

Bid Document

Bid Details	
Bid End Date/Time	09-12-2022 15:00:00
Bid Opening Date/Time	09-12-2022 15:30:00
Bid Offer Validity (From End Date)	120 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Bharat Heavy Electricals Limited (bhel)
Office Name	10120029-herp, Varanasi
Total Quantity	1
Item Category	RVA103003037
BOQ Title	33 kV 433 V CAST RESIN DRY TYPE TRANSFORMER
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Time allowed for Technical Clarifications during technical evaluation	2 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	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
EMD Amount	200000

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	10.00
Duration of ePBG required (Months).	26

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

MANAGER

10120029-HERP, Varanasi, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(C V K Singh)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. 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.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

RVA103003037

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

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Vikram Singh	221003,BHEL HERP, Tarna, Shivpur	1	210

Buyer Added Bid Specific Terms and Conditions

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Enquiry For Material :-

SI No	Material Code	Material Description	Quantity	Unit	Delivery Schedule
1	RVA103003037	SUPPLY, INSTALLATION AND COMMISSIONING OF 2000 KVA, 33 kV/ 433 V, CAST RESIN DRY TYPE TRANSFORMER, INSTALLATION: INDOOR, AS PER TECHNICAL SPECIFICATION ANNEXURE-A	1.0	Set	07 MONTHS FROM THE DATE OF PO

Remarks

A. PRE-QUALIFYING CRITERIA: -

THE TECHNICAL BID OF ONLY THOSE BIDDERS SHALL BE PROCESSED WHO MEET THE PREQUALIFYING REQUIREMENT AS PER ANNEXURE-B.

B. SUPPLY CONDITION: -

1. ITEM TO BE SUPPLIED AT BHEL HERP STORES.
2. PRE DISPATCH INSPECTION:-Ref Clause 27 of Annexure A.
3. THE TECHNICAL SPECIFICATION COMPRISES OF ANNEXURE-A,A-1 & A2.
4. CIVIL WORK IF REQUIRED, SHALL BE IN SCOPE OF BHEL VARANASI.

C. DELIVERY, INSTALLATION & COMMISSIONING PERIOD, WARRANTY:

1. AS PER CLAUSE 31 OF ANNEXURE-A. EARLY DELIVERY CLAUSE IS ACCEPTABLE.

D. PACKING INSTRUCTION: ABOVE ITEM TO BE SUPPLIED IN PROPERLY PACKED CONDITION TO AVOID ANY DAMAGE DURING TRANSIT AND HANDLING.

E. SPECIAL TERMS :-

1. MSEs & CENTRAL/STATE PSE SHALL BE EXEMPTED FROM PAYMENT OF EARNEST MONEY COST AT THE TIME OF TENDER DEPOSIT. HOWEVER, THERE IS NO EXEMPTION OF SECURITY DEPOSIT SUBMISSION. NO BENEFITS SHALL BE APPLICABLE FOR THAT PARTICULAR ENQUIRY IF THE REQUIRED DOCUMENTS ARE NOT SUBMITTED BEFORE PRICE BID OPENING.

2. P.B.G. TERMS: THE VENDOR IS REQUIRED TO SUBMIT A PERFORMANCE BANK GUARANTEE ON THE PRESCRIBED BHEL FORMAT ANNEXURE-PBG FROM ANY OF THE CONSORTIUM BANKS OF BHEL EQUAL TO THE VALUE OF 10% (TEN PERCENT) OF THE TOTAL ORDER VALUE VALID FOR 60 DAYS BEYOND THE AGREED WARRANTY / GUARANTEE PERIOD. THE PBG CONFIRMATION CHARGES IS TO BE BORNE BY VENDOR.

3. PAYMENT TERMS :80 % OF SUPPLY VALUE SHALL BE PAID AGAINST SRV AS PER NIT T&C FROM THE DATE OF RECEIPT OF MATERIAL AT BHEL. BALANCE 20% OF SUPPLY AND 100% OF E&C PORTION OF PO VALUE SHALL BE PAID ON ISSUE OF INSTALLATION CERTIFICATE. PAYMENT OF INSTALLATION VALUE SHALL BE MADE AGAINST INSTALLATION CERTIFICATE ISSUED BY BHEL.

INSTALLATION CERTIFICATE SHALL BE ISSUED ON SATISFACTORY COMPLETION OF ERECTION, COMMISSIONING, JOB PROVING, PERFORMANCE TESTS, TRAINING TO OPERATORS ETC. AS ENVISAGED IN PO AND SUBMISSION OF PBG (PERFORMANCE BANK GUARANTEE).

PAYMENT AS ABOVE WILL BE MADE AS PER BELOW CATEGORIES: -

- I. FOR MSEs VENDORS: 80% PAYMENT WITHIN 45 DAYS OF SRV AND SUBMISSION OF BILL.
- II.FOR MEDIUM VENDORS:80% PAYMENT WITHIN 60 DAYS OF SRV AND SUBMISSION OF BILL
- III. FOR NON-MSEs SUPPLIERS: 80% PAYMENT WITHIN 90 DAYS OF SRV AND SUBMISSION OF BILL.

BHEL HERP WILL MAKE PAYMENTS IN TWO PARTS: -

PART-I: BASIC INVOICE VALUE AND ALL OTHER CHARGES (EXCEPT GST AMOUNT) WILL BE PAID AS PER P.O. PAYMENT TERMS.

PART-II: GST PORTION OF INVOICE VALUE WILL BE PAID ONLY AFTER FULFILLING FOLLOWING CONDITIONS:

(A)PAYMENT OF GST AMOUNT INTO GOVT.ACCOUNT BY SUPPLIER AGAINST INVOICE RAISED TO BHEL.

(B)FILING OF GST RETURN WITHIN SCHEDULED DATE.

(C) DISPLAY OF GST CREDIT AGAINST BHEL GSTIN NO.09AAACB4146P2ZC ON GSTN PORTAL.

NOTE: ADVANCE PAYMENT IS NOT ACCEPTABLE BY BHEL HERP VARANASI IN ANY CASE.
UNDER ALL CIRCUMSTANCES, CEBG SHALL BE KEPT VALID, TILL THE PBG BECOMES OPERATIONAL.

4) RA SHALL BE DONE ON GeM AS PER GeM GUIDELINES.

5) RISK PURCHASE: IN CASE OF DELAY IN SUPPLIES/ DEFECTIVE SUPPLIES/NON EXECUTION OF PURCHASE ORDER ETC. (FOR DETAILS, REFER GUIDELINES FOR RISK PURCHASE), BHEL MAY CANCEL THE ORDER IN FULL OR PART THEREOF/ MAY ALSO MAKE THE PURCHASE OF SUCH MATERIALS FROM ELSEWHERE/ALTERNATIVE SOURCES AT THE RISK & COST OF SUPPLIER. BHEL MAY ALSO MANUFACTURE THE ITEM IN-HOUSE IN PART OR FULL DEPENDING UPON THE URGENCY OF THE ITEM. GUIDELINES FOR RISK PURCHASE IS AVAILABLE ON BHEL WEBSITE <https://herp.bhel.com> at Notice. RESPECTIVE BIDDERS / SUPPLIERS MAY REFER THIS GUIDELINE BEFORE SUBMITTING THEIR OFFER AGAINST BHEL, HERP TENDER ENQUIRIES. IN CASE RISK PURCHASE IS APPLIED, BHEL SHALL TAKE ACTION AGAINST THE NON-PERFORMING AND/OR DEFAULTING SUPPLIERS/ CONTRACTORS IN LINE WITH THIS GUIDELINE ONLY.

6) LIQUIDATED DAMAGES (LD):

TIME IS THE ESSENCE OF THE CONTRACT. THE ORDERED ITEMS SHALL BE DELIVERED AS PER THE DELIVERY PERIOD MENTIONED IN THE PURCHASE ORDER.

FAILURE TO SUPPLY/COMPLETION OF E&C WITHIN THE DELIVERY TIME AS PER PURCHASE ORDER WILL MAKE THE VENDOR LIABLE TO AN UNCONDITIONAL PENALTY.

THE PERIOD FOR CALCULATING DELAY IN SUPPLY FOR PURPOSE OF LD CALCULATION SHALL BE AS UNDER:

THE PERIOD FOR CALCULATING E&C DELAY FOR LD CALCULATION SHALL BE AS UNDER:

E&C SHALL BE COMPLETED WITHIN 60 DAYS OF RECEIPT OF INTIMATION FROM BHEL FOR SITE READINESS.

THE PERIOD FOR CALCULATING DELAY IN SUPPLY FOR PURPOSE OF LD CALCULATION SHALL BE AS UNDER:

FOR INDIAN BIDDERS: LD SHALL BE CALCULATED FROM THE DATE OF RECEIPT OF MACHINE AT

BHEL HERP STORES.

THE PERIOD FOR CALCULATING E&C DELAY FOR LD CALCULATION SHALL BE AS UNDER:

E&C SHALL BE COMPLETED WITHIN 60 DAYS OF RECEIPT OF INTIMATION FROM BHEL FOR SITE READINESS.

BHEL IS NOT LIABLE FOR DELAYED OA FOR OPENING LC OR CORRECTIONS/AMENDMENT TO LC ASKED AFTER OPENING OF LC.

APPLICABLE PENALTY: -

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'.

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).

THE RATE OF PENALTY FOR DELAYED E&C SHALL BE @ 0.5% PER WEEK OF DELAY OF TOTAL PO VALUE (SUPPLY E&C) IN E&C SUBJECT TO A MAXIMUM OF 10% OF TOTAL PO VALUE (SUPPLY + E&C).

MAXIMUM PENALTY FOR DELAY IN SUPPLY AND E&C TOGETHER SHALL BE LIMITED TO 15% OF TOTAL PO VALUE (SUPPLY + E&C).

IN CASE ANY BIDDER IS NOT ACCEPTING THE ABOVE PENALTY FOR DELAYED SUPPLY AND/OR E&C, THE OFFER OF BIDDER SHALL BE LOADED TO THE EXTENT TO WHICH IT IS NOT AGREED BY THE BIDDER. THE EXTRA LOADING WILL BE INTIMATED BEFORE OPENING OF PRICE BID OR REVERSE AUCTION BY BHEL.

GENERAL: -

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. CUSTOM DUTY AND FREIGHT CHARGES ETC. UP TO DESTINATION FOR SUCH SHORT SUPPLIES SHALL BE BORNE BY THE SUPPLIER.

SUPPLY PERIOD INDICATED BY BIDDER SHOULD INCLUDE REASONABLE TIME REQUIRED FOR APPROVAL OF DRAWINGS AND OTHER INPUTS FROM BHEL. IN THE TECHNO-COMMERCIAL BID, THE BIDDER SHALL SUBMIT MILESTONES FOR VARIOUS ACTIVITIES IN CO-RELATION WITH SUPPLY AND E&C PERIOD QUOTED BY HIM.

VENDORS ARE REQUESTED TO QUOTE FOR THIS TENDER. ANY INTIMATION REGARDING CHANGES IN TECHNICAL OR COMMERCIAL, DURING TENDER EVALUATION, WILL BE INTIMATED ONLY TO THE VENDORS WHO HAVE PARTICIPATED IN THIS TENDER.

(7) SEPARATE OFFER SUBMITTED BY ANY VENDOR ON GEM STANDS NULL AND VOID AS DELIVERY TERMS, PAYMENT TERMS etc. CANNOT BE NEGOTIATED ON GEM.

(8) VENDORS SHALL TAKE CARE TO QUOTE THEIR RATES INCLUSIVE OF GST. ANY DEVIATION IN QUOTED RATE AFTER PRICE BID OPENING SHALL NOT BE ENTERTAINED BY BHEL.

(9) VENDORS BY SUBMITTING THEIR QUOTATION AGAINST THIS BID IT IS DEEMED THAT VENDORS AGREE TO EACH AND EVERY TERMS & CONDITIONS MENTIONED IN THE BID.

(10) THE OFFERS OF THE BIDDERS WHO ARE ON THE BANNED LIST AND ALSO THE OFFER OF THE BIDDERS, WHO ENGAGE THE SERVICES OF THE BANNED FIRMS, SHALL BE REJECTED. THE LIST OF BANNED FIRMS IS AVAILABLE ON BHEL WEB SITE www.bhel.com .

(11) EMD TO BE DEPOSITED IN THE BHEL ACCOUNT AS MENTIONED BELOW AND TRANSACTION RECEIPT IS TO BE ATTACHED ALONG WITH OFFER.

UNLESS SPECIFICALLY STATED OTHERWISE, BIDDER SHALL HAVE TO DEPOSIT ANY/ALL PAYMENTS THROUGH EFT IN FAVOUR OF BHARAT HEAVY ELECTRICALS LTD. COPY OF THE UTR RECEIPT FOR EACH PAYMENT SHALL BE ENCLOSED ALONG WITH TECHNO-COMMERCIAL OFFER. PARTIES SHALL ALSO INTIMATE BHEL IN RESPECT OF SUCH TRANSACTIONS THROUGH E-MAIL AT AMIT.KUMAR BHEL.IN/cvksingh BHEL.IN. EFT DETAILS OF BHEL ARE AS FOLLOWS (DULY FILLED AND SIGNED FORM IS ALSO ATTACHED):

BANK DETAILS (EFT), BHEL-HERP, VARANASI

BANK NAME STATE BANK OF INDIA

IFSC CODE SBIN0000201

ACCOUNT NUMBER 11103264820

BRANCH CODE 0201

ADDRESS STATE BANK OF INDIA, MAIN BRANCH KACHAHERI, VARANASI.

PAN NO AAACB4146P

GST NO 09AAACB4146P2ZC

12. VALUE FOR ERECTION & COMMISSIONING AT BHEL:

ERECTION & COMMISSIONING (E&C) VALUE WILL INCLUDE SERVICES TO BE RENDERED AT BHEL LIKE ERECTION, COMMISSIONING, JOB PROVING, PERFORMANCE TESTS, AND TRAINING TO OPERATORS ETC.

THE ESTIMATED PERCENTAGE OF E&C VALUE SHALL BE MORE THAN OR EQUAL TO 5%.

13. CONTRACT EXECUTION BANK GUARANTEE (CEBG):-

THE CEBG SHALL BE FOR THE DUE AND FAITHFUL PERFORMANCE OF THE CONTRACT AND SHALL REMAIN BINDING NOT WITHSTANDING SUCH VARIATIONS, ALTERNATIONS OR EXTENSIONS OF TIME AS MAY BE MADE, GIVEN, CONCEDED OR AGREED TO BETWEEN THE SUPPLIER / VENDOR AND BHEL UNDER THESE TERMS & CONDITIONS OR OTHERWISE.

THE CEBG FURNISHED BY THE TENDERER WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT FINALLY CONCLUDED BETWEEN THE PARTIES AND THE BHEL WILL NOT BE LIABLE FOR PAYMENT OF ANY INTEREST ON THE CEBG OR ANY DEPRECIATION THEREOF

THE SUCCESSFUL VENDOR SHALL HAVE TO FURNISH A CONTRACT EXECUTION BANK GUARANTEE (CEBG) FOR 10% (TEN PERCENT) OF THE TOTAL PO VALUE IN THE PRESCRIBED FORMAT WITHIN 30 DAYS FROM THE DATE OF PO BUT BEFORE LC OPENING. CEBG SHALL BE FROM THE ONE OF THE CONSORTIUM BANKS OF BHEL OR FROM A REPUTED BANK AND CONFIRMED BY ANY CONSORTIUM BANKS OF BHEL. ALL BANK CHARGES ON ACCOUNT OF ISSUANCE AND CONFIRMATION OF CEBG WHETHER INCURRED IN INDIA OR OUTSIDE INDIA WILL HAVE TO BE BORNE BY THE VENDOR.

CEBG SHALL BE KEPT VALID UNTIL 30 DAYS AFTER THE DATE OF INSTALLATION CERTIFICATE, WHICH WILL BE ISSUED ON COMPLETION OF INSTALLATION OF EQUIPMENT WHICH INCLUDES ERECTION, COMMISSIONING, JOB PROVING, PERFORMANCE TESTS, TRAINING TO OPERATORS ETC. AS PRESCRIBED IN PO. UNDER ALL CIRCUMSTANCES, CEBG SHALL BE KEPT VALID, TILL THE PBG BECOMES OPERATIONAL.

IF THE SUPPLIER FAILS TO SUBMIT THE CEBG EVEN WITHIN 60 DAYS FROM THE DATE OF PO, BHEL RESERVES THE RIGHT TO CANCEL THE PO AND FORFEIT EMD GIVEN BY THE SUPPLIER. IN ADDITION, IN SUCH CASE, ACTION WILL BE INITIATED IN LINE WITH EXISTANT GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS.

NOTE: IN CASE OF NON SUBMISSION OF CEBG WITHIN TWO MONTHS, BHEL SHALL CHARGE @ 1.5% PER MONTH ON THE CEBG AMOUNT FOR THE DELAYED PERIOD PORTION BEYOND 2 MONTHS AND DEDUCT THE SAME IN THE FINAL BILL.

THE CEBG SHOULD BE FURNISHED AS PER PROFORMA ENCLOSED IN ANNEXURE-BG. THE CEBG SHALL BE IN THE CURRENCY OF THE PURCHASE ORDER. THE CEBG SHALL BE REFUNDED / BANK GUARANTEE RELEASED ON APPLICATION BY CONTRACTOR AFTER COMMISSIONING OF THE EQUIPMENT AND AFTER IT HAS DISCHARGED ALL HIS OBLIGATIONS UNDER THE CONTRACT AND PRODUCED A CERTIFICATE FROM BHEL, CERTIFYING DUE COMPLETION OF THE WORK AND SUBMITTED A 'NO DEMAND CERTIFICATE'.

14. EARNEST MONEY DEPOSIT:

EMD of Rs 200000/- (TWO LACS ONLY) TO BE SUBMITTED FOR THIS TENDER ENQUIRY.

MSEs & CENTRAL/STATE PSE SHALL BE EXEMPTED FROM PAYMENT OF EARNEST MONEY COST AT THE TIME OF TENDER DEPOSIT. HOWEVER, THERE IS NO EXEMPTION OF SECURITY DEPOSIT SUBMISSION. NO BENEFITS SHALL BE APPLICABLE FOR THAT PARTICULAR ENQUIRY IF THE REQUIRED DOCUMENTS ARE NOT SUBMITTED BEFORE PRICE BID OPENING.

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 %.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions](#)

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.

---Thank You---