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

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

LT Power Fire Survival Cable for Ennore SEZ Project - [1736137147.xlsx](#)

**1CX240 Cu, 1100V, EPR, Fire Survival, Armoured Cable**

**(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

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

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

<b>S.No./क्र. सं.</b>	<b>Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी</b>	<b>Address/पता</b>	<b>Quantity/मात्रा</b>	<b>Delivery Days/डिलीवरी के दिन</b>
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sushanth Nayak	601203,2X660MW Ennore SEZ STPP Voyalur Village, Minjur Post Ponneri Taluk, Tiruvallur Dist Tamil Nadu	5500	180

## 2CX35 Cu, 1100V, EPR, Fire Survival, Armoured Cable

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

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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	Sushanth Nayak	601203,2X660MW Ennore SEZ STPP Voyalur Village, Minjur Post Ponneri Taluk, Tiruvallur Dist Tamil Nadu	3100	180

## 2CX16 Cu, 1100V, EPR, Fire Survival, Armoured Cable

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sushanth Nayak	601203,2X660MW Ennore SEZ STPP Voyalur Village, Minjur Post Ponneri Taluk, Tiruvallur Dist Tamil Nadu	3700	180

**2CX6 Cu, 1100V, EPR, Fire Survival, Armoured Cable****(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sushanth Nayak	601203,2X660MW Ennore SEZ STPP Voyalur Village, Minjur Post Ponneri Taluk, Tiruvallur Dist Tamil Nadu	3000	180

**Spare Supply 1CX240 Cu, 1100V, EPR, Fire Survival, Armoured Cable****(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

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

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

<b>S.No./क्र. सं.</b>	<b>Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी</b>	<b>Address/पता</b>	<b>Quantity/मात्रा</b>	<b>Delivery Days/डिलीवरी के दिन</b>
1	Sushanth Nayak	601203,2X660MW Ennore SEZ STPP Voyalur Village, Minjur Post Ponneri Taluk, Tiruvallur Dist Tamil Nadu	550	180

**Spare Supply 2CX35 Cu, 1100V, EPR, Fire Survival, Armoured Cable**

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sushanth Nayak	601203,2X660MW Ennore SEZ STPP Voyalur Village, Minjur Post Ponneri Taluk, Tiruvallur Dist Tamil Nadu	310	180

### Spare Supply 2CX16 Cu, 1100V, EPR, Fire Survival, Armoured Cable

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sushanth Nayak	601203,2X660MW Ennore SEZ STPP Voyalur Village, Minjur Post Ponneri Taluk, Tiruvallur Dist Tamil Nadu	370	180

### Spare Supply 2CX6 Cu, 1100V, EPR, Fire Survival, Armoured Cable

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

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



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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sushanth Nayak	601203,2X660MW Ennore SEZ STPP Voyalur Village, Minjur Post Ponneri Taluk, Tiruvallur Dist Tamil Nadu	300	180

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें****1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

**2. Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

**3. Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

**4. Buyer Added Bid Specific ATC**

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

**5. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Tender Enquiry No. 77/24/6158/ILA**

### **A.1 Transit Insurance: In BHEL Scope.**

Insurance details shall be informed later.

Prior Dispatch intimation shall be issued to Insurance agency about the value of consignment, dispatch details, along with one set of documents consisting of LR / R R copy, Packing List, Challan indicating the items dispatched (with their weights).

### **A.2 Guarantee period:**

24 months from the date of last dispatch or 18 months from the date of commissioning whichever is earlier.

### **A.3 Delivery Schedule:**

Supply-Main Equipment-6 Months from LOI date.

Supply-Mandatory Spares-4 Months from BHEL clearance

### **A.4 Submission of Performance Bank Guarantee (PBG):**

The PBG shall be 3% of Order/ Contract value .

Validity of the Bank Guarantee shall be for the entire Guarantee period + claim period as per RBI guidelines (min. 3 months). Initially, it should be at least 30 months + claim period as per RBI guidelines(min. 3 months), later extended to cover the guarantee period, two months before its expiry.

Bidder to submit performance security required for execution of the contract within 15 days from the date of Contract award. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.

Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered from the bills along with due interest.

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in

Beneficiary name BHEL ISG Account No. 000205003783

IFSC Code ICIC0000002

Bank Name ICICI BANK LIMITED

Branch address ICICI BANK TOWER, # 1, COMMISSARIAT ROAD, BANGALORE - 560025.

Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 14 days of GeM Sanction Order.

## **A.5 Price Basis:**

Type of Contract: Unit Rate, with PVC as per Cl. No. A.12.

Evaluation Criteria: On total landed cost to BHEL basis

Total cost = Ex-Works price (inclusive of packing & forwarding charges) + freight charges + Applicable Taxes & duties – Applicable input tax credit

Input tax credit is availed for GST, hence the same is excluded for arriving at the landed cost. Goods & Service Tax (GST) is payable extra at actuals.

Terms of Delivery: Delivery shall be on Ex Works.

Insurance shall be in BHEL scope.

Transportation of goods up to Destination shall be arranged by vendor.

Freight Charges: Shall be payable on pro rata basis based on the Ex-works price (excluding freight & GST)

## **A.6 Payment Terms and Dispatch Documents Required (to be furnished by Vendor):**

**A6.1 Payment shall be made on pro-rata basis as per approved billing break up (if applicable) as per payment terms mentioned below:**

- (i) Ninety percent (90%) of ex works price of materials supplied, as per approved billing schedule, along with 100% GST (as applicable), shall be payable against clean receipted LR/ proof of receipt at site on pro-rata basis.
- (ii) Ten percent (10%) of basic price of materials supplied will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of BHEL/TNPG CL

Collection of Material Receipt Certificate from Site/ Owner and its submission for claiming the payment shall be the responsibility of the Seller/ Contractor.

### **A6.2 Documents required:**

**Main Supply & Mandatory Spares (90% against receipt of material at site) :**

1. GST invoice as per GST Act
2. Delivery challan
3. Packing list
4. Receipted LR
5. Guarantee certificate
6. Insurance intimation
7. Despatch clearance
8. Eway bill
9. GST payment proof

**Main Supply & Mandatory Spares (10% against MRC):**

1. Supplementary invoice
2. MRC certificate

BHEL reserves the right to ask for any other document required for processing of bills, the vendor shall comply with the same.

**A.7** Bidder to note that price quoted shall be inclusive of packing & forwarding and Freight charges and all taxes & duties including GST. Bidder to indicate percentage of GST item-wise included in quoted price.

Bidder to indicate percentage of freight included on ex-works price (i.e excluding GST).

**A.8** Bidder to submit duly signed and stamped copies of

- a. Acceptance of all terms & conditions as per this GeM Bid Document
- b. Technical specifications
- c. No deviation certificate (format enclosed in ATC document)

**A.9** Compliance to e-invoicing requirements to be ensured as per extant provisions and guidelines of Govt. of India.

**A.10** Additional PQ criteria-as per PQ enclosed with technical specifications.

**A.11** Vendor contact details like, Name, e mail ID and Contact number are to be furnished.

**A.12 Price Variation Clause:** As per formula enclosed in Technical Enquiry Specification

**A.13 Payment Timelines:**

Type of Bidder	Payment Timeline (Number of days)
Micro & Small Enterprises (MSEs)	45
Medium Enterprises	60
Non MSME	90

**A.14 Integrity Pact:**

**Integrity Pact (IP)**

- a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SN	IEM	Email
1	Shri Otem Dai, IAS (Retd.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>
2	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
3	Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

of IP in BHEL.

- b) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

**Note:**

No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extensions or any other administrative queries, etc.

n the tender issued. All such clarification/issues shall be addressed directly to the tender issuing officials whose contact details are provided below:

(1)

Name: L ILANGO

Deptt: PG-II

Address: BHEL ISG,

Prof CNR Rao Circle

IISC Post, Malleswaram

Bangalore -560012

Phone: 080-22184075

Mob: 9486955549

Email: [ila@bhel.in](mailto:ila@bhel.in)

(2)

Name: KARTHIK T

Dept: PG-II

Address: BHEL ISG,

Prof CNR Rao Circle

IISC Post, Malleswaram

Bangalore -560012

Phone: 080-22184026

Mob: 9740916840

Email: [kt@bhel.in](mailto:kt@bhel.in)

**A.15** Bidder to submit duly signed and stamped “Not- Banned/Suspended/Blacklisted/convicted in any Court of Law across India/declared Bankrupt or insolvent”-Self Certification on letter head.

#### **A.16 Conflict of Interest among Bidders/ Agents:**

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.

#### **A.17:**

Consignee address (Ship To)	Name & Address of Ultimate Consignee: SE/ Projects, Tamil Nadu Power Generation Corporation Limited, 2x660 MW Ennore Supercritical Thermal Power Project at Ennore GSTIN No. of TNPGL: 33AAKCT7598K1ZI A/C BHEL-ISG
BUYER/ BILL TO for Supply of Goods	BHEL-Industrial Systems Group Post Box No.:1249, Prof. CNR Rao Circle,IISc Post, Malleswaram, BANGALORE - 560012 GSTIN No. of BHEL / Karnataka state: 29AACB4146P1ZB

#### **A.18 Inspection & Testing:**

Inspection shall be carried out by end customer/ end customer's consultant/ BHEL / Third Party Inspection Agency. Details as per Technical Specifications.

"Necessary accommodation and local transportation and any other incidental expenses shall be arranged free of cost by the bidder for the inspecting officers (for T NPGCL and their consultant) during inspection, testing at the Bidder premises or any other place."

#### **A.19 LIQUIDATED DAMAGES FOR GUARANTEED PERFORMANCE PARAMETERS**

As per Technical Specification

**Liquidated Damages for delay in completion:**

**Applicable as per GeM General Terms & Conditions.**

#### **A.20 Contact details of Tender officials :**

Technical:  
Venkata Subbaiah K  
Manager / Engg-Elect  
BHEL-ISG  
Bangalore - 560 012  
Ph. No. 080 2218 4078  
Email id: [kvsu@bhel.in](mailto:kvsu@bhel.in)

Commercial:  
L ILANGO  
Dy Manager / PG-II  
BHEL - ISG  
Bangalore - 560 012  
Ph No. 080 2218 4075  
Email Id: [ila@bhel.in](mailto:ila@bhel.in)



**BANK GUARANTEE FOR PERFORMANCE SECURITY**

Bank Guarantee No:

Date:

To

M/s. Bharat Heavy Electricals Ltd.  
Industrial Systems Group,  
PB No 1249, IISC post  
Malleswaram, Bengaluru - 560 012

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, New Delhi-110049 <sup>1</sup> through its Unit Industrial Systems Group at Malleswaram, Bengaluru - 560012 (name of the Unit) having awarded to \_\_\_\_\_ ( Name of the Vendor / Contractor / Supplier) with its registered office at \_\_\_\_\_ <sup>2</sup> hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No. \_\_\_\_\_ dated \_\_\_\_\_ <sup>3</sup> valued at Rs \_\_\_\_\_ <sup>4</sup> ( Rupees \_\_\_\_\_)/FC.....(in words) for ..... <sup>5</sup> (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to .....% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract.

we, \_\_\_\_\_, (hereinafter referred to as the Bank), having registered/Head office at ..... and inter alia a branch at ..... being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs \_\_\_\_\_ <sup>6</sup> ( Rupees \_\_\_\_\_) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We the .....bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforce able till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claim s satisfied or discharged.

We \_\_\_\_\_ BANK further agree with the Employer that the Employer shall have the fullest liberty without our c onsent and without affecting in any manner our obligations hereunder to vary any of the terms and condition s of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time t o time or to postpone for any time or from time to time any of the powers exercisable by the Employer again st the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating t o the said Contract and we shall not be relieved from our liability by reason of any such variation, or extensio n being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect o f so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the B ank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier a nd notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / C ontractor / Supplier 's liabilities.

This Guarantee shall remain in force upto and including \_\_\_\_\_<sup>7</sup> and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of con stitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be bi nding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_<sup>8</sup> we sha ll be discharged from all liabilities under this guarantee thereafter.

We, \_\_\_\_\_ BANK lastly undertake not to revoke this guarantee during its currency except with the previous c onsent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....<sup>6</sup>
- b) This Guarantee shall be valid up to .....<sup>7</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>8</sup> all rights under this g uarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this gu arantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authori

zed person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of

(Name of the Bank)

Dated.....

Place of Issue.....

<sup>1</sup> NAME AND ADDRESS OF EMPLOYER i.e Bharat Heavy Electricals Limited

<sup>2</sup> NAME AND ADDRESS OF THE VENDOR/CONTRACTOR/SUPPLIER

<sup>3</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>4</sup> CONTRACT VALUE

<sup>5</sup> PROJECT/ SUPPLY DETAILS

<sup>6</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>7</sup> VALIDITY DATE

<sup>8</sup> DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
2. Validity of the Bank Guarantee shall be for the entire Guarantee period + 3 months claim period

## FORMAT FOR DECLARATION CERTIFICATE FOR PROCUREMENT OF GOODS & SERVICES

Tender Ref No:

Item/ Package:

Project Name:

To

BHARAT HEAVY ELECTRICALS LIMITED,

Industrial Systems Group,

Prof. CNR Rao Circle,

Malleshwaram,

Bangalore - 560012

### **Type-I**

Applicable for bidders falling under countries not sharing land border with India (or) sharing land border with India but currently lines of credit facility extended by Govt. of India to that country

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I have read the clause regarding restrictions on procurement from bidders of a country which shares a land border with India, as specified in the Order ref. F.No.6/18/2019-PPD dated 23-July-2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and subsequent clarifications/ amendment issued from time to time in this regard. I hereby certify that our offer submitted against the subject tender is in compliance to the above mentioned order in totality and accordingly does not call for any registration with Competent Authority and this bidder is eligible to be considered.

Date: Signature :  
Place: Name of the Person :  
Designation :  
Firm Name :

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**Type-II**

Applicable for bidders falling under countries sharing land border with India but currently lines of credit facility is not extended to that country

I have read the clause regarding restrictions on procurement from bidders of a country which shares a land border with India, as specified in the Order ref. F.No.6/18/2019-PPD dated 23-July-2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and subsequent clarifications/ amendment issued from time to time in this regard. I Hereby certify that this bidder is from such a country and currently lines of credit facility is not extended by Govt of India to that country. Accordingly, for participating in the subject tender, bidder need to be registered with the Competent Authority. In this regard, the required formalities have been completed and the bidder has registered with Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard as specified in the above mentioned order and is eligible to be considered. Our registration details are indicated below. [ Note: Also applicable to Transitional Case]

Competent Authority Ref No:

Registration No & Date”

Name of the Company:

Registration valid upto:

(Copy of the certificate enclosed):

Date:

Signature :

Name of the person :

Designation :

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## **FORMAT FOR LOCAL CONTENT CERTIFICATE**

BHEL Tender Ref No:

Item/ Package:

Project Name:

To

BHARAT HEAVY ELECTRICALS LIMITED,

Industrial Systems Group, Prof. CNR Rao Circle,  
Malleshwaram, Bangalore – 560012

Subject: Certification for minimum local content in line with the latest order on Public Procurement (Preference to Make in India), Order 2017

It is certified that items offered by M/s \_\_\_\_\_ (Name of the bidder) for **LT Power Fire Survival Cable as per the technical specifications and terms & conditions of the above-mentioned tender for ----- Project** has local content of \_\_\_\_%.

Further, it is also certified that the local content % certified above is in line with definition of local content given in latest order on Public Procurement (Preference to Make in India), Order 2017 and M/s \_\_\_\_\_ (Name of the bidder) qualify as Class I local supplier.

It is further confirmed that address of the location (s) at which the local value addition is made will be as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date:	Signature	:
Place:	Name of the Person	:
	Designation	:
	Firm Name	:

**Note for bidder:** Percentage of local content shall be certified from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. This certificate shall be submitted along with the Part-I bid.

#### **BIDDER CONTACT DETAILS**

**PROJECT:**

**PACKAGE:**

Company Name:	
Company Address:	
Contact Person:	
GeM Seller ID:	
Telephone No:	
Mobile No:	
Alternate Mobile No.	
Email ID:	
Alternate Email ID	
Web Site Details if any	

## 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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**