

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	17-04-2023 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	17-04-2023 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	10340020-tbg, Noida
Total Quantity/कुल मात्रा	4
Item Category/मद केटगरी	SUPPLY- 7 TON DOUBLE GIRDER EOT CRANE FOR 400 KV GIS BUILDING AS PER TECHNICAL SPECIFICATION , ETC-Erection Testing and Commissioning- 7 TON DOUBLE GIRDER EOT CRANE FOR 400 KV GIS BUILDING AS PER TECHNICAL SPECIFICATION , SUPPLY- 5 TON DOUBLE GIRDER EOT CRANE FOR 220 KV GIS BUILDING AS PER TECHNICAL SPECIFICATION , ETC-Erection Testing and Commissioning- 5 TON DOUBLE GIRDER EOT CRANE FOR 220 KV GIS BUILDING AS PER TECHNICAL SPECIFICATION
BOQ Title/बीओक्यू शीर्षक	Supply and ETC for EOT Crane for OPTCL Ersama Odisha project
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	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
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	
Primary product category	SUPPLY- 7 TON DOUBLE GIRDER EOT CRANE FOR 400 KV GIS BUILDING AS PER TECHNICAL SPECIFICATION
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 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/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	24

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

Beneficiary/लाभार्थी :

SDGM-FINANCE
10340020-TBG, Noida, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Sdgm-finance)

Splitting/विभाजन

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

Reserved for Make In India products

Reserved for Make In India products	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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.
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.
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.

SUPPLY- 7 TON DOUBLE GIRDER EOT CRANE FOR 400 KV GIS BUILDING AS PER TECHNICAL SPECIFICATION

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

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/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	Saurabh Rana	754139, GIS Substation at ERSAMA Paradeep	1	182

ETC-Erection Testing And Commissioning- 7 TON DOUBLE GIRDER EOT CRANE FOR 400 KV GIS BUILDING AS PER TECHNICAL SPECIFICATION**(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)**

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

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/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	Saurabh Rana	754139, GIS Substation at ERSAMA Paradeep	1	305

SUPPLY- 5 TON DOUBLE GIRDER EOT CRANE FOR 220 KV GIS BUILDING AS PER TECHNICAL SPECIFICATION**(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)**

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

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/परिषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/परिषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Saurabh Rana	754139, GIS Substation at ERSAMA Paradeep	1	182

ETC-Erection Testing And Commissioning- 5 TON DOUBLE GIRDER EOT CRANE FOR 220 KV GIS BUILDING AS PER TECHNICAL SPECIFICATION

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

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/परिषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/परिषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
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S.No./क्र. सं.	Consignee Reporting/Officer/प रेपिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Saurabh Rana	754139, GIS Substation at ERSAMA Paradeep	1	305

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. BHEL Contact (Technical):

For any **technical clarification**, please contact Ms. Ayushi Jindal, Sr. Engineer (TBEM). Contact No. 0120 0674 8559; e-mail: ayushi@bhel.in

2. BHEL Contact (Commercial):

For any **commercial clarification**, please contact Mr. Ghanshyam, Dy. Manager (TBMM). Contact No. 0120-6748486; e-mail: ghanshyam@bhel.in

3. Terms of Payment:

[A] Payment for EOT Crane Supply:

i) 90% of payment along with 100% GST & F&I shall be made within 45 days for MSE (Micro & Small Enterprises) / within 60 days for Medium Enterprises / within 90 days for non MSME suppliers from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:

- LR / GR duly endorsed by BHEL Site Official.
- CRAC (consignee receipt-cum-acceptance certificate) / MRC
- GST Compliant Tax Invoice
- Packing List (Case-wise)
- Copy of Transit Insurance Certificate from underwriters.
- Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management
- Guarantee Certificate

- Performance Bank Guarantee (PBG)

ii) Balance 10% of payment shall be made within 45 days for MSE (Micro & Small Enterprises) / within 60 days for Medium Enterprises / within 90 days for non MSME suppliers from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:

- Claim Invoice
- Certificate of successful completion of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management
- Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management

Note:

- Bills shall be submitted to BHEL TBG Noida office for processing along with billing checklist.
- It should be ensured that Tax Invoice complies with statutory requirements under GST law to enable BHEL to avail Input Tax Credit.
- Payment of GST component shall be made only if vendor has deposited the Tax and credit for the same is reflected in GSTN (GST Network).
- Copy of GST Registration Certificate(s) shall be also be attached with Tax Invoice.

[B] Payment for Erection, Testing & Commissioning (ETC) at Site

100% of payment shall be made within 45 days for MSE (Micro & Small Enterprises) / within 60 days for Medium Enterprises / within 90 days for non MSME suppliers against certificate of successful completion of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management from the date of receipt of GST Compliant Tax invoice in 3 sets (original + 2 copies).

Note:

- (a) Bills shall be submitted to BHEL TBG OPTCL Ersama, Paradeep Site/Sector of office for processing and payment.
- (b) It should be ensured that Tax Invoice complies with statutory requirements under GST law to enable BHEL to avail Input Tax Credit.

(c) Payment of GST component shall be made only if vendor has deposited the Tax and credit for the same is reflected in GSTN (GST Network)

(d) Copy of GST Registration Certificate(s) shall be also be attached with Tax Invoice

4. **Terms of Delivery:**

Ex-Works basis including P&F (Packing & Forwarding). F&I (Freight & Insurance) up to site is in the scope of bidder. LR / GR date or invoice date (whichever is later) shall be considered as delivery date.

5. **Delivery Requirement:**

(a) Supply [EOT Cranes]: Within 26 Weeks (182 days) from the date of PO/in put by BHEL as per Activity schedule [Annexure-B].

(b) ETC [Erection Testing and Commissioning]: Delivery time is mentioned in bid document is 305 days from PO date for the purpose of creation of bid. However, bidder to note that delivery time for ETC shall be as per Activity schedule i.e. within 8 Weeks (56 days) from the date of BHEL confirmation/ Readiness of fronts.

Note: Delivery requirement for Supply is by Dec'23. Commencement of ETC at site is March' 2024.

Note: In case, BHEL's delivery requirement is not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in line with BHEL's delivery requirement. However, if vendor fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such vendor(s).

6. **Prices:**

The quoted prices shall be on **Firm basis** for total contract period and extended period, if any, and no price escalation / price variation will be applicable. Price to be quoted as inclusive of GST, i.e., Ex-works including Packing & Forwarding Charges + F&I + GST.

Note: Unloading & safe storage at site and transfer of material from storage to GIS hall shall be under BHEL scope. Bidder to quote prices accordingly.

7. Reverse Auction:

Bid to RA is applicable.

8. Liquidated Damage for delayed Delivery:

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.

However, Liquidated Damage on delayed delivery shall be calculated separately for Main Supply-EOT Cranes & for ETC [Erection Testing & Commissioning].

9. Technical Specification:

Technical Specification Nos. TB-420-501-032, Rev0 is applicable. No permissible Technical Deviation has been envisaged. Bidders to quote as per Technical Specifications.

10. Technical Pre-Qualification Requirement:

Technical pre-qualifying requirement shall be as per **Annexure-I**.

11. Manufacturing Quality Plan (MQP):

Supplier to submit MQP to BHEL for approval by end customer. Inspection shall be carried out as per approved MQP.

12. Inspection & Inspection Charges:

To be inspected by Customer/ BHEL/ TPIA. **Complete inspection cost to be borne by the bidder. For further details, please refer Annexure-X.**

13. Destination/ Delivery Location:

400/220/132kV GIS Substation at Ersama, Paradeep, District Jagatsingha, Odisha

(Latitude & Longitude: North: 20°12'32" and East: 86°21'44")

14. Guarantee Clause:

The equipment/ material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design & engineering, material, workmanship & manufacture and in full conformity with the Purchase Order / Contract, Technical Specifications & approved drawings/ data sheets, if any, **for 18 months from the date of last delivery or up to 03.12.2025 or 12 months from the date of commissioning whichever is later.**

The defective equipment/ material/ component shall be replaced free of cost at site. Freight & Insurance during transit shall also be in the scope of the supplier/ contractor. Any expenditure for dismantling and re-erection of the replaced equipment/ material/ component shall be to supplier's/ contractor's account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days from the date of reporting the defect/ rejection, etc.

In the event of the supplier/ contractor failing to replace the defective equipment/ material/ component within the time period mentioned above, BHEL may proceed to undertake the replacement of such defective equipment/ material/ component at the risk and cost of the supplier/ contractor without prejudice to any other rights under the contract and recover the same from PBG/ other dues of this Purchase Order/ Contract or any other Purchase Order/ Contract executed by the supplier/ contractor.

15. Performance Bank Guarantee (PBG):

As per GeM terms and conditions. Performance BG of **5% of GeM contract value** shall be submitted as per BHEL format valid till Guarantee period with claim period of 3 months extra over and above.

16. Acceptance of Offer:

Bidder's offer will be considered for evaluation based on PQR, Technical and other commercial documents submitted along with bid.

Bidder's offer will be acceptable subject to final acceptance of vendor by ultimate customer (OPTCL) as approved supplier. Bidder is required to submit the following documents for vendor approval along with Bid. Failing to submit below documents bidder is liable for rejection:

- (a) Company Profile
- (b) Performance Certificate
- (c) Supply Experience
- (d) ISO Certificate
- (e) Audited Balance Sheets (latest 3 Years)

Please note that this is not exhaustive list of documents. Additional documents apart from above can be demanded for arranging customer approval.

17. Make in India:

For this procurement, the local content to categorize a supplier as 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), Order 2017 Dtd. 04.06.2020, 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.

"Bidder to specify the percentage of local content as per the format of self-declaration for local content" as per **Annexure-V**.

"This tender is not a global tender and only Class-I suppliers as defined under the DPIIT Order No. P-45021/2/2017-PP (BE-II) Dtd. 04.06.2020 and subsequent orders are eligible to bid in this tender. **Bids received from Class II & Non-local supplier shall be rejected.**"

18. Compliance to GOI order for restrictions under Rule 144 (xi) of General Financial Rules (GFRS), 2017 (Annexure-XI) :

Refer clause at **Annexure-XI** and Certification at **Annexure-XII/ Annexure-XI II** (whichever is applicable) regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017. Bidder to comply the clause and submit the certification. Non-compliance/ Non-submission of certification will lead to rejection of Offer.

19. MoP Circular (Annexure-XIV):

Bidder to comply the MOP circular dated 02-07-2020 (**Annexure-XIV**) and its subsequent amendment, if any, in prescribed format (**Annexure-XV**). Non-compliance/ Non-submission will lead to rejection of Offer (**Not Applicable for cases where local content is 100%**).

20. Variation in Contract Value and Quantities:

Not applicable.

21. Unpriced Bid:

Vendor to furnish unpriced bid mentioning "Quoted" against each BOQ line item and % of GST quoted in tender as per **Annexure-III**.

23. Details of Bidder:

Bidder to submit their complete contact information details as per **Annexure-I V**.

25. Evaluation Criteria:

Evaluation shall be done on total cost to BHEL basis.

26. Deviations:

- a) Technical Deviation: No Technical Deviation is envisaged.
- b) Commercial Deviation: No Commercial Deviation is envisaged.

26. Risk Purchase: (Also refer Annexure-VIII):

In case the Supplier/ Contractor fails to supply or fails to comply with terms & conditions of the Purchase Order/ Contract or delivers equipment/ material not of the contracted quality or fails to adhere to the contract specifications or fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period, BHEL reserve the right to cancel the Purchase Order/ Contract either in whole or in part thereof without compensation to Supplier/ Contractor and if BHEL so desires, may procure such equipment/ material/ items not delivered or others of similar description where equipment/ material/ items exactly complying with particulars are not readily procurable in the opinion of BHEL which is final and in such manner as deemed appropriate, at the risk and cost of the Supplier/ Contractor and the Supplier/ Contractor shall be liable to BHEL for any excess cost to BHEL. However, the Supplier/ Contractor shall continue execution of the Purchase Order/ Contract to the extent not cancelled under the provisions of this clause.

Recovery amount on account of purchases made by BHEL at the risk and cost of Supplier/ Contractor shall be the difference of total value of new Purchase Order (PO) value and total value of old Purchase Order for applicable items, where the total value of new PO is more than total value of old PO for applicable items, plus additional 5% of the total ex-works value of new PO as overheads.

The Supplier/ Contractor shall on no account be entitled to any gain on such risk & cost purchase. In case the purchase order (PO) value of the new PO is less than the PO value of the old PO, 5% of the total ex-works value of the new PO shall be recovered as overheads and the difference between the PO value of the old PO and the new PO shall not be considered for calculation of the recovery amount.

29. RXIL (TReDS) Platform:

TBG is registered with RXIL (TReDS) platform. MSME bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per GoI guidelines.

30. Business ethics/ suspension of business dealings with Suppliers/ Contractors:

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution, indulges in malpractices cheating, bribery, fraud or other misconduct or formation of cartel so as to influence the bidding process or influences the price or fails to perform or is in default without any reasonable cause, etc. or performs any act considered objectionable as per extant guidelines, action may be taken against such bidders/ supplier/ contractor as per extant Guidelines for Suspension of Business Dealings with Suppliers/ Contractors". Abridged version of same is available at BHEL website (www.bhel.com) on "Supplier Registration" page.

31. Latent Defect Warranty:

The period of latent defect warranty shall be 10 years reckoned from the completion of Guarantee period.

32. Bidder to submit **sealed and signed copy of the following** while uploading bid in GeM portal:

- a) Bid Specific ATC: This document.
- b) Annexure-I: Technical Pre-Qualification Requirement along with supporting documents.
- c) Annexure-II: Activity Schedule
- d) Annexure-III: Unpriced Bid
- e) Annexure-IV: Contact Details of Bidder
- f) Annexure-V: Local Content Self-Certification
- g) Annexure-VI: Schedule of Commercial Deviation
- h) Annexure-VII: Schedule of Technical Deviation
- i) Annexure-X: Inspection Charges
- j) Annexure-XII: Compliance to Government of India Order OM NO.6/18/2019-PPD Dtd. 23.07.2020 regarding restrictions under rule 144 (xi) of the General Financial Rules (GFRs), 2017
- k) Annexure-XIII: Compliance to Government of India Order OM NO.6/18/2019-PPD Dtd. 23.07.2020 regarding restrictions under rule 144 (xi) of the General Financial Rules (GFRs), 2017
- l) Annexure-XV: Vendor Compliance Format

Note: In case of non-receipt of above documents, offer of the bidder is liable for rejection.

34. REGULATION OF LOCAL AUTHORITIES AND STATUS & COMPLIANCE OF STATUTORY REQUIREMENTS

The Contractor shall comply with all State and Central Laws / Acts, Statutory Rules, Regulations etc., as may be enacted by the Government during the tenure of the Contract and having in force and applicable to the Contract and nothing shall be done by the Contractor in contravention of any Law / Act and / or Rules / Regulations, thereunder or any amendment thereof.

35. All other terms & conditions shall be as per GTC of GeM.

2. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which share 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 देना 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 पर इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---

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