

Bid Corrigendum

GEM/2022/B/2012048-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. **Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected) or Post Receipt Inspection at consignee site before acceptance of stores: TPI AGENCY NOMINATED BY BHEL
2. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid
3. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility for applicable rates (whichever is lower), subject to the maximum of quoted GST %.
4. Bidder shall submit the following documents along with their bid for Vendor Code Creation:
 - a. Copy of PAN Card.
 - b. Copy of GSTIN.
 - c. Copy of Cancelled Cheque.
 - d. Copy of EFT Mandate duly certified by Bank.
5. Buyer Added text based ATC clauses

BUYER ADDED BID SPECIFIC ATC CLA

1. Scope: supply (Bid price to include all cost components).
2. Bidder has to provide the details as per TECHNICAL PQR (part of Technical Specification in its offer and has to meet the Technical Pre-Qualifying requirements. Above terms for PQR shall prevail in conflict (if any).
3. Financial bid opening (Part-II) of a bidder shall be subjected to following:
 - i. Techno-Commercial evaluation by BHEL.
 - ii. Qualification of Technical PQR
 - iii. Offered item should mandatorily conform to PP-MII order provisions.
 - iv. Approval of vendor by end customer i.e. NTPC-Vendor is required to submit the Credentials

4. Payment terms:

Payments shall be made to the Seller within 60 days (45 days for seller qualified and registered as Micro or Small Enterprise (CRAC) and on-line submission of bills (This is in supersession of 10 days' time as provided in clause 14.1.1.1). Supplier has to provide Original + 1 copy of Tax invoice, Packing List, LR/RR or AWB, CRAC, Insurance in

Provision of offline payment in GeM shall be utilized.

Provision of offline payment in GeM shall be utilized.

5. Terms of Delivery:

As per cl. No. 13 of GTC on GeM. However, loading & Transit insurance shall be in the scope of Seller and unquote prices accordingly

Further, w.r.t. Transit Insurance supplier has to inform the details of dispatches (such as Policy No., Consignee LR No. & date, Invoice No. & date, Dispatch Origin & destination details etc.) to policy underwriter (whose det Insurance shall be in Supplier's scope and bidders are requested to quote accordingly.

6. Guarantee Terms: As per Cl. No. 10 of GTC on GeM for the bid. However, Guarantee & Warrantee time p shall be 18 months from the date of last supply in the contract for Main Supply & Mandatory Spares respectiv

7. Performance Bank Guarantee: Initial ePBG validity shall be 28 months from PO date for Main su Documents approval from customer/BHEL + delivery period of 6 months + 18 months guarantee period + Version 1.21).However, BG will be released only after completion of all contractual liability or guarantee perio

As per GEM, Single Purchase order (combined for Main supply and Mandatory Spares) shall be issued. Furt value of BG can be reduced on elapse of 2 months from expiry of Guarantee & Warrantee period of Main Sup

8. This package is of Divisible nature.

9. This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dt Security operations & Equipment's etc.) & hence criteria of prior experience/Turnover shall be same for all the

10. Bidders to mention freight/GST percentage for all the items as part of un-priced bid to be submitted along Total Evaluation (FOR as per GeM) price only as per GeM logic. Detailed Price Break up to be submitted by bic

11. Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQR qua authority such as name & designation of Issuing Authority and its organisation contact number and e-mail I such document from evaluation.

12. Bidder has to provide the details as per TECHNICAL PQR (part of Technical Specification in its offer and ha Technical Pre-Qualifying requirements. Above terms for PQR shall prevail in conflict (if any).

13. Delivery Period: Delivery period for sake of GeM bid shall be chosen as 1095 days from PO date. This is and Delay analysis purpose.

For Delivery and delay analysis purpose, delivery schedule mentioned below shall be considered:

Main Supply along with Commissioning spares:

Unit-1: Within Six (06) months, from date of CAT-1 approval of Primary drawing/documents or BHEL man submission/re-submission schedule as stipulated, in case of any delay in submission/re-submission of Primary period. Delay in BHEL's comments/approval beyond 18 days shall also be considered for delay analysis.

Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting manufact subsequent revisions incorporating all the BHEL comments within 10 days of comments received from BHE days from receipt. If there is delay from buyer side in approval of drawing - the delivery period shall be refix documents shall be considered for refixation of delivery.

Likely delivery of **Unit#2 and Unit#3** shall be two (2) months and Six (06) months after supply of Unit#1 m

NOTE:

1. Vendor to start manufacturing activities only after obtaining specific manufacturing clearance from BHEL Pu
2. In case BHEL manufacturing clearance date is later than the date of Cat-1 approval of Primary drawing/doc off the time gap between Cat-1 approval date of Primary drawing/documents and the manufacturing clearan drawing/documents.

List of applicable drawings/ documents: -

Sl no.	BHEL Drawing No
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1	PE-V0-434-100-M132
2	PE-QP-434-100-M131
3	PE-V0-434-100-M024

Notes:

1. The end period specified is for completion of the deliveries. Deliveries to start progressively so as to
2. The delivery conditions specified are for contractual LD purposes, however BHEL may ask for early
3. Non applicable drawing shall be decided during execution of the package.
4. Wherever schedule of drawings/documents submission / re-submission is stipulated in the Technical

Mandatory Spares: Supply within four (4) months from manufacturing clearance by BHEL. Separate dispatch Material shall be dispatched by vendor after issuance of MDCC by BHEL only.

14. Liquidated Damage:

a) Main Supply & Commissioning Spares :- Purchaser reserves the right to recover from the Seller/Contractor equivalent to half (½) percent and applicable GST thereon, of the total main supply & commissioning spares maximum of ten(10) percent of the total main supply & commissioning Spares contract price excluding goods/stores within the period stipulated in the Order/ Contract.

b) LD on mandatory Spares portion: - LD shall be applicable @ ½ percent and applicable GST thereon, week or part thereof, limiting to 10% of total contract value of mandatory spares excluding GST.

NOTE:

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

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

iii. If Order/ Contract involves two or more Units/ Sets/ Lots/ Stages, then Liquidated Damages shall be levied Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot/Stage wise, however total LD amount GST of delayed Unit/ Set/ Lot/Stage. Any subsequent lot released (not envisaged in original contract) due to as separate lot for the purpose of LD.

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

Above LD clause shall prevail over the LD clause of GeM GTC.

15. Quantity Variation: Quantity variation as per CMM Advisory is 0 %. Hence, proposed quantity variation conflict. This shall be informed to bidders through Bid Specific ATC.

16. Consignee Details (for PRC - Provisional Receipt Certificate & CRAC - Consignee's Receipt cum Acceptance) Consignee details of project considered are mentioned in NIT document for ready reference.

17. Inspection: Due to COVID-19 pandemic condition prevailing in the country, BHEL/PEM may go for Remote inspection equipped with the facilities/gadgets as indicated in the guidelines attached to take up the inspection REMOTE

<https://pem.bhel.com/Documents/VendorSection/Vendor/Guidelines.pdf>

Inspection call to be raised by bidder on BHEL CQIR portal (details shall be shared at the time of execution of order) within 7 days of the date on which the material is notified as being ready. In case of delay in witnessing of inspection (notified as being ready), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery time to witness inspection up to 15 days then in addition to delay beyond stipulated period, extension in delivery time shall be 15 days.

When the tests have been satisfactorily completed at Seller/ Contractor's works, the Inspection Agency shall issue the receipt of the test certificates by the Purchaser. If the tests were not witnessed by the Inspection Agency or his representative, the receipt of the test certificates by the Purchaser.

Purchaser will issue MDCC to the Seller/ Contractor within 7 days based on inspection report/ test certificate. If MDCC beyond 7 days stipulated time (i.e. from the date of successful inspection report), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the period for such delay in issuing MDCC. If BHEL is not able to issue MDCC up to 15 days then in addition to delay beyond stipulated period, extension in delivery time shall be 15 days to facilitate the vendor for arranging logistics arrangements.

18. Bidders have to note, "For this procurement, the local content to categorize a supplier as a Class I Local Supplier preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), (PPP-MII) issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall apply to Part-II bids against this NIT."

Regarding verification of local content, the local supplier at the time of tender, bidding or solicitation shall be required to provide a certificate w.r.t. dated 16.09.2020.

Both Class-I & Class-II local suppliers are eligible to bid in this tender.

Following point to be noted regarding verification of local content: -

The local supplier at the time of tender, bidding or solicitation shall be required to provide a certificate w.r.t. dated 16.09.2020.

Following may also pls. be noted by the bidders:

a. Eligibility of Suppliers: Class I Local Supplier, Class II Local Supplier (as per para no. 3(b) of Public Procurement (Preference to Make in India), (PPP-MII) issued by DPIIT)

b. Minimum Local Content required for qualifying a bidder as "Class I/ Class II Local Supplier": As per para no. 3A (b) of Public Procurement (Preference to Make in India), (PPP-MII) issued by DPIIT dt. 16/09/2020

c. Nature of Package: Divisible, for PPP-MII provisions.

d. Purchase Preference: As per para no. 3A (b) of Public Procurement (Preference to Make in India), (PPP-MII) issued by DPIIT

e. Margin of purchase preference: As per para no. 6 of Public Procurement (Preference to Make in India), (PPP-MII) issued by DPIIT

19. Risk Purchase clause is applicable and as per **Annexure-B & V** in case of default by GeM bidder.

20. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other bidding process. In case, the bidder is found having indulged in above activities, suitable action shall be taken

21. For recognition of dispatch, vendor to submit following documents to BHEL by e-mail/ fax immediately Invoice No., no. of boxes, PTL (if applicable) etc.) / Bill of Lading or AWB for foreign vendor, Packing List (Must each package, Contents of the package with cross reference to BoM item code no. or item serial no. and through email/fax, Dispatch Clearance.

22. Bidders to,

- ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 & Order No. 11/05
- ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD
- to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Proc

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

23. "Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its sub-wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Seller. In this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-

24. Following NOTE of BOQ shall be made part of ATC-

- i. Valve POD, Gear box POD & Actuator POD test, if already carried out by bidder for similar model, last five years from project start date of this project i.e.08.03.2018, shall be considered applicable for
- ii. Valve POD, Gear box POD & Actuator POD test, if required, as per technical specification & AWWA be included in the unit quoted prices of main valves. Bidder shall not indicate these charges as a separate
- iii. Main valve prices shall BE EXCLUSIVE of cost of Commissioning Spares prices.
- iv. Bidder is required to quote unit price of each item under commissioning spares & mandatory spares not be clubbed/ included in the unit price of Main valves.
- v. Commissioning spares --> One set each of Disc Seal, Bottom/ Cover Gasket with 'O' Rings & Seal 'O' rings and seal as applicable.
- vi. Valve design rating shall be as per technical specification.
- vii. For actual quantity of Mandatory Spares, please refer item description instead of Quantity column

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

- i. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the
- ii. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility for applicable rates (whichever is lower), subject to the maximum of quoted GST %.
- iii. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyer will not be offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
- iv. The bidder is required to upload, along with the bid, all relevant certificates such as BIS license, type test certificate, Product Specification given in the bid document.
- v. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot

26. Evaluation shall be on the basis of total all inclusive, landed price at consignee destination (Refer cl. No. 10 in the scope of buyer. Bidder to quote prices accordingly.

27. For bidders (who are not registered with BHEL-PEM) - Online registration portal is operational, Non-registered bidders through Online Registration Portal available at www.pem.bhel.com - vendor section - Online Supplier Registration form can be uploaded on the website and submit the application for registration. However, registration

- 28.** All the Buyer Added Bid Specific Additional Terms and Conditions shall supersede relevant terms & conditions.
- 29.** Bidders to comply with Packing Instructions and other parameters provided in tender specification documents.
- 30.** Please furnish NTPC's Main & Sub-supplier questionnaire (enclosed with this enquiry) and submit all the sheets on each page).
- 31.** Bidders to submit applicable Freight % & GST % included in their prices in unpriced bid format attached with the bid.
- 32.** PQR criteria uploaded with specification shall prevail. Value of Experience criteria and Past performance shall be as per specification.
- 33.** All other terms & conditions shall be as per selected Additional Terms & Conditions for subject bid and General Conditions of Contract as per enclosed documents shall be applicable.

Annexure-B

(ON COMPANY LETTER HEAD)

To,
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301

Dear Sir,

This has reference to:

1. Our offer for BUTTERFLY VALVES-SS for 3 X 800 MW PVUNL PATRATU TPP
2. Order no. F.No. 6/18/2019-PPD dt. 23.07.2020 issued by Ministry of Finance, New Delhi.

I have read the clause regarding restriction on procurement from a bidder of a country that M/s (Company Name _____) is not from such a country or,

if from such a country, has been registered with the competent authority. (*Strike th*

I hereby certify that M/s (**Company Name**) fulfil all requ
for procurement on GeM.

[where applicable, evidence of valid registration by the competent authority shall

Thanking You,
Yours faithfully,

Director/Proprietor/Partner
M/s _____

LOCAL CONTENT CERTIF
(ON COMPANY LETTER I

To,
Bharat Heavy Electricals Limited
PEM, PPEI Building, Plot No 25,
Sector 17 A, Noida (U.P)-201301
Subject: - Certification regarding local content
Reference: Tender Enquiry No.:
Name of Package: BUTTERFLY VALVES-SS

Name of Package: BUTTERFLY VALVES (STEAM SERVICE)

Project Name: 3 X 800 MW PVUNL PATRATU TPP PHASE-I

Dear Sir,

We hereby confirm that we have not taken any deviation in the above referred to
If any deviation in any part of our offer is found same shall be null & void.

Thanking You,

Yours faithfully,

M/s _____

BUYER ADDED BID SPECIFIC ATC CLA

1. Scope: supply (Bid price to include all cost components).
2. Bidder has to provide the details as per TECHNICAL PQR (part of Technical Specification in its offer and has to meet the Technical Pre-Qualifying requirements. Above terms for PQR shall prevail in conflict (if any).
3. Financial bid opening (Part-II) of a bidder shall be subjected to following:
 - i. Techno-Commercial evaluation by BHEL.
 - ii. Qualification of Technical PQR
 - iii. Offered item should mandatorily conform to PP-MII order provisions.
 - iv. Approval of vendor by end customer i.e. NTPC-Vendor is required to submit the Credentials

4. Payment terms: "clause no.4 of original bid stands deleted"

Payments shall be made to the Seller within 90 days (45 days for seller qualified and registered Enterprises) of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission in clause 12 of GeM GTC.

Supplier has to provide Original + 1 copy of Tax invoice, Packing List, LR/RR or AWB, CRAC, Insurance for payment. Provision of offline payment in GeM shall be utilized.

Provision of offline payment in GeM shall be utilized.

5. Terms of Delivery:

As per cl. No. 13 of GTC on GeM. However, loading & Transit insurance shall be in the scope of Seller and unquote prices accordingly

Further, w.r.t. Transit Insurance supplier has to inform the details of dispatches (such as Policy No., Consignee LR No. & date, Invoice No. & date, Dispatch Origin & destination details etc.) to policy underwriter (whose details Insurance shall be in Supplier's scope and bidders are requested to quote accordingly).

6. Guarantee Terms: "clause no.6 of original bid stands deleted"

As per Cl. No. 10 of GTC on GeM for the bid. However, Guarantee & Warrantee time period (to be separate for Main Supply & Mandatory Spares supply and it shall be 18 months from the date of award respectively.

7. Performance Bank Guarantee: Initial ePBG validity shall be 28 months from PO date for Main supply Documents approval from customer/BHEL + delivery period of 6 months + 18 months guarantee period + 18 months (as per Version 1.21). However, BG will be released only after completion of all contractual liability or guarantee period.

As per GEM, Single Purchase order (combined for Main supply and Mandatory Spares) shall be issued. Accordingly, extension if any shall be as per GeM Terms. However, proportionate value of BG can be reduced on Main Supply Scope/Mandatory Spares Scope (as applicable).

8. This package is of Divisible nature.

9. This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dt Security operations & Equipment's etc.) & hence criteria of prior experience/Turnover shall be same for all the items.

10. Bidders to mention freight/GST percentage for all the items as part of un-priced bid to be submitted along with Total Evaluation (FOR as per GeM) price only as per GeM logic. Detailed Price Break up to be submitted by bidder.

11. Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQR qualification authority such as name & designation of Issuing Authority and its organisation contact number and e-mail ID to be submitted with such document from evaluation.

12. Bidder has to provide the details as per TECHNICAL PQR (part of Technical Specification in its offer and has to meet Technical Pre-Qualifying requirements. Above terms for PQR shall prevail in conflict (if any).

13. Delivery Period: "clause no.13 of original bid stands deleted"

Delivery Period: Delivery period for sake of GeM bid shall be chosen as 999 days from PO date. This is Indicative Delay analysis purpose.

For Delivery and delay analysis purpose, delivery schedule mentioned below shall be considered:

Main Supply along with Commissioning spares:

Unit-1: Within Six (06) months, from date of CAT-1 approval of Primary drawing/documents or BHEL main drawing submission/re-submission schedule as stipulated, in case of any delay in submission/re-submission of Primary drawing. Delay in BHEL's comments/approval beyond 18 days shall also be considered for delay analysis.

Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting manufacturing. Subsequent revisions incorporating all the BHEL comments within 10 days of comments received from BHEL. If there is delay from buyer side in approval of drawing - the delivery period shall be re-fixed. Documents shall be considered for re-fixation of delivery.

Delivery shall be lot-wise for Unit-2 & 3, as given below: -

Unit-2 (Lot II) i.e. Six (6) months from the date of BHEL clearance based on PMG / Site clearance.

Unit-3 (Lot III) i.e. Six (6) months from the date of BHEL clearance based on PMG / Site clearance.

UNIT-WISE Quantities for Main + Commissioning spares shall be as below:

Unit	MAIN VALVES (ALONG WITH ACTUATOR) QTY WITHOUT COMMISSIONING SPARES (NOS.)	COMMISSIONING SPARES			
		GLAND PACKING (VALVES) (SETS)	BOTTOM GASKET (VALVES) (SETS)	O' RING AND SEALS FOR ELECTRIC ACTUATOR S (SETS)	DISC SEAL (SETS)
Unit-1	2	2	2	2	2
Unit-2	2	2	2	2	2
Unit-3	2	2	2	2	2

Notes:

1. Vendor to start manufacturing activities only after obtaining specific manufacturing clearance from BHEL P
2. In case BHEL manufacturing clearance date is later than the date of Cat-1 approval of Primary drawing/doc off the time gap between Cat-1 approval date of Primary drawing/documents and the manufacturing clearanc

List of applicable drawings/ documents: -

Sl no.	BHEL Drawing No	Drawing Title	Primary/ Secondary
1	PE-V0-434-100-M132	ACTUATOR DATASHEET FOR BUTTERFLY VALVE (STEAM SERVICE)	Primary
2	PE-QP-434-100-M131	GA DRAWINGS FOR BUTTERFLY VALVE (STEAM SERVICE)	Primary
3	PE-V0-434-100-M024	QP FOR BUTTERFLY VALVE (STEAM SERVICE)	Primary

Notes:

1. The end period specified is for completion of the deliveries. Deliveries to start progressively so as to meet t
2. The delivery conditions specified are for contractual LD purposes, however BHEL may ask for early deliveri
3. Non applicable drawing shall be decided during execution of the package.
4. Wherever schedule of drawings/documents submission / re-submission is stipulated in the Technical Speci

Mandatory Spares: Supply within four (4) months from manufacturing clearance by BHEL. Separate dispatc
Material shall be dispatched by vendor after issuance of MDCC by BHEL only.

14. Liquidated Damage: a) Main Supply & Commissioning Spares :- Purchaser reserves the right to reco
way of penalty, a sum equivalent to half (½) percent and applicable GST thereon, of the total main supply
thereof, subject to a maximum of ten(10) percent of the total main supply & commissioning Spares contract p
ordered goods/stores within the period stipulated in the Order/ Contract.

b) LD on mandatory Spares portion: - LD shall be applicable @ ½ percent and applicable GST thereon, of the
part thereof, limiting to 10% of total contract value of mandatory spares excluding GST.

NOTE:

- i. LR/RR date for indigenous supplies (Bill of Lading/AWB for Foreign supplies) shall be treated as the date

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

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

iii. If Order/ Contract involves two or more Units/ Sets/ Lots/ Stages, then Liquidated Damages shall be levied Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot/Stage wise, however total LD amount shall be calculated on the basis of GST of delayed Unit/ Set/ Lot/Stage. Any subsequent lot released (not envisaged in original contract) due to as separate lot for the purpose of LD.

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

Above LD clause shall prevail over the LD clause of GeM GTC.

15. Quantity Variation: Quantity variation as per CMM Advisory is 0 %. Hence, proposed quantity variation shall not be a conflict. This shall be informed to bidders through Bid Specific ATC.

16. Consignee Details (for PRC - Provisional Receipt Certificate & CRAC - Consignee's Receipt cum Acceptance Certificate) Consignee details of project considered are mentioned in NIT document for ready reference.

17. Inspection: Due to COVID-19 pandemic condition prevailing in the country, BHEL/PEM may go for Remote inspection equipped with the facilities/gadgets as indicated in the guidelines attached to take up the inspection REMOTE

<https://pem.bhel.com/Documents/VendorSection/Vendor/Guidelines.pdf>

Inspection call to be raised by bidder on BHEL CQIR portal (details shall be shared at the time of execution of order within 10 days of the date on which the material is notified as being ready. In case of delay in witnessing of inspection (not notified as being ready), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period to witness inspection up to 15 days then in addition to delay beyond stipulated period, extension in delivery time shall be applicable.

When the tests have been satisfactorily completed at Seller/ Contractor's works, the Inspection Agency shall issue the receipt of the test certificates by the Purchaser.

Purchaser will issue MDCC to the Seller/ Contractor within 7 days based on inspection report/ test certificate. If MDCC beyond 7 days stipulated time (i.e. from the date of successful inspection report), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in issuing MDCC. If BHEL is not able to issue MDCC up to 15 days then in addition to delay beyond stipulated period, extension in delivery time shall be applicable to facilitate the vendor for arranging logistics arrangements.

18. Bidders have to note, "For this procurement, the local content to categorize a supplier as a Class I Local Supplier preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), (PPP-MII) issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall apply to all Part-II bids against this NIT."

Regarding verification of local content, the local supplier at the time of tender, bidding or solicitation shall be required to provide a certificate w.r.t. dated 16.09.2020.

Both Class-I & Class-II local suppliers are eligible to bid in this tender.

Following point to be noted regarding verification of local content: -

The local supplier at the time of tender, bidding or solicitation shall be required to provide a certificate w.r.t. dated 16.09.2020.

Following may also pls. be noted by the bidders:

a. Eligibility of Suppliers: Class I Local Supplier, Class II Local Supplier (as per para no. 3(b) of Public Procurement (Preference to Make in India) issued by DPIIT)

- iv. The bidder is required to upload, along with the bid, all relevant certificates such as BIS license, type test Product Specification given in the bid document.
- v. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot.
- 26.** Evaluation shall be on the basis of total all inclusive, landed price at consignee destination (Refer cl. No. 25 in the scope of buyer. Bidder to quote prices accordingly).
- 27.** For bidders (who are not registered with BHEL-PEM) - Online registration portal is operational, Non-registered bidders can register through Online Registration Portal available at www.pem.bhel.com - vendor section - Online Supplier Registration. Registration can be uploaded on the website and submit the application for registration. However, registration fee is to be paid.
- 28.** All the Buyer Added Bid Specific Additional Terms and Conditions shall supersede relevant terms & conditions of the tender document.
- 29.** Bidders to comply with Packing Instructions and others parameters provided in tender specification document.
- 30.** Please furnish NTPC's Main & Sub-supplier questionnaire (enclosed with this enquiry) and submit all the sheets on each page).
- 31.** Bidders to submit applicable Freight % & GST % included in their prices in unpriced bid format attached with the bid.
- 32.** PQR criteria uploaded with specification shall prevail Value of Experience criteria and Past performance criteria.
- 33.** All other terms & conditions shall be as per selected Additional Terms & Conditions for subject bid and General Conditions as per enclosed documents shall be applicable.

Annexure-B

To,
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,

Plot No 25, Sector-16 A, Noida-201301

Dear Sir,

This has reference to:

1. Our offer for BUTTERFLY VALVES-SS for 3 X 800 MW PVUNL PATRATU TPP
2. Order no. F.No. 6/18/2019-PPD dt. 23.07.2020 issued by Ministry of Fin Division.

I have read the clause regarding restriction on procurement from a bidder of a country that M/s (Company Name _____) is not from such a country

or,

if from such a country, has been registered with the competent authority. *(Strike th*

I hereby certify that M/s (Company Name _____) fulfil all requirements for procurement on GeM.

[where applicable, evidence of valid registration by the competent authority shall

Thanking You,

Yours faithfully,

Director/Proprietor/Partner

M/s _____

M/s _____

To,
Bharat Heavy Electricals Limited
PEM, PPEI Building, Plot No 25,
Sector -I6A, Noida (U.P)-201301

Subject: - No Deviation Certificate

Reference: Tender Enquiry No.: _____

Name of Package: BUTTERFLY VALVES (STEAM SERVICE)

Project Name: 3 X 800 MW PVUNL PATRATU TPP PHASE-I

Dear Sir,

We hereby confirm that we have not taken any deviation in the above referred to
If any deviation in any part of our offer is found same shall be null & void.

Thanking You,
Yours faithfully,

M/s _____

