

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	01-01-2024 17:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	01-01-2024 17:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	120 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Heavy Industries And Public Enterprises
<b>Department Name/विभाग का नाम</b>	Department Of Heavy Industry
<b>Organisation Name/संगठन का नाम</b>	Bharat Heavy Electricals Limited (bhel)
<b>Office Name/कार्यालय का नाम</b>	10160001-isg, Bangalore
<b>Total Quantity/कुल मात्रा</b>	116
<b>Item Category/मद केटेगरी</b>	CSU MCC at JNT 11 and 29 , CSU MCC at JNT 2 and 21 , LPBS with Start and Stop , LPBS with Forward, Reverse and Stop , E-stop PB 2NO and 2NC , Start PB 2NO and 2NC , Service Engineer Visit Including TO and FRO Lodging and boarding, etc. by bidder
<b>BOQ Title/बीओक्यू शीर्षक</b>	CSU MCC Panels
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	19 Lakh (s)
<b>OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)</b>	19 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	3 Year (s)
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No

Bid Details/बिड विवरण	
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,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
<b>Past Performance/विगत प्रदर्शन</b>	50 %
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Primary product category</b>	CSU MCC at JNT 11 and 29
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	5 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>90</b> 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)
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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**Splitting/विभाजन**

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

**Reserved for Make In India products**

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

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the 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 after the date of constitution shall be taken into account for this criteria.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated 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 OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. 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.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY. 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.
6. 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.
7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.
8. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will

also be allowed to participate in RA in following cases:

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

## CSU MCC At JNT 11 And 29

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

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 Saini	335804,Shri Atul Kumar Verma, BHEL Site Office,RRVUNL, Suratgarh STPS Suratgarh, Dist: Shri Ganganagar, Rajasthan	2	90

## CSU MCC At JNT 2 And 21

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

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 Saini	335804,Shri Atul Kumar Verma, BHEL Site Office,RRVUNL, Suratgarh STPS Suratgarh, Dist: Shri Ganganagar, Rajasthan	2	90

**LPBS With Start And Stop****(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

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 Saini	335804,Shri Atul Kumar Verma, BHEL Site Office,RRVUNL, Suratgarh STPS Suratgarh, Dist: Shri Ganganagar, Rajasthan	32	90

**LPBS With Forward, Reverse And Stop****(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)****Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

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

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

<b>S.No./क्र. सं.</b>	<b>Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी</b>	<b>Address/पता</b>	<b>Quantity/मात्रा</b>	<b>Delivery Days/डिलीवरी के दिन</b>
1	Sanjeev Saini	335804,Shri Atul Kumar Verma, BHEL Site Office,RRVUNL, Suratgarh STPS Suratgarh, Dist: Shri Ganganagar, Rajasthan	6	90

**E-stop PB 2NO And 2NC**

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

**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

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 Saini	335804,Shri Atul Kumar Verma, BHEL Site Office,RRVUNL, Suratgarh STPS Suratgarh, Dist: Shri Ganganagar, Rajasthan	40	90

## Start PB 2NO And 2NC

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

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

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 Saini	335804,Shri Atul Kumar Verma, BHEL Site Office,RRVUNL, Suratgarh STPS Suratgarh, Dist: Shri Ganganagar, Rajasthan	30	90

## Service Engineer Visit Including TO And FRO Lodging And Boarding, Etc. By Bidder

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

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

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 Saini	335804,Shri Atul Kumar Verma, BHEL Site Office,RRVUNL, Suratgarh STPS Suratgarh, Dist: Shri Ganganagar, Rajasthan	4	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. 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):

Required

Post Receipt Inspection at consignee site before acceptance of stores:  
Not applicable

**3. Generic**

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

**4. Scope of Supply**

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

**5. 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.

#### 6. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

M/s BHEL  
BHEL Site office, 2x660 M W, Suratgarh STPP  
sURATGARH  
Dist: Ganganagar  
Rajasthan- 335804  
.

#### 7. **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 %.

#### 8. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

#### 9. **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 Sellers obligations there under.

#### 10. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1)	BHEL Enquiry ref. n o.	77/23/6099/VVN
2)	Item Work Description	CSU MCC Panels
3)	Project Name	2x660 MW , Super critical TPS, Suratgrah-7

4)	Ship to (Consignee) Address (to be mentioned in Invoice & LR)	M/s Bharat Heavy Electricals Limited BHEL Site office , 2x660 MW, Suratgarh SCTPS, Unit 7&8 Suratgarh STPS, Suratgarh, Dist: Shri Ganganagar, Rajasthan-335804 GSTIN: 08AAACB4146P1ZF  Any change in the above details shall be informed to the successful bidder.																																
5)	Bill to (Billing) Address (to be mentioned in Invoice)	M/s Bharat Heavy Electricals Limited Post Box: No:1249 BHEL-ISG, Prof CNR Rao circle , Opp.IISc Malleshwaram, Bangalore GSTIN: 29AAACB4146P1ZB  Any change in the above details shall be informed to the successful bidder.																																
6)	Bills for payment to be submitted to	BHEL-Industrial Systems Group Post Box No.:1249, Prof. CNR Rao Circle, IISc Post, Malleshwaram, Bangalore - 560012 Karnataka, India																																
7)	Scope of Work	As per Technical Specifications, Bill of Quantity (BOQ) and Terms & Conditions.  BOQ shall be as mentioned below: <table><tr><th>Sl. No</th><th>Description</th><th>Length</th><th>Qty</th></tr><tr><td>1</td><td>CSU MCC at JNT-11 &amp; 29</td><td>2</td><td>Nos</td></tr><tr><td>2</td><td>CSU MCC at JNT-2 &amp; 21</td><td>2</td><td>Nos</td></tr><tr><td>3</td><td>LPBS with Start &amp; Stop</td><td>32</td><td>Nos</td></tr><tr><td>4</td><td>LPBS with Forward, Reverse &amp; Stop</td><td>6</td><td>Nos</td></tr><tr><td>5</td><td>E-stop PB (2NO+2NC)</td><td>40</td><td>Nos</td></tr><tr><td>6</td><td>Start PB (2NO+2NC)</td><td>30</td><td>Nos</td></tr><tr><td>7</td><td>Service Engineer Visit (Including TO &amp; FRO, Lodging &amp; boarding, etc. by bidder)</td><td>4</td><td>Man-days</td></tr></table>	Sl. No	Description	Length	Qty	1	CSU MCC at JNT-11 & 29	2	Nos	2	CSU MCC at JNT-2 & 21	2	Nos	3	LPBS with Start & Stop	32	Nos	4	LPBS with Forward, Reverse & Stop	6	Nos	5	E-stop PB (2NO+2NC)	40	Nos	6	Start PB (2NO+2NC)	30	Nos	7	Service Engineer Visit (Including TO & FRO, Lodging & boarding, etc. by bidder)	4	Man-days
Sl. No	Description	Length	Qty																															
1	CSU MCC at JNT-11 & 29	2	Nos																															
2	CSU MCC at JNT-2 & 21	2	Nos																															
3	LPBS with Start & Stop	32	Nos																															
4	LPBS with Forward, Reverse & Stop	6	Nos																															
5	E-stop PB (2NO+2NC)	40	Nos																															
6	Start PB (2NO+2NC)	30	Nos																															
7	Service Engineer Visit (Including TO & FRO, Lodging & boarding, etc. by bidder)	4	Man-days																															
8)	Unloading and Storage at Site	Not in the scope of the bidder.																																
9)	PBG	Not Applicable																																
10)	Transit Insurance	In BHEL scope																																

11)	Delivery Period	3 months from the date of GeM Contract/ Order.  LR date shall be considered as delivery date for LD purpose.
12)	Liquidated Damages (LD) for delay in completion	Applicable as per General Terms & Conditions (GTC) on GeM.
13)	<p>Dispatch Documents Required (to be furnished by Vendor) for billing/ payment</p> <p>i) Original GST compliant invoice as per GST Act</p> <p>ii) Copy of Delivery challan/ packing list/ LR</p> <p>iii) Copy of 'Consignee's Receipt cum Acceptance Certificate' (CRAC)/ Material Receipt Certificate (MRC) from BHEL site</p> <p>iv) Screenshot of GST portal/ details confirming payment of GST</p> <p>E-way bill / road permit (if applicable) to be arranged by supplier.</p> <p>BHEL reserves the right to ask for any other document required for processing of bills, the vendor shall comply with the same.</p>	
14)	<p><b>Price basis:</b></p> <p>Type of Contract: Unit rate, Firm till completion of the contract</p> <p>Price basis: Firm till completion of the contract, Ex-works+Packing &amp; Forwarding charges +Freight charges , all taxes and duties , levies , cess etc. Excluding GST.</p> <p>Bidder to note that the price quoted shall be <b><u>all inclusive price including Goods &amp; Service Tax (GST)</u></b></p> <p><b>In the Unpriced bid format, the bidder to indicate percentage of GST item-wise included in the quoted price.</b></p> <p>Provision of offline payment in GeM shall be utilized for this tender/ contract.</p>	
15)	Price Variation Compensation (PVC)/ Over-run Compensation (ORC)	Not Applicable
16)	Order of Precedence of documents	<p>i) Corrigenda/ addenda (if any)</p> <p>ii) Buyer added Bid Specific ATC</p> <p>iii) Technical Specifications and Documents</p> <p>iv) GeM Bid Document</p> <p>v) General Terms and Conditions (GTC) on GeM</p>
17)	Integrity Pact (IP)	Not Applicable

18)	Payment Timelines:	<table><tr><td>Micro &amp; Small Enterprises (MSEs)</td><td>45 days</td></tr><tr><td>Medium Enterprises</td><td>60 days</td></tr><tr><td>Non MSME</td><td>90 days</td></tr></table>	Micro & Small Enterprises (MSEs)	45 days	Medium Enterprises	60 days	Non MSME	90 days
Micro & Small Enterprises (MSEs)	45 days							
Medium Enterprises	60 days							
Non MSME	90 days							
19)	Online Bill Submission	<p>Online submission of bills shall be as per details below:</p> <p>Digitally signed tax Invoice along with other supporting documents to recognise payments against purchase order as specified in the contract shall be uploaded by suppliers/contractors in the vendor information system of BHEL-ISG.</p>						
20)	<p><b>Breach of contract, remedies &amp; termination</b></p> <p>In case of delays in completion of works or non-fulfilment of any other terms and conditions of the Contract as enumerated subsequently in this clause, then, without prejudice to its right to recover any expenses, losses or damages to which the Buyer may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract or to suspend business dealings with the Seller/Contractor in terms of the Buyers' Guidelines for Suspension of Business Dealings as applicable from time to time, the Buyer shall also be entitled to cancel the Order/ Contract either in whole or portion thereof without compensation to Seller. On the occurrence of any of the acts/omissions mentioned below, the Buyer may if it so desires, procure upon such terms and in such manner as deemed appropriate, plant/ equipment/ stores not so delivered or others of similar description where plant/ equipment/ stores exactly complying with particulars are not, in the opinion of the Buyer (which shall be final), readily procurable.</p> <p>Seller shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause.</p> <p>BHEL reserves the right to terminate the contract partially / totally or withdraw portion of work and get it done through other agency after due notice of a period of 14 days by BHEL in any of the following cases:</p> <p>If the Seller/Contractor fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or the Seller's poor progress of the supply/services vis-à-vis delivery/execution timeline as stipulated in the contract, backlog attributable to the Seller including unexecuted portion of supply does not appear to be executable within balance period available;</p> <p>delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications/execution methodology;</p> <p>withdrawal from or repudiation/abandonment of the supply/services by the Seller before completion as per contract or if the Seller refuses or is unable to supply goods or materials covered by the order/Contract either in whole or in part or otherwise fails to perform the Order/Contract.</p> <p>Non-supply by the Seller within scheduled completion/delivery period as per contract or as extended from time to time for reasons attributable to the Seller;</p> <p>Termination of Contract on account of any other reason(s) attributable to the Seller.</p> <p>Assignment, transfer, sub-letting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</p> <p>If the Seller be an individual or a Sole Proprietorship, in the event of death or insanity of the Seller</p> <p>If the Seller/Contractor being an individual or if a partnership firm thereof, shall at any time be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act;</p> <p>If the Seller/Contractor being a Company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager;</p> <p>Non- Compliance to any contractual condition or any other default attributable to the Seller.</p> <p>Such defaulting vendor/Seller may not be eligible to participate in re-tendering conducted on account of purchase made due to fault / breach of contract by such vendor/Seller.</p>							

	<p>In case of breach of contract, wherever the value of security instruments like performance bank guarantee/ performance security available with BHEL against the contract is at least 10% of the contract value, the same shall be encashed by BHEL. In the case the value of the security instruments/ performance security available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount etc. with BHEL) or legal remedies shall be pursued.</p> <p>Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc. shall be applied as per provisions of the contract.</p>	
21)	<p>Recoveries arising out of Breach of contract and LD or any other recoveries due from Contractor</p> <p>Without prejudice to the other means of recovery of such dues from the seller/ contractor, recoveries (if any) from the seller/ contractor shall be made from the following:</p> <ol style="list-style-type: none"> <li>Dues payable in the form of bills payable to the seller/ contractor, Security Deposits, Bank Guarantees against the same contract.</li> <li>Dues payable to the seller/ contractor against other contracts, Security Deposits, Bank Guarantees in the same region/ Unit/ Division of BHEL.</li> <li>Dues payable to seller against other contracts, Security Deposits, Bank Guarantees in the different region/ Unit/ Division of BHEL.</li> </ol> <p>In case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.</p>	
22)	Details/ Documents to be submitted along with the offer	Bidder shall submit the details / documents as mentioned in the bid document and checklist. Bidder shall also submit the duly filled in checklist, along with their techno-commercial offer (Part-I).
23)	Basis for rejection of offers	<ol style="list-style-type: none"> <li>Incomplete offers i.e., offers without documents as per instruction of the tender and offers not complying with NIT/ Enquiry conditions shall be liable for rejection.</li> <li>Offers not qualifying for the Pre-Qualification Requirement of the tender shall be liable for rejection.</li> <li>Offers not qualifying technically/ commercially shall be liable for rejection.</li> <li>The decision on Acceptance/ Rejection of offers as decided by BHEL shall be final and binding on the vendors/ bidders.</li> </ol>

24)	Other terms & conditions	<p>a) The evaluation currency for this tender shall be INR.</p> <p>b) Language of the tender/ submission of bids shall be English. In case any document of the bidder is in any other language, the duly certified copy of English translation must be enclosed in the offer.</p> <p>c) Bidder shall ensure Compliance to e-invoicing, GST, PPP-MII requirements as per extant provisions and guidelines of Govt. of India.</p> <p>d) The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p>e) BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not for any reason whatsoever.</p> <p>f) Bidders are requested to carefully examine and understand the specifications, scope of work etc. and seek clarifications, if required, to ensure that they have understood the specifications, scope of work. Bidder's offer should not carry any sections like clarifications, interpretations and/ or assumptions.</p> <p>g) All the Tender Documents, addenda, corrigenda, BHEL clarifications etc. shall automatically become a part of the Order/ Contract after its finalization.</p> <p>h) All other terms &amp; conditions shall be as per GeM General Terms &amp; Conditions (GTC).</p>
25)	Warranty	12 months from the date of commissioning or 18 months from date of dispatch whichever is earlier.

#### 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---**