

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	10-03-2025 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	10-03-2025 16:30:00
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	10020009-cffp Haridwar
क्रेता ईमेल/Buyer Email	buyer1662.bhelb.ua@gembuyer.in
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	50/10T EOT Crane
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	50/10T EOT Crane
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	EOT Crane, Mobile Truck Crane, Rough Terrain Hydraulic Mobile Crane, Online UPS (V2), Sounding and Suspension Equipment as per IS 6064, water baths, Diethyl Phenyl Acetamide 50% (DEPA 50%) - Defence, Foot Operated Pedal Bin or Bucket for Bio - Medical Waste Collection, Atrazine 50% WP, Waste Containers and Accessories - Domestic (V2)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	- EOT Crane - Pick and Carry Hydraulic Mobile Crane as per IS 4573 (New Generation Crane with Front Mounted Cabin)
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	Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
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	3 Days
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
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	200000

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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(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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी 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 :

SM
10020009-CFFP Haridwar, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Bhupendra Singh Yadav)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to 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. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder 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 no purchase preference shall be granted. 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. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .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.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

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

50/10T EOT Crane (1 pieces)

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

respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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	Kumar Siddhartha	249403,Central Foundry Forge Plant, BHEL, Ranipur, Haridwar	1	210

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 % of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. 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.

3. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

4. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

5. 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.

6. 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):

PDI as per ATC

Post Receipt Inspection at consignee site before acceptance of stores:
CFFP BHEL Haridwar

7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ITEM: 50/10T EOT CRANE FOR FURNACE BAY IN STEEL MELTING SHOP, CFFP, BH EL, HARIDWAR:

Commercial Terms and conditions for tender enquiry:

S. No.	Description
1	Material shall be supplied as per tender enquiry in all respects. Point wise reply / confirmation of attached technical specification along with accessories as per specification: SMS/SP/30 REV.01 is to be provided along with offer.
2	Pointwise confirmation of PQC document (Pre-qualification requirement) required along with offer. PQC clauses mentioned at clause 1.1. (sub clause 1.1.0 to 1.1.2.10) of specification. Interested bidder may visit the site for better understanding about the existing system / peripherals, application, technical and commercial terms.

3	Compliance to MAKE IN INDIA circular issued by Gol (P-45021/2/2017-PP(BEII) dtd 19/07/2024). "For this procurement, the local content to categorize a supplier as a Class I local supplier / Class II local supplier/ Non-Local Supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part II bids against this NIT". All bidders have to confirm about being 'Class-I local supplier', 'Class II local supplier' or 'Non-Local supplier'. Procurement shall be done from Class-I/II Local Suppliers only. Supplier is required to provide class -I local supplier / Class-II local supplier Self certificate giving the percentage of local content and details of locations where value addition is made.
4	Guarantee/ Warrantee: As per specification no SMS/SP/30 REV.01 (Clause 3.4), performance guaranteed/warranty for Minimum twelve months from date of commissioning of the crane at CFFP-BHEL works.
5	Pre-dispatch inspection (PDI) by CFFP, BHEL, Haridwar: Pre-Dispatch Inspection (PDI) call (for readiness of equipment) at least 15 days in advance. If supplier fails to give pre-inspection call within stipulated time, this will not be a reason of penalty waiver or delivery extension. However final inspection will be done after receipt of equipment at CFFP, BHEL, Haridwar. Note: Travel, Lodging & Boarding charges of BHEL inspectors / trainees during pre-dispatch inspection and training will be borne by BHEL.
6	Delivery Term: FOR Destination basis, destination being Stores/CFFP/BHEL Haridwar. Quoted rate should be inclusive of the all charges like freight, insurance, taxes, packing & forwarding etc. for the delivery term given above or else proper loading shall be done.
7	Delivery of material: Within 7 months from the date of Purchase order (Including Drawing approval, Pre-Dispatch Inspection etc.).
08	Erection & Commissioning (E&C) period for supplier: - Site is ready for E&C of crane. Vendor is required to complete Erection & Commissioning of EOT crane at CFFP site within 60 days from the date of receipt of complete material.
09	Bidder will submit complete schedule of activities with timeline related to supply and E&C. Complete Drawing/data/ design calculations etc . in one go is to be submitted by vendor within 30 days from PO date.
10	CFFP BHEL will approve Drawing/ data/ design calculations etc within 30 days from receipt of complete drawing from vendor.
11	E&C value will be minimum 10% of contract value. Same will be released after completion of E&C. Rest 90% of contract value will be treated as supply value. Total contract value is supply value plus E&C value / charges.
12	<u>Payment Terms:</u> 80% payment of Supply value plus 100% Taxes & Duties (subject to checking / confirmation from GSTN portal) shall be made through e-payment within 45/60/90 days (for Micro & Small / Medium Enterprise / Others respectively) from the date of receipt of material at CFFP / BHEL. Balance 20% Payment of Supply value and 100 % E&C charges will be paid after successful commissioning of equipment.

Performance Security/Performance Bank Guarantee:

Successful bidder to submit Performance Security/Performance Bank Guarantee of **10.0%** of the contract Value (Supply value + E&C value, Excluding Taxes). The Performance Security/PBG shall be submitted within 30 days of notification of the award of Contract 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. Tentative period of BG will be 24 months from PO date.

PS/PBG shall be returned to the contractor without interest, after the contract or duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract. The Performance Security/PBG shall not carry any interest.

Modes of deposit of PS/ PBG: Performance Security/Performance Bank Guarantee shall be furnished in the following forms:

- 13
- i). Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of BHEL.
 - ii). Bank Guarantee from BHEL consortium Banks and in BHEL format. List of BHEL consortium Banks and in BHEL format is attached. Claim period of BG should be minimum 3 months from the validity.
 - 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.
- (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

Forfeiture of Performance Security/Performance Bank Guarantee:

The Performance Security/ Performance Bank Guarantee will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.

14 Currency of offer: Only in Indian Rupee.

15 Validity of offer: Minimum 180 days from tender opening date.

16 Prices shall be firm till execution of Order.

17	Provide name of company on which purchase order is to be placed (in case found lowest suitable bidder), contact person, mobile no. & email address.
18	Penalty for delay in Supply and Erection and Commissioning (E&C) : Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&C'. - The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (supply + E&C) subject to a maximum of 10% of total PO value. - The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C). - Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C). - For calculating Late Delivery penalty, delivery date shall be considered as date of receipt at material at BHEL Hardwar. Note: In case, any shortage is noticed viz-a-viz PO requirement in the main equipment /spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier.
19	Settlement of Disputes: As per GeM guidelines.
20	Early delivery acceptable.
21	Test Certificate & Guarantee certificate are required.
22	Drawing, Documents and Manuals to be provided as per technical specification.
23	Breach of contract: In case of breach of contract, recovery of 10% of total contract value shall be applicable. Recovery shall be done by encasing security instruments like Contract Execution Bank Guarantee, performance bank guarantee. In case value of security instruments not available or less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies shall be pursued. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.
24	Conditions for opening of Price: - BHEL shall be resorting to Reverse Auction (H1 removal) as per GeM condition.
	BID SECURITY / EARNEST MONEY DEPOSIT (EMD): Bidder to submit Bid Security/ Earnest Money Deposit (EMD) of Rs 2,00,000/- (Rupees two Lakhs Only). The Bid Security/ Earnest Money Deposit (EMD) shall be submitted along with their bids (except Micro and Small Enterprises (MSEs) or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)) and it will remain valid for a period of 45 (forty-five) days beyond the final bid validity period. The Bid Security/ Earnest Money Deposit (EMD) shall not carry any interest. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of th

the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, Bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc. will be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.

Bid security will be refunded to the successful bidder on conclusion of the order/ receipt of a performance security (if called in the tender).

Modes of deposit OF BID SECURITY / EARNEST MONEY DEPOSIT (EMD): The EMD may be accepted only in the following forms:

- 25
- (i) Electronic Fund Transfer credited in BHEL account (before tender opening).
 - (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 BHEL Consortium Banks in BHEL prescribed format.
 - (v) Insurance Surety Bonds.

Bank Details for online submission of EMD is as below:
Bank: STATE BANK OF INDIA, RANIPUR BRANCH, HARIDWAR, Beneficiary Name: Bharat Heavy Electricals Ltd.

Bank Account No. 10667995469

Account Type. CURRENT ACCOUNT

Bank's Branch Code: 00586

Bank's IFSC Code: SBIN0000586

Bank MICR Code: 249002005

Forfeiture of EMD:

i) A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.

(ii) EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

26 **Vendor to quote their offer which includes supply, E&C, Spares, Tools & Tackles etc. applicable as per specification. Offer must be inclusive of all taxes and duties (GST etc.)**

27 For new vendors not registered with CFFP BHEL, kindly furnish copy of following documents: Company Name and Address Proof, GST Number (Scan Copy of Acknowledgement), PAN Copy, MSM E Certificate (UAN, Udyam if Any).

28	The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL website : www.bhel.com. 1.0 Integrity commitment, performance of contract and punitive action thereof: 1.1 Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all bidder(s) in a transparent and fair manner, and with equity. 1.2 Commitment by Bidder/Supplier/Contractor: 1.2.1 The Bidder/Supplier/Contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian penal code, 1860 or any other law in force in India. 1.2.2 The Bidder/Supplier/Contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/BHEL. 1.2.3 The Bidder/Supplier/Contractor will perform/execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/money/reputation, to BHEL. If any Bidder/Supplier/Contractor during pre-tendering/tendering/post tendering/award/execution/post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India then, action may be taken against such bidder/supplier/contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions.
29	BHEL reserves the right to cancel the tender at any stage without issuing any reason for the same.
30	Conflict of Interest: A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: a) They have controlling partner (s) in common; or b) They received 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 bidder; or e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder 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/subassembly/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 form the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal; 5 / 8 1446800/2023/CFFP-PUR_SDC 31 or g) A Bidder 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; or h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

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Restrictions on import from countries sharing land border with India:

All provision of order no. F.7/10/2021-PPD (1) of Department of Expenditure(DoE) dated 23.02.2023 shall be applicable for this tender enquiry (Order copy is available at <https://doe.gov.in/divisions/order-public-procurement-no4-restrictions-under-rule-144xi-general-financial-rules-gfrs>. Bidder has to submit a certificate certifying following along with the offer:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares land border with India; I certify that bidder (Name of bidder) is not from such a country or if from such a country, has been registered with the competent authority. I hereby certify that bidder: (Name of bidder) fulfils all requirements in this regard and is eligible to be considered."

If the bidder is from such a country, which shares a land border with India, evidence of valid registration by the competent authority shall be attached along with the offer.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976,

The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

[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---