



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/4008076
Dated/दिनांक : 27-09-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	07-10-2023 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	07-10-2023 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (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	10300018-pswr
Total Quantity/कुल मात्रा	108
Item Category/मद केटेगरी	Framework agreement for supply of the different sizes of step tread Grating. (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	61 Lakh (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

Bid Details/बिड विवरण

Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	27

(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 :

PSWR Nagpur

10300018-PSWR, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Bhel Pswr)

Splitting/विभाजन

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	2
Split Criteria based on which quantity will be distributed	60:40

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

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. 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.

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. 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.

4. 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

Framework Agreement For Supply Of The Different Sizes Of Step Tread Grating. (108 metric tonne)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification

Document/क्रेता विशिष्टि दस्तावेज़

[Download](#)

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

DrawingDocument1	View
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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	Sanjeev Kumar	829119,BHEL SITE OFFICE 3X800MW, PVUNL PATRATU DIST- RAMGARH, (JHARKHAND) PIN-829119	108	365

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

2. 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.

3. Generic

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

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

4. 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.

5. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

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. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

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.

9. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Bharat Heavy Electricals Ltd., Power Sector, Western Region, Nagpur
payable at
Nagpur Maharashtra

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

10. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Bharat Heavy Electricals Ltd., Power Sector, Western Region, Nagpur
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

11. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Bharat Heavy Electricals Ltd
Account No.
40227423158
IFSC Code
SBIN0000432
Bank Name
State Bank Of India
Branch address
SBI, Kingsway Branch, Branch Code- 00432, Nagpur

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at

the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

12. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Technical Specification for framework agreement for supply of the Supply of the different sizes of Step Tread Gratings, at 3x800 MW PVUNL Patratu project Site on need basis.

Technical Specification: Technical details of the required step treads/gratings are as follows:

SN	Item Description	WT (MT)
1	Size: Width 250 to 350 mm, length 1190 mm and thickness 25 mm and 40 mm. Steps grating with Nosing Surface Checker Plate, Electroforged hot dip galvanized Mild Steel rectangular gratings (with minimum galvanization of 610 g/sqm) conforming to IS:2062	108

Specifications: Electroforged hot dip galvanized Mild Steel rectangular gratings (with minimum galvanization of 610 g/sqm) conforming to IS:2062.

Quantity Tolerance:

- a. Quantity variation shall be \pm 25% of the Total Quantity.
- b. Product quoted by bidder must meet the technical specification mentioned above.

Inspection & Testing at Suppliers Works:

BHEL reserves the right to inspect/test the material during/after manufacturing at supplier's works, and/or at BHEL Site as per BHEL/Customer's drawing/ field quality plan. BHEL may get tested the material under dispatch from third party. The test results of third party test shall be final and binding on the vendor. In case of rejection at any stage, supplier shall be liable to replace the materials at his own cost.

MQP shall be arranged by vendor & get it approved from BHEL. However, delivery schedule should not be effected on account of MQP. BHEL will ensure approval of submitted MQP within 5 working days.

No material/equipment shall be dispatched by supplier unless and until Material Dispatch Clearance Certificate (MDCC) issued by BHEL/BHEL Site.

Bidder shall submit Copy of Test Certificate & Inspection Report signed by BHEL/TPIA for issuance of MDCC

Delivery Schedule:

- Validity of framework agreement shall be -12 months from date of issuance of the Parents PO.
- Delivery period form the date of intimations (Through mail / Separate PO) shall be as follows:
 - i. If PO quantity is up to 20 MT - 6 weeks form the date of intimation/sub-PO.
 - ii. If ordered quantity is more than 20 MT and less than 50 MT – 8 weeks.
 - iii. If ordered quantity is more than 50 MT – 10 weeks.
 - iv. For additional quantity under quantity variation clause – additional 4 week time from the date of intimation/PO.

Delivery condition:

Suitable packaging along with proper dunnage shall be carried out. Loading shall be carried out on Wooden Logs placed above trailer bed to facilitate unloading Delivery Terms: F.O.R. Destination

Delivery Terms: F.O.R. Destination

Place of Delivery: BHEL Site Office, 3x800 MW PVUNL Project Patratu.

Test Certificate: Material Test Certificate shall be provided to the consignee as required. Normally 3 Copies are required. If required additionally by BHEL, the same shall be provided without any additional cost.

Unloading of materials: Unloading of the materials is in the scope of BHEL.

Mode of dispatch: By Road.

Name & Address (Sold to Party and Ship to Party):

General Manager, BHEL Site Office,

3x800 MW PVUNL Project Patratu

Dist Ramgarh, Jharkhand

Technical Specification of MS Grating:**A. Electro Forged Steel Gratings**

1. Factory made fabricated electro forged gratings unit with steel conforming to IS: 2062.
2. All grating units shall be rectangular in pattern and electro forged. The size and the spacing of the bearing bars and cross bars shall be as detailed in fabrication drawings. The contractor shall submit the grating design for different spans and load intensities along with fabrication drawings. (typical drags are attached for reference). The depth of the grating unit shall be 40, 32 & 25 mm, unless specified otherwise.
3. The gratings shall be made up in panel units designed to coincide with the span of the structural steel framing or openings as indicated in the design/ scope drawings. Maximum possible standardization of the grating panel sizes shall be tried and designed.
4. The grating unit shall be accurately fabricated and finished, free from wraps, twists, or any defects that would impair their strength, serviceability, and appearance.
5. Grating work shall include cut outs and clearance opening for all columns, pipes, ducts, conduits or any other installation penetrating through the grating work. Such cut outs and clearances shall be treated as specified in subsequent clauses.
6. The gratings shall be notched, trimmed and neatly finished.
7. Maximum deviation in linear dimension from the approved dimension shall not exceed 12mm.
8. All fabricated grating section and accessories shall be blast cleaned to near white metal surface (Sa 2 1/2) followed by Hot dipped galvanization at 610 gm/sq.m,
9. Prior to finishing all surfaces shall be cleaned, free from rust, mill scale, grease, oil, or any other foreign matter by blast cleaning. BS: 4232 shall be followed for blast cleaning.

B. Galvanization of Gratings

1. Purity of Zinc to be used-for galvanizing shall be 99.5% as per IS: 215
2. After the shop work is complete, the structural material shall be punched with erection mark and be hot double dip galvanized. Before galvanizing the steel section shall be thoroughly blast cleaned to near white metal surface (Sa 2 1/2)
3. The weight of the zinc coating shall be at least 610 gm/sq.m/ (as mentioned above

) - unless noted otherwise.

4. The galvanized surface shall consist of a continuous and uniformly thick coating of zinc, firmly adhering to the surface of steel. The finished surface shall be cleaned and smooth and shall be free from defects like discoloured patches, bare spots, unevenness of coating, spelter that is loosely attached to the steel, blistered surface, flaking or peeling off etc. The presence of any of these defects noticed on visual or microscopic inspection shall render the material liable to rejection.

5. There shall be no flaking or loosening when struck squarely with a chisel faced hammer. The galvanized steel member shall withstand minimum four one minute dips in copper sulphate solution as per IS: 2633.

6. When the steel section is removed from the galvanizing kettle, excess spelter shall be removed by 'bumping'. The processes known as 'wiping' or 'scrapping' shall not be used for this purpose.

7. Defects in certain members indicating presence of impurities in the galvanizing bath in quantities larger than that permitted by the specifications or lack of quality control in any manner in the galvanizing plant, shall render the entire, production in the relevant shift liable to rejection.

8. All structural steel shall be treated with sodium dichromate or an approved equivalent solution after galvanizing so as to prevent white storage stains.

9. If the galvanizing of any member is damaged, the Engineer shall be shown of the extent of damage, if so directed the galvanizing may have to be redone in the similar manner as stated above at no extra cost to the Owner.

Material Warranty

Free replacement of Step Tread Gratings in case of notification of defect in material within a period of One year from the date of invoice. If defects observed after the delivery at site, the same shall be brought to the notice of the vendor by the BHEL site for the replacement, as the case may be, without any extra payment to the supplier.

B. Part - II: Commercial

Delivery Schedule

- **Validity of framework agreement shall be -12 months from date of issuance of the Parents PO.**
- Delivery period from the date of intimations (Through mail / Separate PO) Shall be as follows:
 - i. If PO quantity is up to 20 MT - 6 weeks from the date of intimation/sub-PO.
 - ii. If ordered quantity is more than 20 MT and less than 50 MT - 8 weeks.
 - iii. If ordered quantity is more than 50 MT - 10 weeks
 - iv. For additional quantity under quantity variation clause - additional 4 week time from the date of intimation/PO

Delivery Destination: The Destination address is as below:

Sold to Party & Ship to Party

Patratu Site: BHEL Site Office,
Construction Manager, 3X800 MW PVUNL Patratu STPP
Dist.- Ramgarh, Patratu, PIN – 829119, Jharkhand
GST No.: 20AAACB4146P5ZP

Documents required for payment:

- a) GST Compliant Tax Invoice
- b) Copy of dispatch clearance (CHP/MDCC/email)
- c) Packing list.
- d) Stores Receipt Voucher (issued by consignee/BHEL site office).

Paying Authority and consignee shall be BHEL PSWR, PVUNL Patratu Site.

General Conditions:

Packing

- a) Packing should be such that there should not be any damage in transit.

Documents forwarding

- a) LWB (Lorry Way bill no.), Packing Slip (indicating quantities) and GST invoice (transporter copy) shall be sent to the consignee along with the vehicle.
- b) Documents as listed in the Payment terms shall be sent to the Site.

4. **Payment Terms:** Following payment terms shall be applicable (This shall supersede the payment terms mentioned elsewhere in GeM).

Type of Bidder	Payment Terms	Payment Timelines (Number of days)
Micro & Small Enterprises	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).	45 days
Medium Enterprises	Payments shall be made to the Seller within 60 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).	60 days

Non MSME	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).	90 days
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Proof for Micro, Small and Medium Enterprises has to be furnished by the bidder.

Payment shall be will be released as per above timeline against Supply with submission of following Documents: -

- a) GST Compliant Tax Invoice.
- b) Copy of dispatch clearance (CHP/MDCC/email)
- c) Packing list.
- d) Stores Receipt Voucher (issued by consignee/BHEL site office).

Pre-qualification requirement: Bidder shall essentially meet all the Qualifying Requirements as cited below:

A) **Technical PQR:** Bidder will be manufacturer and supplied the Step tread grating / floor grills to any industrial projects. Copy of PO along with appropriate document against proof of supply shall be provided with offer in support of experience criteria.

Bidder approved by PVUNL Patratu customer shall be eligible for award

B) Financial PQR

Bidders must have achieved an average annual financial turnover (audited) of ₹ **61 Lakhs** or more over last three Financial Years (FY) i.e. ' **2019-20, 2020-21 & 2021-22**'. In case bidder provides the Audited balance sheet for **2022-23**, in such case bidders average annual financial turnover for **FY 20-21, 21-22 & 22-23** shall be considered and this requirement shall supersede other Turnover parameters cited elsewhere.

If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.

In case of audited Financial statements have not been submitted for all the three years as indicated against Financial Turnover QR (Qualifying requirement) above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.

Relaxation in Pre-Qualifying Requirement (PQR) for Micro and Small Enterprises (MSE's) and Startups:

1. Definition of startup shall be in line with Gazette Notification No DL 33004/99 dated 19.02.2019 with subsequent amendments, if any.
2. Norms for startups Medium Enterprises in Public Procurement shall be in line with OM no. F.20-2/2014-P

PD(pt) dtd 27/07/2017 and O.M. NO. F.20/2/2014-PPD(pt.) dated 20.09.2016 issued GOI, Ministry of finance, Department of expenditure, Procurement policy division, along with D.O. No. 12(11)/2017-SI dtd 22/06/2017 of DoE.

3. Bidder shall keep updated themselves with all related orders/schemes issued by the Govt from time to time, DPIIT portal for start-ups may also be checked.
4. Bidder shall submit Startup recognition certificate (no.) issued by competent authority which shall be checked for authenticity.
5. Startup bidders shall be exempted from the payment of EMD. 6. Provision in the tender document regarding relaxation in prior experience and turnover criteria for Startups & MSE's as mentioned below:

(a) Technical Pre Qualifying Requirement (PQR) for prior experience:

- i. Technical pre-qualifying requirements is relaxed by 50% (quantities /amount) of the original Pre -Qualifying Requirement specified in the tender (round off to the higher limit or number). Further, if the required quantity as per Original PQR is only one (1), then relaxed PQR shall also remain the same, (since quantity is non-divisible in this case.)
- ii. Other Technical Pre-Qualification requirements or any form of licenses or requirements other than stated in Point no. i above, shall remain the same for all bidders.

(b) Financial Pre Qualifying Requirement (PQR) Turnover: Financial pre-qualifying requirements is relaxed by 50% of the original Pre -Qualifying Requirement specified in the tender (round off to the higher limit or number)."

Conflict of Interest among Bidders/ Agents: A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring

Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

a) they have controlling partner (s) in common; **or**

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them;

or

c) they have the same legal representative/agent for purposes of this bid; **or**

d) they have relationship with each other, directly or through common third parties, that puts

them in a position to have access to information about or influence on the bid of another Bidder **or**

e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

i) The principal manufacturer directly or through one Indian agent on his behalf; **and**

ii) Indian/foreign agent on behalf of only one principal;

or

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**

h) In case of a holding company having more than one independently manufacturing units, or more than

n one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Qty variation shall be +/-20% on total RC Qty and same shall also be applicable to individual PO qty.

Maximum No. Of Bidders Amongst Which Order May Be Split :2, Split Criteria Based On Which Quantity Will Be Distributed is 60:40

Risk Purchase: Offer of Bidders against which risk & cost has been imposed for similar items against orders placed by BHEL, PSWR, Nagpur and contract has been terminated (partially /fully withdrawal of scope) within last two (2) years from Latest due date of offer submission shall not be eligible to qualify for this tender enquiry. Details of Risk Purchase clause is enclosed in Format. Bidder has to submit acceptance to BHEL Risk Purchase clause. Further offer of Firms Debarred across BHEL shall not be considered for further evaluation.

Liquidated Damages/Penalty: If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever (General terms and conditions on GeM 4.0 (Version 1.12).

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---