

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|---|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 17-01-2025 14:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 17-01-2025 14:30:00 |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से) | 180 (Days) |
| Ministry/State Name/मंत्रालय/राज्य का नाम | Ministry Of Heavy Industries And Public Enterprises |
| Department Name/विभाग का नाम | Department Of Heavy Industry |
| Organisation Name/संगठन का नाम | Bharat Heavy Electricals Limited (bhel) |
| Office Name/कार्यालय का नाम | 10250020-pem, Noida |
| क्रेता ईमेल/Buyer Email | buycon956.bhelb.up@gembuyer.in |
| Item Category/मद केटेगरी | Custom Bid for Services - Wind Tunnel Test for Chimney for 2x 800 MW Koderma TPS |
| Similar Category/समान श्रेणी | <ul style="list-style-type: none"> Hiring of Consultants - Milestone/Deliverable Based |
| Contract Period/अनुबंध अवधि | 1 Year(s) |
| Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष | 1 Year (s) |
| MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट | No |
| Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट | No |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़ | Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *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 |
| Do you want to show documents uploaded by bidders to all bidders participated in bid?/ | No |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया | No |
| Type of Bid/बिड का प्रकार | Two Packet Bid |

Bid Details/बिड विवरण

| | |
|---|--|
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 7 Days |
| Payment Timelines | Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC) |
| Evaluation Method/मूल्यांकन पद्धति | Total value wise evaluation |
| Arbitration Clause | No |
| Mediation Clause | No |

EMD Detail/ईएमडी विवरण

| | |
|-------------------|----|
| Required/आवश्यकता | No |
|-------------------|----|

ePBG Detail/ईपीबीजी विवरण

| | |
|-------------------|----|
| Required/आवश्यकता | No |
|-------------------|----|

MII Compliance/एमआईआई अनुपालन

| | |
|-------------------------------|-----|
| MII Compliance/एमआईआई अनुपालन | Yes |
|-------------------------------|-----|

MSE Purchase Preference/एमएसई खरीद वरीयता

| | |
|---|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |
|---|-----|

1. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [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 the credentials of the service provider are validated on-

line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

3. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

GEM Availability Report (GAR):[1736153570.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1736153735.pdf](#)

Scope of Work:[1736153756.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1736154024.pdf](#)

Payment Terms:[1736154098.pdf](#)

Custom Bid For Services - Wind Tunnel Test For Chimney For 2x 800 MW Koderma TPS (1)

Technical Specifications/तकनीकी विशिष्टियाँ

| Specification | Values |
|--|--|
| Core | |
| Description /Nomenclature of Service Proposed for procurement using custom bid functionality | Wind Tunnel Test for Chimney for 2x 800 MW Koderma TPS |
| Regulatory/ Statutory Compliance of Service | YES |
| Compliance of Service to SOW, STC, SLA etc | YES |
| Addon(s)/एडऑन | |

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | The quantity of procurement "1" indicates Project based or Lumpsum based hiring. | Additional Requirement/अतिरिक्त आवश्यकता |
|----------------|---|-------------|--|--|
|----------------|---|-------------|--|--|

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेक्षिती/रिपोर्टिंग अधिकारी | Address/पता | The quantity of procurement "1" indicates Project based or Lumpsum based hiring. | Additional Requirement/अतिरिक्त आवश्यकता |
|----------------|---|--|--|--|
| 1 | Shamik Gupta | 201301,BHEL-PEM, PLOT NO-25, SECTOR-16A, NOIDA | 1 | N/A |

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

1. Certificates

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

2. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. 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.

15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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 governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

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

---Thank You/धन्यवाद---

2024

**BHEL PEM
GEM ATC**

PROJECT: 2 X 800 MW DVC Koderma TPS Phase-II - EPC
PACKAGE: Wind Tunnel Test for Chimney

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| INTEGRITY PACT | NA |
| BHEL PEM GEM ATC | 5 |

2 X 800 MW DVC Koderma TPS Phase-II - EPC– Wind Tunnel Test for Chimney

Letter head of Company

Ref.....

Date.....

Reference: <Insert GeM Enquiry Here>

1) For above mentioned project/package & GeM tender, we,

understand that our standard pre-printed terms and conditions are not valid and we
confirm compliance to all terms and conditions of NIT.

2) GST :-

For this tender, GST is as per below :-

Percentage (%) of GST considered on Ex Works :- _____%

(*Detailed Price Break shall be reverse calculated based on GST percentage furnished by bidder.

3) We confirm that we have submitted Duly signed Local Content certificate and land border
certificate as per tender format at Pg. no. **3 & 4** resp. of this document.

Yours very truly

.....(authorized signatory of company)

.....(firm name)

Company's Seal/stamp

Annexure-II

2 X 800 MW DVC Koderma TPS Phase-II - EPC– Wind Tunnel Test for Chimney

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 23.02.2023 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 and is eligible to be considered/participate in tender enquiry for against aforesaid tender enquiry.

Thanking you,

Yours truly

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

..... (firm name)

Annexure-III

2 X 800 MW DVC Koderma TPS Phase-II - EPC— Wind Tunnel Test for Chimney

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 with the referred GeM bid and Public Procurement (Preference to Make in India), Order 2017 dated-15.06.2017, 28.05.2018 & 29.05.2019, 04.06.20, 16.09.20 & 19.07.2024 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 works at
(complete address of the works)

Yours truly

..... (authorized signatory of company)

..... (firm name)

BHEL PEM GEM ATC

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INTRODUCTION

1. This is a Buyer specific document named Additional Terms & Conditions (ATC). This document is applicable for the enquiry issued on Government e-Marketplace (GeM) portal. These terms and conditions must be read in conjunction with GeM-General Terms & Conditions (GTC).
2. In case of any conflict, terms and conditions stipulated in ATC shall supersede those in GTC on GeM.

INSTRUCTIONS TO THE SUPPLIERS

Suppliers are advised to note the following instructions regarding Bid/Offer submission: -

1. To regularly visit GeM portal to access the tender documents and latest updates about the tender.
2. To study all the tender documents carefully. Any submission of tender by the Supplier shall be deemed to have been done after careful study & examination of the tender documents and with full understanding of the implications thereof. Non-compliance with any of the requirements and instructions in the Tender Enquiry shall be treated as an Incomplete Bid/Offer. Suppliers would be liable for actions as per extant policies/guidelines, if they fail to abide by any of the Policies including the terms and conditions stipulated in this document.
3. Ensure submission of their Bid/Offer on or before the latest due date and time indicated in the tender after taking cognizance of all the tender documents including corrigenda (if any) published against this tender.
4. To submit their Bids/Offers on GeM portal only.
5. Not to send copy of Bid/Offer through any other mode i.e. hard copy and or through email etc. In case Bids/Offers are received through any other mode other than GeM portal from any of the Suppliers against this tender, the same shall be ignored.
6. Incomplete Bid/Offer shall be rejected by giving a suitable cut-off date.

ORDER OF PRECEDENCE

In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following order of precedence:

- i. Amendments to Order/ Contract Purchase Order
- ii. Order/ Contract Purchase Order
- iii. Letter of Intent (LOI)/ Letter of Award (LOA)
- iv. Clarifications agreed between Buyer and Supplier in regards to the tender or the bidding conditions
- v. Corrigenda to NIT, with those of later date having precedence over those of earlier date
- vi. Enquiry letter and annexures except documents listed in point no (vii) to (x) below.
- vii. Technical Specifications
- viii. Additional Terms & Conditions (ATC)
- ix. Special Conditions of Contract (SCC), if any
- x. GeM General Terms & Conditions (GTC)

DEFINITION OF TERMS

Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise: -

- 1 **Owner** shall mean the **Customer** or **Client** for whose project the enquiry is issued by Buyer and shall include its successors and assignees as well as authorized officer(s)/ representative(s).
- 2 **Sub-Supplier** shall mean the person/ firm/ company/ organization to whom any part of the work has been sub-contracted by Seller/Supplier, with the written consent of Buyer, and shall include sub-Contractor's heirs, executors, administrators, representatives and assignees as agreed between Seller/Supplier and Buyer (BHEL).

Note - The term Supplier is used for Seller/ Bidder/ Vendor/Manufacturer in this document. The term Sub-Supplier is used for Sub-Contractor/ Sub-Vendor in this document.
- 3 **Site** shall mean and include the land and place on which the project station related facilities are to be constructed and any adjacent land which may be allocated or used by *Owner, Buyer or Supplier* in performance of the Order/ Contract.
- 4 **Erection** shall mean include all work required for complete installation, from receiving, unloading, storage, preservation, to fixing & securing the equipment in its space.
- 5 **Commissioning** shall mean successful/ satisfactory completion of Trial Operation and readiness of the contracted/ ordered package / plant and materials unit wise/ set wise/ individual sub-system etc. including associated stand by for commercial use. This will include all consumables and inputs required for pre-commissioning.
- 6 **Inspection Agency (IA)** shall mean person(s) authorized by Buyer / Owner to inspect the stores as per Order/ Contract at Supplier's / Sub-Supplier's works. Suppliers to raise inspection call on BHEL - Quality Surveillance System (<https://cqir.bhel.in>).
- 7 **Month** shall mean calendar month and **Week** shall mean 7 days.
- 8 **Services** shall include Engineering, Study, Calibration, Type Test, Supervision of Erection and/or Commissioning, Installation Check, PG Test, Demonstration, Operation & Maintenance (O&M), Annual Maintenance of Contract (AMC), etc.
- 9 **Performance Guarantee Test** shall mean a test to be conducted by the Supplier at Site and witnessed by Owner/ Buyer, as per procedure submitted by the Supplier and approved by Owner/ Buyer describing the objective of the test, detailed procedures to test the guaranteed parameters, obligations as per the order/ contract, results presentation procedure and verification & acceptance criterion.

TERMS & CONDITIONS

| | |
|------------|---|
| 1 | BID SECURITY/ EARNEST MONEY DEPOSIT (EMD) |
| 1.1 | a) EMD: Not Applicable |
| 1.2 | <p>Modes of Deposit: EMD shall be accepted only in the following forms:</p> <p>(i) Electronic Fund Transfer credited in BHEL account (before tender opening): BHEL PEM account details is given at the link https://pem.bhel.com/Documents/VendorSection/BHELBANKER.pdf</p> <p>(ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)</p> <p>(iii) Fixed Deposit Receipt (FDR)</p> <p>(iv) Bank Guarantee from any of the Scheduled Banks</p> <p>(v) Insurance Surety Bonds</p> <p>Scanned copy of EMD shall be uploaded by Supplier in the online bid and hard copy of the same (excluding EFT at pt.1.2(i)) shall have to be submitted to the Buyer within 7 (Seven) working days of bid opening, failing which the bid shall be rejected by giving a suitable cut off date.</p> |
| 1.3 | The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid/offer validity period. The EMD shall also be extended in case of extension of bid/offer validity. |
| 1.4 | <p>Forfeiture and Release/Return of EMD:</p> <p>i) A Supplier's EMD will be forfeited if the Supplier 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 Supplier fails to furnish the required performance security within the specified period mentioned in the Tender.</p> <p>ii) EMD by the Buyer shall be withheld in case any action on the Supplier is envisaged under the provisions of extant "Guidelines on Suspension of Business Dealings with Suppliers/ Contractors" of BHEL and forfeited/ released based on the action as determined under these guidelines placed at https://www.bhel.com/supplier-registration.</p> <p>iii) Bid securities of the unsuccessful Suppliers shall be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, Bid securities of unsuccessful Suppliers during first stage i.e. technical evaluation shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation.</p> <p>iv) Bid security shall be refunded to the successful Supplier on conclusion of the Order/ receipt of a performance security (if applicable).</p> |
| 1.5 | EMD shall not carry any interest. |
| 2 | PART-II BID OPENING IS SUBJECT TO FOLLOWING CONDITIONS: |
| | i) Qualification of Technical and/or Financial PQR as applicable. |

| | |
|------------|---|
| | <ul style="list-style-type: none"> ii) Techno-commercial compliance to the NIT (Bid). iii) Mandatory conformance to applicable Govt. of India rules/ guidelines/ notifications/ circulars as issued or amended time to time. iv) Techno-commercial approval of bidder by BHEL for which documents as asked by BHEL to be submitted by bidder. v). Approval of bidder by Customer: - Approval shall be taken up by BHEL with end customer. |
| 3 | REGISTRATION IN BHEL-PEM |
| | It is strongly recommended that suppliers get themselves registered in BHEL-PEM as a "Regular Supplier". Regular Suppliers for the package are informed about the floated tender enquiries by BHEL-PEM. Suppliers to apply online through 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 & submitted online through the website. |
| 4 | TECHNICAL PQR |
| | <p>a) Technical PQR: Applicable</p> <ul style="list-style-type: none"> i) Supplier has to provide the details as per TECHNICAL PQR in its Offer. Supplier to note that bids of only those Supplier(s) shall be evaluated who meet the Pre-Qualifying requirements. ii) This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dated 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations & Equipment's etc.) & hence criteria of prior experience/Turnover shall be same for all the Suppliers including Start-up/MSME. |
| 5 | FINANCIAL PQR |
| | a) Financial PQR: Not Applicable |
| 5A | Above terms of BHEL PQR(s) shall prevail in conflict (if any). |
| 6 | INTEGRITY PACT (IP): NOT APPLICABLE FOR THIS TENDER |
| 6.1 | a) IP |
| 6.2 | <p>IP is a tool to ensure that activities and transactions between the Company and its Suppliers are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed by BHEL with the approval of CVC.</p> <ul style="list-style-type: none"> a) Shri Otem Dai, IAS (Retd.) iem1@bhel.in b) Shri Bishwamitra Pandey, IRAS (Retd.) iem2@bhel.in c) Shri Mukesh Mittal, IRS (Retd.) iem3@bhel.in" <p>The IP (format as enclosed) is to be submitted (duly signed by authorized signatory) along with techno-commercial bid. Only those Suppliers 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.</p> <p>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 any of the IEMs mentioned above. All correspondence with the IEMs shall be done through email only.</p> |

~~“No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department officials whose contact details are provided below.”~~

7 PQR DOCUMENTS VERIFICATION

Suppliers to ensure that Third party / Customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority in the format given below. Suppliers to furnish latest verification details for checking veracity of document(s) by the Buyer. In case the same is found not available, Buyer has right to reject such document(s) from evaluation: -

| Sl. No. | Project Name | Customer Name, Contact Address, Phone No. & Email ID | Contract/ Order No. | Value of Contract/ Order | Brief of Work | Completion Date |
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8 CONFLICT OF INTEREST

A Supplier shall not have conflict of interest with other Suppliers. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The Supplier found to have a conflict of interest shall be disqualified.** A Supplier 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 Supplier, **or**
- e) Supplier participates in more than one bid in this bidding process. Participation by a Supplier 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:
 - f.i. The principal manufacturer directly or through one Indian agent on his behalf; and
 - f.ii. Indian/foreign agent on behalf of only one principal,**or**
- g) A Supplier 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. Suppliers must

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| | proactively declare such sister/ common business/ management units in same/ similar line of business. |
| 9 | LIMIT FOR SUPERVISION OF E&C CHARGES |
| | Supervision of E&C charges, if applicable, should not exceed 2% of the Total Contract Value (including Main Supply, E&C, Mandatory Spares, etc.) excluding freight & GST, failing which the quoted amount shall be adjusted (2% of the total contract value) by Buyer at the time of ordering. Payment shall be made as per the adjusted amount. |
| 10 | DETAILED PRICE BREAK-UP |
| | Suppliers to mention GST percentage for all the items as part of un-priced bid to be submitted along with their Techno-Commercial offer. |
| 11 | PRICES |
| | <p>Prices shall be FIRM / PVC is applicable, for the entire scope of work in line with the tender documents and subsequent clarifications / confirmations till completion of Order / Contract.</p> <p>PVC Formulae : Enclosed.</p> <p>PVC Limit : PVC upper limit shall be limited to +20%, & unlimited for lower limit.</p> |
| 12 | DELIVERY SCHEDULE & CONTRACT VALIDITY |
| 12.1 | <p>1. Delivery Schedule: -</p> <p>To fulfil GEM portal requirement - Delivery period shall be 84 days from the date of PO.</p> <p>For Contractual purpose - Delivery shall be 84 days from the date of furnishing of all inputs by BHEL. Submission of final report (in hard copy) acceptable to BHEL shall be considered as the delivery date. Any delay in submission of final report beyond stipulated time of 84 days shall be considered for LD calculation.</p> <p>2. Supplier to start manufacturing/supply only after getting the applicable engineering Drgs. /does approved from Buyer/ Owner. Drawings /documents submission/re-submission schedule shall be as indicated in technical specification which shall be used for progress monitoring purpose and required course correction, if any.</p> <p>3. The delivery date specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule. The delivery conditions specified are for contractual purposes. However, to meet project requirement, the Buyer may ask for early deliveries without any compensation thereof.</p> |
| 12.2 | <p>1. Validity of Contract (PO rates, terms and conditions): Supplier has to make supply of goods/services as per the delivery time mentioned above. However, due to unavoidable circumstances where there is delay in providing inputs/ clearances from the Buyer (inputs,</p> |

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| | <p>engineering approvals, deputing inspector for inspection, issuance of MDCC and/or any hold put by the Buyer for whatever reasons during execution of contract etc.) delivery time extension is admissible as per point no.3 below. In such situation it shall be obligatory on part of the Supplier to execute the contract at PO rates, terms and conditions provided inputs/ clearances have been accorded within validity of contract. Validity period for various activities shall be as defined below: -</p> <p>1.1 Validity of the contract for Main supply including quantity variation:</p> <p>Contract shall be valid for 365 days from the PO date. However, delay at Supplier's end (if any) shall be added to the validity period and contract validity shall get extended by the delay period at Supplier's end.</p> <p>For example: Original Delivery period for main supply: A (in days) Delay at Supplier's end: B (in days beyond "A" days) Contract validity: C+B (in days) Supplier to note that B is the Supplier delay days beyond original contractual delivery period for main supply /extended delivery period owing to time taken by BHEL.</p> <p>1.2 Validity of the contract for Supply of Mandatory Spares/ Services (other than PG test) applicable in the contract: Validity of contract for supply of mandatory spares/ services applicable in the contract shall be one year over and above contractual validity period for main supply including quantity variation as specified at point no. 1.1 above.</p> <p>1.3 Validity of contract for Performance Guarantee (PG) test: Validity of contract for PG test shall be till completion of the PG Test.</p> <p>2. Main supply including quantity variation, mandatory spares/ services applicable in the contract released/ cleared for manufacturing within contractual validity period, to be supplied by Supplier at PO rates, terms and conditions.</p> <p>3. Execution of the contract quantities released beyond contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.</p> |
| 12.3 | Drawing/Document schedule: - NA |
| 13 | TERMS OF DELIVERY AND INSURANCE - NA |
| | <p>13.1 Terms of delivery shall be F.O.R. dispatch station. All dispatches shall be through Road Carriers on Freight Pre Paid basis. E way Bill will be arranged by Supplier as per GST law.</p> <p>13.2 Unloading of items at delivery point shall be in the scope of Buyer.</p> <p>13.3 Transit Insurance shall be in the Supplier's account.</p> |
| 14 | DOCUMENTS FOR DISPATCH |
| | <p>Supplier to submit copy of following documents by e-mail immediately on completion of Service.</p> <p>i) Tax Invoice/ e-Invoice (as applicable),</p> |

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| | ii) Final Detailed Study Report iii) Packing List, iv) Insurance Intimation, v) E way bill (as applicable), vi) Copy of BHEL MDCC |
| 15 | PAYMENT TERMS |
| | <p>15.1 Payment - 100% payments shall be made to the Seller after acceptance of Final detailed study report by BHEL-PEM.</p> <p>15.2 Payment of Service(s) Charges: 100% payment shall be released after successful completion of the activity on pro-rata basis against CRAC/ certification by Buyer's Site or Engineering (as applicable) on submission of bills.</p> <p>15.3 Documents for Payment:</p> <p>a) For Supply including Mandatory Spares (if any):</p> <p> i) Original Tax Invoice/e Invoice (as applicable), ii) Packing List, iii) LR/Receipted LR, iv) CRAC/MRC (issued by project site engineer of Buyer/Owner), v) Guarantee Certificate, vi) E way bill (as applicable), vii) Copy of valid Insurance document and Intimation, viii) Proof for submission of Performance Security (if applicable), ix) Copy of BHEL MDCC, x) PVC Calculation & copy of all applicable indices (if PVC is applicable) </p> <p>b) <u>Docs for payment of Wind Tunnel Study for Chimney:</u></p> <p> i) Original Tax Invoice/e-Invoice (as applicable) & ii) Study report & Certification by Buyer's Site or Engineering (as applicable) </p> <p>15.4 Payments to Supplier's shall be released only after:</p> <p> a) Supplier has declared such invoice in GSTR-1as per the relevant GST Act. b) The tax component charged by the Supplier in the invoice matches with the details uploaded by the Supplier in GSTR-1and GST liability is discharged through GSTR 3B. </p> <p>In case, any GST credit is delayed/denied to the Buyer due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant GST Act for availing such ITC, or any other reasons not attributable to the Buyer, tax amount shall be recovered from the Supplier along with interest levied/ leviable on the Buyer.</p> <p>15.5 RXIL is an initiative instituted by Govt. of India for MSMEs. PEM strongly advise all the MSME suppliers to get themselves registered on RXIL(TreDs) for faster payments.</p> <p>15.6 Time line for Payment: Payment shall be made within timeline as mentioned below from the date of Completion of Services certified by Buyer's Site/Engineering.</p> |

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| | <p>a) Within 45 days for Supplier qualified and registered as Micro or small enterprises as per MSMED Act</p> <p>b) Within 60 days for Supplier qualified and registered as Medium enterprises as per MSMED Act</p> <p>c) Within 90 days for suppliers other than (a) & (b) above</p> <p>The supplier shall ensure submission of complete documents along with the bill. In case of incomplete documents, the bill shall be rejected, and next due date shall start from the date of closure of discrepancy by the Supplier.</p> <p>Provision of payment outside GeM shall be utilized.</p> <p>15.7 Notwithstanding anything to the contrary contained in any other document comprising the contract, no interest shall be payable by the Buyer to the Supplier on any money or balances including but not limited to the security amount, Performance Security amount, bank guarantee amount, EMD, retention money, any bills or any amount withheld which may become due owing to difference or misunderstanding or any dispute between the Buyer and the Supplier, or any delay on the part of Buyer in making periodical or final payment or any other aspects incidental thereto.</p> |
| 16 | PERFORMANCE SECURITY |
| 16.1 | <p>a) Performance Security: Not Applicable</p> <p>Supplier may opt any of the following for submission of Performance Security:–</p> <p>16.1.1: Initially 10% of the contract value (Total Order value excluding PVC). 5% of the contract value (excluding PVC) will be released after completion of Main Supply based on certification by PG. However, balance 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by PG.</p> <p>_____Or_____</p> <p>16.1.2: 5% of the contract value (total Order value excluding PVC). Additional 5% of the contract value (excluding PVC) will be deducted & retained from first bill & subsequent bill(s) of the same contract (in case the value of first bill is less than 5% of the contract value). The retention amount will be released after completion of Main Supply based on certification by PG. However, balance 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by PG.</p> <p>This percentage supersedes the GeM enquiry SD/Performance Security percentage.</p> |
| 16.2 | <p>Modes of Deposit: Supplier has to furnish Performance Security in the following forms:</p> <p>(i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</p> <p>(ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.</p> <p>(iii) 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, a/c BHEL).</p> |

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| | <p>(iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).</p> <p>(v) Insurance Surety Bond.</p> <p>BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.</p> |
| 16.3 | 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. Initial validity of Performance Security shall be as per GeM Bid |
| 16.4 | Performance Security value can be proportionately reduced after completion of Guarantee Period Unit wise/ Stage wise/Set wise/Scope wise (Main Supply/Mandatory spares/Services excluding PG test) subject to the units/sets/stages/Scope (Main Supply/Mandatory spares) being explicitly specified in delivery terms in the contract. However, Performance Security for the last unit/set/stage will be released only after completion of all contractual liability or guarantee period, whichever is later. |
| 16.5 | <p><u>Forfeiture and Release/Return of Performance Security:</u></p> <p>i) The Performance Security will be forfeited and credited to BHEL's account in the event of a breach of contract by the Supplier.</p> <p>ii) Performance Security shall be refunded to the Supplier 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 guarantee/warranty under the contract.</p> <p>iii) If Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package (if applicable), as per Order/ Contract is not conducted up to 36 months from supply completion for reasons not attributable to the Supplier then Performance Security for total contract shall be released on submission of undertaking by the Supplier that Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package shall be conducted as and when required by Buyer.</p> |
| 16.6 | The Performance Security shall not carry any interest. |
| 17 | LIQUIDATED DAMAGES (LD): |
| | Timely dispatch/delivery and completion of other schedules as stipulated in Order/Contract shall be the essence of Order/Contract. If the Supplier fails to complete the dispatch/delivery and other schedules within the time period stipulated in Order/Contract, or within any extension of time granted by the Buyer, it shall be lawful for Buyer to recover damages for breach of Order/Contract and hereunder. |

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| | <p>17.1 Buyer reserves the right to recover from the Supplier, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the total contract value excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding GST, if the Supplier fails to deliver any part of the ordered services within the period stipulated in the Order/ Contract.</p> <p>17.2 LD on service portion where delivery for services are defined separately in the Order/Contract. LD shall be applicable @ ½ percent, of the total service contract value excluding GST per week or part thereof. However, total LD (main supply and services) shall be limiting to 10% of cumulative total contract value (main supply + services) excluding GST.</p> <p>17.3 LD on mandatory spares portion where delivery for mandatory spares is defined separately in the Order/Contract. LD shall be applicable @ ½ percent, of the total of mandatory spares contract value excluding GST per week or part thereof, limiting to 10% of total contract value of mandatory spares excluding GST.</p> <p>17.4 In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s).</p> <p>17.5 Submission of final report (in hard copy) acceptable to BHEL shall be considered as the date of dispatch for levying LD. However, if date of receipt at site for indigenous supply is beyond the maximum validity of E-way bill as per extant govt. GST law then such excess period shall also be considered for LD purpose irrespective of the dispatch date.</p> <p>17.6 If Order/ Contract involves two or more Units/ Sets/ Stages, then Liquidated Damages shall be levied on order/ contract value excluding GST of the delayed Unit/ Set/ Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Stage wise and total LD amount shall be limited to 10% of total Order/ amended Order value excluding GST of delayed Unit/ Set/ Stage.</p> <p>17.7 The sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be incurred by the Buyer directly or indirectly on account of delay in delivery of material/equipment/services on the part of the Supplier and the said amount will be deductible without proof of actual loss or damage caused by such delay.</p> |
| 18 | GUARANTEE TERMS - Not Applicable |
| | <p>18.1 Guarantee Period (Unit wise, Stage wise, Set wise, System wise as applicable) for Supply package shall be Eighteen (18) months from the date of last dispatch.</p> <p>18.2 All Shortages/damages in sound cases shall be replenished free of cost by the Supplier, as early as possible however, not exceeding more than 45 days from the time of reporting the shortage/damage.</p> |

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| | <p>18.3 For shortages/damages during transit, Supplier shall supply replacements free of cost as early as possible, within 45 days from the time of reporting the defect/ loss/ rejection etc. by the Buyer/ Owner/ Site.</p> <p>18.4 For shortages/damages during handling at site, Supplier shall supply replacements, as early as possible, at the old contractual rates upon intimation to Supplier within 45 days from the time of reporting the defect/ loss/ rejection etc.</p> <p>18.5 All replacements and repairs during the guarantee period shall be delivered and completed promptly and satisfactorily within a period of 45 days from the time of reporting the defect/ loss/ rejection etc. Damaged items/parts can be taken back by Supplier on his own cost with the permission of Owner.</p> <p>18.6 All the replaced and replenished plant/ equipment/ stores shall also be guaranteed as per PO terms.</p> |
| 19 | <p>INSPECTION - Not Applicable</p> |
| | <p>19.1 Buyer and/or Buyer's nominated Inspection Agency shall have at all reasonable times access to Supplier's premises or works and shall have the power at all reasonable times to inspect drawings of any portion of the work or examine the materials and workmanship of the plant/ equipment/ stores during their manufacture, and if part of the plant/ equipment/ stores is manufactured at other premises, the Supplier shall arrange for inspection, examination and testing by the Inspection Agency as if the plant/ equipment/ stores is manufactured on the Supplier's premises. Procedure for approval of works shall be as per the procedure given on https://cqir.bhel.in/Cqir/jsp/Masters/Help File for suppliers.pdf</p> <p>Inspection calls should be raised by the Supplier on BHEL – Quality Surveillance System (https://cqir.bhel.in).</p> <p>Such inspection, examination and testing by itself shall not relieve the Supplier from any obligation under the Order/ Contract.</p> <p>19.2 Supplier shall give Inspection Agency reasonable notice of 15 days of any material being ready for testing and the Inspection Agency shall (unless the inspection of tests is voluntarily waived) attend at the Supplier's premises within seven (7) days of the date on which the material is notified as being ready. Tests are to be performed as per Buyer approved QAP (if applicable).</p> <p>19.3 In case of delay in witnessing of inspection beyond stipulated time (i.e. 7 days from the proposed date of inspection as notified by the Supplier through e-mail/call raised on BHEL – Quality Surveillance System (https://cqir.bhel.in) by the Buyer arising due to reasons not attributable to Supplier, Buyer will extend the delivery period for such delay in witnessing inspection. If the Buyer is not able to witness inspection up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall also be given to the Supplier to facilitate for arranging fresh inspection.</p> |

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| | <p>19.4 Where the Order/ Contract provides for tests/ inspections at the premises or works of the Supplier or any Sub-Contractor, the Supplier, except specified otherwise, shall provide free of charge such assistance, labour, materials, electricity, fuel, water, stores, apparatus, measuring instruments and test equipment including any other facilities as may be reasonably required to carry out such tests efficiently.</p> |
| 20 | <p>MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC) - Not Applicable</p> |
| | <p>20.1 When the tests have been satisfactorily completed at Supplier's works, the Inspection Agency shall issue an inspection report that effect within seven (07) days after completion of the tests, but if the tests were not witnessed by the Inspection Agency or his representative, the material acceptance report would be issued within seven (07) days after receipt of the test certificates by the Buyer.</p> <p>20.2 Buyer will issue MDCC to the Supplier 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 receipt of Inspection Report/Test certificates), by the Buyer due to reasons not attributable to the Supplier, Buyer shall extend the delivery period for such delay in issuing MDCC. If the Buyer is not able to issue MDCC up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall also be given to the Supplier to facilitate for arranging logistics arrangements.</p> <p>20.3 Supplier shall not dispatch any material before issue of MDCC by the Buyer.</p> |
| 21 | <p>PACKING LIST - Not Applicable</p> |
| | <p>Packing shall be in conformity with specifications and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage.</p> <p>Suppliers to submit Packing List along with advance set of documents for claiming payment which must indicate:</p> <ul style="list-style-type: none"> i. No. of boxes ii. Packing size. iii. Gross weight and net weight of each package. iv. Contents of the package with cross reference to BoM item code no. or item serial no. v. Quantity of each item separately. <p>The Packing list must cover all the BoM items and supplier to give the following undertaking in the Packing List: "The Packing List provided herewith is as per the BoM approved under Contract No.dated"</p> |
| 22 | <p>DELIVERY EXTENSION: EXTENSION OF CONTRACTUAL DELIVERY TIME</p> |
| | <p>Delivery time mentioned in the NIT includes full scope as mentioned in specification. Due diligence is to be observed by the Supplier to ensure timely completion of services as per specification.</p> <p>During the execution of the contract, time loss occurred owing to the reason attributable to the Buyer besides force majeure shall be considered for delivery time extension to the Supplier as given below:</p> <ul style="list-style-type: none"> i) Any Delay in providing Engineering input from buyer. |

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| | <p>ii) Time Loss in approval of the drawing/document as a result of increase in the iteration not attributable to the Supplier (i.e. resubmission owing to end customer comments) as certified by Buyer. Time extension equivalent to the resubmission time noted in the tech. spec and consequential increase in the approval time in lieu of increase in iteration shall be applicable. However, for incomplete re-submission time loss shall be in the Supplier's account.</p> <p>iii) Delay in providing engineering input by Buyer.</p> <p>iv) Delay in deputing inspector for inspection and delay in release of MDCC in line with clause no. 20 above.</p> <p>v) Any hold put by Buyer 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 15 days for the purposes of mobilization and demobilization of resources shall also be admissible.</p> <p>Supplier to note that Extension in delivery period if any with or without imposition of LD shall be considered after detailed delay analysis based on provisions given above. Supplier to provide dates of drg./doc. submission & re-submission (if any) within 7 days of Cat I approval. However, no delay analysis will be applicable if supply/service is completed within delivery schedule as specified in Order/ Contract.</p> |
| 23 | BREACH OF CONTRACT, REMEDIES AND TERMINATION |
| | <p>In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Supplier 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 Supplier, 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 Supplier, retention amount etc. with other units of BHEL.</p> <p>(iv) Any other mode as deemed fit by the Buyer at its sole discretion.</p> <p>(v) if recovery is not possible then legal remedies shall be pursued.</p> <p>However, Supplier shall continue performance of the Order/ Contract, under all circumstances, to the extent not cancelled.</p> |
| 24 | SUSPENSION OF BUSINESS DEALINGS |
| | <p>The "Guidelines on Suspension of Business Dealings with Suppliers/ Contractors" is placed at https://www.bhel.com/supplier-registration and, same shall prevail over Incident Management Policy of GeM.</p> |
| 25 | SUPPLIER PERFORMANCE MONITORING AND RATING SYSTEM |

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| | Supplier's performance will be evaluated as per Supplier Performance Monitoring and Rating System of BHEL. Please refer BHEL website www.bhel.com for details. |
| 26 | CONFIDENTIALITY |
| | Supplier shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the Buyer and also of systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/ or finalized during the course of execution of Order/ Contract. i.e. Supplier shall in no way share or use such intellectual property of Buyer to promote his own business with others. Buyer reserves the right to claim damages from the Supplier, or take appropriate penal action as deemed fit against the Supplier, for any infringement of the provisions contained herein. |
| 27 | INTELLECTUAL PROPERTY & LICENSES |
| | <p>If any patent, design, trademark, trade secret or any other intellectual property rights apply to the delivery or accompanying documentation/drawings, Buyer or its customer shall be entitled to the legal use thereof free of charge by means of a non-exclusive, assignable, transferrable, sub-licensable, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for the performance of the contract shall be promptly notified by the Supplier to the Buyer and shall be deemed to belong to the Buyer. The Supplier shall be obligated to cooperate with the Buyer and do everything necessary to obtain or perfect the above-mentioned rights in favour of the Buyer.</p> <p>The Supplier represents and guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. In the event a third party makes a claim, the Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties.</p> <p>The Supplier agrees to indemnify, defend and hold harmless the Buyer, its officers, employees, agents, representatives, successors, assignees or any of the Buyer's customers buying or using the goods or services specified herein, against any actual or alleged infringement of such intellectual property interests, claims by third parties in this regard and shall pay to the Buyer merely on demand without demur and without requiring the Buyer to furnish any proof of such claim, such sum as indicated in the demand towards any liabilities, damages, penalties, injuries, claims, demands, actions, cost and expenses etc. suffered as a result thereof.</p> <p>The Supplier agrees that its liability under this clause shall be unlimited.</p> |
| 28 | QUANTITY VARIATION: - NIL |
| 29 | <p>Additional Instructions to Bidder: -</p> <p>a) Bidders to inform GST percentage for all the items as part of un-priced bid to be submitted along with their Techno-Commercial offer. However, negotiation/PBO 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 GST percentage furnished by bidder.</p> <p>b) 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</p> |

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| | <p>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.</p> <p>c) Bidders to,</p> <ul style="list-style-type: none"> • Ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 4) F. No. 7/10/2021(1) PPD dt. 23.02.23. <p>to submit “Model Certificate for Tenders” as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 4), dt:- 23/02/23</p> <p>Note: Subsequent orders/circulars to be checked and to be complied.</p> <p>d) The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guideline.</p> <p>e) "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), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT"</p> <p>For this tender Only class – I bidder are eligible to participate and local content requirement is minimum 60%.</p> <p>f) 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.</p> |
| 30. | Prices quoted over GeM shall be FOR prices inclusive of all taxes and duties. Bidders to take due diligence in quoting prices over GeM. |
| 31. | Being non- divisible package, MSE preference shall be given in line with extant guidelines in vogue. |
| 32. | All other terms & conditions shall be as per GeM bid, above GeM Additional Terms & Condition and GTC on GeM 4.0 (version 1.20 dated 16.12.24) |



**PROJECT: 2X800 MW KODERMA TPS PH-II
EPC
TECHNICAL SPECIFICATIONS FOR WIND
TUNNEL TEST OF RCC CHIMNEY**

SPECIFICATION NO. PE-TS-519-620-C001

SECTION C

REV.NO. 1 DATE: 06-12-2024

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2X800 MW KODERMA TPS PH-II EPC

TECHNICAL SPECIFICATIONS FOR WIND TUNNEL TEST OF RCC CHIMNEY

DOCUMENT NO. PE-TS-519-620-C001
(REVISION 01)



BHARAT HEAVY ELECTRICALS LIMITED
Power Sector - Project Engineering Management
BHEL Sadan, Plot No. 25, Sector 16A, Noida (U.P.)-201301



**PROJECT: 2X800 MW KODERMA TPS PH-II
EPC
TECHNICAL SPECIFICATIONS FOR WIND
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SECTION 'C'

SPECIFIC TECHNICAL REQUIREMENTS

1. General Requirement

- 1.01. Bidder shall conduct wind tunnel study with a scaled down model of chimney in an established wind tunnel to study the along and across behaviour of the subject chimney under wind loading for the cases as mentioned in Table-1.

Table-1

| <u>Sl. No.</u> | <u>Cases</u> |
|----------------|--|
| 1 | STAND ALONE CHIMNEY, WITHOUT FLUE LINER |
| 2 | STAND ALONE CHIMNEY, WITH FLUE LINER |
| 3 | INTERFERENCE CASE WITH ADJACENT STRUCTURES, WITHOUT FLUE LINER |
| 4 | INTERFERENCE CASE WITH ADJACENT STRUCTURES, WITH FLUE LINER |

2. Subject project consists of one number twin flue RCC chimney of 275m height.

- 2.01. For every case of wind tunnel study, following parameters shall be derived and furnished in a detailed report.


- I. Natural frequency
- II. Bending Moment (at minimum four elevations)
- III. Shear Force (at minimum four elevations)
- IV. Deflection (at peak)

- 2.02. Dimensional analysis of subject chimney vis a vis the model, shall be conducted to find the various dimensional parameters.

This dimensional analysis shall be furnished in the detailed study report.

3. Wind Loading:

Wind loading will be in accordance with Indian Standard Code IS: 875 (Part 3) for a basic wind speed of 39 m/sec (K1-1.06, Terrain Cat-2). Across-wind loads due to vortex shedding shall be considered in study as per velocity range defined in IS 4998-2015.

| | | | |
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|  | PROJECT: 2X800 MW KODERMA TPS PH-II EPC TECHNICAL SPECIFICATIONS FOR WIND TUNNEL TEST OF RCC CHIMNEY | SPECIFICATION NO. PE-TS-519-620-C001 | |
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4. Material of construction


The bidder shall prepare an aero-elastic model of the chimney with fibre reinforced plastic or any other suitable material reflecting dynamic properties of subject chimney, whose properties may be dimensionally correlated with the grade of concrete of the subject chimney.

5. Bidder shall simulate the subject terrain in the wind tunnel, as per that given in IS 875 Part (III). Aero elastic model of chimney along with rigid model of all major structures (for interference case only) which are within the distance of “20 times the diameter of the chimney at the 2/3 height of the chimney” all around shall be considered in the study.

6. The bidder shall simulate inside the wind tunnel actual prototype flow conditions for the study. The scale of the model shall be such that the boundary conditions (side wall and roof) in the wind tunnel shall not alter the targeted flow conditions. However, the scale of the model shall not be less than 1:250

7. Report

After conducting the wind tunnel test, Bidder shall submit the detailed study report (in soft copy) for review of BHEL/Customer. Final detailed study report after incorporation of BHEL/Customer observations shall be submitted by the bidder (in soft copy and 3 hard copies).


| | | |
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|  | PROJECT: 2X800 MW KODERMA TPS PH-II EPC TECHNICAL PREQUALIFYING REQUIREMENT FOR WIND TUNNEL STUDY OF CHIMNEY | DOCUMENT NO. PE-TS-519-600-C031 |
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**TECHNICAL PREQUALIFYING REQUIREMENT OF BIDDERS
FOR
WIND TUNNEL STUDY OF CHIMNEY**

DOCUMENT NO. PE-TS-519-600-C031




**BHARAT HEAVY ELECTRICALS LIMITED
Power Sector - Project Engineering Management
BHEL Sadan, Plot No. 25, Sector 16A
NOIDA, U.P. – 201301**

| | | |
|---|---|---------------------------------|
|  | PROJECT: 2X800 MW KODERMA TPS PH-II EPC TECHNICAL PREQUALIFYING REQUIREMENT FOR WIND TUNNEL STUDY OF CHIMNEY | DOCUMENT NO. PE-TS-519-600-C031 |
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| | | | |
|--------------------------|---|---|-------|
| Project Title | : | 2X800 MW KODERMA TPS PH-II EPC | |
| Job No. | : | 519 | |
| Document No. | : | PE-TS-519-600-C031 | |
| Building / System | : | CHIMNEY | Sheet |
| Subject | : | TECHNICAL PREQUALIFYING REQUIREMENT OF BIDDERS FOR WIND TUNNEL STUDY OF CHIMNEY | |

| Rev. No. | Particulars | Prepared By | Checked By | Approved By | Remarks |
|----------|-------------|-------------|------------|-------------|---------|
| 0 | Name | MTA | LP /TMSR | SBP | |
| | Sign | | | | |
| | Date | 07.11.2024 | 07.11.2024 | 07.11.2024 | |

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|---|---|---------------------------------|
|  | PROJECT: 2X800 MW KODERMA TPS PH-II EPC TECHNICAL PREQUALIFYING REQUIREMENT FOR WIND TUNNEL STUDY OF CHIMNEY | DOCUMENT NO. PE-TS-519-600-C031 |
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TECHNICAL PREQUALIFYING REQUIREMENT FOR WIND TUNNEL STUDY OF CHIMNEY

1. Bidder should have successfully executed Wind Tunnel model and testing on aero-elastic model of a structure, of minimum height 100m, for any one of the following in the last seven years from the latest date of bid submission
 - a) One (1) work of value not less than 10,00,000 Rs (ten lac rupees) Ex-works price.

OR

 - b) Two (2) works each of value not less than 6,25,000 Rs (six lac twenty-five thousand rupees) Ex-works price.

OR

 - c) Three (3) works each of value not less than 5,00,000 Rs (five lakh rupees) Ex-works price.
2. Bidder should have their own Wind tunnel testing facility which shall be suitable for testing on model having a scale not less than 1:250.