

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	20-02-2023 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	20-02-2023 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	10160001-isg, Bangalore
Total Quantity/कुल मात्रा	1210
Item Category/मद केटेगरी	Shop Fabricated Fully Bolted Structures Consisting Main Columns (Q3) , Shop Fabricated Hand Rail Including Galvanization At Rate Of 610 Gm/sqm (Q3) , Shop Fabricated Fully Bolted Structure Consisting Tubular Bracing (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	408 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	2 Year (s)
MSE Exemption for Years of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	No
Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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 Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Shop Fabricated Fully Bolted Structures Consisting Main Columns
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Payment Timelines	Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank	ICICI
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	30

(a). 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 :

AGM

M/s. Bharat Heavy Electricals Ltd. Industrial Systems Group, PB No 1249, IISC post Malleswaram, Bengaluru - 560012

(L Bindu)

Splitting/विभाजन

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	2

Reserved for Make In India products

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of 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. 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.
4. 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.
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

Shop Fabricated Fully Bolted Structures Consisting Main Columns (1127 metric tonne)

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

Whether Price variation applicable?	Price Variation Clause/मूल्य परिवर्तन खंड(पीवीसी)	Price variation clause document
Yes	PVC as per attached formulae	df58b709a24e33d748434c79dcc427d0.pdf

Brand Type/ब्रांड का प्रकार	Unbranded
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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	Mithilesh Prasad	825301,NTPC North Karanpura, BHEL- ISG , Tandwa town , Charta District	1127	180

Shop Fabricated Hand Rail Including Galvanization At Rate Of 610 Gm/sqm (10 metric tonne)

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

Whether Price variation applicable?	Price Variation Clause/मूल्य परिवर्तन खंड(पीवीसी)	Price variation clause document
Yes	PVC as per attached formulae	c2d4dd1891915a6d1965576715adeb4b.pdf

Brand Type/ब्रांड का प्रकार	Unbranded
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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	Mithilesh Prasad	825301,NTPC North Karanpura, BHEL- ISG , Tandwa town , Charta District	10	180

Shop Fabricated Fully Bolted Structure Consisting Tubular Bracing (73 metric tonne)**(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)**

Whether Price variation applicable?	Price Variation Clause/मूल्य परिवर्तन खंड(पीवीसी)	Price variation clause document
Yes	PVC as per attached formulae	c6980b19e34844dc70a23ba0eec34e46.pdf

Brand Type/ब्रांड का प्रकार	Unbranded
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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	Mithilesh Prasad	825301,NTPC North Karanpura, BHEL- ISG , Tandwa town , Charta District	73	180

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

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

3. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. **Generic**

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

5. **Generic**

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

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

6. **Generic**

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.

7. **Scope of Supply**

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

8. **Turnover**

Bidder Turn Over Criteria: 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 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.

9. **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.

10. Inspection

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): Shall be informed
Post Receipt Inspection at consignee site before acceptance of stores: By BHEL

11. Inspection

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection 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.

12. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Item : Supply of Shop Fabricated Steel Structure

Project Name: 3x660 MW North Karanpura STPP, NTPC

GeM Bid No: GEM/2023/B/3089077

BHEL Enquiry No: 77/22/6155/PKK

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BID SPECIFIC ATC

PRE QUALIFICATION REQUIREMENTS (PQR)

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- 1) Firms should have minimum 3 years' experience in supply of shop fabricated steel structures for Industry/Power plant structures (Heavy Built-up columns, Horizontal girders and beams & bracings) within the last 5 years calculating from the date of technical bid submission. Documentary proof shall be submitted for same.
- 2) Average annual financial turnover during last 3 years ending 31st March 2022 should be minimum Rs4.08 Crores for qualifying the Tender.

- 3) Firms should have minimum “Average Production Tonnage” of 24 00 MT/Year for qualifying this tender. The average production of the firm shall be calculated based on the production over last 2 years from the date of bid opening of this tender. The average production capacity as above shall be certified (attested in original along with seal bearing membership number) by a Chartered Accountant/Cost Accountant, giving a month wise breakup of production quantity in MT over any 2 years.
- 4) The factory referred above shall be in operation for the last Three years from the date of Techno-commercial bid opening.
- 5) The factory should have the following facility.
 - a) Multi- Axis Drilling Machine (Computer Numeric Controlled).
 - b) Quality set-up for carrying out necessary Non-Destructive test like Dye Penetration tests, Ultrasonic test, Radiographic tests etc.
 - c) Heat Treatment facilities
 - d) Area for Pre-Assembly bed.
- 6) **The factory (Manufacturing setup of prefabricated bolted structures) should have been approved by NTPC for supply of bolted structures.**

Important Notes:

1. Bidder to note that the acceptance of the offer is subjected to the “Bidder approval from our customer, NTPC” and BHEL reserves the right to reject offer of any bidder based on their poor/ non-performance in past/ present projects/ orders.
2. Bidder shall submit requisite documents, to comply with aforesaid criteria, properly indexed, along with offer.

3. Bidder shall submit the point wise confirmation to the PQR points along with the offer.
4. Bidders to note that collaboration with any other party is not applicable for this tender.
5. All the supporting documents/documentary evidences shall be Self-attested.
6. BHEL reserves the right to:
 - o Ask for further qualification during techno commercial scrutiny of bids received and bidder will comply.
 - o BHEL shall not be responsible for any delay, loss, damage for bids sent by post.
 - o BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
 - o Canvassing i.e. soliciting favor, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
 - o If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance to his bid, BHEL reserves the right to reject such application.
 - o Vendors banned / declared / notified by any unit of BHEL as defaulters / poor performers on quality / delivery or other grounds are not eligible to quote. Offers if any received from such vendors shall be rejected.

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Commercial Conditions of Contract

1.	Ship to (Consignee) Address (to be mentioned in Invoice & LR)	General Manager, NTPC North Karanpura, Jharkhand - 825321, A/c BHEL-ISG Ship To GSTIN : 20AAACN0255D2ZB
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2.	Bill to (Billing) Address (to be mentioned in Invoice)	BHEL-Industrial Systems Group, Malleswaram, Bengaluru-560012, Bill To GSTIN : 29AAACB4146P1ZB
3.	Transit Insurance	By BHEL. Details shall be provided at the time of dispatch clearance
4.	Delivery	6 Months from the date of GeM order
5.	Guarantee	24 months from the date of last supply or 18 months from the date of completion of erection whichever is earlier
6.	Performance Bank Guarantee (PBG)	<p>Vendor shall submit PBG for 5% of Order value (excluding taxes & duties) within 15 days from the date of GeM order. Validity of the bank guarantee shall be for the entire guarantee period and claim period shall be minimum 3 months more than the validity. PBG to be extended from time to time till the end of warranty/guarantee period or as per BHEL.</p> <p>In case of delay in submission of performance security, enhanced performance security, which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered , from the bills along with due interest.</p>
7.	Type of Contract	<p>Unit rate with price variation clause (PVC).</p> <p>Bidder to note that price quoted shall be inclusive of packing & forwarding and Freight charges and all taxes & duties including GST.</p>

8.	Payment Terms	<p>a) Against Supply : 85% of basic + 100% of GST shall be payable against receipted LR</p> <p>b) Against MRC : 10% of basic shall be payable against submission of MRC</p> <p>c) Against Erection completion : 5% of basic shall be payable progressively against submission of erection completion certificate</p>
9.	Splitting of Order	<p>The order shall be split between two bidders [i.e. L1 and other qualified bidders (L2/L3/L4...)] subject to acceptance of the counter offered L1 price by the other bidders. Sequence of counter offering to L2/L3/L4... shall be as per their respective ranking in the tender. The splitting of order among the qualified bidders shall generally be as described below:</p> <p>a) L1 bidder: 50 to 60% of Order Value</p> <p>b) L2/L3/L4--- : Remaining (40%-50%) Order value, subject to matching with L1 price</p> <p>c) If L2/L3/L4---- bidders are unable to match the L1 price, 100% order shall be placed on L1 bidder.</p> <p>Note: The above mentioned instructions are indicative only and are only for bidder's reference. BHEL reserves the right to change/ modify the order splitting pattern suitably after receipt of offers without assigning any reason whatsoever. Decision of BHEL in this regard shall be final and binding on the vendor.</p>

10.	Documents to be submitted along with invoice for bill processing	<p>Supply Payment (85%)</p> <ol style="list-style-type: none">1. GST Invoice.2. Original LR3. Copy of Receipted LR4. Copy of E-way Bill.5. Copy of Despatch clearance from BHEL <p>MRC Payment (10%)</p> <ol style="list-style-type: none">1. Commercial Invoice.2. MRC certificate from BHEL site engineer <p>Against Erection Completion (5%)</p> <ol style="list-style-type: none">1. Commercial Invoice.2. Erection completion certificate from BHEL site engineer	
11.	No of days to process payment	Micro & Small enterprises (MSEs)	45 days
		Medium enterprises	60 days
		Non MSMEs	90 days
12.	Dispatch of material	Material to be dispatched only after receipt of written dispatch clearance from BHEL-ISG, which shall be issued after inspection and issue of MDCC from customer.	
13.	PQ criteria	PQ enclosed with technical specifications. All documents as per PQ are required to be furnished along with bid as requested in PQR document. Otherwise, offer will not be considered.	
14.	Documents to be submitted along with GeM offer	Experience Criteria	Copy of documents to fulfil technical conditions of PQR
		OEM Annual Turnover	Copy of documents to fulfil financial conditions of PQR

		Compliance of BOQ Specification	Signed and sealed Technical Specification & any other supporting documents
		Additional Doc1 (Requested in ATC)	Signed and sealed GeM Bid document with Corrigendum (if any)
		Additional Doc2 (Requested in ATC)	Filled and signed BOQ (FORM-II) and Undertaking of No Deviation (FORM-III)
		Additional Doc3 (Requested in ATC)	Bidders financial standing certificate
		Additional Doc4 (Requested in ATC)	Copy of GSTIN & PAN for vendor code creation
		MII Certificate (FORM-I) and Udyam certificate as applicable to be uploaded in the respective fields.	
15.	Order of preference of documents	1) Corrigenda (if any) 2) Bid Specific ATC 3) Technical Specification 4) GeM Bid document 5) GeM General terms and conditions	
16.	Contact details for commercial terms & conditions Query:	Pradeep Kumar K D, Addl. Engineer, Email : pkk@bhel.in Ph. No. 080-22184087	
17.	Contact details for Technical Query:	Uttam Singh Gaharwar, Dy. General Manager, Email : usg@bhel.in Ph. No. 080-22184102	
18.	Integrity Pact (IP):- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.		

SI	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

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

Note:

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

(1)
Name: Shabeer Dewan,
Dy. General Manager/ MM
Dept: Materials Management

Address: BHEL-ISG, PB No.
1249, IISc Post, Prof. CNR Rao
Circle, Malleswaram,
Bangalore- 560012
Phone: 080-22184585
Email: sbd@bhel.in

Fax: 080-23562713

(2)
Name: Pradeep Kumar KD,
Addl. Engineer/ MM
Dept: Materials Management
Address: BHEL-ISG, PB No.
1249, IISc Post, Prof. CNR Rao
Circle, Malleswaram, Bangalore-
560012
Phone: 080-2218 4087
Email: pkk@bhel.in
Fax: 080-23562713

13. 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---