

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	03-06-2024 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	03-06-2024 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	Pre-Fabricated Structural Steel for IOCL Paradip SRU
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	3 Lakh (s)
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	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Compliance of BoQ specification and supporting documents *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 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
Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes

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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years at the date of constitution shall be taken into account for this criteria.

2. 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 chartered 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.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined 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 MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY. 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.

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

Pre-Fabricated Structural Steel For IOCL Paradip SRU (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	Shashank Mishra	754120, Paradeep Terminal. IOCL (MD), Paradeep Terminal, P.O. Atharbanki	1	90

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 15 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 drawings 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 regard. 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**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Seller's obligations there under.

7. **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.

8. **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.

9. Scope of Supply

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

10. 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 ATC):

BHEL/ BHEL TPIA/CUSTOMER

Post Receipt Inspection at consignee site before acceptance of stores:

BHEL/ BHEL TPIA/CUSTOMER

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

12. 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.

13. Certificates

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

14. 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.

15. 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 documents

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16. 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.

17. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

BUYER ADDED TERMS AND CONDITIONS FOR GEM ENQUIRIES

A GENERAL		
1	Item Description	Fabricated Structural Steel
2	Project	IOCL PARADIP (SRU)
B DOCUMENTS REQUIRED FOR VENDOR APPROVAL		
2	Vendors	<p>Bidders, apart from the Customer approved list, may also 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 / Customer's PMC (of bidder's brand/ make. iv. Ensure approved make as per Annexure-C (ANNEXURE-C TO EMC-07742-LIST OF APPROVED SUB VENDORS) <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	<p>Refer list of documents required in NIT docs along with following:</p> <ul style="list-style-type: none"> 1. Company Profile 2. Past-Track Record 3. Financial Reports for last 3 years 4. Performance Certificate
C PRE-QUALIFICATION CRITERIA		
		Technical PQC:

Item	Prefabricated Steel Structures
Sl. No.	CRITERIA
3.0	<p>Pre-Qualification Criteria (Technical) :</p> <p>The bid evaluation shall be on Overall L1 basis for complete Package. The bidder must quote for all the items. Partial quotation shall not be considered.</p> <p>The Bidder shall meet the Pre-Qualification Criteria (listed below) to get themselves qualified for the complete package.</p> <p>Non-compliance to any of the criteria listed below will lead to disqualification of bidder for the subject item of the tender.</p> <p>Bidder shall have experience in supply of Prefabricated Steel Structures using plates & sections confirming per IS:2062 or IS:4923 or IS:1161 and shall qualify the following criteria</p> <p>Bidder shall be a reputed Manufacturer. Bidder shall have experience of successfully completed fabrication work of structural rolled/built-up elements such as columns, beams, girders, portals, bracings, purlins, trusses etc. using structural steel as per IS:2062 – plates & sections.</p> <p>Bidder shall have experience during last FIVE (5) years ending on original due date of this tender should be any of the following criteria:</p> <p>(i) has supplied (Raw/fabricated) and fabricated at their works/erection site not less than 3TON quantity of structural steel cumulative of two contracts within 12 consecutive months</p> <p style="text-align: center;">or</p> <p>(ii) has supplied (Raw/fabricated) and fabricated at their works/erection site not less than 6TON quantity of structural steel for one contract completed within 12 consecutive months</p> <p>Notes for SI No.3:</p> <p>1. To correlate the data for meeting above criteria bidder shall enclose copies of Purchase orders, Dispatch documents / Delivery Challans / Delivery Invoices/ Completion Certificates from customers etc. and fill the details in Annexure-A.</p> <p>2. The bidder should not have been under suspension for business or blacklisted by any of the BHEL units or in the Blocked list of IOCL.</p>

Annexure-A

Supply References for the Last 5 Years (dispatch date) from the Original due date of this tender

Enquiry Item No & Description: (To be filled by Bidder)

Sl. No	Project Name along with name of Customer	Description Item(s) supplied	Qty. (m tons)	Purchase Order No & Date (Copy to be enclosed)	Delivery Date as per Order	Value of Order	Inspection Reports / Dispatch Documents (Copy to be enclosed)	Remarks

Financial PQC:

1. Average annual financial turnover of bidder, during the last three financial years, i.e. **FY 2020-21, 2021-22, and 2022-23** should not be less than **INR 3 Lakhs** (or) equivalent in foreign currency.
- a) Audited financial statement (Audited Balance sheet & Profit & Loss Account) have to be submitted for all the three years as indicated above. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by chartered accountant.
- b) In case audited Financial statements have not been submitted for any of three years as indicated against A above, then the applicable audited statements submitted by bidders against the requisite three years, will be averaged for three years i.e. total divided by three.
- c) Other income shall not be considered for arriving at annual financial turnover/sales.
2. 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	To be included in Bidder's Price Offer
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/ Not to be included in Bidder's Price Offer
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. Bidder must note the major timelines mentioned below for order execution.

S/N	Event		Days
1	Drawing/ Data sheet Approval	Time allowed to vendor for 1st submission	NA
2		Time required by BHEL to review 1st submission	NA
3		Time allowed to vendor for subsequent submission	NA
4		Time required by BHEL to review/ approve subsequent submission	NA
		Time required by Customer/Agency to review/ approve submission	NA
5	QAP Approval	Time allowed to vendor for 1st submission	15
6		Time required by BHEL to review 1st submission	14
7		Time allowed to vendor for subsequent submission	7
8		Time required by BHEL to review/ approve subsequent submission	7
9	Time Required to arrange Inspection after Inspection Call		7
10	Time to Issue IRN after Inspection		5
11	Time to Issue MDCC after issue of IRN		7
12	Time for P&F and Delivery		15

2	Kick-Off Meeting	NOT APPLICABLE
3	Drawing/ Datasheet Approval by Customer	NOT APPLICABLE
4	QAP Approval by Customer	APPLICABLE
5	Delivery Period (Measured from)	Delivery period shall be 90 days from the date of input/clearance provided to vendor and total materials can be dispatched in maximum three (3) lots.
6	Delivery Period (Measured up to)	Project Site
F INSPECTION RELATED		
1	General Information	The vendor must ensure that his correct works address (where inspections to be performed) is updated in BHEL's CQIR portal right after ordering. The supplier shall not be entitled for delivery amendment in the event of delay in conduct of inspection due to non-availability of the correct address on BHEL's CQIR portal. The vendor may contact the concerned Purchasing Officer for further details.
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 on pro-rata basis 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 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 or by 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	Bank Guarantee (CPBG/ PBG) Related	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.
H ADDITIONAL TERMS		

Timely Submission of Performance Security

- 1 Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest.

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 to
- § 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

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 2 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.

Risk and Cost against Balance Work

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

***(Balance scope of work/ supply)**

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

LD against delay in executed work/supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor/ supplier. For this purpose, contract value shall be taken as Executed Value of work/supply for the purpose of limiting maximum LD value.

Method for calculation of "LD against delay in executed work/supply" is given below.

- i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier= T1
- ii) Let the value of executed work/supply till the time of termination of contract= X
- iii) Let the Total Executable Value of work/supply for which inputs/fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y iv) Delay in executed work/supply attributable to contractor/supplier i.e. $T2 = (1 - X/Y) \times T1$

v) LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier.

Note: In case portion of service/ supply is withdrawn, no LD shall be applicable for portion of service/ supply withdrawn.

Recovery from Supplier

Recoveries from contractor/ supplier shall be made from the following:

- 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 BHEL.

BHEL Legal Options for recovery of dues payable by the supplier/ contractor.

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 a 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:

REFERENCE	DESCRIPTION	REQUIREMENT
ANNEXURE-1	DECLARATION OF ACCEPTANCE OF BHEL'S TECHNO-COMMERCIAL TERMS	MANDATORY
ANNEXURE-2	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	Name: AMIT KUNDAN KUMAR Designation: Dy Manager / MM PE&SD Building-Ground Floor BHEL, RCPuram, Hyderabad-502032 Ph No: 7598213976 Email Id: akundan@bhel.in
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LIST OF ANNEXURES

S/N	DESCRIPTION
<u>1</u>	DECLARATION OF ACCEPTANCE OF BHEL'S TECHNO-COMMERCIAL TERMS
<u>2</u>	DEVIATION SCHEDULE
<u>3</u>	DECLARATION OF MINIMUM LOCAL CONTENT
<u>4</u>	DECLARATION FROM BIDDERS FROM COUNTRY SHARING LAND BORDER WITH INDIA
<u>5</u>	DETAILS FOR VENDOR CODE CREATION
<u>6</u>	NEFT APPLICATION FORM

ANNEXURE - 1

DECLARATION OF ACCEPTANCE OF BHEL'S TECHNO-COMMERCIAL TERMS

We, M/s (*Bidder's Name*) hereby declare and confirm that we have read the tender documents and noted the job content under GeM Enquiry Number (*GeM Enquiry Number with date*), issued by Bharat Heavy Electricals Limited – Project Engineering & Systems Division located at Ramachandrapuram, Hyderabad, Telangana, India and have acquired full knowledge and information about the nature of the job and other bidding conditions.

We confirm that the above information is true and correct, and we will not raise any claim of any nature due to lack of knowledge of scope of work or any other bidding conditions. We also confirm that we have not changed or modified the tender documents as appeared in the website/ as issued by you and in case of such observance at any stage, it shall be treated as null and void. We have listed all our deviations from terms and conditions specified in GeM bidding documents in the "Deviation Schedule" appended to this declaration and nowhere else. We also understand that deviating from terms and conditions of the of the enquiry makes our offer liable for rejection.

We hereby declare our unqualified acceptance to all terms and conditions set out in the GeM bidding documents, except our deviations listed under "Deviation Schedule". In the event of observance of any deviation apart from those listed under the "Deviation Schedule", whether implicit or explicit, in any part of our offer, at a later stage, the deviations shall stand null & void.

We understand that non-submission of "Deviation Schedule" with this declaration or leaving the "Deviation Schedule" blank shall automatically imply our unqualified acceptance of all terms & conditions set out in the GeM bidding documents.

We also understand that BHEL, under any circumstance, is not obligated to accept any or all our deviations and that BHEL exclusively reserves the right for rejecting our bid on grounds of deviations mentioned in "Deviation Schedule".

We confirm to have submitted offer in accordance with the bidding instructions and as per aforesaid reference

Thanking you,

Yours faithful

(Signature, date & seal of authoriz
Representative of the bidc

ANNEXURE - 2

DEVIATION SCHEDULE

COMMERCIAL DEVIATION

-

S/N	DOCUMENT	CLAUSE	DESCRIPTION OF DEVIATION	REMARKS
1				
2				
3				
...				

TECHNICAL DEVIATION

-

S/N	DOCUMENT	CLAUSE	DESCRIPTION OF DEVIATION	REMARKS
1				
2				
3				
...				

ANNEXURE - 3

-

DECLARATION OF MINIMUM LOCAL CONTENT

-

-

Date: _____

To,
M/s Bharat Heavy Electricals Limited
PE&SD, Ramachandrapuram, Hyderabad

Sub: Model Clause / Certificate as per clause 9 (a) of Revised Public Procurement (Preference to Make in

India Order, 2017 of DPIIT dated 13.06.2020.

Ref: GeM Bid Number: _____

I, _____ (*name of person*), authorized signatory for M/s _____ (*name of manufacturer*), hereby certify that M/s _____ (*name of manufacturer*) meets the mandatory Local content requirements of the Goods and/or Services quoted against the above referred BHEL's GeM Enquiry.

- Local Content: _____ %
- Classification of Bidder: **Class-1/ Class-2**

The address is as below, where the local content / value addition is made:

For M/s _____

Authorized Signatory

(with company seal & Name)

-
-
-
-
-

Note: For order values greater than INR 10 Crore, the minimum local content declaration shall be issued by the statutory auditor of the bidder.

ANNEXURE - 4

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DECLARATION FROM BIDDERS FROM COUNTRY SHARING LAND BORDER WITH INDIA

I/ We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that I/ We am/ are not from such a country or, if from such a country, has been registered with the Competent Authority. I/ We hereby certify that this bidder fulfill(s) all requirements in this regard and is eligible to be considered.

For and on behalf

(Name of the Bidder)

Date.....

Place of Issue.....

[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

NOTE: This Order is not applicable to bidders from those countries (even if sharing a land border with India) to which the GoI has extended lines of credit or in which the GoI is engaged in development projects. Updated list of countries to which lines of credit have been expended or in which development projects are undertaken are available on The Ministry of External affairs website (<https://www.mea.gov.in>).

DETAILS FOR VENDOR CODE CREATION

1	REASON FOR CREATING MISC CODE	GEM OPEN TENDER VENDOR
2	VENDOR NAME	
3	COUNTRY	
4	CORRESPONDING ADDRESS (POSTAL CODE & CITY MANDATORY)	
5	PAN NO.	
6	GSTIN NO.	
7	MSE STATUS (IF APPLICABLE, ATTACH UDYAM CERTIFICATE & SPECIFY FOLLOWING)	Applicable/ Not Applicable
A	UDYAM NO.	
B	UDYAM REGISTRATION DATE	
C	DATE OF PRINT OF UDYAM CERTIFICATE (PREFERABLY OF CURRENT FY).	
D	MICRO/SMALL/MEDIUM	
E	IS SUPPLIER REGISTERED IN RXIL PORTAL	
F	IF YES, MENTION RXIL ID	
8	E-MAIL	
9	MOBILE NO.	
10	LANDLINE	
11	CONTACT PERSON, DESIGNATION	
12	MOBILE NO.	

13	BANK DETAILS (ALL PAYMENTS WILL BE DONE TO THIS ACCOUNT IRRESPECTIVE OF MULTIPLE LOCATION OF INVOICING)	As per ANNEXURE-6
14	IS THE SUPPLIER A WOMAN ENTERPRENEUR	No

ANNEXURE - 6

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NEFT APPLICATION FORM

-

-

1	Name of the Vendor	
2	Name of the Bank	
3	Address of the Bank	
4	Vendor's A/c Number	
5	Type of A/c	SAVINGS/ CURRENT
6	IFSC Code	
7	RTGS Code	
8	Vendor's e-mail address	
9	Authorized Signatory Seal	

Signature of the Authorized
Representative of Vendor with date & seal

Confirmation by Banker
with office seal

NOTES:

§ ABOVE DETAILS ARE TO BE SUBMITTED ON COMPANY'S LETTERHEAD.

§ THE DETAILS MAY EITHER BE ATTESTED BY VENDOR'S BANKERS OR ACCOMPANIED BY A CANCELLED CHECK LEAF WITH IFSC CODE & A/C NO. PRINTED ON IT.

§ UNDERTAKING TO REPORT IMMEDIATELY ANY CHANGES IN THE ABOVE TO BE SUBMITTED ON COMPANY'S LETTERHEAD.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority 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) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated 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 देश प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इस अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---