

### Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bid End Date/Time/बिड बंद होने की तारीख/समय                                                                      | 15-01-2024 14:00:00                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय                                                                     | 15-01-2024 14:30:00                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)                                        | 120 (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                                                                                      | 10140027-hpbp Trichy                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Total Quantity/कुल मात्रा                                                                                        | 1                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Item Category/मद केटेगरी                                                                                         | Portable Network Cable Tester (Q3)                                                                                                                                                                                                                                                                                                                                                                                                              |
| Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष | 3 Year (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,Past Performance,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC)<br>*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/विगत प्रदर्शन                                                                                   | 80 %                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया                                                               | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| RA Qualification Rule                                                                                            | 50% Lowest Priced Technically Qualified Bidders                                                                                                                                                                                                                                                                                                                                                                                                 |
| Type of Bid/बिड का प्रकार                                                                                        | Two Packet Bid                                                                                                                                                                                                                                                                                                                                                                                                                                  |

| Bid Details/बिड विवरण                                                                                                                   |                                                                                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b> | 4 Days                                                                                                                                                                                                                                   |
| <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>                                      | No                                                                                                                                                                                                                                       |
| <b>Payment Timelines</b>                                                                                                                | Payments shall be made to the Seller within <b>90</b> 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) |
| <b>Evaluation Method/मूल्यांकन पद्धति</b>                                                                                               | Total value wise evaluation                                                                                                                                                                                                              |

#### EMD Detail/ईएमडी विवरण

|                   |    |
|-------------------|----|
| Required/आवश्यकता | No |
|-------------------|----|

#### ePBG Detail/ईपीबीजी विवरण

|                   |    |
|-------------------|----|
| Required/आवश्यकता | No |
|-------------------|----|

#### Splitting/विभाजन

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

#### MII Purchase Preference/एमआईआई खरीद वरीयता

|                                            |    |
|--------------------------------------------|----|
| MII Purchase Preference/एमआईआई खरीद वरीयता | No |
|--------------------------------------------|----|

#### MSE Purchase Preference/एमएसई खरीद वरीयता

|                                           |     |
|-------------------------------------------|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | 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. 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 100%(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.

3. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% 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.

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.

## Portable Network Cable Tester ( 1 pieces )

### Technical Specifications/तकनीकी विशिष्टियाँ

|                                                           |                          |
|-----------------------------------------------------------|--------------------------|
| Buyer Specification<br>Document/क्रेता विशिष्टि दस्तावेज़ | <a href="#">Download</a> |
|-----------------------------------------------------------|--------------------------|

### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता                                                                    | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---------------------------------------------------------|--------------------------------------------------------------------------------|-----------------|------------------------------|
| 1              | Deepak Kumar Barnwal                                    | 622507, POWER PLANT PIPING UNIT, BHARAT HEAVY ELECTRICALS LIMITED, THIRUMAYAM. | 1               | 56                           |

### Buyer added Bid Specific Additional Scope of Work

| S.No.क्र.सं. | Document Title                                               | Description                                                                       | Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items |
|--------------|--------------------------------------------------------------|-----------------------------------------------------------------------------------|--------------------------------------------------------|
| 1            | Part A PQC<br><a href="#">View</a>                           | Vendor shall submit the documents and certificates as mentioned in the attachment | Portable Network Cable Tester(1)                       |
| 2            | PartB Tech specification<br><a href="#">View</a>             | Vendor shall submit the documents and certificates as mentioned in the attachment | Portable Network Cable Tester(1)                       |
| 3            | Additional documents to be submitted<br><a href="#">View</a> | Vendor shall submit all the documents as in the attachment                        | Portable Network Cable Tester(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.**

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

### 1. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Manager / Stores - 84  
BHEL - POWER PLANT PIPING UNIT  
Karaikudi Road,,NH 210,  
Thirumayam, Pudukottai.dist., Pincode : 622 507.  
TamilNadu, India.

### 2. 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 %.

### 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

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

### 5. 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.

#### 6. **Purchase Preference (Centre)**

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% 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 percentage of 100% of total value.

#### 7. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

#### 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. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

### **ADDITIONAL TERMS AND CONDITIONS FOR GEM ENQUIRY**

1. Delivery term shall be FOR BHEL stores, Trichy inclusive of packing, forwarding, freight and insurance charges.

2. **Machine Packing:** Rigid packing for all items, all accessories and other supplied items to avoid any damage/loss in transit. When machine is dispatched, if any, all small loose items shall be suitably packed in boxes.

3. **Payment Term:** As per GeM Conditions

100% payment will be released within 90 days from the date of successful supply & demonstration of item and issuance of CRAC and submission of guarantee certificate (Micro and small enterprises – 45 days, medium enterprises – 60 days and non-MSME enterprise – 90 days).

4. **Guarantee:** The equipment shall be guaranteed for a minimum of 12 months from date of performance acceptance at BHEL works or 18 months from the date of dispatch whichever is earlier as per point no. 8.1 of technical specification.

5. **Fraud Prevention Policy:** Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

6. **Risk Purchase clause:**

a. In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch

within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.

b. The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.

c. The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:

- i. from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.
- ii. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit

iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

#### **GST on amount recoverable from vendor under Risk Purchase Clause**

In accordance with Sec. 7 of CGST Act, 2017, read with clause 5(e) of Schedule II to CGST Act, 2017, amount recovered / recoverable by BHEL from vendor / contractor for non-performance of work as per contract shall be treated as "Supply of service" by BHEL and accordingly GST shall be applicable.

GST shall be applicable on amount being recovered / recoverable from such vendor / contractor. In case only the differential cost is being recovered from new vendor / contractor, GST shall be applicable on same.

As per Sec. 13, read with Sec. 31 of CGST Act, 2017, GST shall be applicable when such recovery against non-performance of work has been determined and accordingly accounted for in Books of Accounts.

**7. Cartel Formation:** 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/ guidelines.

#### **8. GST Conditions:**

Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GSTN portal. The dealer has to submit necessary documents if there is any change in status under GST.

Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain

the QR code generated in E-Invoice Portal & IRN.

All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

Invoices will be processed only upon completion of statutory requirement and further subject to following:

- Vendor declaring such invoice in their GSTR-1 Return/ IFF
- Receipt of Goods or Services and Tax invoice by BHEL.

As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GSTR-2A/ GSTR-2B).

In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.

In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.

Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.

Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.

GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 -Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.

## **9. Conflict of interest:**

"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 manufa

cturer can also authorize only one agent/dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and
2. 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 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."

10. **Document Approval:** In case of PO placements, required documents have to be submitted for approval within 15 days from the date of PO & reply for any further clarification has to be within 7 days. Any delay beyond the above specified period will be considered during LD calculation.

**11. Documents required as in Bid Specific Additional Scope of Work:**

01. Covering letter
02. Unpriced offer for Scope of Supply.
03. Filled up and Signed Technical Specification Part-A & B along with supporting documents.
04. Certification as per Make in India clause, as per Bid Document.
05. UDYAM certificate copy (if MSE Category)
06. PAN Card copy
07. GST certificate copy
08. GeM Seller ID screenshot (inclusive of Bank details)
09. Vendor Details (Annexure-C)

**12. Incident management Policy on GeM:**

GeM is a trust based system and self- declaration is the key, along with a strong automated process to penalize any deviant behavior on part of Sellers / Buyers. For this purpose, deviations from the terms and conditions of procurement on GeM, including general terms and conditions, special and additional terms and conditions and any other relevant Government rules and guidelines, are termed as "deviation". A deviation can occur while listing the products on GeM, at pre- contract stage, during bidding or at post contract stage on GeM. The mechanism for reporting and initiating action on such deviation has been detailed in the Incident Management Policy available on GeM portal under Resources. All stakeholders of GeM shall be bound by the actions as detailed in the Incident Management Policy.

All administrative actions under this Incident Management Policy, taken by GeM against any of the stakeholders shall not cause any limitation on the legal and/or contractual remedies including any financial recoveries, available to Buyers/Sellers under the Terms and Conditions of contract and/or GeM policies. In case the Buyer / Seller choose to pursue any of these remedies, GeM shall not be made party to such proceedings / remedial actions taken by Buyer/Seller under the contractual provisions.

If any individual has registered multiple proprietorship concerns as separate seller entities on GeM under different business names (with same PAN), all such Seller entities would be equally impacted by the action taken against any one of such entities for his default / deviation under incident management policy.

All the allied firms, as per definition of DOE's OM number F.1/20/2018PPD dated 02/Nov/2021, will be equally impacted by the action taken against any one of such entities for the default / deviation under Incident Management Policy.

Following is the definition of allied firms: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:

- a. Whether the management is common.
- b. Majority interest in the management is held by the partners or directors of banned / suspended fi

rm.

- c. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.
- d. Directly or indirectly controls or is controlled by or is under common control with another bidder.
- e. All successor firms will also be considered as allied firms.

**13. Liquidated Damages:** 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.

**14. Dispatch Clearance:** Supplier has to dispatch the material/item/equipment only after the issuance of Dispatch clearance from BHEL Trichy. Even though dispatch clearance has been issued by BHEL Trichy, it does not absolve supplier responsibility of supplying the machine to the agreed specification, standard, and ensuring performance of the equipment as per the terms and conditions of the PO.

**15. Delivery Period** for supply – 08 Weeks Whereas no relaxation is envisaged in this subject tender. Any deviation in delivery period opted by any vendor, will not be considered for Price Bid Opening.

Also Order acceptance, submission of Guarantee certificate, drawings etc., should not be linked to the delivery period.

**Note:**

1. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL.
2. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor or in the execution of any contract to any BHEL project / Unit.
3. Any other Technical – Commercial Terms indicated by the vendor in their offer elsewhere will be ignored. BHEL will proceed with tender evaluation as per GeM general terms and conditions and ATC only.

## **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---**