**Annexure B (GeM ATC)**

***1x800 MW YAMUNANAGAR DCRTPP - “******PROOF CHECKING OF CIVIL AND STRUCTURAL DESIGN"***

***ADDITIONAL TERMS AND CONDITIONS OF GeM NIT – THE SAME SHALL SUPERSEDE TERMS AND CONDITIONS MENTIONED ELSEWHERE IN GEM-NIT***

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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:

1. Amendments to Order/ Contract Purchase Order
2. Order/ Contract Purchase Order
3. Letter of Intent (LOI)/ Letter of Award (LOA)
4. Clarifications agreed between Buyer and Supplier in regards to the tender or the bidding conditions
5. Corrigenda to NIT, with those of later date having precedence over those of earlier date
6. Enquiry letter and annexures except documents listed in point no (vii) to (x) below.
7. Technical Specifications
8. Additional Terms & Conditions (ATC)
9. Special Conditions of Contract (SCC), if any
10. GeM General Terms & Conditions (GTC)

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| --- | --- |
| 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 Buyerand 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.*   1. **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. 2. **Erection** shall mean include all work required for complete installation, from receiving, unloading, storage, preservation, to fixing & securing the equipment in its space. 3. **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.  |  | | --- | | 1. **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>). |  1. **Month** shall mean calendar month and **Week** shall mean 7 days. 2. **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. 3. **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:** |
|  | 1. Qualification of Technical PQR. 2. Techno-commercial compliance to the NIT (Bid). 3. Mandatory conformance to applicable Govt. of India rules/ guidelines/ notifications/ circulars as issued or amended time to time. 4. Approval of Supplier by Owner (M/s HPGCL). |
| 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](http://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** |
|  | **a) Technical PQR : Applicable**   1. **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)** |
| 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 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 | |  |  |  |  |  |  |  | |  |  |  |  |  |  |  | |
| 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:   1. they have controlling partner (s) in common; **or** 2. they receive **or** have received any direct or indirect subsidy/ financial stake from any of them; **or** 3. they have the same legal representative/agent for purposes of this bid; **or** 4. 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** 5. 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** 6. 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**   1. 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**   1. In case of a holding company having more thanone 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 | 1. **Delivery Schedule / Procedure for Submission and proof checking of drawings/documents :**   To fulfil GeM portal requirement - Delivery period shall be selected as 48 months from the date of PO.   1. BHEL shall submit the drawings/documents in the soft copy only.   On receipt of drawings/documents from BHEL, bidder (proof consultant) shall take maximum of fourteen (14) calendar days to verify the correctness by submitting stamped soft copy of the drawing/document or give comments through email to BHEL.  In case of comments on drawing/document by bidder, BHEL shall re-submit drawing/document after complying comments. On receipt of revised drawings/documents from BHEL, bidder shall take maximum of seven (07) calendar days to furnish their verification of the correctness on the drawing/document by submitting stamped soft copy of the drawing/document by email to BHEL.  The verified drawing/document shall be submitted by BHEL to customer/customer consultant for approval. In case of comments from customer/consultant, the same shall be incorporated by BHEL in the drawing/document and shall be resubmitted to bidder for proof checking. The bidder shall verify the drawing/document within five (05) calendar days by submitting stamped soft copy of drawing/document through email to BHEL.  **b)** Deputation of outstation visit to BHEL offices in Delhi/Noida, project site at Yamuna Nagar/customer office at Panchkula, Haryana for meetings/discussions (if required) shall be within seven (07) days from the date of BHEL intimation.  **2.0 Documents to be submitted by bidder (proof consultant) :** Soft copy of drawing/document with “Vetted/Verified” stamp along with signature. |
| 12.2 | **Validity of Contract for PO including quantity variation :**  The contract validity shall be up to 48 months from date of releasing Purchase Order for the works.  PO quantity including quantity variation applicable in the contract released within contractual validity period, to be executed by Supplier at PO rates, terms and conditions.  Execution of the contract quantities/PO for works beyond contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions. |
| 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:   1. Tax Invoice/ e-Invoice (as applicable) 2. Certification of BHEL-PEM Engg. for completion of activities/services. |
| 15 | **PRICE SCHEDULE :**  The bidder (proof consultant) shall submit the price in the price schedule format as per Table 1 below, |
| 15 | **PAYMENT TERMS**  The price of Item No. 1 of Price Schedule (**Table-1**) **above** will be allocated into different systems as specified in **Table-2** **below**. Further, the unit rate for each drawing/document of respective system shall be arrived by dividing the price of the system with total number of drawings/documents in that system.  This is for facilitating pro-rata payments purposes. The unit rate for verification of a  drawing/document shall also include verification of revisions until the approval of the same by customer/customer consultant.  However, the stage wise payment shall be as per **Table-3** **below.**  Refer **Table-4 below** for approximate No. of Documents/ Drawings for proof checking.    **15.1 Payment :** For proof checking of civil & structural engineering of structures (Item no.  1 of Table-1 of Price Schedule, payment shall be released on completion of activities/services mentioned in Table-3 (Stage wise payment) above after certification by BHEL-PEM Engg.  For outstation visit (Item no. 2 of Table-1 of Price Schedule), 100% payment shall be  released on completion of activates/services after certification by BHEL-PEM Engg.   * 1. **Documents for Payment :**  1. **For Supply including Mandatory Spares (if any) : NA** 2. **For Services :** 3. Original Tax Invoice/e-Invoice (as applicable) & 4. Certification of BHEL-PEM Engg. for completion of activities/services.    1. Payments to Supplier’s shall be released only after : 5. Supplier has declared such invoice in GSTR‐1as per the relevant GST Act. 6. 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.   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.   * 1. 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.   2. **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.      1. Within 45 days for Supplier qualified and registered as Micro or small enterprises as per MSMED Act 2. Within 60 days for Supplier qualified and registered as Medium enterprises as per MSMED Act 3. Within 90 days for suppliers other than (a) & (b) above   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.  **Provision of payment outside GeM shall be utilized.**   * 1. 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. |
| 16 | **PERFORMANCE SECURITY** |
| 16.1 | **a) Performance Security: Not Applicable** |
| 17 | **LIQUIDATED DAMAGES (LD) : Not Applicable** |
|  | ~~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.~~   * 1. ~~In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s).~~   2. ~~Submission of final report (in hard copy) acceptable to BHEL shall be considered as the delivery date.~~   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.~~ |
| 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 : Not Applicable** |
|  | ~~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.~~  ~~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:~~   1. ~~Delay in providing engineering input by Buyer.~~ 2. ~~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** |
|  | In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Supplier using following instruments:  (i) encashment of security instruments like EMD, Performance Security with PEM against the said contract.  (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.  (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.  (iv) Any other mode as deemed fit by the Buyer at its sole discretion.  (v) if recovery is not possible then legal remedies shall be pursued.  However, Supplier shall continue performance of the Order/ Contract, under all circumstances, to the extent not cancelled. |
| 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](http://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 | **QUANTITY VARIATION** |
|  | Quantity variation shall be limited to +25% (for item no. 2 of Table-1 of Price Schedule i.e. Outstation visit) for this tender. |
| 28 | **MSE PURCHASE PREFERENCE** |
|  | Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted. |
| 29 | “For this procurement, the local content to categorize a supplier as a Class I Local Supplier/ Class II Local Supplier / Non Local supplier and Purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), (PPP-MII) Order 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”.   1. **Eligibility of Suppliers :** **only Class I Local Suppliers**/ ~~Class II Local Supplier~~ are eligible to quote against this tender. 2. Minimum Local Content required for qualifying a bidder as **"Class I Local Suppliers”** shall be **60%** for this tender. 3. The local supplier at the time of tender, bidding or solicitation shall be required to provide a certificate w.r.t. minimum local content, in accordance with para 9 of PP-MII order revision dated 16.09.2020. 4. In accordance with para 9 (a) of DPIIT’s PP-MII order 2017 revision dated 04/06/2020**, only "** **Class I Local Suppliers**~~/ Class II Local Supplier~~” at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for the " **Class I Local Suppliers**/ ~~Class II Local Supplier~~”. They shall also give details of the location(s) at which the local value addition shall be made.   **The package is non-divisible in nature.** |
| 30 | Ministry of Finance (MoF) orders no F.No. 6/18/2019-PPD dated 23/07/2020 and clarification dated 24.07.2020 and any subsequent amendments/order shall be applicable for this NIT and compliance of these circulars shall be ensured by bidders. Further, relevant clause of order no. 25-11/6/2018-PG dated 02.07.20 issued by MoP shall also be complied. An undertaking regarding Model Clauses (as applicable from Annexure-III of the said circular) shall be furnished by bidders along with bid documents. |
| 31 | 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. |
| 32 | Evaluation will be done on L1 (Total cost to BHEL basis, including GST). Incomplete offer or part offer of GeM NIT BOM/BOQ shall be summarily rejected. |

**ON LETTER HEAD OF COMPANY**

**1 X 800 MW HPGCL YAMUNANAGAR** **DCRTPP**

**PROOF CHECKING OF CIVIL AND STRUCTURAL DESIGN**

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 Bid No. GEM/2024/B/5686614 Dtd. 23.12.2024

Name of Package: **PROOF CHECKING OF CIVIL AND STRUCTURAL DESIGN**

Dear Sir,

This has reference to: -

1. Our Offer for **PROOF CHECKING OF CIVIL AND STRUCTURAL DESIGN** for **1 X 800 MW HPGCL YAMUNA NAGAR DCRTPP** against above mentioned GEM Tender.

2. Order dated 23.07.2020 & 23.02.2023 and any subsequent amendments/order regarding 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

…………………………. (authorized signatory of company)

…………………………… (firm name)

**ON LETTER HEAD OF COMPANY**

**1 X 800 MW HPGCL YAMUNANAGAR DCRTPP**

**PROOF CHECKING OF CIVIL AND STRUCTURAL DESIGN**

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/5686614 Dtd. 23.12.2024

Name of Package: **PROOF CHECKING OF CIVIL AND STRUCTURAL DESIGN**

Dear Sir,

We hereby certify that items/service offered by us for **PROOF CHECKING OF CIVIL AND STRUCTURAL DESIGN** for **1 X 800 MW HPGCL YAMUNA NAGAR DCRTPP** 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, 04.06.2020,16.09.2024, 19.07.2024 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)

**ON LETTER HEAD OF COMPANY**

**1 X 800 MW HPGCL YAMUNANAGAR DCRTPP**

**PROOF CHECKING OF CIVIL AND STRUCTURAL DESIGN**

**GeM Bid No. GEM/2024/B/5686614 Dtd. 23.12.2024**

**Commercial compliance Annexure**

|  |  |  |
| --- | --- | --- |
| 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 along with offer. |  |