



Bid Number/बोली क्रमांक (बिड संख्या):

GEM/2024/B/4713234

Dated/दिनांक : 01-03-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	11-03-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	11-03-2024 17:30:00
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	187000
Item Category/मद केटेगरी	2C-1.5-UNARMoured , 3C-1.5-UNARMoured , 5C-1.5-UNARMoured , 7C-1.5-UNARMoured , 12C-1.5-UNARMoured , 5C-2.5-UNARMoured , 12C-1.5-ARMoured
BOQ Title/बीओक्यू शीर्षक	LT PVC CONTROL CABLE FOR PATRATU STPP
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),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	2C-1.5-UNARMoured
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

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	250000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	25

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

ENGINEER

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

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 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 25%(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.

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 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

2C-1.5-UNARMoured

(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	Sanjeev Kumar	829119,BHEL Site office, 3x800MW PVUNL Patrattu, Distt. - Ramagarh, Jharkhand, Pin: 829119	97000	180

3C-1.5-UNARMoured

(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	Sanjeev Kumar	829119,BHEL Site office, 3x800MW PVUNL Patrattu, Distt. - Ramagarh, Jharkhand, Pin: 829119	5000	180

5C-1.5-UNARMoured

(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	Sanjeev Kumar	829119,BHEL Site office, 3x800MW PVUNL Patratu, Distt. - Ramagarh, Jharkhand, Pin: 829119	6000	180

7C-1.5-UNARMoured

(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	Sanjeev Kumar	829119,BHEL Site office, 3x800MW PVUNL Patratu, Distt. - Ramagarh, Jharkhand, Pin: 829119	13000	180

12C-1.5-UNARMoured

(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	Sanjeev Kumar	829119,BHEL Site office, 3x800MW PVUNL Patratu, Distt. - Ramagarh, Jharkhand, Pin: 829119	34000	180

5C-2.5-UNARMoured

(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	Sanjeev Kumar	829119,BHEL Site office, 3x800MW PVUNL Patratu, Distt. - Ramagarh, Jharkhand, Pin: 829119	31000	180

12C-1.5-ARMoured**(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	Sanjeev Kumar	829119,BHEL Site office, 3x800MW PVUNL Patratu, Distt. - Ramagarh, Jharkhand, Pin: 829119	1000	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. **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.

4. **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.

5. **Scope of Supply**

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

6. **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 25% of total value.

7. **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 TPIA

Post Receipt Inspection at consignee site before acceptance of stores:

N/A

8. **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.

9. **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.

10. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

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INTRODUCTION

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1. This is a Buyer specific document named Additional Terms & Conditions (ATC). This document is applicable for the enquiry issued on Government e-Marketplace (GeM) portal. These terms and conditions must be read in conjunction with GeM-General Terms & Conditions (GTC).
2. In case of any conflict, terms and conditions stipulated in ATC shall supersede those in GTC on GeM.

INSTRUCTIONS TO THE SUPPLIERS

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Suppliers are advised to note the following instructions regarding Bid/Offer submission: -

1. To regularly visit GeM portal to access the tender documents and latest updates about the tender.
2. To study all the tender documents carefully. Any submission of tender by the Supplier shall be deemed to have been done after careful study & examination of the tender documents and with full understanding of the implications thereof. Non-compliance with any of the requirements and instructions in the Tender Enquiry shall be treated as an Incomplete Bid/Offer. Suppliers would be liable for actions as per extant policies/guidelines, if they fail to abide by any of the Policies including the terms and conditions stipulated in this document.
3. Ensure submission of their Bid/Offer on or before the latest due date and time indicated in the tender after taking cognizance of all the tender documents including corrigenda (if any) published against this tender.
4. To submit their Bids/Offers on GeM portal only.
5. Not to send copy of Bid/Offer through any other mode i.e. hard copy and or through email etc. In case Bids/Offers are received through any other mode other than GeM portal from any of the Suppliers against this tender, the same shall be ignored.
6. Incomplete Bid/Offer shall be rejected by giving a suitable cut-off date.

ORDER OF PRECEDENCE

In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following order of precedence:

- i. Amendments to Order/ Contract Purchase Order
- ii. Order/ Contract Purchase Order
- iii. Letter of Intent (LOI)/ Letter of Award (LOA)
- iv. Clarifications agreed between Buyer and Supplier in regards to the tender or the bidding conditions
- v. Corrigenda to NIT, with those of later date having precedence over those of earlier date
- vi. Enquiry letter and annexures except documents listed in point no (vii) to (x) below.
- vii. Technical Specifications
- viii. Additional Terms & Conditions (ATC)
- ix. Special Conditions of Contract (SCC)
- x. GeM General Terms & Conditions (GTC)

DEFINITION OF TERMS

Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise: -

1 **Owner** shall mean the **Customer** or **Client** for whose project the enquiry is issued by Buyer. It shall include its successors and assignees as well as authorized officer(s)/ representative(s).

2 **Sub-Supplier** shall mean the person/ firm/ company/ organization to whom any part of the work has been sub-contracted by Seller/Supplier, with the written consent of Buyer, and shall include Contractor's heirs, executors, administrators, representatives and assignees as agreed between Seller/Supplier and Buyer (BHEL).

Note - The Term Supplier is used for Seller/ Bidder/ Vendor/Manufacturer in this document. Sub-Supplier is used for Sub-Contractor/ Sub-Vendor in this document.

3 **Site** shall mean and include the land and place on which the project station related facilities shall be constructed and any adjacent land which may be allocated or used by Owner, Buyer or Contractor for performance of the Order/ Contract.

4 **Erection** shall mean include all work required for complete installation, from receiving, unloading, storage, preservation, to fixing & securing the equipment in its space.

5 **Commissioning** shall mean successful/ satisfactory completion of Trial Operation and ready to receive the contracted/ ordered package / plant and materials unit wise/ set wise/ individual sub-system. This shall include associated stand by for commercial use. This will include all consumables and items required for pre-commissioning.

6 **Inspection Agency (IA)** shall mean person(s) authorized by Buyer / Owner to inspect the works as per Order/ Contract at Supplier's / Sub-Supplier's works. Suppliers to raise inspection call as per Quality Surveillance System (<https://cqir.bhel.in>).

7 **Month** shall mean calendar month and **Week** shall mean 7 days.

8 **Services** shall include Engineering, Study, Calibration, Type Test, Supervision of Erection and Commissioning, Installation Check, PG Test, Demonstration, Operation & Maintenance (O&M), Maintenance of Contract (AMC), etc.

9 **Performance Guarantee Test** shall mean a test to be conducted by the Supplier at Site as requested by Owner/ Buyer, as per procedure submitted by the Supplier and approved by Owner. This shall include describing the objective of the test, detailed procedures to test the guaranteed parameters, test results as per the order/ contract, results presentation procedure and verification & acceptance.

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TERMS & CONDITIONS

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1	BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)
1.1	EMD amount shall be Rs. 2,50,000/-.
1.2	<p>Modes of Deposit: EMD shall be accepted only in the following forms:</p> <ul style="list-style-type: none">(i) Electronic Fund Transfer credited in BHEL account (before tender opening): BHEL-PEM account is given at the link https://pem.bhel.com/Documents/VendorSection/BHELBANKER.pdf(ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)(iii) Fixed Deposit Receipt (FDR)(iv) Bank Guarantee from any of the Scheduled Banks(v) Insurance Surety Bonds <p>Scanned copy of EMD shall be uploaded by Supplier in the online bid and hard copy of the same (except FT at pt.1.2(i)) shall have to be submitted to the Buyer within 7 (Seven) working days of bid opening which the bid shall be rejected by giving a suitable cut-off date.</p>
1.3	The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid/offer validity period. EMD shall also be extended in case of extension of bid/offer validity.

1.4	<p>Forfeiture and Release/Return of EMD:</p> <ul style="list-style-type: none"> i) A Supplier's EMD will be forfeited if the Supplier withdraws or amends its/his tender or impairs or withdraws from the tender in any respect within the period of validity of the tender or if the successful Supplier fails to furnish the required performance security within the specified period mentioned in the tender. ii) EMD by the Buyer shall be withheld in case any action on the Supplier is envisaged under the provisions of extant "Guidelines on Suspension of Business Dealings with Suppliers/ Contractors" of BHEL & shall be forfeited/ released based on the action as determined under these guidelines placed at https://www.bhel.com/supplier-registration. iii) Bid securities of the unsuccessful Suppliers shall be returned to them at the earliest after expiry of the initial bid validity period and latest by the 30th day after the award of the contract. However, in case of one packet or two stage bidding, Bid securities of unsuccessful Suppliers during first stage i.e. technical evaluation shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation. iv) Bid security shall be refunded to the successful Supplier on conclusion of the Order/ receipt of performance security (if applicable).
1.5	EMD shall not carry any interest.
2	PART-II BID OPENING IS SUBJECT TO FOLLOWING CONDITIONS:
	<ul style="list-style-type: none"> i) Qualification of Technical PQR. ii) Techno-commercial compliance to the NIT (Bid). iii) Mandatory conformance to applicable Govt. of India rules/ guidelines/ notifications/ circulars and orders or amended time to time. iv) Approval of vendor by end customer i.e. M/s NTPC. Bidders to submit the Credentials as per the BHEL-PEM vendor registration questionnaire.
3	REGISTRATION IN BHEL-PEM
	<p>It is strongly recommended that suppliers get themselves registered in BHEL-PEM as a "Regular Supplier". Regular Suppliers for the package are informed about the floated tender enquiries by BHEL-PEM. Suppliers can apply online through registration portal available at www.pem.bhel.com - Vendor Section - Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration can be uploaded & submitted online through the website.</p>
4	TECHNICAL PQR

	<p>Applicable</p> <p>i) i) Supplier has to provide the details as per TECHNICAL PQR in its Offer. Supplier to note that only those Supplier(s) shall be evaluated who meet the Pre-Qualifying requirements.</p> <p>ii) This item/package /system falls under the list of items defined in para 3 of ministry of finance dated 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations & etc.) & hence criteria of prior experience/Turnover shall be same for all the Suppliers including MSME.</p>
5	FINANCIAL PQR
	Not Applicable
5A	Above terms of BHEL PQR(s) shall prevail in conflict (if any).
6	INTEGRITY PACT (IP)
6.1	Not Applicable

6.2

IP is a tool to ensure that activities and transactions between the Company and its Suppliers are held in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) has been appointed by BHEL with the approval of CVC.

a) Name..... Email ID.....

ii) Name..... Email ID.....

iii) Name..... Email ID.....

The IP (format as enclosed) is to be submitted (duly signed by authorized signatory) along with tender commercial bid. Only those Suppliers who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.

Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of tendering process, the matter may be referred to the any of the IEMs mentioned above. All correspondence with the IEMs shall be done through email only.

“No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarification of time extensions or any other administrative queries, etc. on the tender issued. All such clarification shall be addressed directly to the tender issuing (procurement) department officials whose contact details are provided below.”

7**PQR DOCUMENTS VERIFICATION**

Suppliers to ensure that Third party / Customer issued certificates being submitted as proof of PQR completion should have verifiable details of document / certificate issuing authority in the format given below. Suppliers to furnish latest verification details for checking veracity of document(s) by the Buyer. In case the document is found not available, Buyer has right to reject such document(s) from evaluation: -

Sl. No.	Project Name	Customer Name, Contact Address, Phone No. & Email ID	Contract/ Order No.	Value of Contract/ Order	Brief of Work	Comments

8	CONFLICT OF INTEREST
	<p>A Supplier shall not have conflict of interest with other Suppliers. Such conflict of interest can lead to competitive practices to the detriment of Procuring Entity's interests. The Supplier found to have conflict of interest shall be disqualified. A Supplier may be considered to have a conflict of interest with more parties in this bidding process, if:</p> <ul style="list-style-type: none"> 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, that puts them in a position to have access to information about or influence on the bid of another Supplier, or e) Supplier participates in more than one bid in this bidding process. Participation by a Supplier in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: <ul style="list-style-type: none"> f.i. The principal manufacturer directly or through one Indian agent on his behalf; and f.ii. Indian/foreign agent on behalf of only one principal, <p style="text-align: center;">or</p> g) A Supplier or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, <p style="text-align: center;">or</p> h) In case of a holding company having more than one independently manufacturing units, or a single unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Suppliers must proactively declare all sister/ common business/ management units in same/ similar line of business.
9	LIMIT FOR SUPERVISION OF E&C CHARGES
	Supervision of E&C charges, if applicable, should not exceed 2% of the Total Contract Value (including Main Supply, E&C, Mandatory Spares, etc.) excluding freight & GST, failing which the quoted amount shall be adjusted (2% of the total contract value) by Buyer at the time of ordering. Payment shall be made as per the adjusted amount.
10	DETAILED PRICE BREAK-UP

	<p>Suppliers to mention freight/GST percentage for all the items as part of un-priced bid to be submitted with their Techno-Commercial offer. Detailed Price Break-up shall be submitted by Supplier within 03 working days of Reverse Auction.</p> <p>If Price Break-up is not furnished within 03 working days, Buyer shall proceed ahead with its Price Break-up which shall be binding on the Supplier.</p>
11	PRICES
	Prices shall be with PVC for the entire scope of work in line with the PVC formula as per tender documents and subsequent clarifications / confirmations till completion of Order / Contract. PVC shall be applicable within the contractual delivery period (including any delivery extension thereto).
12	DELIVERY SCHEDULE & CONTRACT VALIDITY
12.1	<p>1. Delivery Schedule</p> <p>a) Main Supply including quantity variation: Delivery completion for Main supply shall be within 03 working days from the PO date.</p> <p>b) Mandatory Spares etc., (if applicable): Not Applicable</p> <p>c) Services (if applicable) like supervision of E&C, PG test, Installation Check, Demonstration Test etc.: Not Applicable</p> <p>2. Supplier to start manufacturing/supply only after getting the applicable engineering Drgs. /docs approved from Buyer/ Owner. Drawings /documents submission/re-submission schedule shall be as indicated in technical specification which shall be used for progress monitoring purpose and required course correction.</p> <p>3. The delivery date specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule. The delivery conditions specified are for contractual purposes. However, to meet project requirement, the Buyer may ask for early deliveries without any compensation thereon.</p>

12.2	<p>1. Validity of Contract (PO rates, terms and conditions): Supplier has to make goods/services as per the delivery time mentioned above. However, due to unavoidable circumstances here there is delay in providing inputs/ clearances from the Buyer (inputs, engineering approvals, inspection for inspection, issuance of MDCC and/or any hold put by the Buyer for whatever reason, execution of contract etc.) delivery time extension is admissible as per point no.3 below. In addition it shall be obligatory on part of the Supplier to execute the contract at PO rates, terms and conditions provided inputs/ clearances have been accorded within validity of contract. Validity period for activities shall be as defined below: -</p> <p>1.1 Validity of the contract for main supply including quantity variation:</p> <p>Contract shall be valid for 180 days from the PO date. However, delay at Supplier's end (if any) added to the validity period and contract validity shall get extended by the delay period at Supplier's end.</p> <p>For example: Original Delivery period for main supply: A (in days)</p> <p>Delay at Supplier's end: B (in days beyond "A" days)</p> <p>Contract validity: C+B (in days)</p> <p>Supplier to note that B is the Supplier delay days beyond original contractual delivery period for main supply /extended delivery period owing to time taken by BHEL.</p> <p>1.2 Validity of the contract for Supply of Mandatory Spares/ Services (other than PG) applicable in the contract:</p> <p>Validity of contract for supply of mandatory spares/ services applicable in the contract shall be over and above contractual validity period for main supply including quantity variation as specified in point no. 1.1 above.</p> <p>1.3 Validity of contract for Performance Guarantee (PG) test: Validity of contract for PG shall be till completion of the PG Test.</p> <p>2. Main supply including quantity variation, mandatory spares/ services applicable in the contract / cleared for manufacturing within contractual validity period, to be supplied by Supplier at PO rates and conditions.</p> <p>3. Execution of the contract quantities released beyond contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.</p>
13	TERMS OF DELIVERY AND INSURANCE

	<p>13.1 Terms of delivery shall be F.O.R. dispatch station. All dispatches shall be through Road Carrier Pre-Paid basis. E-way Bill will be arranged by Supplier as per GST law.</p> <p>13.2 Unloading of items at delivery point shall be in the scope of Buyer.</p> <p>13.3 Transit Insurance shall be in the Supplier's account.</p>
14	DOCUMENTS FOR DISPATCH
	<p>Supplier to submit copy of following documents by e-mail immediately on dispatch:</p> <ul style="list-style-type: none"> i) Tax Invoice/ e-Invoice (as applicable), ii) LR, iii) Packing List, iv) Insurance Intimation, v) E-way bill (as applicable), vi) Copy of BHEL MDCC
15	PAYMENT TERMS
	<p>15.1 Payment of Main Supply including Mandatory Spares (if any): 100% Payment shall be released against Consignee Receipt-cum-Acceptance Certificate (CRAC)/MRC (Material Receipt Certificate) on submission of bills.</p> <p>15.2 Payment of Service(s) Charges: 100% payment shall be released after successful completion of the activity on pro rata basis against CRAC/ certification by Buyer's Site or Engineering (as applicable) on submission of bills.</p> <p>15.3 Documents for Payment:</p> <p>a) <u>For Supply including Mandatory Spares (if any):</u></p> <ul style="list-style-type: none"> i) Original Tax Invoice/e-Invoice (as applicable), ii) Packing List,

- iii) LR/Receipted LR,
- iv) CRAC/MRC (issued by project site engineer of Buyer/Owner),
- v) Guarantee Certificate,
- vi) E-way bill (as applicable),
- vii) Copy of valid Insurance document and Intimation,
- viii) Proof for submission of Performance Security (if applicable),
- ix) Copy of BHEL MDCC,
- x) PVC Calculation & copy of all applicable indices (if PVC is applicable)

b) For Services:

- i) Original Tax Invoice/e-Invoice (as applicable) &
- ii) CRAC/certification by Buyer's Site or Engineering (as applicable)

15.4 Payments to Supplier's shall be released only after:

- a) Supplier has declared such invoice in GSTR-1as per the relevant GST Act.
- b) The tax component charged by the Supplier in the invoice matches with the details up y the Supplier in GSTR-1and GST liability is discharged through GSTR 3B.

In case, any GST credit is delayed/denied to the Buyer due to non/delayed receipt of goods x invoice or expiry to timeline prescribed in the relevant GST Act for availing such ITC, or an reasons not attributable to the Buyer, tax amount shall be recovered from the Supplier along erest levied/ leviable on the Buyer.

15.5 RXIL is an initiative instituted by Govt. of India for MSMEs. PEM strongly advise all the MSM rs to get themselves registered on RXIL(TreDs) for faster payments.

15.6 Time line for Payment: Payment shall be made within timeline as mentioned below from of issue of consignee receipt-cum-acceptance certificate (CRAC)/MRC/Completion of Services by Buyer's Site/Engineering.

- a) Within 45 days for Supplier qualified and registered as Micro or small enterprises as per D Act
- b) Within 60 days for Supplier qualified and registered as Medium enterprises as per MSM
- c) Within 90 days for suppliers other than (a) & (b) above

The supplier shall ensure submission of complete documents along with the bill. In case of e documents, the bill shall be rejected, and next due date shall start from the date of clous

epancy by the Supplier.

Provision of payment outside GeM shall be utilized.

15.7 Notwithstanding anything to the contrary contained in any other document comprising the no interest shall be payable by the Buyer to the Supplier on any money or balances including limited to the security amount, Performance Security amount, bank guarantee amount, EMD n money, any bills or any amount withheld which may become due owing to difference or m anding or any dispute between the Buyer and the Supplier, or any delay on the part of Buyer g periodical or final payment or any other aspects incidental thereto.

16	PERFORMANCE SECURITY
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16.1	Applicable
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Supplier may opt any of the following for submission of Performance Security: -

16.1.1: Initially 10% of the contract value (Total Order value excluding PVC).

5% of the contract value (as above) will be released after completion of guarantee period supply based on certification by PG.

Or

16.1.2: 5% of the contract value (total Order value excluding PVC). Additional 5% of the contract v be deducted & retained from first bill & subsequent bill(s) of the same contract (in case the first bill is less than 5% of the contract value). The retention amount will be released after c n of guarantee period of Main Supply based on certification by PG.

This percentage supersedes the GeM enquiry SD/Performance Security percentage.

Initial validity of performance security shall be 25 months from PO date (considering de eriod of approx. 5 months (150 days' delivery) + 18 months guarantee period + 2 mont period already mentioned in GTC Cl. No. 7.ii GeM 3.0). Further extension, if any, shall be GeM Terms.

16.2	<p>Modes of Deposit: Supplier has to furnish Performance Security in the following forms:</p> <ul style="list-style-type: none"> (i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Transfer in favour of BHEL. (ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. (iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). (iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL). (v) Insurance Surety Bond. <p>BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the deposits or in any other matter connected therewith.</p>
16.3	<p>Performance Security is to be furnished within 14 days from the date of PO/LOA and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the Supplier, including warranty obligations. Initial validity of Performance Security shall be as per GeM Bid. However, Performance Security validity is to be extended based on the actual delivery of package.</p>
16.4	<p>Performance Security value can be proportionately reduced after completion of Guarantee Period (Unit-wise/ Stage-wise/Set-wise/Scope wise (Main Supply/Mandatory spares/Services excluding PG test) subject to the units/sets/stages/Scope (Main Supply/Mandatory spares) being explicitly specified in delivery terms in the contract. However, Performance Security for the last unit/set/stage will be released only after completion of all contractual liability or guarantee period, whichever is later.</p>
16.5	<p><u>Forfeiture and Release/Return of Performance Security:</u></p> <ul style="list-style-type: none"> i) The Performance Security will be forfeited and credited to BHEL's account in the event of a breach of contract by the Supplier. ii) Performance Security shall be refunded to the Supplier without interest, after he duly performs and completes the contract in all respects but not later than 60 (Sixty) days of completion of all such obligations including guarantee/warranty under the contract. iii) If Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package (as applicable), as per Order/ Contract is not conducted up to 36 months from supply completion for reasons not attributable to the Supplier then Performance Security for total contract shall be released on submission of undertaking by the Supplier that Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package shall be conducted as and when required by Buyer.
16.6	<p>The Performance Security shall not carry any interest.</p>
17	<p>LIQUIDATED DAMAGES (LD):</p>

Timely dispatch/delivery and completion of other schedules as stipulated in Order/Contract shall be the responsibility of the Supplier. If the Supplier fails to complete the dispatch/delivery and other schedules within the time period stipulated in Order/Contract, or within any extension of time granted by the Buyer, it shall be the responsibility of the Buyer to recover damages for breach of Order/Contract and hereunder.

17.1 Buyer reserves the right to recover from the Supplier, as agreed liquidated damages and not a penalty, a sum equivalent to half (½) percent of the total main supply contract value excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total of main supply contract value excluding GST, if the Supplier fails to deliver any part of the ordered goods/stores within the time period stipulated in the Order/ Contract.

17.2 LD on service portion where delivery for services are defined separately in the Order/Contract shall be applicable @ ½ percent, of the total service contract value excluding GST per week or part thereof. However, total LD (main supply and services) shall be limiting to 10% of cumulative total contract value (main supply +services) excluding GST.

17.3 LD on mandatory spares portion where delivery for mandatory spares is defined separately in the Order/Contract. LD shall be applicable @ ½ percent, of the total of mandatory spares contract value excluding GST per week or part thereof, limiting to 10% of total contract value of mandatory spares excluding GST.

17.4 In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s).

17.5 LR/RR date for indigenous supplies shall be treated as the date of dispatch for levying LD. However, if the date of receipt at site for indigenous supply is beyond the maximum validity of E-way bill as per applicable govt. GST law then such excess period shall also be considered for LD purpose irrespective of the dispatch date.

17.6 If Order/ Contract involves two or more Units/ Sets/ Stages, then Liquidated Damages shall be calculated as a percentage of the order/ contract value excluding GST of the delayed Unit/ Set/ Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Stage wise and total LD amount shall be limited to 10% of total Contract value excluding GST of delayed Unit/ Set/ Stage.

17.7 The sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which may be incurred by the Buyer directly or indirectly on account of delay in delivery of material/equipment on the part of the Supplier and the said amount will be deductible without proof of actual loss or damage caused by such delay.

18	GUARANTEE TERMS
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- 18.1** Guarantee Period (Unit-wise, Stage-wise, Set-wise, System-wise - as applicable) for Supply package shall be Eighteen (18) months from the date of last dispatch.
- 18.2** All Shortages/damages in sound cases shall be replenished free of cost by the Supplier, as early as possible however, not exceeding more than 45 days from the time of reporting the shortage/damage.
- 18.3** For shortages/damages during transit, Supplier shall supply replacements free of cost as early as possible, within 45 days from the time of reporting the defect/ loss/ rejection etc. by the Buyer/ Engineer/ Site.
- 18.4** For shortages/damages during handling at site, Supplier shall supply replacements, as early as possible, at the old contractual rates upon intimation to Supplier within 45 days from the time of reporting the defect/ loss/ rejection etc.
- 18.5** All replacements and repairs during the guarantee period shall be delivered and completed promptly and satisfactorily within a period of 45 days from the time of reporting the defect/ loss/ rejection etc. Damaged items/parts can be taken back by Supplier on his own cost with the permission of Buyer.
- 18.6** All the replaced and replenished plant/ equipment/ stores shall also be guaranteed as per PO conditions.

19

INSPECTION

- 19.1** Buyer and/or Buyer's nominated Inspection Agency shall have at all reasonable times access to Supplier's premises or works and shall have the power at all reasonable times to inspect drawing, any portion of the work or examine the materials and workmanship of the plant/ equipment/ stores during their manufacture, and if part of the plant/ equipment/ stores is manufactured at other places, the Supplier shall arrange for inspection, examination and testing by the Inspection Agency if the plant/ equipment/ stores is manufactured on the Supplier's premises. Procedure for approval of works shall be as per the procedure given on https://cqir.bhel.in/Cqir/jsp/Masters/Help_File_for_Inspectors.pdf
- Inspection calls should be raised by the Supplier on BHEL - Quality Surveillance System (<https://cqir.bhel.in>).
- Such inspection, examination and testing by itself shall not relieve the Supplier from any obligation under the Order/ Contract.
- 19.2** Supplier shall give Inspection Agency reasonable notice of 15 days of any material being ready for testing and the Inspection Agency shall (unless the inspection of tests is voluntarily waived) attend at the Supplier's premises within seven (7) days of the date on which the material is notified as ready. Tests are to be performed as per Buyer approved QAP (if applicable).
- 19.3** In case of delay in witnessing of inspection beyond stipulated time (i.e. 7 days from the proposed date of inspection as notified by the Supplier through e-mail/call raised on BHEL - Quality Surveillance System (<https://cqir.bhel.in>) by the Buyer arising due to reasons not attributable to Supplier, Buyer will extend the delivery period for such delay in witnessing inspection. If the Buyer is not able to witness inspection up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall also be given to the Supplier to facilitate for arranging fresh inspection.
- 19.4** Where the Order/ Contract provides for tests/ inspections at the premises or works of the Supplier or any Sub-Contractor, the Supplier, except specified otherwise, shall provide free of charge such assistance, labour, materials, electricity, fuel, water, stores, apparatus, measuring instruments and test equipment including any other facilities as may be reasonably required to carry out such tests efficiently.

20	MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC)
	<p>20.1 When the tests have been satisfactorily completed at Supplier'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 shall be issued within seven (07) days after receipt of the test certificates by the Buyer.</p> <p>20.2 Buyer will issue MDCC to the Supplier within 7 days based on inspection report and test certificates/Certificate of Conformance as applicable. In case of delay in issuance of MDCC beyond the stipulated time (i.e. from the date of receipt of Inspection Report/Test certificates), by the Buyer for reasons not attributable to the Supplier, Buyer shall extend the delivery period for such delay beyond the period of MDCC. If the Buyer is not able to issue MDCC up to 15 days then in addition to delay beyond the stipulated period, 7 days' additional time shall also be given to the Supplier to facilitate for arranging logistics arrangements.</p> <p>20.3 Supplier shall not dispatch any material before issue of MDCC by the Buyer.</p>
21	PACKING LIST
	<p>Packing shall be in conformity with specifications and shall be such as to ensure prevention of damage, corrosion, deterioration, shortages, pilferage and loss in transit or storage.</p> <p>Suppliers to submit Packing List along with advance set of documents for claiming payment which shall include the following details:</p> <ul style="list-style-type: none"> i. No. of boxes ii. Packing size. iii. Gross weight and net weight of each package. iv. Contents of the package with cross reference to BoM item code no. or item serial no. v. Quantity of each item separately. <p>The Packing list must cover all the BoM items and supplier to give the following undertaking in the Packing List: "The Packing List provided herewith is as per the BoM approved under Contract No.-.....date</p>
22	DELIVERY EXTENSION: EXTENSION OF CONTRACTUAL DELIVERY TIME

Delivery time mentioned in the NIT includes Engineering completion time (time for drawing/document submission/resubmission by the Supplier and review/approval of the same by the Buyer/Owner), manufacture, Packing and dispatch time. Due diligence is to be observed by the Supplier to ensure timely completion of engineering and supply.

During the execution of the contract, time loss occurred owing to the reason attributable to the Buyer's force majeure shall be considered for delivery time extension to the Supplier as given below:

- i) Any Delay in providing comments/ approval on Primary drawing/documents beyond the stipulated time as specified in NIT.
- ii) Time Loss in approval of the drawing/document as a result of increase in the iteration not attributable to the Supplier (i.e. resubmission owing to end customer comments) as certified by Buyer. Time extension equivalent to the resubmission time noted in the tech. spec and consequential increase in approval time in lieu of increase in iteration shall be applicable. However, for incomplete resubmission time loss shall be in the Supplier's account.
- iii) Delay in providing engineering input by Buyer.
- iv) Delay in deputing inspector for inspection and delay in release of MDCC in line with clause 10.1.1.1 above.
- v) Any hold put by Buyer for whatever reasons during execution of contract (within contract period), time extension equivalent to hold period shall be admissible. However, in the event the hold continues for more than 30 days then, an additional 15 days for the purposes of mobilization and demobilization of resources shall also be admissible.

Supplier to note that Extension in delivery period if any with or without imposition of LD shall be considered only after detailed delay analysis based on provisions given above. Supplier to provide dates of drawing/document submission & re-submission (if any) within 7 days of Cat-I approval. However, no delay analysis will be applicable if supply is completed within delivery schedule as specified in Order/ Contract.

23	BREACH OF CONTRACT, REMEDIES AND TERMINATION
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	<p>In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Supplier using instruments:</p> <p>(i) encashment of security instruments like EMD, Performance Security with PEM against the said contract.</p> <p>(ii) balance amount (if value of security instruments is less than 10% of the contract value) from other legal remedies i.e. available bills of the Supplier, retention amount etc. with PEM.</p> <p>(iii) balance amount from security instruments like EMD, Performance Security and other financial instruments i.e. available bills of the Supplier, retention amount etc. with other units of BHEL.</p> <p>(iv) Any other mode as deemed fit by the Buyer at its sole discretion.</p> <p>(v) if recovery is not possible then legal remedies shall be pursued.</p> <p>However, Supplier shall continue performance of the Order/ Contract, under all circumstances, to the extent not cancelled.</p>
24	SUSPENSION OF BUSINESS DEALINGS
	<p>The "Guidelines on Suspension of Business Dealings with Suppliers/ Contractors" is placed at https://www.bhel.com/supplier-registration and, same shall prevail over Incident Management Policy of GeM.</p>
25	SUPPLIER PERFORMANCE MONITORING AND RATING SYSTEM
	<p>Supplier's performance will be evaluated as per Supplier Performance Monitoring and Rating System. Please refer BHEL website www.bhel.com for details.</p>
26	CONFIDENTIALITY
	<p>Supplier shall, at all times, undertake to maintain complete confidentiality of all data, information, drawings & documents, etc. belonging to the Buyer and also of systems, procedures, reports, inputs, manuals, results and any other company documents discussed and/ or finalized during the course of execution of Order/ Contract. i.e. Supplier shall in no way share or use such intellectual property of Buyer for his own business with others. Buyer reserves the right to claim damages from the Supplier, or initiate appropriate penal action as deemed fit against the Supplier, for any infringement of the provisions contained herein.</p>
27	INTELLECTUAL PROPERTY & LICENSES

If any patent, design, trademark, trade secret or any other intellectual property rights apply to the or accompanying documentation/drawings, Buyer or its customer shall be entitled to the legal use thereof of charge by means of a non-exclusive, assignable, transferrable, sub-licensable, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and its employees or third parties involved by the Supplier for the performance of the contract shall be provided by the Supplier to the Buyer and shall be deemed to belong to the Buyer. The Supplier shall be bound to cooperate with the Buyer and do everything necessary to obtain or perfect the above-mentioned rights in favour of the Buyer.

The Supplier represents and guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. In the event a third party makes a claim, the Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of the (actual or alleged) claims by third parties.

The Supplier agrees to indemnify, defend and hold harmless the Buyer, its officers, employees, agents, representatives, successors, assignees or any of the Buyer's customers buying or using the goods or services specified herein, against any actual or alleged infringement of such intellectual property interests, claims by third parties in this regard and shall pay to the Buyer merely on demand without demur and without delay the sum as indicated in the demand towards any liability of the Buyer to furnish any proof of such claim, such sum as indicated in the demand towards any liability for damages, penalties, injuries, claims, demands, actions, cost and expenses etc. suffered as a result thereof.

The Supplier agrees that its liability under this clause shall be unlimited.

Letter head of Company (<Rs. 10 Cr value)

Ref.....

Date.....

To,

Bharat Heavy Electricals Limited

PS-PEM, PPEI Building,

Plot No. 25, Sector -16A,

Noida (U.P.) - 201301

Subject: - Certification regarding local content

Reference: Tender Enquiry No.- **GeM Bid no. GEM/2024/B/4713234 dt. 01.03.2024**

Name of Package: **LT PVC CONTROL CABLE**

Dear Sir,

We hereby certify that items offered by us of **LT PVC CONTROL CABLE** for **3X800 MW PVUNL PATRATU STPP STAGE-I** meets the requirement of minimum local content in line **GeM Bid no. GEM/2024/B/4713234 dt. 01.03.2024** and the Public Procurement (Preference to Make in India), Order 2 017 dated 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020 & 16.09.2020.

Local Content -%

We further confirms that details of location at which the local value addition is made will be our registered works at(address of the works)

Yours very truly

.....(authorized signatory of company)

.....(firm name)

Letter head of Company

Ref.....

Date.....

MODEL CERTIFICATE

Reference: Tender Enquiry Ref- **GeM Bid no. GEM/2024/B/4713234 dt. 01.03.2024**

Name of Package: **LT PVC CONTROL CABLE**

Dear Sir,

This has reference to: -

1. Our Offer for Supply of **LT PVC CONTROL CABLE for 3X800 MW PVUNL PATRATU STPP STAGE-I** against GEM Tender No. **GEM/2024/B/4713234 dt. 01.03.2024.**
2. Order dated 23.07.2020 reg. restriction under rule 144 (xi) of GFR issued by Ministry of Finance, Department of Expenditure Public Procurement Division.

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I hereby certify that **M/s**, is not from such a country and is eligible to be considered.

Thanking you.

Yours very truly

.....(authorized signatory of company)

.....(firm name)

Company's Seal/stamp

Letter head of Company

Ref.....

Date.....

Reference: Tender Enquiry Ref- **GeM Bid no. GEM/2024/B/4713234 dt. 01.03.2024**

Name of Package: **LT PVC CONTROL CABLE**

NO COMMERCIAL DEVIATION

Yours very truly

.....(authorized signatory of company)

.....(firm name)

Company's Seal/stamp

Letter head of Company

Ref.....

Date.....

Reference: Tender Enquiry Ref- **GeM Bid no. GEM/2024/B/4713234 dt. 01.03.2024**

Name of Package: **LT PVC CONTROL CABLE**

NO TECHNICAL DEVIATION

Yours very truly

.....(authorized signatory of company)

.....(firm name)
Company's Seal/stamp

11. 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---