

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-07-2024 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	29-07-2024 19:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (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	10360010-pe&sd Hyderabad
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	400 NB CI GATE VALVES for NTPC PATRATU FPS project
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),Additional Doc 4 (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
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No

Bid Details/बिड विवरण	
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.

Reserved for Make In India products

Reserved for Make In India products	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	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 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.

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:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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
- 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

400 NB CI GATE VALVES For NTPC PATRATU FPS Project (1 set)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	Amit Kundan Kumar	829119, Bharat Heavy Electricals Limited C/o- PUVNL, Patratu STT (3X800MW) Ramgarh Jharkhand	1	150

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**

After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 7 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 7 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing– the delivery period shall be refixed without LD for the period of delay in approval of Drawing.

3. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. **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 %.

5. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

6. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

7. **Generic**

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

8. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

9. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

10. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

11. Purchase Preference (Centre)

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% 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 percentage of 100% of total value.

12. Purchase Preference (Centre)

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

13. 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/BHEL TPIA/END CUSTOMER

Post Receipt Inspection at consignee site before acceptance of stores:
SITE ENGINEER

14. Inspection

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

15. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

16. Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

17. Certificates

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

18. Certificates

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

AS PER NIT

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19. Warranty

Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

20. Past Project Experience

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be

considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

21. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

A GENERAL		
1	Item Description	Supply of 400 NB CI GATE VALVES AND SPARES
2	Project	NTPC PATRATU FPS
B VENDOR APPROVAL		
1	Customer Preferred Vendors	Applicable
2	Other Vendors	<p>It is open to all; any Bidders can participate for this bids. However, their offers shall be considered for Price Bid Opening subject to the bidders satisfying the following:</p> <ul style="list-style-type: none"> i. Pre-Qualification Criteria (PQC) ii. Techno-Commercial terms of the enquiry iii. Approval* of End-Customer / End-Customer's PMC of bidder's brand/ make. <p><i>*Bidders should submit properly indexed documents regarding their credentials along with the offer to enable BHEL to take up their approval from end Customer. The documents required are mentioned below.</i></p>
3	Credential Documents Required for Vendor Approval	<ol style="list-style-type: none"> 1. Performance Certificate along with respective POs for similar type of items 2. Certificate of Incorporation from the Registrar of Companies/ Partnership Deed/ Proprietorship documents etc 3. Company Profile 4. Past-Track Record 5. Financial Reports for last 3 years 6. GSTIN & PAN CARD 7. Udayam Registration, if applicable
C PRE-QUALIFICATION CRITERIA		
1	Technical PQC:	<p>Refer attached Pre-Qualification Criteria (Technical).</p>

2	Financial PQC: 1. Bidder has to submit copies of Certificate of Incorporation from the Registrar of Companies/ Partnership Deed/ Proprietorship documents etc., GSTIN registration, PAN card etc. as applicable.	
3	Exemptions from PQC for MSE/ Verified Startups	Not Applicable
D SCOPE DEFINITION FOR PRICE OFFER		
1	Basic Price (for goods and services)	To be included in Bidder's Price Offer
2	Packing and Forwarding Cost (for goods)	To be included in Bidder's Price Offer
3	Freight (up to Site) (for goods)	To be included in Bidder's Price Offer
4	Transit Insurance	Transit insurance shall be in BHEL's Scope
5	All Taxes and Duties (apart from GST)	To be included in Bidder's Price Offer
6	GST	To be included in Bidder's Price Offer
7	Optional Price for Additional Items/ Optional Spares	Not Applicable
8	Price Variation Clause	Not Applicable
9	Unloading of goods	Unloading of the materials is in the scope of BHEL. However, demurrages on account of delay in unloading due to improper packing, non-availability of proper dunnage, not adhering to the tender conditions and other reasons attributable to supplier shall be on supplier's accounts only. Prior dispatch clearance shall be obtained from respective site. At site, for truck unloading, a maximum of 7 days shall be considered by Bidder.
10	Storage for shipped goods	Storage of unloaded goods is in the scope of BHEL.
E ORDER EXECUTION TIMELINES		

The delivery period mentioned in the GeM Bidding Document is from GeM Contract Date up to Date of Delivery at site/ Inspection Completion Date. Bidder must note the major timelines mentioned below for order execution.

Note: Bidders to follow mandatorily approved QAP and Datasheet enclosed in NIT.

1	S/ N	Event		Day s
	1	Drawing/ Datasheet Approval	Time allowed to vendor for 1st submission	07
	2		Time required by BHEL to review 1st submission	14
	3		Time allowed to vendor for subsequent submission	03
	4		Time required by BHEL to review/ approve subsequent sub mission	07
	5		Time required by end Customer for approval (if applicable)	14
	5	QAP Approval	Time allowed to vendor for 1st submission	07
	6		Time required by BHEL to review 1st submission	14
	7		Time allowed to vendor for subsequent submission	03
	8		Time required by BHEL to review/ approve subsequent sub mission	07
	9		Time required by end Customer for approval (if applicable)	14
	9	Time Required to arrange Inspection after Inspection Call		07
	10	Time to Issue IRN after Inspection		07
	11	Time to Issue MDCC after issue of IRN		14
	12	Time for P&F and Delivery		15
13	Time period of unloading of materials at project site		07	
2	Kick-Off Meeting	NOT APPLICABLE		
3	Drawing/ Datasheet Approval by Customer	APPLICABLE		
4	QAP Approval by Customer	APPLICABLE		
5	Delivery Period (Measured from)	Date of GeM PO Creation		
6	Delivery Period (Measured up to)	Date of Delivery at Site		
F	INSPECTION RELATED			

1	General Information	<p>The vendor must ensure that his correct works address (where inspection is to be performed) is updated in BHEL's CQIR portal with CQ Purchasing Unit/Agency as PE&SD, Hyderabad right after ordering. The supplier shall not be entitled for delivery amendment in the event of delay in conduction of inspection due to non-availability of the correct address on BHEL's CQIR portal. The vendor may contact the concerned Purchase Officer for further details.</p> <p>Inspection call to be raised in BHEL's CQIR portal in one-week advance from the planned date of inspection.</p> <p>Approved drawing/QAP must be available with supplier on the date of inspection.</p>
2	Penalty for Non-Inspection/ Rejection	Visit charges (paid by BHEL to the TPIA) shall be imposed as penalty on Supplier in case of material is not ready for inspection or the item is rejected.
G PAYMENT TERMS		
1	Payment Period	<p>Payments shall be made to the Seller within:</p> <p>§ 45 days for vendors qualified and registered as Micro or Small as per MSMED Act</p> <p>§ 60 days for vendors qualified and registered as Medium as per MSMED Act</p> <p>§ 90 days for Non-MSME vendors</p> <p>from the date of receipt of <u>complete set</u> of dispatch documents (defined below) at BHEL, Hyderabad.</p> <p>NOTE: Option of payment through TReDS is also available to MSME vendors.</p>
2	Dispatch Documents	<ol style="list-style-type: none"> 1. GST Compliant Invoice (<i>Original – signed and stamped</i>) 2. Consignee copy of LR / Courier Slip (<i>Original</i>) 3. Copy of Site-acknowledged LR (<i>signed with date and stamped by BHEL Receiving Site</i>) 4. Packing List (<i>Original – signed and stamped</i>) 5. CQIR / Inspection Reports (<i>Original – signed and stamped with proper indexing</i>) 6. Proof of Dispatch Clearance from BHEL 7. Guarantee/ Warranty Certificate 8. Final Documentation (O&M Manual/ As-Built Drawings/ etc. as mentioned in Technical Specification), <i>where applicable</i>. 9. Bank Guarantee (CPBG/ PBG), <i>where applicable</i>. 10. PVC Calculation with Supporting Documents, <i>where applicable</i>. 11. Any other documents as mentioned Dispatch instructions (DI) <p>NOTE: Any negative PVC, balance recoverable if any, balance recoverable penalty, etc. if not adjusted in earlier payments, will be adjusted at the time of final payment.</p>

3	Payment Against Partial Dispatches	In case of pro-rata payment against partial dispatches, ten percent of the invoice value shall be retained by the buyer, till completion of all dispatches.
4	Payment against Services	<p>For any installation/ commissioning activities (of non-turnkey packages), or supervision of erection and commissioning activities, or annual maintenance contracts (AMC): Full (100%) payment shall be released after successful completion of the activity on pro rata basis, on Site certification/ certification by engineering as applicable and on submission of other documents specified in the contract.</p> <p>Payment of O&M and AMC shall be released on quarterly basis after completion of each activity or as specified bidding document/ bid spec, based on Site certification and on submission of other documents specified in the contract.</p>
5	GST Payment	The GST amount of the vendor invoices will be paid by BHEL to vendor only after it is available to BHEL for taking GST input credit in GST portal.
6	Mode of Payment	Payments shall be made directly to the Seller/ Contractor by E-transfer. Seller/ Contractor to provide necessary information (bank account details etc.) for the same to BHEL. However, no interest shall be payable by the Purchaser on the security amount, bank guarantee amount or balance payment or any money which may become due owing to difference or misunderstanding or any dispute between the Purchaser and the Contractor, or any delay on the part of Purchaser in making periodical or final payment or any other aspects incidental thereto.
7	Penalty Terms	If the Seller/Service Provider fails to deliver any or all of the Goods/ Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.
8	Bank Guarantee (CPBG/ PBG) Related	<p>Not Applicable for this enquiry</p> <p><i>(if applicable):</i> Bidder must submit the Bank Guarantee for Contract Performance/ Performance Security (wherever contractually required) in the format provided by BHEL. Deviation from the format shall not be accepted. The bidder can reach out to BHEL in advance for seeking a copy of CPBG/ PBG format to read and understand the same.</p>
H	ADDITIONAL TERMS	

Timely Submission of Performance Security: Not Applicable for this enquiry

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(if applicable): Performance Bank Guarantee (PBG) is Applicable. The total amount of Performance Security should be ten percent (10%) of the value of the Letter of Intent (LOI). PBG is to be furnished within 30 days from the date of Contract. Initially, PBG has to be valid for 02 Year + 3 months claim period. Later, PBG has to be extended for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

The value of PBG can be reduced upto 10% of PO Value whose warranty obligations is yet to be completed after completion of initial validity of 02 Year + 3 months claim period.

Default/ Breach of contract, Insolvency, and Risk & Cost Purchase

If Seller/ Contractor

- § fails to deliver goods or materials or any instalment thereof within the period(s) fixed for such delivery or
- § delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or
- § withdraws his offer after the part two bid opening (Price bid opening) or
- § at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or
- § is unable to supply goods or materials covered by the Order/ Contract either in whole or in part or otherwise fails to perform the Order/Contract or
- § commits any breach of Order/ Contract not herein specifically provided for or
- § in the event of the death or insanity or if the Seller/ Contractor being an individual or if a firm on a partnership 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 is dissolved under the Partnership Act or

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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 shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the Purchaser may be put to incur or sustain by reason of Seller/ Contractor's default or breach of Order/ Contract, Purchaser shall be entitled to cancel the Order/ Contract either in whole or portion thereof without compensation to Seller/ Contractor and if the Purchaser so desires, may procure upon such terms and in such manner as deemed appropriate, stores not so delivered or others of similar description where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/ Contractor and the Seller/ Contractor shall be liable to the Purchaser for any excess costs provided that the Seller/ Contractor shall continue the performance of the Order/ Contract to the extent not cancelled under the provisions of this clause.

The Seller/ Contractor shall on no account be entitled to any gain on such repurchases.

Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:

- i. Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period considering its performance of execution.
- ii. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- iii. Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- iv. Termination of Contract on account of any other reason(s) attributable to Contractor/ Supplier.
- v. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.

Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

3	<p>Risk and Cost against Balance Work</p> <p>In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is atleast 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor.</p> <p>Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p> <p>Note: In case portion of service/ supply is withdrawn, no LD shall be applicable for portion of service/ supply withdrawn.</p>
4	<p>Recovery from Supplier</p> <p>Recoveries from contractor/ supplier shall be made from the following:</p> <ul style="list-style-type: none"> a) Dues available in the form of Bills payable to contractor/ supplier, SD, BGs against the same contract. b) Dues payable to contractor/ supplier against other contracts in the same Region/Unit/ Division of BHEL. c) Dues payable to contractor/ supplier against other contracts in the different Region/Unit/ division of <p>BHEL Legal Options for recovery of dues payable by the supplier/ contractor.</p>

Restriction On Bidders from Countries Sharing Land Border with India

1. 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.
2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
3. "Bidder from a country which shares a land border with India" for the purpose of this clause (Cl. 26.0) means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 5 4. The beneficial owner for the purpose of (Cl. J.3) above will be as under:
 - I. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation:
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements;
 - II. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - III. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - IV. Where no natural person is identified under (I) or (II) or (III) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - V. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

I MANDATORY DOCUMENTS TO BE SUBMITTED ALONG WITH OFFER

The bidder shall submit the following documents along with the offer:

REFERERNC	DESCRIPTION	REQUIREMENT
ANNEXURE-1	DECLARATION OF ACCEPTANCE OF BHEL'S TECHNO-COMMERCIAL TERMS	MANDATORY
ANNEXURE-2A & 2B	DEVIATION SCHEDULE	OPTIONAL
ANNEXURE-3	DECLARATION OF MINIMUM LOCAL CONTENT	MANDATORY
ANNEXURE-4	DECLARATION FROM BIDDERS FROM COUNTRY SHARING LAND BORDER WITH INDIA	MANDATORY
ANNEXURE-5	DETAILS FOR VENDOR CODE CREATION	OPTIONAL*
ANNEXURE-6	NEFT APPLICATION FORM	OPTIONAL*
	VENDOR CREDENTIALS	OPTIONAL**
	UDYAM CERTIFICATE	OPTIONAL***
	DOCUMENTS SUPPORTING PQC	MANDATORY
	UNPRICED PRICE BID DOCUMENT	MANDATORY

* Mandatory for bidders who are not registered suppliers of BHEL-PE&SD, Hyderabad.

** Mandatory for bidders who are not identified as Customer preferred vendors.

*** Mandatory for bidders seeking benefits available for MSME vendors.

J CONTACT PERSONS

1	For this Enquiry	<p>1) <u>For Technical Clarifications:</u></p> <p>Name: Shankar Ganesh Maddala Designation: Engineer / Engineering PE&SD Building-2nd Floor BHEL, RCPuram, Hyderabad-502032 Ph No: 040-2318-3781 Email Id: shankarganesh@bhel.in / udaykumarv@bhel.in</p> <p>2) <u>For Commercial Clarifications:</u></p> <p>Name: Pralay Shankar Mohanty Designation: Purchase Officer PE&SD Building-Ground Floor BHEL, RCPuram, Hyderabad-502032 Ph No: 040-2318-3214/5215 Email Id: psmohanty@bhel.in / gnpawar@bhel.in</p>
2	For Supplier Registration	<p>Name: Billa Kumar Gangaraju Designation: Manager Supplier Development Cell-PE&SD PE&SD Building-Ground Floor BHEL, RCPuram, Hyderabad-502032 Mob. no.: 9489202866 Email Id: billakumar@bhel.in</p>

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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---