



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3966928
Dated/दिनांक : 16-09-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	26-09-2023 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	26-09-2023 12:30:00
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	10160001-isg, Bangalore
Total Quantity/कुल मात्रा	37640
Item Category/मद केटेगरी	Galvanised Flats - 100X6 Thk as per Technical Enquiry Specifications (Q3) , Electroforged Galvanised Gratings for Platforms & Landings as per Technical Enquiry Specifications (Q3) , Electroforged Galvanised Gratings Size and Quantity as per Technical Enquiry Specifications (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	11 Lakh (s)
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,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance/विगत प्रदर्शन	20 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination

Bid Details/बिड विवरण	
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Electroforged Galvanised Gratings for Platforms & Landings as per Technical Enquiry Specifications
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
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
Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	14

(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 :

Manager/PG-1
10160001-ISG, Bangalore, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Lakshman Singh Yadav)

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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. 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.

3. 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.

4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. 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.

5. 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.

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 20% 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.

7. 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

Galvanised Flats - 100X6 Thk As Per Technical Enquiry Specifications (3800 kilogram)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	Amit Kumar	508207,5x800MW-Yadadri TPP, TS GENCO,VEERLAPALEM, DAMERCHERLA, NALGONDA ,TELANGANA	3800	60

Electroformed Galvanised Gratings For Platforms & Landings As Per Technical Enquiry Specifications (27920 kilogram)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	Amit Kumar	508207,5x800MW-Yadadri TPP, TS GENCO,VEERLAPALEM, DAMERCHERLA, NALGONDA ,TELANGANA	27920	60

Electroformed Galvanised Gratings Size And Quantity As Per Technical Enquiry Specifications (5920 kilogram)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	Amit Kumar	508207,5x800MW-Yadadri TPP, TS GENCO,VEERLAPALEM, DAMERCHERLA, NALGONDA ,TELANGANA	5920	60

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

1. Inspection

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:

Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

Pre-dispatch inspection is required as per approved QAP

Post Receipt Inspection at consignee site before acceptance of stores:

Not Applicable

2. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

3. **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.

4. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

5. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1) **Item Work Description:** Supply of Galvanised Gratings for Bottom Ash Hopper.

2) Project Name: 5X800MW Yadadri Thermal Power Station, Telangana State

3) Ship to (Consignee) Address (to be mentioned in Invoice & LR)

The Asst. Divisional Engineer (Stores)
Construction Division,
Yadadri TPS (5X800 MW),
Dameracherla (Mandal),
Verlapalem (Village), Distt.- Nalgonda
Telangana Pin: 508355
A/C BHEL-ISG

GSTIN of TSGENCO/ Telangana State: 36AAFCT0257Q3ZT

Any change in the details shall be provided at the time of dispatch clearance.

4) Bill to (Billing) Address (to be mentioned in Invoice)

BHEL-Industrial Systems Group
Post Box No.:1249,
Prof. CNR Rao Circle, IISc Post, Malleswaram,
BANGALORE - 560012
GSTIN No. of BHEL / Karnataka state: 29AAACB4146P1ZB
Any change in the details shall be provided at the time of dispatch clearance.

5) Scope of Work: As per Technical Specifications enclosed.

6) Unloading and Storage at Site: Not in the scope of the bidder.

7) Pre-Qualification Requirement-

i) Pre-Qualification Requirement: (Technical):-

(A) The bidder must be from the following list of Customer approved vendors:

1. INDIANA GRATINGS PVT. LTD.
2. RATAN PROJECTS & ENGG CO PVT LTD.
3. GREATWELD ENGINEERING PVT LTD
4. BHOLARAM STEELS PVT. LTD
5. ANKIT ELECTROGRATING
6. VINFAB ENGINEERS INDIA PVT LTD
7. PINAX STEEL INDUSTRIES PVT.LTD
8. GALFAN ENGINEERS PRIVATE LTD
9. PREMIER POWER PRODUCTS
10. KANADE ANAND UDYOG PVT LTD

For the above bidders, no separate credentials are required as proof of qualification.

OR

(B) The bidder must be an approved vendor of any BHEL unit, and must have supplied Gratings to any BHEL unit within the last 7 years. Offers from the bidders will be sent to Customer for approval.

NOTES:

i) Bidder to submit all supporting documents in English. If documents submitted by bidder are in a language other than English, a self-attested English translated document should also be submitted.

ii) Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.

ii) Pre-Qualification Requirement: (Financial):

Bidder should have a minimum average annual turnover of Rs. 11.00 Lakhs during last 3 financial years (FY 2020-21, 2021-22 & 2022-23) ending 31st March 2023 and should submit Annual reports (Audited balance sheets, Profit & Loss Accounts). In case the financial statements of the latest FY are not audited as on the tender due date, the financial statements are required to be certified by Chartered Accountant.

8) Insurance

Insurance including transit insurance shall be arranged by BHEL. Insurance details shall be shared with the successful bidder (s) after placement of order.

The successful bidder (s) shall issue Prior Dispatch intimation to Insurance agency about the value of consignment, dispatch details, along with one set of documents consisting of LR / RR copy, Packing List, Challan indicating the items dispatched (with their weights).

9) Guarantee period: Guarantee period shall be 12 months from date of receipt of material at site. In case of any material defect found, entire batch (heat number) shall be replaced with new material without any additional cost to BHEL.

10) Performance Bank Guarantee (PBG): PBG is applicable as mentioned in the bid document. Bidder agrees to submit performance security required for execution of the contract within 15 days from the date of GeM Contract/Order. In case of delay in submission of performance security, enhanced perfor

mance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered, from the bills along with due interest.

- 11)** Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name BHEL ISG Account No. 000205003783 IFSC Code ICIC0000002 Bank Name ICICI BANK LIMITED Branch address ICICI BANK TOWER, # 1, COMMISSARIAT ROAD, BANGALORE - 560025. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of GeM Sanction Order.

12) Documents to be submitted along with the offer-

Bidder shall submit the signed & stamped copy of below mentioned documents along with their techno-commercial offer:

- a) All terms & conditions as per this GeM Bid Document, corrigenda (if any)
- c) Technical specifications and Annexures
- e) Supporting documents for Technical PQR
- f) Supporting documents for Financial PQR
- g) Documents in support of Class I local supplier
- h) Documents in support of MSE status (if applicable)

13) Quantity Tolerance: Quantity variation shall be + 2% of overall quantity.

14) Delivery Period: The delivery period shall be 02 months from the date of GeM Contract/ Order.

15) Liquidated Damages for delay in completion: Applicable as per GeM General Terms & Conditions.

16) Dispatch documents required (to be furnished by Vendor) for billing/ payment-

- i) Original GST compliant invoice as per GST Act
- ii) Copy of Delivery challan
- iii) Copy of Packing list
- iv) Copy of Receipted LR
- v) Copy of Guarantee certificate
- vi) Copy of Insurance intimation
- vii) Copy of Despatch clearance issued by BHEL
- viii) Copy of 'Consignee's Receipt cum Acceptance Certificate' (CRAC)/ Material Receipt Certificate (MRC) from BHEL site
- ix) Screenshot of GST portal/ details confirming payment of GST

BHEL reserves the right to ask for any other document required for processing of bills, the vendor shall comply with the same.

17) Price basis-

Price Basis: Ex-works inclusive of packing & forwarding charges, all taxes & duties, levies, cess etc. (as applicable) excluding Goods & Service Tax (GST)

Bidder to note that price quoted shall be inclusive of packing & forwarding charges, freight charges, all taxes & duties, levies, cess etc. (as applicable) including Goods & Service Tax (GST).

Transportation of goods up to Destination shall be arranged by vendor on behalf of BHEL.

Bidder to note that price quoted for the equipment/ item shall be inclusive of freight charges.

Type of Contract: Unit Rate

18) Price Variation Compensation (PVC): Not Applicable

19) Order of Precedence of documents:

- i) **Corrigenda (if any)**
- ii) **Buyer added Bid Specific ATC (Buyer Added text based ATC clauses)**

iii) Technical Specifications and Documents

iv) GeM Terms and conditions (as per GeM Bid Document)

v) GeM General Terms and Conditions (GTC)

20) Payment Timelines shall be as follows:

Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

21) Conflict

of Interest among Bidders/ Agents

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 manufacturer can also authorise 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.

22) Basis for rejection of offers:

- a) Incomplete offers i.e., offers without documents as per instruction of the tender and offers not complying with NIT/ Enquiry conditions shall be liable for rejection.
- b) Offers not qualifying for the Pre Qualification Requirement of the tender shall be liable for rejection.
- c) Offers not qualifying technically/ commercially shall be liable for rejection.

- d) The decision on Acceptance/ Rejection of offers as decided by BHEL shall be final and binding on the vendors/ bidders.

23) Other general terms & conditions:

- a) The evaluation currency for this tender shall be INR.
- b) Language of the tender submission of bids shall be English. In case any document of the bidder is in any other language, the duly certified copy of English translation must be enclosed in the offer.
- c) Compliance to e-invoicing, MSE, GST, MII requirements to be ensured as per extant provisions and guidelines of Govt. of India.
- d) Material will be dispatched only upon prior written intimation by BHEL as per site requirement and project requirement.
- e) In the Buyer added ATC - Inspection clause- Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): sentence - "Fee/Charges taken by the External Inspection Agency and any external laboratories testing charges shall be borne by the Buyer" shall be read as "Fee/Charges taken by the External inspection Agency shall be borne by the Buyer. All other inspection/ testing Fees/ charges including by any external laboratories (as applicable) shall be borne by the bidder".
- f) The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.
- g) BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not for any reason whatsoever.
- h) All other terms & conditions shall be as per GeM General Terms & Conditions (GTC).

24) Contact Person for Clarifications on Commercial Terms & Conditions-

Lakshman Singh Yadav- Manager/ PG-1

E-MAIL: lsy@bhel.in

Ph. No. +91-080-2218 4127

25) Contact Person for Clarifications on Technical Specifications-

Animesh Das -Dy Manager/ Engineering. (Civil)

E-MAIL: ada@bhel.in

Ph. No. +91-080-2218 4105

26) Bidder to note that the acceptance of the offer is subjected to the "Bidder approval from our customer". Bidder shall provide any additional document required for Customer approval. In case customer does not approve the credentials of the bidder, the bidder will be technically rejected.

27) Vendor contact details like, Name, E- mail ID and Contact number are to be furnished along with tender documents.

28) Bidder should submit PBG as per format given along with tender. No other format PBG is acceptable.

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

M/s. Bharat Heavy Electricals Ltd.

Industrial Systems Group,

PB No 1249, IISC post

Malleswaram, Bengaluru - 560 012

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assign s) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, New Delhi-110049 ¹ through its Unit Industrial Systems Group at Malleswaram, Bengaluru - 560012 (name of the Unit) having awarded to _____ (Name of the Vendor / Contractor / Supplier) with its registered office at _____ ² hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No. _____ dated _____ ³ valued at Rs _____ ⁴ (Rupees _____)/FC.....(in words) for ⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract.

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs ----- ⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We _____ BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier's liabilities.

This Guarantee shall remain in force upto and including _____⁷ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁸ we shall be discharged from all liabilities under this guarantee thereafter.

We, _____ BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁶
- b) This Guarantee shall be valid up to⁷

c) Unless the Bank is served a written claim or demand on or before _____⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of

(Name of the Bank)

Dated.....

Place of Issue.....

7. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

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---