

GEM ATC

PROJECT:- 2X800 MW NTPC SINGRAULI TPP

STAGE-III – EPC

PACKAGE:- WIND TUNNEL TEST FOR
CHIMNEY

GEM BID NO: GEM/2024/B/5168919 DATED
17.07.2024

| TABLE OF CONTENTS | | |
|--------------------------|--|-----------------|
| Sl. No. | Description | Page No. |
| | INTRODUCTION | 2 |
| | INSTRUCTIONS TO THE SUPPLIERS | 3 |
| | ORDER OF PRECEDENCE | 4 |
| | DEFINITION OF TERMS | 5 |
| | TERMS & CONDITIONS | 6-17 |
| 1 | BID SECURITY/ EARNEST MONEY DEPOSIT (EMD) | 6 |
| 2 | PART-II BID OPENING | 7 |
| 3 | REGISTRATION IN BHEL-PEM | 7 |
| 4 | TECHNICAL PQR | 7 |
| 5 | FINANCIAL PQR | 7 |
| 6 | INTEGRITY PACT | 7 |
| 7 | PQR DOCUMENTS VERIFICATION | 7 |
| 8 | CONFLICT OF INTEREST | 7-8 |
| 9 | LIMIT FOR SUPERVISION OF E&C CHARGES | NA |
| 10 | DETAILED PRICE BREAK-UP | 8 |
| 11 | PRICES | 8 |
| 12 | DELIVERY SCHEDULE AND CONTRACT VALIDITY | 8-9 |
| 13 | TERMS OF DELIVERY AND INSURANCE | NA |
| 14 | DOCUMENTS FOR DISPATCH | 9 |
| 15 | PAYMENT TERMS | 10-11 |
| 16 | PERFORMANCE SECURITY | NA |
| 17 | LIQUIDATED DAMAGES | 12-13 |
| 18 | GUARANTEE TERMS | NA |
| 19 | INSPECTION | NA |
| 20 | MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC) | NA |
| 21 | PACKING LIST | NA |
| 22 | DELIVERY EXTENSION: EXTENSION OF CONTRACTUAL DELIVERY TIME | 15-16 |
| 23 | BREACH OF CONTRACT, REMEDIES AND TERMINATION | 16 |
| 24 | SUSPENSION OF BUSINESS DEALINGS | 16 |
| 25 | SUPPLIER PERFORMANCE MONITORING AND RATING SYSTEM | 16 |
| 26 | CONFIDENTIALITY | 16 |
| 27 | INTELLECTUAL PROPERTY & LICENSES | 16-17 |
| 28 | QUANTITY VARIATION | 17 |

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/Offer 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/Offer 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)
- 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 |
| 2 | PART-II BID OPENING IS SUBJECT TO FOLLOWING CONDITIONS: |
| | <ul style="list-style-type: none"> i) Qualification of Technical PQR. 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) Approval of Supplier by Owner (M/s NTPC LTD). |
| 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> <p>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.</p> <p>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.</p> |
| 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) |
| 6.1 | a) IP: Not Applicable |
| 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 |

| | <p>the Buyer. In case the same is found not available, Buyer has right to reject such document(s) from evaluation: -</p> <table><tr><th>Sl. No.</th><th>Project Name</th><th>Customer Name, Contact Address, Phone No. & Email ID</th><th>Contract/ Order No.</th><th>Value of Contract/ Order</th><th>Brief of Work</th><th>Completion Date</th></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> | Sl. No. | Project Name | Customer Name, Contact Address, Phone No. & Email ID | Contract/ Order No. | Value of Contract/ Order | Brief of Work | Completion Date | | | | | | | | | | | | | | |
|---------|---|--|---------------------|--|---------------------|--------------------------|---------------|-----------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Sl. No. | Project Name | Customer Name, Contact Address, Phone No. & Email ID | Contract/ Order No. | Value of Contract/ Order | Brief of Work | Completion Date | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| 8 | CONFLICT OF INTEREST | | | | | | | | | | | | | | | | | | | | | |
| | <p>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:</p> <ul style="list-style-type: none">i. they have controlling partner (s) in common; orii. they receive or have received any direct or indirect subsidy/ financial stake from any of them; oriii. they have the same legal representative/agent for purposes of this bid; oriv. 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, orv. 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; orvi. 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:<ul style="list-style-type: none">f.i. The principal manufacturer directly or through one Indian agent on his behalf; andf.ii. Indian/foreign agent on behalf of only one principal,orvii. 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, orviii. 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 proactively declare such sister/ common business/ management units in same/ similar line of business. | | | | | | | | | | | | | | | | | | | | | |
| 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 | | | | | | | | | | | | | | | | | | | | | |

| | |
|-------------|--|
| | Prices shall be FIRM for the entire scope of work in line with the tender documents and subsequent clarifications / confirmations till completion of Order / Contract. |
| 12 | DELIVERY SCHEDULE & CONTRACT VALIDITY |
| 12.1 | <p>1. Delivery Schedule</p> <p>a) Delivery Period: 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> |
| 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, 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 180 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>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> |
| 13 | TERMS OF DELIVERY AND INSURANCE- NA |
| 14 | DOCUMENTS FOR DISPATCH |
| | Supplier to submit copy of following documents by e-mail immediately on completion of service: |

| | |
|-----------|---|
| | <ul style="list-style-type: none"> i) Tax Invoice/ e-Invoice (as applicable) ii) Final detailed study report |
| 15 | PAYMENT TERMS |
| | <p>15.1 Payment: 100% Payment shall be released on submission of final detailed study report by supplier and acceptance by BHEL-PEM Engg.</p> <p>15.2 Documents for Payment:</p> <ul style="list-style-type: none"> a) <u>For Supply including Mandatory Spares (if any): NA</u> b) <u>For Services:</u> <ul style="list-style-type: none"> i) Original Tax Invoice/e-Invoice (as applicable) & ii) Final detailed study report acceptance by BHEL-PEM Engg <p>15.3 Payments to Supplier's shall be released only after:</p> <ul style="list-style-type: none"> 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>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>15.4 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>15.5 Time line for Payment: Payment shall be made within timeline as mentioned below from the date of issue of consignee receipt-cum-acceptance certificate (CRAC)/MRC/Completion of Services certified by Buyer's Site/Engineering.</p> <ul style="list-style-type: none"> a) Within 45 days for Supplier qualified and registered as Micro or small enterprises as per MSMED Act b) Within 60 days for Supplier qualified and registered as Medium enterprises as per MSMED Act c) Within 90 days for suppliers other than (a) & (b) above <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>15.6 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</p> |

| | |
|-------------|---|
| | 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. |
| 16 | PERFORMANCE SECURITY |
| 16.1 | a) Performance Security: Not Applicable |
| 17 | LIQUIDATED DAMAGES (LD): |
| | <p>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>17.1 In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s).</p> <p>17.2 Submission of final report (in hard copy) acceptable to BHEL shall be considered as the delivery date.</p> <p>17.3 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- NA |
| 19 | INSPECTION- NA |
| 20 | MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC)- NA |
| 21 | PACKING LIST-NA |
| 22 | DELIVERY EXTENSION: EXTENSION OF CONTRACTUAL DELIVERY TIME |
| | <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) Delay in providing engineering input by Buyer. ii) 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. |

| | |
|-----------|--|
| | 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. However, no delay analysis will be applicable if supply is completed within delivery schedule as specified in Order/ Contract. |
| 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 |
| | 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. |
| 25 | SUPPLIER PERFORMANCE MONITORING AND RATING SYSTEM |
| | 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 |
| | 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 |

| | |
|-----------|---|
| | <p>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. Variation limit mentioned here shall supersede in case of conflict |

2X800 MW NTPC SINGRAULI TPP STAGE-III - EPC
WIND TUNNEL TEST FOR CHIMNEY
BID NO: GEM/2024/B/5168919 DATED 17.07.2024
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

Reference: **GEM/2024/B/5168919 dated 17.07.2024**

Name of Package: **Wind Tunnel Test for Chimney**

Dear Sir,
This has reference to:-

1. Our Offer for Supply of **Wind Tunnel Test for Chimney** for **2x800 MW NTPC SINGRAULI TPP Stage-III - EPC project** against GEM Tender No. **GEM/2024/B/5168919 dated 17.07.2024**.
2. Order dated 23.07.2020 & 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 is eligible to be considered.

Thanking you,

Yours truly

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

..... (firm name)

2X800 MW NTPC SINGRAULI TPP STAGE-III - EPC
WIND TUNNEL TEST FOR CHIMNEY
BID NO: GEM/2024/B/5168919 DATED 17.07.2024
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

Reference: GeM Bid No. **GEM/2024/B/5168919** dated **17.07.2024**

Name of Package: **Wind Tunnel Test for Chimney**

Dear Sir,

We hereby certify that items offered by us of **Wind Tunnel Test for Chimney for 2x800 MW NTPC SINGRAULI TPP Stage-III - EPC project** meets the requirement of minimum local content in line with **GeM NIT** 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 and subsequent circulars if any.

Local content is%.

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)

Commercial compliance Annexure-B

| S No. | Description | Bidder reply/confirmation |
|-------|---|---------------------------|
| 1. | Participation in GeM bid is deemed to be considered as compliance to all terms and conditions of NIT. Deviations w.r.t. NIT, if any, are being ignored and all commercial terms and conditions as per NIT shall prevail. This is for your information please. | |
| 2. | Please provide rate of GST considered in offer price. | |
| 3. | Duly filled, signed and stamped local content and land border certificates are to be submitted with offer | |