



Bid Number/बोली क्रमांक (बिड संख्या):

GEM/2023/B/3907476

Dated/दिनांक : 02-09-2023

**Bid Document/ बिड दस्तावेज़**

<b>Bid Details/बिड विवरण</b>	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	13-09-2023 14:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	13-09-2023 14:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	120 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Heavy Industries And Public Enterprises
<b>Department Name/विभाग का नाम</b>	Department Of Heavy Industry
<b>Organisation Name/संगठन का नाम</b>	Bharat Heavy Electricals Limited (bhel)
<b>Office Name/कार्यालय का नाम</b>	10340020-tbg, Noida
<b>Total Quantity/कुल मात्रा</b>	248
<b>Item Category/मद केटेगरी</b>	SUPPLY- CLAMPS AND CONNECTORS - 220KV 40KA FOR 3S 2000A GIS BUSHING CONNECTOR SUITABLE FOR TWIN MOOSE , SUPPLY- CLAMPS AND CONNECTORS - 220KV, 40KA FOR 3S, 2000A, BPI CONNECTOR SUITABLE FOR TWIN MOOSE , SUPPLY- CLAMPS AND CONNECTORS - PG CLAMP SUITABLE FOR TWIN MOOSE TO SINGLE MOOSE , SUPPLY- CLAMPS AND CONNECTORS - 220KV, RIGID SPACER SUITABLE FOR TWIN MOOSE , CLAMPS AND CONNECTORS CLAMPS FOR 75X12MM EARTHING STRIP ON LATTICE or PIPE STRUCTURE
<b>BOQ Title/बीओक्यू शीर्षक</b>	Procurement of clamps and connectors for Neyveli Tuticorin project
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	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
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid

**Bid Details/बिड विवरण**

<b>Primary product category</b>	SUPPLY- CLAMPS AND CONNECTORS - 220KV 40KA FOR 3S 2000A GIS BUSHING CONNECTOR SUITABLE FOR TWIN MOOSE
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 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
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**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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**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. 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. 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 all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

## **SUPPLY- CLAMPS AND CONNECTORS - 220KV 40KA FOR 3S 2000A GIS BUSHING CONNECTOR SUITABLE FOR TWIN MOOSE**

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

### **Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

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/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sawan Bhavsar	628004,Chief Executive Office (CEO) NLC Tamil Nadu Power Limited (NTPL) 2x500 MW Thermal Power Plant, Harbor Estate, Tuticorin - 628004, Tamil Nadu (India)	3	140

**SUPPLY- CLAMPS AND CONNECTORS - 220KV, 40KA FOR 3S, 2000A, BPI CONNECTOR SUITABLE FOR TWIN MOOSE**

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

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/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sawan Bhavsar	628004,Chief Executive Office (CEO) NLC Tamil Nadu Power Limited (NTPL) 2x500 MW Thermal Power Plant, Harbor Estate, Tuticorin - 628004, Tamil Nadu (India)	9	140

**SUPPLY- CLAMPS AND CONNECTORS - PG CLAMP SUITABLE FOR TWIN MOOSE TO SINGLE MOOSE**

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

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	Sawan Bhavsar	628004,Chief Executive Office (CEO) NLC Tamil Nadu Power Limited (NTPL) 2x500 MW Thermal Power Plant, Harbor Estate, Tuticorin - 628004, Tamil Nadu (India)	6	140

**SUPPLY- CLAMPS AND CONNECTORS - 220KV, RIGID SPACER SUITABLE FOR TWIN MOOSE**

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

**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

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
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S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sawan Bhavsar	628004,Chief Executive Office (CEO) NLC Tamil Nadu Power Limited (NTPL) 2x500 MW Thermal Power Plant, Harbor Estate, Tuticorin - 628004, Tamil Nadu (India)	30	140

## CLAMPS AND CONNECTORS CLAMPS FOR 75X12MM EARTHING STRIP ON LATTICE Or PIPE STRUCTURE

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

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/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sawan Bhavsar	628004,Chief Executive Office (CEO) NLC Tamil Nadu Power Limited (NTPL) 2x500 MW Thermal Power Plant, Harbor Estate, Tuticorin - 628004, Tamil Nadu (India)	200	140

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

### 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

<b>3.</b>	<b>Terms of Payment:</b>
For Supply (only) is in scope of the supplier	<p>100% of payment along with 100% GST &amp; F&amp;I within 45 days for Micro &amp; Small Vendors/ 60 days for Medium Enterprises/ 90 days for Non-MSME, from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:</p> <ul style="list-style-type: none"> <li>- GST Compliant Tax Invoice</li> <li>- LR / GR duly endorsed by BHEL Site Official.</li> <li>- CRAC (consignee receipt-cum-acceptance certificate)/ MRC</li> <li>- Packing List (Case-wise)</li> <li>- Copy of Transit Insurance Certificate from underwriters.</li> <li>- Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management</li> <li>- Guarantee Certificate</li> <li>- Copy of Performance Bank Guarantee (PBG). Original shall be sent from issuing bank to TBG-finance directly.</li> <li>- Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management (if applicable)</li> </ul> <p><b>Note:</b> Vendor has to submit the duly signed check-list (Annexure-XIV) along with Bill.</p>
<b>4.</b>	<b>Term of Delivery:</b>
<p>Unless otherwise specified in the NIT, the purchase order shall be placed on Ex-works basis including packing and forwarding. F&amp;I up to site/store is in the scope of bidder. The Freight &amp; Insurance (up to site/store), to be paid by vendor, on behalf of BHEL, to be reimbursed against documentary evidence. LR / GR date or Invoice date (whichever is later) shall be considered as delivery date.</p> <p>Note- Unloading at site is not in the scope of bidder. Bidders to quote price accordingly.</p>	
<b>5.</b>	<b>Delivery Time:</b>
<p>Proposed delivery Plan: Within 20 Weeks (140 days) from the date of PO by BHEL as per Activity schedule [ <b>Annexure-II</b>].</p> <p>Early Delivery is acceptable.</p> <p>Time for conducting Type tests (if required) is separate- 8 weeks. In case of type tests are required to be conducted, then 8 weeks shall be added in Delivery period and PO shall be amended accordingly.</p> <p><b>Note:</b> 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).</p>	
<b>6.</b>	<b>Prices:</b>

The quoted prices shall be on **Firm basis. Price to be quoted as inclusive of GST. i.e. Ex-Works including Packing & Forwarding + Freight & Insurance + GST.** Vendor to submit the price break-up after Price bid opening/ Reverse Auction.

**7. Liquidated Damage for delayed Delivery (as per GEM):**

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.

**8. Reverse Auction:**

Bid to RA is applicable.

**9. Technical Specification:**

Technical specification no. TB-416-316-E023 Rev00. No permissible Technical Deviation has been envisaged. Bidders to quote as per Technical Specification.

**10. Pre-Qualification Requirement:**

As per **Annexure-I** (enclosed herewith).

**11. MQP (Manufacturing Quality Plan):**

Supplier to submit Quality Plan to BHEL for approval by end customer/BHEL.

**12. Inspection:**

Inspection shall be carried out by Customer/ BHEL/ TPIA as per approved Quality Plan.

**13. Destination / Delivery Location:**

Chief Executive Office (CEO)  
NLC Tamil Nadu Power Limited (NTPL)  
2x500 MW Thermal Power Plant, Harbor Estate,  
Tuticorin - 628004, Tamil Nadu (India)

**14. Bill to Address:**

BHEL TBG, Plot No. 25, Sector 16A, Noida, Gautam Buddha Nagar, Uttar Pradesh, 201301  
**GSTN-09AAACB4146P2ZC**

**15. Guarantee Clause (Defect Liability Period):**

The equipment / material supplied 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 (Eighteen) months from the date of last delivery or Twelve (12) months from the date of 12 (twelve) months from the date of successful completion of Performance Guarantee Test Unit-wise, whichever is later. Date of completion of PG test is Sep-24.**

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.

**16. Performance Bank Guarantee:**

BG NOT APPLICABLE

**17.** 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 organization contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.

**18. 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 BHEL as approved supplier.

**19. 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 dated 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) dated 04.06.2020 and subsequent orders are eligible to bid in this tender. Bids received from Class II & Non-Local supplier shall be rejected."**

**Minimum local content to qualify as Class-I supplier shall be 60%.**

<b>20.</b>	<b>COMPLIANCE TO GOI ORDER FOR RESTRICTIONS UNDER RULE 144 (XI) OF GENERAL FINANCIAL RULES (GFRS), 2017 [Annexure-VIII]</b>
<p>Refer Clause at <b>Annexure-VIII</b> and Certification at <b>Annexure-IX / Annexure-X</b> (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.</p>	
<b>21.</b>	<b>MOP CIRCULAR [Annexure-XI and XII]</b>
<p>Bidder to comply the MOP circular dated 02-07-2020 (<b>Annexure-XI</b>) and its subsequent amendment, if any, in prescribed format (<b>Annexure-XII</b>). Non-compliance/ Non-submission will lead to rejection of Offer [Not Applicable for cases where local content is 100%].</p>	
<b>22.</b>	<b>Quantity Variation:</b>
<p>BHEL shall have the right to variation in quantities of items within +/- 25% of the total Purchase Order / Contract value at the time of placement of PO or award of Contract on overall basis for all amendments together within two years from the date of original Purchase Order. The purchaser shall have the right to increase or decrease quantity and scope up to the above extent of value and seller/contractor shall be bound to accept the same at the contracted prices without any escalation.</p>	
<b>23.</b>	<b>Unpriced Bid:</b>
<p>Vendor to furnish unpriced bid mentioning "Quoted" against each BOQ line item and % of GST quoted in tender as per <b>Annexure-IV</b>.</p>	
<b>24.</b>	<b>Details of Bidder:</b>
<p>Bidder to submit the details as per format as per <b>Annexure-III</b>.</p>	
<b>25.</b>	<b>Deviations:</b>
<p>a) Technical Deviation: No Technical Deviation is envisaged (<b>Annexure-VI</b>).  b) Commercial Deviation: No Commercial Deviation is envisaged (<b>Annexure-VII</b>).</p>	
<b>26.</b>	<b>Evaluation Criteria:</b>
<p>Evaluation shall be done on total cost to BHEL basis.</p>	
<b>27.</b>	<b>Risk Purchase: (Also refer Annexure-XIII)</b>

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.

<b>28.</b>	<b>ADJUSTMENT OF RECOVERY :</b>
	Any amount payable by the Supplier / Contractor under any of the condition of this contract shall be liable to be adjusted against any amount payable to the Supplier / Contractor under any other Purchase Order / Contract awarded to him by any BHEL unit. This is without prejudice to any other action, as may be deemed fit, by BHEL.
<b>29.</b>	<b>RXIL (TReDS) Platform:</b>
	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.

### 3. 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 वे 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 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---**