

Bid Document

| Bid Details | |
|--|---|
| Bid End Date/Time | 09-12-2022 17:00:00 |
| Bid Opening Date/Time | 09-12-2022 17:30:00 |
| Bid Offer Validity (From End Date) | 80 (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 | 10250020-pem, Noida |
| Total Quantity | 66 |
| Item Category | MAIN VALVE 200 mm NB SIZE- Ball Valve without Commissioning spares , COMMISSIONING SPARES- BODY SEAL SETS , COMMISSIONING SPARES- STEM WASHER SETS , COMMISSIONING SPARES- STEM SEAL SETS , MANDATORY SPARES-Complete Valve without Commissioning spares |
| BOQ Title | BALL VALVE BOQ FOR PATRATU |
| Years of Past Experience Required for same/similar service | 1 Year (s) |
| MSE Exemption for Years of Experience and Turnover | No |
| Startup Exemption for Years of Experience and Turnover | No |
| Document required from seller | Experience Criteria,Past Performance,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| Past Performance | 60 % |
| Bid to RA enabled | Yes |
| RA Qualification Rule | 50% Lowest Priced Technically Qualified Bidders |
| Type of Bid | Two Packet Bid |
| Primary product category | MAIN VALVE 200 mm NB SIZE- Ball Valve without Commissioning spares |
| Time allowed for Technical Clarifications during technical evaluation | 7 Days |

Bid Details

| | |
|--------------------------|--|
| 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

| | |
|----------|----|
| Required | No |
|----------|----|

ePBG Detail

| | |
|-------------------------------------|---------------------|
| Advisory Bank | State Bank of India |
| ePBG Percentage(%) | 5.00 |
| Duration of ePBG required (Months). | 26 |

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

Beneficiary:

Dy Manager
10250020-PEM, Noida, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Swetana Singh)

Splitting

Bid splitting not applied.

MSE Purchase Preference

| | |
|-------------------------|----|
| MSE Purchase Preference | No |
|-------------------------|----|

Details of the Competent Authority for MSE

| | |
|--|--|
| Name of Competent Authority | MANISH K SINHA |
| Designation of Competent Authority | MANAGER |
| Office / Department / Division of Competent Authority | |
| CA Approval Number | |
| Competent Authority Approval Date | 29-11-2022 |
| Brief Description of the Approval Granted by Competent Authority | Approval taken from Competent Authority through eoffice. |

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

Reserved for Make In India products

| | |
|-------------------------------------|-----|
| Reserved for Make In India products | Yes |
|-------------------------------------|-----|

1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

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. 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. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 60% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

5. 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.

MAIN VALVE 200 Mm NB SIZE- Ball Valve Without Commissioning Spares

(Minimum 80% Local Content required for qualifying as Class 1 Local Supplier)

| | |
|------------|-----------|
| Brand Type | Unbranded |
|------------|-----------|

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 | Sanjeev Kumar | 829119,BHEL Site office, 3x800MW PVUNL Patratu, Distt. - Ramagarh, Jharkhand, Pin: 829119 | 48 | 999 |

COMMISSIONING SPARES- BODY SEAL SETS

(Minimum 80% Local Content required for qualifying as Class 1 Local Supplier)

| | |
|------------|-----------|
| Brand Type | Unbranded |
|------------|-----------|

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 | Sanjeev Kumar | 829119,BHEL Site office, 3x800MW PVUNL Patratu, Distt. - Ramagarh, Jharkhand, Pin: 829119 | 5 | 999 |

COMMISSIONING SPARES- STEM WASHER SETS

(Minimum 80% Local Content required for qualifying as Class 1 Local Supplier)

| | |
|------------|-----------|
| Brand Type | Unbranded |
|------------|-----------|

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 | Sanjeev Kumar | 829119,BHEL Site office, 3x800MW PVUNL Patratu, Distt. - Ramagarh, Jharkhand, Pin: 829119 | 5 | 999 |

COMMISSIONING SPARES- STEM SEAL SETS

(Minimum 80% Local Content required for qualifying as Class 1 Local Supplier)

| | |
|------------|-----------|
| Brand Type | Unbranded |
|------------|-----------|

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 | Sanjeev Kumar | 829119,BHEL Site office, 3x800MW PVUNL Patratu, Distt. - Ramagarh, Jharkhand, Pin: 829119 | 5 | 999 |

MANDATORY SPARES-Complete Valve Without Commissioning Spares

(Minimum 80% Local Content required for qualifying as Class 1 Local Supplier)

| | |
|------------|-----------|
| Brand Type | Unbranded |
|------------|-----------|

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 | Sanjeev Kumar | 829119,BHEL Site office, 3x800MW PVUNL Patratu, Distt. - Ramagarh, Jharkhand, Pin: 829119 | 3 | 999 |

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

- 1. Only Class-1 Local suppliers are eligible to bid for subject GeM bid. Minimum Local Content required for qualifying a bidder as "Class 1 Local Supplier" is 80%.**

2. PQR criteria uploaded with specification shall prevail any other criteria appearing in GEM portal.
3. **Performance Bank Guarantee:** Refer clause no. 7 of GEM GTC.

Performance Security amount- 5%
{if relaxation from end customer is received, same benefit shall be passed on to bidders as well}

Initial ePBG validity -

Initial ePBG validity shall be 26 months from PO date for Main supply & Mandatory Spares (Considering 2 months in getting drawing/ Documents approval from customer/BHEL + delivery period of 4 months from CAT-I + 18 months guarantee period + 2 months claim period is already mentioned in GTC cl no. 7.ii GeM 3.0 Version 1.21). However, BG will be released only after completion of all contractual liability or guarantee period whichever is later.

4. Payment Terms:

Payments shall be made to the Seller within following no. of 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 Cl. No. 12 of GeM GTC): -

- i) 45 days for seller qualified and registered as Micro or Small Enterprises as per MSMED Act
- ii) 60 days for seller qualified and registered as Medium Enterprises as per MSMED Act
- iii) 90 days for Non-MSME

Supplier has to provide Tax Invoice, Packing List, LR/RR or AWB, CRAC, Insurance intimation, Guarantee Certificate, E-way bill (as applicable) for payment.

Provision of offline payment in GeM shall be utilized.

5. Terms of Delivery:

Terms of delivery shall be F.O.R. dispatch station. All dispatches shall be through Road Carriers on Freight Pre-Paid basis. Road Permit/E-way Bill, if required will be arranged by Supplier. Transit insurance shall be in the scope of Supplier as per GeM. However, unloading of items at delivery point shall be in the scope of BHEL. Bidder to quote prices accordingly.

Further, w.r.t. Transit Insurance, Supplier has to inform the details of dispatches (such as Policy No., Consignee Name, Consignment Packing details, Project Name, Purchase Order No., LR No. & date, Invoice No. & date, Dispatch Origin & destination details etc.) to policy underwriter with a copy to BHEL.

6. Guarantee Terms:

As per Cl. No. 10 of GTC on GeM for the bid. However, Guarantee & Warrantee time period shall be separate for Main Supply & Mandatory spares. It shall be 18 months from the date of last supply in the contract for Main Supply & Mandatory spares respectively.

Guarantee period (Unit-wise/Lot-wise/Stage-wise/Set-wise, as applicable) for supply package shall be eighteen(18) months from the date of last dispatch.

7. Delivery Period:

Delivery period for sake of GeM bid is chosen as 999 days from PO date. However, this period shall not be considered for Delivery and Delay analysis purpose.

For Delivery and delay analysis (LD) purpose, delivery schedule shall be as per Delivery schedule as mentioned below:-

Main Supply including Commissioning Spares for Unit-I - Delivery Schedule shall be Four (04) months from date of CAT-1 approval of Primary

drawing/documents or BHEL manufacturing clearance, whichever is later, subjected to submission of R0 drawing/document within 14 days from PO and subsequent revisions incorporating all BHEL comments within 10 days of comments received from BHEL. In case of any delay in submission/re-submission of Primary drawing/documents, then same shall be reduced from the given delivery period.

Applicable Drawing/documents -
PE-V0-XXX-100-M051 : GA for Ball Valves
PE-QP-XXX-100-M006 : QP for Ball Valves

Delivery for Main Supply for Unit-II & III (Lot wise) shall be 4 Months from date of BHEL manufacturing clearance.

Mandatory Spares - Delivery period shall be Four (04) months from date of BHEL manufacturing clearance.

Following to be noted:

- A. Vendor to start manufacturing activities only after obtaining specific manufacturing clearance from BHEL Purchase group.
- B. The end period specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.
- C. The delivery conditions specified are for contractual LD purposes, however BHEL may ask for early deliveries without any compensation thereof.

8. Liquidated Damage:

a) Main Supply :- Purchaser reserves the right to recover from the Seller/Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half ($\frac{1}{2}$) percent and applicable GST thereon, of the total main supply contract price excluding GST per week or part thereof, subject to a maximum of ten(10) percent of the total main supply contract price excluding GST, if the Seller/ Contractor fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.

b) Mandatory Spares :- LD shall be applicable @ $\frac{1}{2}$ percent and applicable GST thereon, of the total mandatory spares portion contract value excluding GST per week or part thereof, limiting to 10% of total contract value of mandatory spares excluding GST.

NOTE:

- i. LR/RR date for indigenous supplies (Bill of Lading/AWB for Foreign supplies) shall be treated as the date of dispatch for levying LD. However, if receipted LR date for indigenous supply is beyond 30 day for FTL/ 45 days for PTL from the date of LR (PTL to be clearly mentioned in LR), such excess period shall be considered for LD purpose irrespective of dispatch date. Import General Manifest (IGM)/Bill of entry date (whichever is earlier), for foreign supplies, is beyond 90 days from the date of Bill of Lading/AWB, such excess period shall be considered for LD purpose irrespective of dispatch date.
- ii. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s).
- iii. If Order/ Contract involves two or more Units/ Sets/ Lots/ Stages, then Liquidated Damages shall be levied on order/ contract value excluding GST of the delayed Unit/ Set/ Lot/ Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot/Stage wise, however total LD amount shall be limited to 10% of total order/ amended order value excluding GST of delayed Unit/ Set/ Lot/Stage. Any subsequent lot released (not envisaged in original contract) due to increase in quantity within permissible quantity variation shall be treated as separate lot for the purpose of LD.
- iv. The sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be suffered by purchaser on account of delay on the part of the Contractor/Seller and the said amount will be deductible without proof of actual loss or damage caused by such delay.

Above LD clause shall prevail over the LD clause of GeM GTC.

9. Any other special major conditions:

- (i). Bidder shall be asked to provide detailed break-up of quoted price in Ex-works, freight & Tax components.
- (ii). Bidders shall be required to submit applicable Freight % & GST % included in their prices during tender clarification stage.
- (iii) All the Buyer Added Bid Specific Additional Terms and Conditions shall supersede relevant terms & conditions of GeM GTC and shall prevail in case of conflict with any other terms & conditions of tender (if any).

10. This is a conditional tender enquiry. Financial Bid (Part-II Bid) opening of a bidder shall be subjected to the following:

- i) Approval by end customer.
- ii) Techno-Commercial evaluation/approval by BHEL.
- iii) Qualification of Technical PQR.
- iv) Offered item should mandatorily conform to PP-MII order provisions.

11. Evaluation shall be on the basis of total all inclusive, landed price at consignee destination (Refer cl. no. 6 of GTC on GEM).

12. This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dtd. 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations & Equipments etc.) & hence criteria of prior experience/Turnover shall be same for all the bidders including start-up/MSME.

13. Bidder has to note, "For this procurement, the local content to categorize a supplier as a Class I Local Supplier / Class II Local Supplier / Non Local supplier and Purchase preference to Class I local supplier is as defined in Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT but before opening of Part-II bids against this NIT."

Regarding verification of local content, the local supplier at the time of tender, bidding or solicitation shall be required to provide certification as per para 9 of PP-MII order revision dtd. 16.09.2020 & Ministry of Power Order no. A-1/2021-FSC-Part (5) dated 16.11.2021.

Only Class-I Local Suppliers are eligible to bid in this tender.

Minimum Local Content required for qualifying a bidder as "Class 1 Local Supplier" shall be 80%

Nature of Package - Not Divisible

Note: Subsequent orders/circulars to be checked and to be complied by the Vendor.

14. Purchase preference to Micro and Small Enterprises (MSEs): Not Applicable as Non-Divisible package

15. Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority such as name & designation of Issuing Authority and its organisation contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.

16. Quantity Variation- Up to +25%.

17. Bidders to,

- ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 & Order No. 11/05/2018-Coord. dt. 23/07/2020, if applicable.

- ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No 6/18/2019/PPD dt. 23/07/2020.
- to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020, 08/02/2021 & 06/09/2022.

Note: Subsequent orders/circulars to be checked and to be complied by the Vendor.

- 18.** Due to COVID-19 pandemic condition prevailing in the country, BHEL/PEM may go for Remote Inspection of Offered items, if required. Vendors are requested to be equipped with the facilities/gadgets to take up the inspection REMOTELY as indicated in the guidelines available at:

<https://pem.bhel.com/Documents/VendorSection/Vendor/Guidelines.pdf>

Inspection call to be raised by bidder on BHEL CQIR portal (details shall be shared at the of execution of order) and Inspection agency shall attend at the inspection within seven (07) days of the date on which the material is notified as being ready. In case of delay in witnessing of inspection beyond stipulated time (i.e. 7 days from the date on which the material is notified as being ready), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in carrying out inspection. If BHEL is not able to witness inspection up to 15 days then in addition to delay beyond stipulated period, extension in delivery time of 07 days for arranging fresh inspection will be given.

When the tests have been satisfactorily completed at Seller/ Contractor's works, the Inspection Agency shall issue an inspection report that effect within seven (07) days after completion of the tests, but if the tests were not witnessed by the Inspection Agency or his representative, the material acceptance report would be issued within seven (07) days after receipt of the test certificates by the Purchaser.

Purchaser will issue MDCC to the Seller/ Contractor within 7 days based on inspection report/ test certificates/Certificate of Conformance as applicable. In case of delay in issuance of MDCC beyond 7 days stipulated time (i.e. from the date of successful inspection report), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in issuing MDCC. If BHEL is not able to issue MDCC up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall be given to vendor to facilitate the vendor for arranging logistics arrangements.

- 19.** The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guideline.

- 20.** "Bidders to mention freight/GST percentage for all the items as part of un-priced bid to be submitted along with their Techno-Commercial offer. However, negotiation/RA shall be on Total Evaluation (FOR as per GeM) price only as per GeM logic. Detailed Price Break up to be submitted by bidder prior to Order Placement."

- 21.** For bidders (who are not registered with BHEL-PEM) - Online registration portal is operational, Non registered Vendors who wish to apply for registration in BHEL-PEM can apply through Online Registration Portal available at www.pem.bhel.com - vendor section - Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration can be uploaded on the website and submit the application for registration. However, registration of suppliers is not mandatory in case of open tender.

22. DEFAULT/ BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE:

In case of delays (beyond the maximum late delivery period as per LD clause) in supplies, or if there be defective supplies or non-fulfilment of any other terms and conditions of the Contract as enumerated subsequently in this clause, then, without prejudice to its right to recover any expenses, losses or damages to which the Buyer may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract or to suspend business dealings with the Seller/Contractor in terms of the Buyers' Guidelines for Suspension of Business Dealings as applicable

from time to time, the Buyer shall also be entitled to cancel the Order/ Contract either in whole or portion thereof without compensation to Seller. On the occurrence of any of the acts/omissions mentioned below, the Buyer may if it so desires, procure upon such terms and in such manner as deemed appropriate, plant / equipment / stores not so delivered or others of similar description where plant / equipment / stores exactly complying with particulars are not, in the opinion of the Buyer (which shall be final), readily procurable, at the risk and cost of the Seller.

The Seller shall be liable to the Buyer for any excess costs incurred thereof and the Seller shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller shall on no account be entitled to any gain on such re-purchases. If the Bidder does not agree to this Risk Purchase clause, BHEL reserves the right to reject the bid/offer of the Bidder. The order/contract may be cancelled in whole or part thereof and Risk & Cost Clause in line with terms and conditions of PO/Contract may be invoked by the Buyer in any of the following cases:

- i) If the Seller/Contractor fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or the seller's poor progress of the supply/service vis-à-vis delivery/execution timeline as stipulated in the contract, backlog attributable to the Seller including unexecuted portion of supply does not appear to be executable within balance period available.
- ii) Delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications/execution methodology.
- iii) Withdrawal from or repudiation/abandonment of the supply/services by the Seller before completion as per contract or if the Seller refuses or is unable to supply goods or material covered by the order/Contract either in whole or in part or otherwise fails to perform the Order/Contract.
- iv) Non supply by the Seller within scheduled completion/delivery period as per contract or as extended from time to time for reasons attributable to the Seller.
- v) Termination of Contract on account of any other reason(s) attributable to the Seller.
- vi) Assignment, transfer, subletting of contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vii) If the Seller be an individual or a Sole Proprietorship, in the event of death or insanity of the Seller.
- viii) If the Seller/Contractor being an individual or if a partnership firm thereof, shall at any time be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolves under the Partnership Act.
- ix) If the Seller/Contractor being a Company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager.
- x) Non- Compliance to any contractual condition or any other default attributable to the Seller.

BHEL reserves the right to terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the above said cases. Such defaulting vendor/Seller shall not be eligible to participate in re tendering conducted on account of risk purchase made due to fault of such vendor/Seller.

23. Risk & Cost clause shall be as per Annexure-II.

24. All other terms & conditions shall be as per GeM bid, selected Additional Terms & Conditions from GeM library and GTC on GeM version available on GeM Portal as on enquiry floating date.

3. Buyer Added Bid Specific ATC

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

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---