



Bid Number/बोली क्रमांक (बिड संख्या):

GEM/2024/B/4652984

Dated/दिनांक : 21-02-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	02-03-2024 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	02-03-2024 16:30:00
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
Total Quantity/कुल मात्रा	4633
Item Category/मद केटेगरी	8 SWG GI WIRE , 25 X 3 MM GS FLAT , 25 X 6 MM GS FLAT , 50 X 6 MM GS FLAT , DIA.1000MM LONG GS ROD 20 MM , 150X25X6 MM GS FLAT TEST LINK , HEAVY DUTY PIPE -PERF-3M-40NB GALV MS
BOQ Title/बीओक्यू शीर्षक	ABOVE GROUND EARTHING MATERIAL
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	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	25 X 3 MM GS FLAT
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

Bid Details/बिड विवरण

Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
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

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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Details of the Competent Authority for MSE

Name of Competent Authority	MANAGER
Designation of Competent Authority	MANAGER
Office / Department / Division of Competent Authority	PEM
CA Approval Number	NA
Competent Authority Approval Date	17-02-2024
Brief Description of the Approval Granted by Competent Authority	APPROVAL FROM COMPETENT AUTHORITY APPROVAL FROM COMPETENT AUTHORITY

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

Reserved for Make In India products

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

2. 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.

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

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

8 SWG GI WIRE

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	LAXMI KANT PRASAD	601203,The Construction Manager, Bharat Heavy Electricals Limited, Site Office, 2x660 MW Ennore SEZ STPP Site Office Voyalur Village, Minjur Post Tiruvallur Dist - 601 203, Tamil nadu	4300	180

25 X 3 MM GS FLAT

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

Technical Specifications/तकनीकी विशिष्टियाँ

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	LAXMI KANT PRASAD	601203,The Construction Manager, Bharat Heavy Electricals Limited, Site Office, 2x660 MW Ennore SEZ STPP Site Office Voyalur Village, Minjur Post Tiruvallur Dist - 601 203, Tamil nadu	1	180

25 X 6 MM GS FLAT

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
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BOQ Detail Document

[View File](#)

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

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	LAXMI KANT PRASAD	601203,The Construction Manager, Bharat Heavy Electricals Limited, Site Office, 2x660 MW Ennore SEZ STPP Site Office Voyalur Village, Minjur Post Tiruvallur Dist - 601 203, Tamil nadu	4	180

50 X 6 MM GS FLAT

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document

[View File](#)

BOQ Detail Document

[View File](#)

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

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	LAXMI KANT PRASAD	601203,The Construction Manager, Bharat Heavy Electricals Limited, Site Office, 2x660 MW Ennore SEZ STPP Site Office Voyalur Village, Minjur Post Tiruvallur Dist - 601 203, Tamil nadu	14	180

DIA.1000MM LONG GS ROD 20 MM

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	LAXMI KANT PRASAD	601203,The Construction Manager, Bharat Heavy Electricals Limited, Site Office, 2x660 MW Ennore SEZ STPP Site Office Voyalur Village, Minjur Post Tiruvallur Dist - 601 203, Tamil nadu	117	180

150X25X6 MM GS FLAT TEST LINK

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
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BOQ Detail Document[View File](#)

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

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	LAXMI KANT PRASAD	601203,The Construction Manager, Bharat Heavy Electricals Limited, Site Office, 2x660 MW Ennore SEZ STPP Site Office Voyalur Village, Minjur Post Tiruvallur Dist - 601 203, Tamil nadu	117	180

HEAVY DUTY PIPE -PERF-3M-40NB GALV MS

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document[View File](#)**BOQ Detail Document**[View File](#)

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

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	LAXMI KANT PRASAD	601203, The Construction Manager, Bharat Heavy Electricals Limited, Site Office, 2x660 MW Ennore SEZ STPP Site Office Voyalur Village, Minjur Post Tiruvallur Dist - 601 203, Tamil nadu	80	180

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

1. Generic

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

2. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

3. Inspection

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

BHEL Nominated TPIA

Post Receipt Inspection at consignee site before acceptance of stores:
BHEL Nominated TPIA

4. 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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

---Thank You/धन्यवाद---

Bid Corrigendum

GEM/2024/B/4652984-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
2. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
3. **Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):
BHEL Nominated TPIA

Post Receipt Inspection at consignee site before acceptance of stores:
BHEL Nominated TPIA
4. Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without

specifying equivalent Indian Certification / standards.

10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)

Sl. No.	TERMS & CONDITIONS (ATC)	GEM/2024/B/4652984
1.	Terms of Payment	<p>a)- Supply : 100% Payments shall be made to the Seller within 90 days (45 days for seller qualified and registered as Micro or small and 60 days for Medium enterprises as per MSMED Act.) 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). Supplier has to provide Tax invoice, E-invoice, BG, Packing List, LR/RR, CRAC, Insurance intimation, Guarantee Certificate, E-way bill (as applicable) for payment.</p> <p style="text-align: center;"><i>Provision of offline payment in GeM shall be utilized.</i></p>
2.	Prices	<p>PVC shall be applicable for GS FLATS & GI WIRES only, as per formulae (Annexure-B) enclosed with technical specification.</p> <p>Note: PVC shall be payable only for contractual delivery period (including delivery extension if any) i.e. no PVC shall be payable for delay in delivery attributed to vendor & in delayed delivery cases PVC for contractual delivery date & actual delivery date shall be compared and whichever found lower side shall be payable to vendor.</p>
3.	Terms of Delivery	<p>Terms of delivery shall be F.O.R. dispatch station. All dispatches shall be through Road Carriers on Freight Pre-Paid basis. Road Permit/E-way Bill if required will be arranged by Supplier. Loading shall be in the scope of Seller and unloading of items at delivery point shall be in the scope of BHEL. Transit insurance shall be in seller scope. Bidder to quote prices accordingly.</p> <p>Further, w.r.t. Transit Insurance, supplier has to inform the details of dispatches (such as Policy No., Consignee Name, Consignment Packing details, Project Name, Purchase Order No., LR No. & date, Invoice No. & date, Dispatch Origin & destination details etc.) to policy underwriter & copy to BHEL.</p>
4.	Delivery	<p>1.0 Delivery Terms: Main Supply: Delivery completion for Main supply shall be 90 days from the PO date. Notes:</p> <ol style="list-style-type: none"> a. Supplier to start manufacturing/supply only after getting the applicable engineering Drgs. /docs approved from BHEL/End Customer. b. Drawings /documents submission/re-submission schedule shall be as per cl 7.3 of VOLUME II-B, SECTION – II, sheet 3 of 3 of Technical specification which shall be used for progress monitoring purpose and required course correction, if any. c. The delivery date specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule. d. The delivery conditions specified are for contractual purposes. However, to meet project requirement, BHEL may ask for early deliveries without any compensation thereof. <p>2.0 Validity of contract (PO rates, terms and conditions):</p> <p>Vendor has to make supply of goods/services as per the delivery time mentioned above. However, due to unavoidable circumstances if delay happens in providing inputs/ clearances (inputs, Engineering approvals, deputing inspector for inspection, issuance of MDCC and any hold imposed owing to site issues etc.) for which delivery time extension is admissible as per point no.3, in such situation it shall be obligatory at vendor part to execute the contract at PO rates, terms and conditions where inputs/ clearances has been accorded within validity of contract. Validity period for various activities shall be as defined below or as mentioned in the NIT.</p> <p>2.1 Contract shall be valid for 180 ('C') days from the PO date. However, delay at vendor's end (if any) shall be added to the validity period and contract validity shall get extended by the delay period at vendor's end.</p> <p>For example: Original Delivery period for main supply: A (in days) Delay at vendor's end: B (in days beyond "A" days)</p>

		<p style="text-align: center;">Contract validity: C+B (in days)</p> <p>Notes:</p> <p>a. B is the Vendor delay days beyond original contractual delivery period for main supply /extended delivery period owing to time taken by BHEL.</p> <p>b. Main supply, applicable in the contract released/ cleared for manufacturing within contractual validity period, to be supplied by vendor/supplier at PO rates, terms and conditions.</p> <p>c. Execution of the contract quantities released beyond contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.</p> <p>3.0 Delivery Extension: Extension of contractual delivery time:</p> <p>Delivery time mentioned in the NIT includes Engineering completion time (time for drawing/document submission/resubmission by the vendor and review/approval of the same by the BHEL/End customer), manufacturing, inspection, Packing and dispatch time. Due diligence is to be observed by the vendor to ensure timely completion of engineering and supply.</p> <p>During the execution of the contract, time loss occurred owing to the reason attributable to BHEL besides force majeure shall be considered for delivery time extension to the vendor as given below: -</p> <p>i. Any Delay in providing comments/ approval on Primary drawing/documents beyond the stipulated time as specified in NIT.</p> <p>ii. Time Loss in approval of the drawing/document as a result of increase in the iteration not attributable to the vendor (i.e. resubmission owing to end customer comments) as certified by BHEL. 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 vendor account.</p> <p>iii. Delay in providing engineering input/material by BHEL.</p> <p>iv. Delay in deputing inspector for inspection and delay in release of MDCC in line with GEM ATC terms.</p> <p>v. Any hold put by BHEL 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 fifteen days for the purposes of mobilization and demobilization of resources shall also be admissible.</p> <p>Note: 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 Purchase order.</p>
5.	Liquidated Damage	<p>LD on Supply: Purchaser reserves the right to recover from the Seller/Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent and applicable GST thereon, of the total main supply contract price excluding GST per week or part thereof, subject to a maximum of ten(10) percent of the total main supply contract price excluding GST, if the Seller/ Contractor fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.</p> <p>NOTES:</p> <p>i. LR/RR date for indigenous supplies (Bill of Lading/AWB for Foreign supplies) shall be treated as the date of dispatch for levying LD. However, if received LR date for indigenous supply is beyond 30 days for FTL/ 45 days for PTL from the date of LR (PTL to be clearly mentioned in LR), such excess period shall be considered for LD purpose irrespective of dispatch date.</p>


		<p>Import General Manifest (IGM)/Bill of entry date (whichever is earlier), for foreign supplies, is beyond 90 days from the date of Bill of Lading/AWB, such excess period shall be considered for LD purpose irrespective of dispatch date.</p> <p>ii. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s).</p> <p>iii. If Order/ Contract involves two or more Units/ Sets/ Lots/ Stages, then Liquidated Damages shall be levied on order/ contract value excluding GST of the delayed Unit/ Set/ Lot/ Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot/Stage wise, however total LD amount shall be limited to 10% of total order/ amended order value excluding GST of delayed Unit/ Set/ Lot/Stage. Any subsequent lot released (not envisaged in original contract) due to increase in quantity within permissible quantity variation shall be treated as separate lot for the purpose of LD.</p> <p>iv. The sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be suffered by purchaser on account of delay on the part of the Contractor/Seller and the said amount will be deductible without proof of actual loss or damage caused by such delay.</p> <p>Above LD clause shall prevail over the LD clause of GeM GTC.</p>
6.	Guarantee Terms	As per Cl. No. 10 of GTC on GeM for the bid. Guarantee & Warrantee time period shall be 18 months from the date of last supply in the Main supply contract.
7.	Quantity Variation	NIL
8.	EMD Amount	NIL
9.	Performance Security Amount:	NIL
10.	Integrity Pact & CIF :	Not Applicable for this NIT
11.	<p>This is a conditional tender enquiry. Financial bid opening (Part-II) of a bidder shall be subjected to the following:</p> <p>i) Approval of vendor by end customer.</p> <p>ii) Techno-Commercial evaluation by BHEL.</p> <p>iii) Qualification of Technical PQR.</p> <p>iv) Offered item should mandatorily conform to PP-MII order provisions.</p>	
12.	<p>This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dtd. 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 bidders including start-up/MSME.</p>	
13.	<p>Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.</p>	
14.	<p>Bidders to ensure compliance to Order (Public Procurement No.4) dated 23.02.2023 released by Ministry of Finance Government of India (No.F.7/10/2021-PPD (1)).</p>	
15.	<p>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/guidelines</p>	

16.	Bidder has to provide the details as per TECHNICAL PQR in its offer and has to note that bids of only those bidders shall be evaluated who meet the Technical Pre-Qualifying requirements. Above terms for PQR shall prevail in conflict (if any).	
17.	For bidders (who are not registered with BHEL-PEM) - Online registration portal is operational, Non-registered Vendors who wish to apply for registration in BHEL-PEM can apply through Online 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 on the website and submit the application for registration. However, registration of suppliers is not mandatory in case of open tender.	
18.	Evaluation	Evaluation shall be on the overall L1 basis (landed price to BHEL at consignee destination) basis. Bidders to inform GST and freight percentage for all the items as part of un-priced bid to be submitted along with their Techno-Commercial offer.
19.	MII Provision	For this procurement, offer from the class -1 (meeting minimum local content of 60%) local suppliers shall be accepted. The local content to categorize a supplier as a Class I Local Supplier Purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 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. The supplier along with techno-commercial bid, shall be required to submit the following: - 1. Provide self-certification that they meet the requirements of Class I local supplier as per the provisions of PPP-MII Order of Govt. of India and relevant circulars issued by nodal ministry w.r.t. above mentioned orders (draft for local content is enclosed). 2. Give details of location(s) at which the local value addition is made in attached format. Package is not-divisible in nature. Note: Subsequent orders/circulars shall be applicable, if any.
20.	Purchase preference to Micro and Small Enterprises (MSEs): NA	
21.	Bidders to, <ul style="list-style-type: none"> • ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 & Order No. 11/05/2018-Coord. dt. 23/07/2020, if applicable. • ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020. • to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020. Note: Subsequent orders/circulars to be checked and to be complied.	
22.	Inspection & MDCC	Purchaser will issue MDCC to the Seller/ Contractor 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 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, 7 days' additional time shall be given to vendor to facilitate the vendor for arranging logistics arrangements.
23.	Pre-Qualifying requirement	Bidder has to provide the details as per TECHNICAL PQR (part of Technical Specification) in its offer and has to note that bids of only those bidders shall be evaluated who meet the Technical Pre-Qualifying requirements. Above terms for PQR shall prevail in conflict (if any).

24.	Any other special major condition	(i) Bidders shall be required to submit applicable Freight % & GST % included in their prices during tender clarification stage. (ii) Material shall be dispatched by vendor only after issuance of MDCC by BHEL. (iii) All the Buyer Added Bid Specific Additional Terms and Conditions shall supersede relevant terms & conditions of GeM GTC and shall prevail in case of conflict with any other terms & conditions of tender (if any).
25.	Breach of Contract:	In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Vendor 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 Vendor, 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 Vendor, retention amount etc. with other units of BHEL. (iv) if recovery is not possible then legal remedies shall be pursued.
26.	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/guidelines.	
27.	A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: a) They have controlling partner (s) in common; or b) They receive or have received any direct or indirect subsidy/financial stake from any of them; or c) They have the same legal representative/agent for purposes of this bid; or d) They have relationship with each other, directly or through common third parties, <u>that puts them in a position to have access to information about or influence on the bid of another Bidder;</u> or e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved. <u>However, this does not limit the inclusion of the components/sub-assembly/sub-assemblies from one bidding manufacturer in more than one bid;</u> or f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers <i>or</i> quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent /dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian /foreign agent on behalf of only one principal; Or g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidder must proactively declare such sister/common business/management units in same/similar line of business.	

28.	Details of Contact person SHAHWAZ AHMED Dy Engineer, PG-I E-Mail: shahwazahmed@bhel.in 9650992650	AWADHESH SINGH Sr.Manager, PG-I E-mail: awadheshsingh@bhel.in Mob: 9560148833
29.	All other terms & conditions shall be as per Buyer added bid specific ATC, selected Additional Terms & Conditions for subject bid and GTC version available on GeM Portal on enquiry date. All the Buyer Added Bid Specific Additional Terms and Conditions shall supersede relevant terms & conditions of GeM GTC and shall prevail in case of conflict (if any).	

PQR criteria shall be as mentioned below, Kindly ignore the PQR enclosed with Tech Spec.

	PRE-QUALIFICATION REQUIREMENTS FOR ABOVE GROUND EARTHING MATERIALS 2 X 660MW ENNORE STPP	PE-PQ-412-509-E002
		REVISION NO. 00, DATE 21.02.2024
		SHEET 1 OF 1

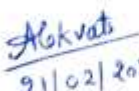
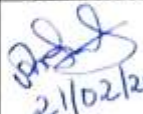
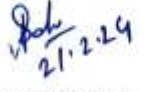


ITEMS: GS flats, GS rods, perforated pipe, GI stranded wires & test links

SCOPE: Supply : YES; Erection & Commissioning : NO;

1	Supplied GS flats/GS rods/perforated pipe/GI stranded wire/ test links.
2	Vendor should have capability of supplying galvanized flats/channels/angles/structure of 20 MT per month.
3	Vendor has his own galvanization plant. Vendor to furnish details of galvanizing process, zinc bath details, type of furnace, details of temperature monitoring, details of ETP etc. OR Vendor should get galvanization of earthing material done from any of BHEL-PEM approved galvanizers.
4	Supplied at least 20 MT of galvanized flats/channels/angles/structure in one or more orders.
5	Minimum two (2) nos. purchase orders for galvanized flats/channels/angles/structure shall be submitted which should not be more than five (5) years old from the date of techno-commercial bid opening for establishing continuity in business.

Notes:

1. Consideration of offer shall be subject to customer's approval of bidders, if applicable
2. Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self- attested English translated document should also be submitted.
3. Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.
4. After satisfactory fulfilment of the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all the other terms of tender.

PREPARED BY	CHECKED BY	REVIEWED BY	APPROVED BY
 21/02/2024 NAME: ALOK VATS DESIGNATION: Engineer	 21/02/2024 NAME: ANKUR ARORA DESIGNATION: Sr. Manager	 21.2.24 NAME: AYAN SAHA DESIGNATION: DGM	 21/02/2024 NAME: SANDEEP LODH DESIGNATION: AGM
			 21/02/2024 NAME: DEBASISA RATH DESIGNATION: GM & DH- ELECT.

To,

Bharat Heavy Electricals Limited
PEM, PPEI Building, Plot No 25,
Sector-16A, Noida (U.P)-201301

Subject: - No Deviation Certificate

Reference: Tender Enquiry No.: GEM/2024/B/4652984

Name of Package: ABOVE GROUND EARTHING & LIGHTNING PROTECTION MATERIALS

Project Name: 2x660 MW Ennore SEZ STPP

Dear Sir,

We hereby confirm that we have not taken any deviation in the above referred tender enquiry.

If any deviation in any part of our offer is found same shall be null & void.

Thanking You,

Yours faithfully,

M/s _____

LAND BORDER CERTIFICATE

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,

GeM Bid No. GEM/2024/B/4652984

Order no. F. No.F.7/10/2021-PPD (1)) dated 23.02.2023 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 certify 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 through if not applicable)

I hereby certify that M/s (Company Name _____) fulfil all requirements in this regard and is eligible to be considered for procurement on GeM.

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

Thanking You,
Yours faithfully,

M/s _____

LOCAL CONTENT CERTIFICATE

To,

Bharat Heavy Electricals Limited
PEM, PPEI Building, Plot No 25,
Sector 16 A, Noida (U.P)-201301

GEM bid no: GEM/2024/B/4652984

Package & project name: ABOVE GROUND EARTHING & LIGHTNING PROTECTION MATERIALS FOR 2x660 MW Ennore SEZ STPP

Dear Sir,

It is hereby certified that items offered for above cited Tender Enquiry has local content of [REDACTED]%

Further, it is also certified that the local content % certified above is in line with definition of local content given in Public Procurement (Preference to Make in India), Order 2017-revision, having ref no. P45021/2017/-PP (BE-II) dtd. 04.06.20 & 16.09.20 and qualify as Class [REDACTED] local supplier.

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

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Thanking You,
Yours faithfully,

M/s _____

UNPRICED SCHEDULE

GEM bid no: GEM/2024/B/4652984

Package & project name ABOVE GROUND EARTHING & LIGHTNING PROTECTION MATERIALS FOR 2x660 MW Ennore SEZ STPP.

S. No.	ITEM DESCRIPTION	UNIT	QUANTITY	Quoted Y/N	Freight %	Type of GST	GST %
1	GI WIRE 8 SWG	MTR	4300				
2	GS FLAT 25 X 3 MM	MT	1				
3	GS FLAT 25 X 6 MM	MT	4				
4	GS FLAT 50 X 6 MM	MT	14				
5	GS ROD 20 MM DIA.1000 MM LONG	NOS	117				
6	TEST LINK 150X25X6 MM GS FLAT	NOS	117				
7	40NB GALV MS HEAVY DUTY PIPE (PERF) 3M	NOS	80				

Note:

1. For details refer technical specification no. PE-TS-412-509-E003. (Rev-0)

M/s _____