

Bid Document

Bid Details	
Bid End Date/Time	19-05-2022 14:00:00
Bid Opening Date/Time	19-05-2022 14:30:00
Bid Offer Validity (From End Date)	80 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Bharat Heavy Electricals Limited (bhel)
Office Name	10250020-pem, Noida
Total Quantity	21
Item Category	NaOH dosing skid , Startup and Commissioning spares inclusive of all prevailing taxes, duties and other levies etc. , Impeller assembly, Qty 1 LOT means 1 no. of each type , Bearing assembly, Qty 1 LOT means 1 no. of each type , Motor, Qty 1 LOT means 1 no. of each type , Belt and pulley, Qty 1 LOT means 1 no. of each type , Gear box assembly, Qty 1 LOT means 1 no. of each type , Agitator shaft assembly, Qty 1 LOT means 1 no. of each type and size , Complete agitator assembly, Qty 1 LOT means 1 no. of each type and size , All types of local indicators, Qty 1 LOT means 1 no. of each type and model , Process Actuated Switch Devices All types of Pressure, diff. pressure, flow, temperature, level switch devices, Qty 1 LOT means 1 no. of each make, model and type , All type of Electronic Transmitters and Ultrasonic Transmitters including sensors, QTY 1 LOT means 10percent or 1 no. of each type and model whichever is more , Limit switches for isolation valves, Qty 1 LOT means 1 no. of each type , Local Gauges for Pressure, Differential pressure, flow, level, temp. Qty 1 LOT means 5percent or 1 no. of each type, model and range,whichever is more , Valves, Qty 1 LOT means 1 no. of each type, class, size and model , 2 way, 3 way, 5 way valve manifolds. QTY 1 LOT means 2 way, 3 way, 5 way valve manifolds , Fittings . QTY 1 LOT means 5percent or 1 no. of each type, class, size and model whichever is more , Lump sum supervision charges for one 1 Visit for Two Days for each dosing skid inclusive of charges of Air Fare,Rail Fare,Boarding,Lodging Local conveyance etc.
BOQ Title	CHEMICAL DOSING SYSTEM FOR NTPC KAHALGAON FGD PROJECT
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No

Bid Details	
Document required from seller	Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Primary product category	Lump sum supervision charges for one 1 Visit for Two Days for each dosing skid inclusive of charges of Air Fare,Rail Fare,Boarding,Lodging Local conveyance etc.
Time allowed for Technical Clarifications during technical evaluation	4 Days
Payment Timelines	Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	30

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

DY MGR

10250020-PEM, Noida, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Isha Rawat)

Splitting

Bid splitting not applied.

Reserved for Make In India products

Reserved for Make In India products	Yes
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MSE Purchase Preference

MSE Purchase Preference	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. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. 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 Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY.

3. 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.

4. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

NaOH Dosing Skid

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

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 and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ranjan Kumar Singh	813214,BHEL Kahalgaon Site Office, FGD Stage-I & II, NTPC Kahalgaon, Near SBI ATM, Dist-Bhagalpur, Bihar (PIN-813214)	2	600

Startup And Commissioning Spares Inclusive Of All Prevailing Taxes, Duties And Other Levies Etc.

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ranjan Kumar Singh	813214,BHEL Kahalgaon Site Office, FGD Stage-I & II, NTPC Kahalgaon, Near SBI ATM, Dist-Bhagalpur, Bihar (PIN-813214)	2	600

Impeller Assembly, Qty 1 LOT Means 1 No. Of Each Type

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ranjan Kumar Singh	813214,BHEL Kahalgaon Site Office, FGD Stage-I & II, NTPC Kahalgaon, Near SBI ATM, Dist-Bhagalpur, Bihar (PIN-813214)	1	600

Bearing Assembly, Qty 1 LOT Means 1 No. Of Each Type

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
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S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ranjan Kumar Singh	813214,BHEL Kahalgaon Site Office, FGD Stage-I & II, NTPC Kahalgaon, Near SBI ATM, Dist-Bhagalpur, Bihar (PIN-813214)	1	600

Motor, Qty 1 LOT Means 1 No. Of Each Type

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ranjan Kumar Singh	813214,BHEL Kahalgaon Site Office, FGD Stage-I & II, NTPC Kahalgaon, Near SBI ATM, Dist-Bhagalpur, Bihar (PIN-813214)	1	600

Belt And Pulley, Qty 1 LOT Means 1 No. Of Each Type

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ranjan Kumar Singh	813214,BHEL Kahalgaon Site Office, FGD Stage-I & II, NTPC Kahalgaon, Near SBI ATM, Dist-Bhagalpur, Bihar (PIN-813214)	1	600

Gear Box Assembly, Qty 1 LOT Means 1 No. Of Each Type

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ranjan Kumar Singh	813214,BHEL Kahalgaon Site Office, FGD Stage-I & II, NTPC Kahalgaon, Near SBI ATM, Dist-Bhagalpur, Bihar (PIN-813214)	1	600

Agitator Shaft Assembly, Qty 1 LOT Means 1 No. Of Each Type And Size

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

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 and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ranjan Kumar Singh	813214,BHEL Kahalgaon Site Office, FGD Stage-I & II, NTPC Kahalgaon, Near SBI ATM, Dist-Bhagalpur, Bihar (PIN-813214)	1	600

Complete Agitator Assembly, Qty 1 LOT Means 1 No. Of Each Type And Size

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
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S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ranjan Kumar Singh	813214,BHEL Kahalgaon Site Office, FGD Stage-I & II, NTPC Kahalgaon, Near SBI ATM, Dist-Bhagalpur, Bihar (PIN-813214)	1	600

All Types Of Local Indicators, Qty 1 LOT Means 1 No. Of Each Type And Model

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ranjan Kumar Singh	813214,BHEL Kahalgaon Site Office, FGD Stage-I & II, NTPC Kahalgaon, Near SBI ATM, Dist-Bhagalpur, Bihar (PIN-813214)	1	600

Process Actuated Switch Devices All Types Of Pressure, Diff. Pressure, Flow, Temperature, Level Switch Devices, Qty 1 LOT Means 1 No. Of Each Make, Model And Type

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ranjan Kumar Singh	813214,BHEL Kahalgaon Site Office, FGD Stage-I & II, NTPC Kahalgaon, Near SBI ATM, Dist-Bhagalpur, Bihar (PIN-813214)	1	600

All Type Of Electronic Transmitters And Ultrasonic Transmitters Including Sensors, QTY 1 LOT Means 10percent Or 1 No. Of Each Type And Model Whichever Is More

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ranjan Kumar Singh	813214,BHEL Kahalgaon Site Office, FGD Stage-I & II, NTPC Kahalgaon, Near SBI ATM, Dist-Bhagalpur, Bihar (PIN-813214)	1	600

Limit Switches For Isolation Valves, Qty 1 LOT Means 1 No. Of Each Type

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier

respectively)

Brand Type	Unbranded
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Technical Specifications

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ranjan Kumar Singh	813214,BHEL Kahalgaon Site Office, FGD Stage-I & II, NTPC Kahalgaon, Near SBI ATM, Dist-Bhagalpur, Bihar (PIN-813214)	1	600

Local Gauges For Pressure, Differential Pressure, Flow, Level, Temp. Qty 1 LOT Means 5percent Or 1 No. Of Each Type, Model And Range,whichever Is More

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

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 and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ranjan Kumar Singh	813214,BHEL Kahalgaon Site Office, FGD Stage-I & II, NTPC Kahalgaon, Near SBI ATM, Dist-Bhagalpur, Bihar (PIN-813214)	1	600

Valves, Qty 1 LOT Means 1 No. Of Each Type, Class, Size And Model

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

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 and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ranjan Kumar Singh	813214,BHEL Kahalgaon Site Office, FGD Stage-I & II, NTPC Kahalgaon, Near SBI ATM, Dist-Bhagalpur, Bihar (PIN-813214)	1	600

2 Way, 3 Way, 5 Way Valve Manifolds. QTY 1 LOT Means 2 Way, 3 Way, 5 Way Valve Manifolds

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ranjan Kumar Singh	813214,BHEL Kahalgaon Site Office, FGD Stage-I & II, NTPC Kahalgaon, Near SBI ATM, Dist-Bhagalpur, Bihar (PIN-813214)	1	600

Fittings . QTY 1 LOT Means 5percent Or 1 No. Of Each Type, Class, Size And Model Whichever Is More

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ranjan Kumar Singh	813214,BHEL Kahalgaon Site Office, FGD Stage-I & II, NTPC Kahalgaon, Near SBI ATM, Dist-Bhagalpur, Bihar (PIN-813214)	1	600

Lump Sum Supervision Charges For One 1 Visit For Two Days For Each Dosing Skid Inclusive Of Charges Of Air Fare,Rail Fare,Boarding,Lodging Local Conveyance Etc.

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ranjan Kumar Singh	813214,BHEL Kahalgaon Site Office, FGD Stage-I & II, NTPC Kahalgaon, Near SBI ATM, Dist-Bhagalpur, Bihar (PIN-813214)	2	600

Buyer Added Bid Specific Terms and Conditions

1. Buyer Added Bid Specific ATC

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

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- Class-1 Local suppliers are only eligible to bid for subject GeM tender/bid. Minimum Local Content required for qualifying a bidder as "Class 1 Local Supplier" is 50%**
- Performance Security amount
(a) CPBG @ 3% shall be applicable, since BG reduction benefit has been received from end customer.

Initial ePBG validity: 30 Months from the date of PO (10 months as Delivery period + 18 Months for Performance + 02 Months for claim period).

- Terms of Payment:** As per clause no. 12 (i) & (ii) of GTC on GeM. Supplier has to provide Consignee wise Tax invoice, Packing List, LR/RR, CRAC, Insurance intimation, Guarantee Certificate, E-way bill (as applicable) for payment. **Bidder to note that invoicing is to be done consignee wise. For claiming payments, the supplier/vendor shall submit following documents to BHEL PEM:**
 - GST compliant invoice
 - Receipted LR (signed & stamped)
 - Packing List: Must be indicating No. of boxes, Packing size, Gross weight and net weight of each package, Contents of the package with cross reference to BoM item code no. or item serial no.

- and Quantity of each item separately
- iv) Guarantee Certificate
- v) Copy of letter addresses to Insurance Company
- vi) Site Certification for supervision activity completion.

Payments shall be made to the Seller within 90 days FOR Non-MSME, 45 days for MSEs and 60 days for Medium enterprises.

4. **Terms of Delivery:** As per cl. No. 13 of GTC on GeM (i.e. Free Delivery at site basis including loading). However, Transit insurance shall be in the scope of seller. Bidder to quote prices accordingly. 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, Despatch Origin & destination details etc.) to policy underwriter.
5. **Delivery Period:** Delivery mentioned in GeM portal in no. of days from PO is just an indicative delivery for the purpose of entering in the GeM portal while floating NIT however actual delivery schedule shall be as follows:

"Main supply: Delivery Schedule shall be Six (06) months from date of CAT-1 approval of Primary drawing/documents or BHEL manufacturing clearance whichever is later.

Mandatory spares: 03 months from the date of BHEL clearance.

Supervision of commissioning: Bidder to depute their service engineer for supervision of Commissioning within 15 days from BHEL's intimation."

List of primary and secondary drawing/ documents applicable for supply of subject package and drgs sub/re-sub schedule shall be as per drawing list mentioned in the standard delivery schedule as per Annexure-1

Notes:

I) Vendor to start manufacturing activities only after obtaining specific manufacturing clearance from BHEL Purchase group.

II) In case BHEL manufacturing clearance date is later than the date of Cat-1 approval of Primary drawing/documents, then the contractual delivery period will be calculated by setting off the time gap between Cat-1 approval date of Primary drawing/documents and the manufacturing clearance date, from any delay by vendor in submission/re-submission of Primary drawing/documents".

6. **Liquidated Damage:** Following LD clause shall be applicable-
LD shall be calculated on consignee wise quantity. Purchaser reserves the right to recover from the Bidder, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent plus 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 consignee wise excluding GST, if the seller/contractor fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.
7. **Guarantee Terms:** As per Cl. No. 10 of GTC on GeM for the bid. However, bidder to submit Consignee Wise Guarantee & Warrantee, time period shall be 18 months from the date of last supply in the contract.
8. **Quantity Variation: NIL**
9. **Any other special major condition:**
 - (i) Bidder shall be asked to provide detailed break-up of quoted prices in Ex-works, freight & Tax components.
 - (ii) Bidder shall be asked to provide Freight % & GST %.
10. This is a conditional tender enquiry. Financial bid opening (Part-II) of a bidder shall be subjected to the following:
 - i) Techno-Commercial evaluation by BHEL.
 - ii) Qualification of Technical PQR
 - iii) Offered item should mandatorily conform to PP-MII order provisions.
 - iv) The vendors proposed shall be accepted based on Main Contractor's (i.e. BHEL) certification regarding past experience with the vendor for supply of similar items. The certification to be submitted to NTPC, before placing the order on the vendor. In case, proposed vendors for such items are not having past experience with Main Contractor (i.e BHEL), these vendors shall be assessed by

the Main Contractor (i.e BHEL) for their capability, and the assessment report shall be submitted to NTPC for reference & record, before placing order on the vendor.

11. 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 & Equipments etc.) & hence criteria of prior experience/Turnover shall be same for all the bidders including start-up/MSME.
12. Provision of offline payment in GeM shall be utilized.
13. PQR criteria will be uploaded with specification and shall prevail. Any other criteria appearing in GeM portal at the time of uploading NIT shall not be applicable.
14. 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 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.

Regarding verification of local content, the local supplier at the time of tender, bidding or solicitation shall be required to provide certification as per para 9 of PP-MII order revision dated 16.09.2020.

15. Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQI qualification should have verifiable details of document / certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and email Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.
16. Bidders to,
 - 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.
17. Due to COVID-19 pandemic condition prevailing in the country, BHEL/PEM may go for Remote Inspection of Offered items, if required. Vendors are requested to be equipped with the facilities/gadgets as indicated in the guidelines to take up the inspection REMOTELY.

Link for Remote Inspection Guidelines :

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

Inspection call to be raised by bidder on BHEL CQIR portal (details shall be shared at the of execution of order) and Inspection agency shall attend at the inspection within seven (07) days of the date on which the material is notified as being ready. In case of delay in witnessing of inspection beyond stipulated time (i.e. 7 days from the date on which the material is notified as being ready), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in carrying out inspection. If BHEL is not able to witness inspection up to 15 days then in addition to delay beyond stipulated period, extension in delivery time of 07 days for arranging fresh inspection will be given.

When the tests have been satisfactorily completed at Seller/ Contractor's works, the Inspection Agency shall issue an inspection report that effect within seven (07) days after completion of the tests, but if the tests were not witnessed by the Inspection Agency or his representative, the material acceptance report would be issued within seven (07) days after receipt of the test certificates by the Purchaser.

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 logistic arrangements.

18. All Bidders shall be required to submit applicable Freight % included in their prices during clarification stage of Tender.
19. 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.

20. DEFAULT/ BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE:

In case of delays (beyond the maximum late delivery period as per LD clause) in supplies, or if there be defective supplies or non-fulfilment of any other terms and conditions of the Contract as enumerated subsequently in this clause, then, without prejudice to its right to recover any expenses losses or damages to which the Buyer may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract or to suspend business dealings with the Seller/Contractor in terms of the Buyers' Guidelines for Suspension of Business Dealings as applicable from time to time, the Buyer shall also be entitled to cancel the Order/ Contract either in whole or portion thereof without compensation to Seller. On the occurrence of any of the acts/omissions mentioned below, the Buyer may if it so desires, procure upon such terms and in such manner as deemed appropriate, plant/ equipment/ stores not so delivered or others of similar description where plant/ equipment/ stores exactly complying with particulars are not, in the opinion of the Buyer (which shall be final), readily procurable, at the risk and cost of the Seller.

The Seller shall be liable to the Buyer for any excess costs incurred thereof and the Seller shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller shall on no account be entitled to any gain on such repurchases. If the Bidder does not agree to this Risk Purchase clause, BHEL reserves the right to reject the bid/offer of the Bidder. to this Risk Purchase clause, BHEL reserves the right to reject the bid/offer of the Bidder.

The order/contract may be cancelled in whole or part thereof and Risk & Cost Clause in line with terms and conditions of PO/Contract may be invoked by the Buyer in any of the following cases:

- i) If the Seller/Contractor fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or the seller's poor progress of the supply/service vis-à-vis delivery/execution timeline as stipulated in the contract, backlog attributable to the Seller including unexecuted portion of supply does not appear to be executable within balance period available;
 - ii) delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications/execution methodology;
 - iii) withdrawal from or repudiation/abandonment of the supply/services by the Seller before completion as per contract or if the Seller refuses or is unable to supply goods or material covered by the order/Contract either in whole or in part or otherwise fails to perform the Order/Contract.
 - iv) Non supply by the Seller within scheduled completion/delivery period as per contract or as extended from time to time for reasons attributable to the Seller;
 - v) Termination of Contract on account of any other reason(s) attributable to the Seller.
 - vi) Assignment, transfer, subletting of contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
 - vii) If the Seller be an individual or a Sole Proprietorship, in the event of death or insanity of the Seller.
 - viii) If the Seller/Contractor being an individual or if a partnership firm thereof, shall at any time be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolves under the Partnership Act;
 - ix) If the Seller/Contractor being a Company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager
 - x) Non- Compliance to any contractual condition or any other default attributable to the Seller.
- Such defaulting vendor/Seller shall not be eligible to participate in re-tendering conducted on account

of risk purchase made due to fault of such vendor/Seller.

21. All other terms & conditions shall be as per GeM bid, selected Additional Terms & Conditions from GeM library and GTC on GeM GTC version available on GeM Portal on enquiry floating date shall be applicable.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. 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](#)

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.

---Thank You---