

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	03-08-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	03-08-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम/Department Name	Department Of Heavy Industry
संगठन का नाम/Organisation Name	Bharat Heavy Electricals Limited (bhel)
कार्यालय का नाम/Office Name	10060010-r&d
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :panda@bhel.in Buyer Email id: pankini@bhel.in
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Stack Compression Testing Facility
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Fuel cell stack compression testing facility
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Compression Testing Machine • Spring Testing Machine (V2)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	4
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	4

बिड विवरण/Bid Details	
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 45 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)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

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

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी 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।/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.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

Sr. Manager

PAO, 10060010-R&D, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Ivsn Siva Krishna)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में है / Purchase Preference to MII sellers available upto price within $L1+X\%$	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	100
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [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:

- 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

Stack Compression Testing Facility (1 set)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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उपरोक्त मद के लिए इंस्टॉलेशन कमीशनिंग एंड टेस्टिंग (आईसीटी) का विवरण / Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	10%
Number of days allowed for ICT after site readiness communication to seller	20 Days

प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Ambati Sandeep	500042,BHEL, Corp.R&D, Vikasnagar, Near BBR Hospital, Hyderabad	1	182

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Arbitration clause View	Bidder to confirm acceptance to Arbitration clause	Stack Compression Testing Facility(1)
2	Integrity Pact View	IP is a tool to ensure that activities and transactions between the Company and its Bidders or Contractors are handled in a fair, transparent and corruption free manner. Refer clause 23 in Buyer added bid specific ATC	Stack Compression Testing Facility(1)
3	PRE-QUALIFYING CRITERIA View	Bidder shall submit PQC documents. Refer clause 6 in Buyer added bid specific ATC	Stack Compression Testing Facility(1)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Description: Stack compression testing facility

1. **Payment term:**

80% payment of Supply value will be made within the stipulated days as mentioned below from the date of receipt of material with clear documents at BHEL R&D, Hyderabad.

Balance 20% of Supply Value plus 100% of Installation and Commissioning (ICT Charges) portion of PO value will be paid against ICT Certificate issued by BHEL and Submission of Performance Bank Guarantee (PBG) by Supplier.

GST will be reimbursed against submission of proof of payment of GST to govt. of India.

Type of bidder:

- A. For Micro & Small enterprises (MSEs) payment will be made within 45 days
- B. For Medium Enterprises will be made within 60 days
- C. Non MSMEs will be made within 90 days

However, GST Portion of Invoice shall be released only upon:

- i) Vendor declaring the Invoice in their GSTR-1.
- ii) Receipt of Goods and Tax Invoice by BHEL.
- iii) Confirmation of Payment of GST thereon by vendor on GSTN.

Note: "Payment Timelines" mentioned in the GeM Bid document shall be ignored and the Payment term shall be as per this clause.

2. **Compliance on restrictions under Rule 144 (XI) of the GFR:** Submit the ANNEXURE: I which is attached in buyer added bid specific ATC document.

3. **Conflict of Interest Clause:** Submit the ANNEXURE : II which is attached in buyer added bid specific ATC document.

4. **Make In India (MII) certificate:** Submit the ANNEXURE : III which is attached in buyer added bid specific ATC document.

5. **Technical Specification:**

Bidder shall submit compliance on attached BHEL Technical specification uploaded in Buyer Specification Document.

6. **a) PRE-QUALIFYING CRITERIA (PQC):** Bidder shall submit PQC documents as per Annexure – A uploaded in Buyer added Bid Specific Additional Scope of Work.

b) Bidder shall furnish a **Summary of their Product Reference** as per Annexure – B uploaded in Buyer added Bid Specific Additional Scope of Work.

c) Relaxation of Norms for Start-ups:

The condition of Prior Turnover and prior experience is relaxed for all start-ups whether Micro & Small Enterprises (MSEs) or otherwise subject to meeting of quality and technical specifications in accordance with the relevant provision of GFR, 2005 and other DOE-PPD notifications for relaxation norms for start-ups issued from time to time.

7. **Invoice registration and documents upload in SUVIDHA portal by suppliers:**

Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at <https://suvidha.bhel.in/suvidha/> , prior to despatch.

All documents as per PO checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five (5) lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and up to Rs five (5) lakhs, in case they were not digitally signed and uploaded on the portal.

The material will not be accepted inside BHEL in absence of the above.

8. **Invoice Settlement for MSME Suppliers:**

“In respect of procurement of goods or services from Micro, Small and Medium enterprises (MSMEs), the settlement of invoice shall be only through TReDS platforms authorised by the Reserve Bank of India. Presently BHEL Corp. R&D is registered with the following TReDS platforms: **RXIL, M1xchange and Invoicemart.**

Such MSME suppliers to select their preferred TReDS platform before award of contract.

They also will have the option to change the TReDS platform from the drop-down menu on Suvidha portal of BHEL, at the time of invoice submission.

The routing of invoices through the TReDS platform shall not be construed as mandating discounting of such invoices and the MSME suppliers shall have the option to avail or not avail financing or discounting of its receivables on the TReDS platform.

In case discounting is not availed by MSME supplier on TReDS, **the trade receivables will be paid through TReDS as per the payment timelines indicated in the contract.**”

9. **Terms of Delivery:** Shall be Free On Road (FOR) BHEL R&D, Hyderabad-500042.
10. **Signed GeM Bid document:** Vendor has to submit this **GeM bid document duly signed and stamped on all pages**. By submitting signed GeM bid document it affirms that vendor has accepted to all the terms and conditions mentioned in this bid such as Payment terms, delivery period, Terms of Delivery, E MD, CEBG, PBG, Interest of delayed submission of PBG and CEBG, Integrity pact (IP), Penalty clauses, Breach of contract, Invoice registration and documents upload in SUVIDHA portal by suppliers, Invoice Settlement for MSME Suppliers only through TReDS platforms authorised by the Reserve Bank of India, Remedies and Termination etc.
11. Insurance, loading/unloading from vendor site to BHEL R&D Hyderabad will be in vendor scope only. Vendor has to quote price(s) inclusive of GST, Transportation/Insurance, Loading/Unloading charges.
12. **Breach of contract, Remedies and Termination:** In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed.

In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contract or, retention amount, etc. with BHEL) or legal remedies be pursued. Further, levy of liquidated damages, debarment, termination, de scoping, short-closure, etc., shall be applied as per provisions of the contract.
13. **Delivery period:**
 - a) **Supply:** The delivery period for supply from date of PO is within 182 days.
 - b) **Installation, Commissioning, Demonstration and Training:** Delivery period for Installation, Commissioning, Demonstration and training is within 20 days from the date of intimation from BHEL.

14. **Earnest Money Deposit (EMD):** Submission of Earnest Money Deposit (EMD) along with offer is required.

EMD amount is Rs.2,00,000/-(Rs. Two lakhs only)

The EMD may be accepted only in the following forms:

- i) Electronic Fund Transfer credited in BHEL account (before tender opening). For online transfer of funds, please transfer to BHEL R&D-A/c 10202162640, (Bank: SBI) (IFSC CODE: [SBIN0010622](#)), Vikasnagar, Hyderabad 500 042.
- ii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL R&D- A/c 10202162640 (along with offer).
- iii) Fixed Deposit Receipt (FDR). (Formats attached as Annexure-FDR (1, 2, 3)) in buyer added bid specific ATC document)
- iv) Bank Guarantee from any of the Scheduled Banks.
- v) Insurance Surety Bonds

EMD by the tenderer will be forfeited as per tender documents if, the successful bidder/vendor refuses to honour the order after award of the same on him and/or withdraws his bid and/or unilaterally changes the offer and/or any of its terms conditions within the validity period.

EMD given by all unsuccessful tenderers shall be refunded on acceptance of award/LOI/Po by successful tenderer. The EMD of successful bidder shall be returned after submission of Contract Execution Bank Guarantee (CEBG).

EMD shall not carry any interest.

15. **Performance Bank Guarantee (PBG) :** PBG of 10% of total order value is to be submitted by the successful vendor within 15 days from the date of completion of commissioning and shall be kept valid up to the guarantee period. Expiry of claim period may be kept 3-6 months after validity date. PBG shall be from one of the Consortium banks of BHEL or from a reputed bank and confirmed by any Consortium bank of BHEL. The offers of the suppliers not accepting to this clause will be rejected.

Modes of Performance security/CEBG/PBG deposit: Performance security/CEBG/ PBG may be furnished in the following forms:

- (i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor of BHEL.
- (ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- (iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (Formats attached as Annexure-FDR (1, 2, 3)) in buyer added bid specific ATC document).
- (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)

Note:

1. Format of Performance Bank guarantee (PBG) of ANNEXURE : IV is attached in buyer added bid specific ATC document.
2. "ePBG Detail" mentioned in the GeM Bid document shall be ignored and the Performance Bank Guarantee (PBG) shall be as per this clause.

16. **Contract Execution Bank Guarantee (CEBG):**

The successful vendor shall have to furnish a Contract Execution Bank Guarantee (CEBG) for **10% of the Total PO** value in the prescribed form at **within 30 days from the date of P.O**. CEBG shall be from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by any Consortium Bank of BHEL. All bank charges on account of issuance and conformation of CEBG will have to be borne by the vendor.

CEBG shall be kept valid until 30 days after the date of E&C (ICT) Certificate, which will be issued on completion of Erection/installation & Commissioning of equipment which includes erection/installation, commissioning, job proving, performance test, training to operators etc. as prescribed in PO.

If the supplier fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel PO & forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers.

Under all circumstances, CEBG shall be kept valid till the PBG becomes operational.

Note: Format of Contract Execution Bank Guarantee (CEBG) of ANNEXURE : V is attached in buyer added bid specific ATC document.

17. Interest of delayed submission of PBG and CEBG:

Bidder agrees to submit Contract Execution Bank Guarantee (CEBG) with-in 30 days from the date of P.O and performance bank guarantee (PBG) with-in 15 days from the date of completion of commissioning.

In case of delay in submission of PBG and CEBG, enhanced performance security which would include interest (repo rate + 4%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest.

18. SFMS Confirmation of Bank Guarantees (BG):

Vendor/Contractor/Bidder to ensure that issuance of Bank Guarantee shall be confirmed by the issuing Bank directly to the Owner mandatorily through Structured Financial Messaging System (SFMS), as it provides an RBI supported Integrated Platform for Bank Guarantee Verification.

SBI Bank has been designated as BHEL Corporate R&D's Bank for receiving SFMS messages for BGs issued in favour of BHEL Corporate R&D.

BG shall only be obtained from Banks and Branches which are live on SFMS platform i.e. which have infrastructure to issue SFMS confirmation message along with the BG.

For SFMS, BHEL Corporate R&D Bank Details / other information are as follows:

SBI Bank, HAL campus Branch, Balanagar, Hyderabad. IFSC Code: SBIN0001676.

Vendor/Contractor/Bidder to take a print out of SFMS confirmation message from the BG issuing bank branch and attach copy of same along with the hardcopy of BG while submitting the same to BHEL Corporate R&D.

19. Procedure to be followed in case FD is submitted for EMD/SD/Performance Security/ CEBG

- a) Fixed Deposit should be pledged in favour of "BHEL Corporate R&D, Hyderabad".
- b) The fixed deposit should be endorsed by the bidder in the name of company, at the backside by stating that "I/We are endorsing this FD in favour of BHEL Corporate R&D, Hyderabad" (the endorsement should be duly signed by the depositor/s on revenue stamp).
- c) The FD should be accompanied with authority letter from the bidder, authorizing BHEL Corporate R&D, Hyderabad for unconditional encashment of FD as per the format given in Annexure-FDR-1 enclosed with this tender document.
- d) The FD should be accompanied with CC copy of authority letter from the bidder, addressed to Branch Manager of the FD issuing bank, authorizing BHEL Corporate R&D, Hyderabad for unconditional encashment of FD as per the format given in Annexure-FDR-2 enclosed with this tender document.
- e) The FD should be accompanied with letter from the Branch Manager of the FD issuing bank, confirming lien in favour of BHEL Corporate R&D, Hyderabad & unconditional encashment of FD as per the format given in Annexure-FDR-3 enclosed with this tender document.

20. **Penalty for Delay in Supply and E (Installation) & C:**

For the purpose of penalty for delay in E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.

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'.

- a) The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E &C).
- b) The rate 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).
- c) Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).

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. P&F and freight charges et c. up to destination for such short supplies shall be borne by the supplier.

21. **BHEL GSTIN:** 36AAACB4146P1ZG.

22. **Safety and statutory requirement:** contractor / vendor shall ensure all safety and statutory requirement related to its staff.

23. **Following documents to be submitted by bidders along with offer:**

- a. PAN Number
- b. GSTIN Registration copy
- c. Bank details
- d. Latest UDYAM Certificate (If applicable)

24. **Integrity Pact Documents (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.

Sl.No.	IEM	Email
1	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in
2	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in
3	Shri Madan Lal Meena, IAS (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:

Details of contact person(s):

1. Name: Pankini Sahu, Dept: Purchase Address: BHEL Corp R&D, Phone:040-23882404/8886503234, Email: pankini@bhel.in,
2. Name: Archana Lanjewar, Dept: Purchase Address: BHEL Corp R&D, Phone:040-23882504/9885295044, Email: archanal@bhel.in,

Note: Format of Integrity pact is attached in Buyer added Bid Specific Additional Scope of Work.

25. **Arbitration clause:** Vendor to confirm their acceptance to Arbitration clause with sign and seal on each page of document provided against arbitration clause.

26. **Banned firms:**

The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms of BHEL is available on BHEL web site <https://www.bhel.com/>

27. **Grievance Redressal Mechanism:** To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company. Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:

- 1) First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.
- 2) Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <https://suvidha.bhel.in/suvidha/>. Responses will be provided in accordance with the defined escalation matrix."

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working

Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

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।/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.

---धन्यवाद/Thank You---