



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3521961  
Dated/दिनांक : 03-06-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	15-06-2023 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	15-06-2023 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	70 (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	10170006-ivp Goindwal
Total Quantity/कुल मात्रा	397
Item Category/मद केटेगरी	Matl code-942490548025 Description-FDN BOLT D25 X 1000 L DRG 2-39-010-01080 Details as per table in ATC , Matl code-942490568240 Description-FDN BOLT D40 X 1500 L DRG 2-39-010-01082 Details as per table in ATC , Matl code-942490534963 Description-FDN BOLT D63 X 2250 L DRG 2-35-010-01249 Details as per table in ATC , Matl Code-940760040000 Description-FM FDN BLT DIA 50-1700 LONG DRG- 2-FM-011-00003 Details as per table in ATC , Matl Code-940760060000 Description-FM FDN BLT DIA 80-2350 LONG DRG- 2-FM-011-00055 Details as per table in ATC
BOQ Title/बीओक्यू शीर्षक	Procurement of Foundation Bolts
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Certificate (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination

<b>Bid Details/बिड विवरण</b>	
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Primary product category</b>	Matl Code-940760040000 Description-FM FDN BLT DIA 50-1700 LONG DRG- 2-FM-011-00003 Details as per table in ATC
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 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>	Item 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.

**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. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria,

the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. 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 .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 in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

4. 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.

5. 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

#### **Evaluation Method ( Item Wise Evaluation Method )**

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

<b>Evaluation Schedules</b>	<b>Item/Category</b>	<b>Quantity</b>
Schedule 1	Matl Code-942490548025 Description-fdn Bolt D25 X 1000 L Drg 2-39-010-01080 Details As Per Table In Atc	53
Schedule 2	Matl Code-942490568240 Description-fdn Bolt D40 X 1500 L Drg 2-39-010-01082 Details As Per Table In Atc	3
Schedule 3	Matl Code-942490534963 Description-fdn Bolt D63 X 2250 L Drg 2-35-010-01249 Details As Per Table In Atc	4

Schedule 4	Matl Code-940760040000 Description-fm Fdn Blt Dia 50-1700 Long Drg- 2-fm-011-00003 Details As Per Table In Atc	318
Schedule 5	Matl Code-940760060000 Description-fm Fdn Blt Dia 80-2350 Long Drg- 2-fm-011-00055 Details As Per Table In Atc	19

**Matl Code-942490548025 Description-FDN BOLT D25 X 1000 L DRG 2-39-010-01080  
Details As Per Table In ATC**

**(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**

<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	MAHESH KUMAR PARIHAR	759107,Construction Manager, BHEL SITE OFFICE, 2X660 MW NTPC TALCHER, PO- DEEPSHIKHA (KANIHA) DIST- ANGUL, (Odisha) PIN - 759107	53	120

**Matl Code-942490568240 Description-FDN BOLT D40 X 1500 L DRG 2-39-010-01082  
Details As Per Table In ATC**

**(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**

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	MAHESH KUMAR PARIHAR	759107,Construction Manager, BHEL SITE OFFICE, 2X660 MW NTPC TALCHER, PO- DEEPSHIKHA (KANIHA) DIST- ANGUL, (Odisha) PIN - 759107	3	120

**Matl Code-942490534963 Description-FDN BOLT D63 X 2250 L DRG 2-35-010-01249 Details As Per Table In ATC**

(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**

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/मात्र**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	MAHESH KUMAR PARIHAR	759107,Construction Manager, BHEL SITE OFFICE, 2X660 MW NTPC TALCHER, PO- DEEPSHIKHA (KANIHA) DIST- ANGUL, (Odisha) PIN - 759107	4	120

**Matl Code-940760040000 Description-FM FDN BLT DIA 50-1700 LONG DRG- 2-FM-011-00003 Details As Per Table In ATC**

(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**

<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	Thamaraiselvan Namachivayam	620014, Manager / Stores - 11 Fossil Boilers, BHEL High Pressure Boiler Plant	318	120

**Matl Code-940760060000 Description-FM FDN BLT DIA 80-2350 LONG DRG- 2-FM-011-00055 Details As Per Table In ATC**

(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**

<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/मात्र**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Thamaraiselvan Namachivayam	620014, Manager / Stores - 11 Fossil Boilers, BHEL High Pressure Boiler Plant	19	120

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें****1. Scope of Supply**

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

**2. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**UNIT RATES TO BE QUOTED INCLUSIVE OF ALL TAXES AND ON FOR DELIVERY DESTINATION BASIS****2.1 SCOPE OF SUPPLY**

Material shall be supplied as per the applicable Technical Delivery Condition (TDC) / Drawing as mentioned in the Table - 1, at the respective Delivery Destinations. National & International material standards shall have to be arranged by bidders themselves.

Table 1 : List of Items along with Quantity, Drawing Number and Delivery Destination

Sl. No.	Material Code	Description	Quantity (Nos.)	Drawing No.	Delivery Destination
1	942490548 025	FDN BOLT D25 X 1000 L	53	2-39-010-01 080 Rev 02	NTPC Talcher
2	942490568 240	FDN BOLT D40 X 1500 L	3	2-39-010-01 082 Rev 02	NTPC Talcher

3	942490534 963	FDN BOLT D63 X 2250 L	4	2-35-010-01 249 Rev 02	NTPC Talcher
4	940760040 000	FM FDN BLT DI A 50-1700 LON G	318	2-FM-011-00 003 Rev 04	BHEL Trichy
5	940760060 000	FM FDN BLT DI A 80-2350 LON G	19	2-FM-011-00 055 Rev 03	BHEL Trichy

Hex Nuts to be Supplied as per IS-1363 P3 and Washers to be supplied as per IS-2016. This is applicable for ALL items.

(Specifications of Hex Nuts and Washers mentioned in the above drawings, (if any) are not Applicable).

“1 number” of Quantity = 1 Complete Fabricated Foundation Bolt along with Hex Nut and Washer, as detailed in the above referred Drawings.

Applicable 'QUALITY CONTROL PROCEDURE' for all the items: QCP:002/05 Dt. 07.03.2018.

**Additional Technical Information:**

Radiography Testing	Not applicable
MPI/LPI	To be done as per QCP002_rev 05
Applicable Quality document for fabricating Foundation Bolts.	QCP002_rev 05
Type of weld, Type of electrode, Total length of weld	As per applicable drawing
Welding Qualification	WPS, PQR, WQ to be reviewed/Witnessed (PQR-As per AWS D1.1).by QC BHEL IVP Gondwal. Supplier need to intimate to BHEL before starting of welding.
Pre-Heating for Welding and Flame cutting	Preheating procedure need to be followed as per clause of 4.3.3 of QCP002_rev05, Preheating temperature is 150 °C for welding and flame cutting.
Post Weld Heat Treatment	Not applicable

**Make in India (MII): Minimum 50% and 20% Local Content required for or qualifying as Class 1 and Class 2 Local Supplier respectively.**

The **broad scope of work** in respect of all the items includes:

Procurement of raw materials, bought out items and consumables like electrodes, rust preventive oil etc. is to be done as per material Specifications/ Drawings/ QCP.

Materials and consumables are to be procured with relevant Test Certificate (TC) and these have to be submitted/ produced in original during inspection. Any test, both destructive and non-destructive, if required, will have to be carried out by the vendors at their own cost. All such reports in original will have to be submitted during inspection. Vendors also shall verify the materials & TC to comply with the

Material Specifications.

Manufacturing and fabrication of components shall be according to the Technical documents. In case of welding Qualification, WPS, PQR, WQ to be reviewed / Witnessed (PQR-As per AWS D1.1) by QC BHEL IVP Goindwal. Supplier need to intimate to BHEL before starting of welding.

All handling charges till completion of fabrication & dispatch up to destination is in Vendor's Scope . All costs towards testing & inspection including BHEL/ BHEL nominated agency as per BHEL's QP/PO /Drawings is in scope of supplier. However, BHEL will bear the cost for TPI during inspections.

- The rates quoted shall be firm and fixed. No price variation is proposed and allowed.
- Rates shall be quoted on **INR per No. basis**, including Taxes.
- **Un-loading of material at Talcher Site shall be arranged by BHEL site.**
- **Unloading of Material at BHEL Trichy is in the Scope of BHEL only.**

## **2.2 PRE-QUALIFICATION CRITERIA (PQC)**

1. Bidder should either be engaged in manufacturing of Fasteners or should be engaged in fabrication jobs. Offers from Traders/Dealers/Stockists/agents will be rejected. Submission of Certificate of Registration or UDYAM Certificate or Declaration from bidder for proof as a manufacturer is required to fulfil this criterion.
2. Bidder should have minimum average turnover of Rs. 40 Lakhs/year over three financial years viz. FY 2019-20, 2020-21 and 2021-22. To certify the same, bidder need to submit balance sheets of above stated three years. Balance sheets should be audited, as applicable. If the balance sheets are not audited, bidder need to submit CA certificate for the turnover.

**Start-ups shall be exempted** from the above criteria without any relaxation in quality standards or technical parameters as per D.O. No. 5(4)/2016-B E-I dated 15.02.2017. For claiming Start-Up exemption, vendors have to submit DPIIT (Dept. of Promotion of Industry and Internal Trade)/DIPP (Department for Industrial Policy and Promotion) recognition certificates.)

BHEL may carry out evaluation of bidder's capability. BHEL reserves the right to accept/reject any offer based on evaluation of bidder's capability. For verification of data presented for pre-qualification bid, BHEL may decide to visit the bidder(s) works. Any fact found deviating from bids during evaluation shall make the bidder liable to be dis-qualified.

## **2.3 DELIVERY DESTINATION and SCOPE OF UNLOADING**

**Delivery Destination is NTPC Talcher for Schedule Nos. 1 to 3.** The material is to be supplied to at following address:

NTPC Talcher

Contact Person:

Project Site Address:

Sh. Mahesh Kumar

Construction Manager,

Deputy Engineer

BHEL Site Office,

Material Management

2X660 MW NTPC Talcher,

NTPC Talcher Site

Distt. Angul – 759107

Mobile: 95742 44431

Odisha, India

**Unloading of Material at NTPC Talcher Site is in the Scope of BHEL Site Office.**

**The material is to be supplied to BHEL Trichy for Schedule Nos 4 & 5:**

Manager / Stores – 11 Fossil Boilers,

BHEL Boiler Plant Project P.O. Tiruchirappalli - 620 014.

Tamilnadu, India

**Unloading of Material at BHEL Trichy is in the Scope of BHEL only.**

## **2.4 DIFFERENTIAL FREIGHT CLAUSE**

The rates finalized against each schedule shall include cost of transporting finished products from Vendor's Works to delivery location specified in the tender.

All the consignments are normally envisaged for dispatch from Vendor's Works to specified location in the tender. However, in exceptional cases (in case of Project hold/ any unforeseen conditions), BHEL may permit Vendor(s) on case to case basis for handing over the consignments to some new location. BHEL's decision shall be final in this regard. In such case, differential freight charges shall be deducted or paid based on applicable distance.

**Differential Rates will be calculated as below:**

If BHEL advises to dispatch material at any other location, then BHEL will calculate freight portion from vendor works to Location specified in tender (say it comes out amount 'X') and from vendor works to New location specified by BHEL (say it comes out amount 'Y'). Then differential freight cost will be calculated by subtracting both freight cost (Y-X). If it comes out to be positive, then this differential cost shall be given extra to vendor. If it comes out to be negative, then this differential amount shall be deducted from vendor. Kindly note that this extra payment to vendor/deduction from vendor shall be amended suitable in Purchase order before dispatch.

For Calculation of Transportation freight, BHEL has mentioned Rate/KM/MT in INR from anywhere to anywhere in India. For calculating total cost, this needs to be multiplied by distance in KM & weight in MT.

**Rate/KM/MT from anywhere to anywhere is mentioned below:**

<b>Relevant category</b>	<b>Freight Rate per MT per KM</b>	<b>Remarks</b>
TAAA2	4.18	Anywhere to anywhere

Distance shall be taken in KM as shortest distance from Google map.

**Example:** Suppose one vendor is located in Ludhiana (Punjab). Distance from Ludhiana to BHEL Goindwal is approx. 150 KM & distance from Ludhiana to Talcher site is approx.1900 KM. The specified destination in tender is Talcher and the new location specified for delivery of material is Goindwal. Suppose weight of consignment is 60 MT

Then freight from Ludhiana to Goindwal (Y) comes out to be Rs.  $4.18 \times 150 \times 60 = 37,620.00$ . The freight from Ludhiana to Talcher (X) comes out to be Rs.  $4.18 \times 1900 \times 60 = 4,76,520.00$ . Now differential cost (Y-X) comes out to be Rs. (-)4,38,900.00. Hence this differential amount will be deducted from vendor.

## **2.5 PACKING OF MATERIAL**

The project name, PGMA, DU Number, quantity, weight, Vendor code shall be legibly stenciled for identification and dispatch as may be advised. Vendor code shall be punched using letter punch and bordered suitably for identification. Machined surfaces shall be protected with rust preventive oil. Threaded portions shall be protected with rust preventive oil and covered by tar impregnated Gunny cloth.

Material is to be sent in crates and the maximum weight in a single crate should not be more than 2MT.

**Example/Picture of Packing is attached with the Specification Document of this GeM Bid.**

## **2.6 INSPECTION**

Bidders will submit TPI (Third party inspection) / BHEL Inspection report to BHEL IVP after inspection. Then based on Inspection report, BHEL will give dispatch clearance and then only the material shall be supplied to the respective consignee address.

### 3. 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.

### 4. 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.

### 5. 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.

### 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):

BY BHEL OR BHEL APPOINTED TPI AT VENDOR WORKS

Post Receipt Inspection at consignee site before acceptance of stores:  
BY BHEL AT BHEL WORKS

### 7. Inspection

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

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

## 8. Certificates

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

## 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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---