



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/4793118 Dated/दिनांक : 16-03-2024

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	27-03-2024 14:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	27-03-2024 14:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises	
Department Name/विभाग का नाम	Department Of Heavy Industry	
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)	
Office Name/कार्यालय का नाम	10140027-hpbp Trichy	
Total Quantity/कुल मात्रा	90	
ltem Category/मद केटेगरी	Machine Vice as per IS 4502 (Q3) , Bench Vise as per IS 2586 (Q3) , Pipe Vice as per IS 2587 (Q3) , Small Angle Grinders (Q3) , Hydraulic Puller (Q3)	
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) *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/बिंड से रिवर्स नीलामी सक्रिय किया	Yes	
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Primary product category	Machine Vice as per IS 4502	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	

Віа	Details/बिड विवरण
Payment Timelines	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)
Evaluation Method/मूल्यांकन पद्धति	Group wise evaluation
EMD Detail/ईएमडी विवरण	
Required/आवश्यकता	No
ePBG Detail/ईपीबीजी विवरण Required/आवश्यकता	No
•	
Splitting/विभाजन	गया.
Splitting/विभाजन Bid splitting not applied/बोली विभाजन लागू नहीं किया	
Splitting/विभाजन Bid splitting not applied/बोली विभाजन लागू नहीं किया	
Splitting/विभाजन Bid splitting not applied/बोली विभाजन लागू नहीं किया MII Purchase Preference/एमआईआई खरीद वरीयता	·

1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to 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. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder 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 no purchase preference shall be granted. 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. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .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.

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 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.

#### **Evaluation Method** ( Group Wise Evaluation Method )

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluatio n Schedule s	Item/Categ ory	Consignee/R eporting Officer	e/R Consignee Address	
	Machine Vice As Per Is 4502	Sonu Majhi	HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA. 620014	4
	Bench Vise As Per Is 2586	Sonu Majhi	HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA. 620014	25
PACKAGE	Bench Vise As Per Is 2586	Sonu Majhi	HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA. 620014	30
	Pipe Vice As Per Is 2587	Sonu Majhi	HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA. 620014	5
Per Is 2587 Sonu Majhi ELECT		Sonu Majhi	HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA. 620014	3

	PACKAGE 2	Small Angle Grinders	Sonu Majhi	HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA. 620014	8
		Small Angle Grinders	Sonu Majhi	HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA. 620014	1
		Small Angle Grinders	Sonu Majhi	HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA. 620014	4
		Hydraulic Puller	Sonu Majhi	HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA. 620014	3
PACKAGE Hydraulic Sonu M	Sonu Majhi	HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA. 620014	2		
Hydraulic Puller Sonu I		Sonu Majhi	HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA. 620014	5	

### Machine Vice As Per IS 4502 ( 4 pieces )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
Performance	Types of Machine vices	Fixed base	
Parameters	Nominal size of the Machine Vice ( in mm)	200	
	Clamping range of Machine vice (mm)	0-200	
	Warranty (Years)	5	
Standards	Conformity to Standards	IS 4502:1999	
	BIS marked	Yes, No	
Material Parameters	Material of the base and sliding and fixed jaws	Cast iron	
	Material of Spindle screw	Steel having a minimum tensile strength of 600 Mpa	
	Material for Spindle nut	Phosphor bronze as per grade 1 of IS 28	
	Material for Jaw inserts	Steel, hardened to 620 ± 40 HV (56 ± 2 HRC)	
	Material for jaw inserts shall be rigidly fixed to the jaws of the machine vices	Yes	

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Availbility of test certificate from Government/ NABL/ ILAC accerdited lab to prove conformity of specifications	Yes

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sonu Majhi	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	4	56

### Bench Vise As Per IS 2586 (25 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
•		Fixed base
Parameters	Type of construction	Cast
	Waranty (Years)	5
Standards	Conformity to Standard with latest amendments	IS: 2586 (1986)
	BIS marked	Yes, No
Material and Dimensional	Material of Body for Bench Vice	Grey cast iron conforming to minimum grade FG 200 of IS: 210-1978
Parameters	Material of Movable jaw	Grey cast iron conforming to minimum grade FG 200 of IS : 210-1978

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Material of Swivel base plates	Grey cast iron conforming to minimum grade FG 200 of IS : 210-1978
	Material for Spindle nut	Phosphor bronze conforming to IS : 28-1975
	Nominal size of bench vice in mm (width of the jaw) (tolerance of ± 2 percent)	150
	Minimum mass of Fixed base bench vices (in kg)	25
	Minimum mass of Swivel base bench vices (in kg)	NA for Fixed base bench vice
Reports  Availability of test certificate from Government/ NABL/ ILAC accredited lab to prove conformity of specifications		Yes, No

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sonu Majhi	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	25	56

### Bench Vise As Per IS 2586 (30 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Performance	Types of Bench vices	Fixed base
Parameters		

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Type of construction	Cast
	Waranty (Years)	5
Standards	Conformity to Standard with latest amendments	IS: 2586 (1986)
	BIS marked	Yes, No
Material and Dimensional	Material of Body for Bench Vice	Grey cast iron conforming to minimum grade FG 200 of IS : 210-1978
Parameters	Material of Movable jaw	Grey cast iron conforming to minimum grade FG 200 of IS: 210-1978
	Material of Swivel base plates	Grey cast iron conforming to minimum grade FG 200 of IS: 210-1978
	Material for Spindle nut	Phosphor bronze conforming to IS : 28-1975
	Nominal size of bench vice in mm (width of the jaw) (tolerance of ± 2 percent)	203.2
	Minimum mass of Fixed base bench vices (in kg)	25
	Minimum mass of Swivel base bench vices (in kg)	NA for Fixed base bench vice
Reports	Availability of test certificate from Government/ NABL/ ILAC accredited lab to prove conformity of specifications	Yes

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sonu Majhi	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	30	56

# Pipe Vice As Per IS 2587 ( 5 pieces )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

### Technical Specifications/तकनीकी विशिष्टियाँ

### \* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
Performance	Type of Pipe Vice	Fixed side	
Parameters	Nominal size of Jaw opening (in mm) and (Tolerance ± 2 %)	80	
	Suitability for Pipe having outer diameter(in mm)	10-77	
	Warranty (Years)	5	
Standards	Conformity to Standards	IS 2587 : 1975	
	BIS marked	Yes, No	
Material Parameters	Material of Body and jaw body	Grey Cast iron	
	Material of Jaw plates	Tool Steel	
	Material of Screw spindle and handle	Steel	
Reports	Availbility of test certificate from Government/ NABL/ ILAC accerdited lab to prove conformity of specifications	Yes	

### 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	Sonu Majhi	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	5	56

### Pipe Vice As Per IS 2587 ( 3 pieces )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

### Technical Specifications/तकनीकी विशिष्टियाँ

\* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
Performance	Type of Pipe Vice	Fixed side	
Parameters	Nominal size of Jaw opening (in mm) and (Tolerance ± 2 %)	105	
	Suitability for Pipe having outer diameter(in mm)	10-102	
	Warranty (Years)	2	
Standards	Conformity to Standards	IS 2587 : 1975	
	BIS marked	Yes, No	
Material Parameters	Material of Body and jaw body	Grey Cast iron	
	Material of Jaw plates	Tool Steel	
	Material of Screw spindle and handle	Steel	
Reports	Availbility of test certificate from Government/ NABL/ ILAC accerdited lab to prove conformity of specifications	Yes, No	

### 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	Sonu Majhi	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	3	56

### **Small Angle Grinders (8 pieces)**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Technical	Battery Voltage	Not Applicable
Specifications	No Load Speed	11000 RPM
	Rated Input Power	660, 670, 710, 720, 750, 850, 900, 1200, 1400, 1800, 2000, 2200, 2300, 2400, 2600, 1050, 1000, 775, 2800 Or higher <b>(Watt)</b>
	Power Supply	220-240V AC, 50/60 Hz
	Noise Level	70.0 (decibel)
	Disc Diameter	100, 114.3, 115, 125, 127, 150, 152.4, 177.8, 180, 230 Or higher (millimeter)
	Grinding Spindle Thread	M10
Generic	Tool Type	Corded
Additonal Features	Kickback Brake	Yes
	Reduced Starting Current	Yes
	Speed Preselection	Yes
	Trigger Lock On	Yes
	Restarting Protection	Yes
	Batteries Included	Not Applicable
Dimensions	Height	95.0 (millimeter)
	Length	263.0 (millimeter)
	Width	77.0 (millimeter)
	Weight	1.5 (kilogram)
Warranty/Service	Warranty	1, 2, 3, 5 Or higher <b>(year)</b>
Test Reports	Copies of all certificates and test reports to be furnished to the buyer on demand at the time of supplies	Yes Or higher
	Availability of Test Report from Central Govt/NABL/ILAC accredited lab to prove confirmity to specification	Yes Or higher

:	5.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1		Sonu Majhi	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	8	56

### **Small Angle Grinders (1 pieces)**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Technical	Battery Voltage	Not Applicable
Specifications	No Load Speed	1100 RPM
	Rated Input Power	670, 710, 720, 750, 850, 900, 1200, 1400, 1800, 2000, 2200, 2300, 2400, 2600, 1050, 1000, 775, 2800 Or higher <b>(Watt)</b>
	Power Supply	220-240V AC, 50/60 Hz
	Noise Level	80.0 (decibel)
	Disc Diameter	115, 125, 127, 150, 152.4, 177.8, 180, 230 Or higher <b>(millimeter)</b>
	Grinding Spindle Thread	M14
Generic	Tool Type	Corded
Additonal Features	Kickback Brake	Yes
	Speed Preselection	Yes
	Batteries Included	No
Dimensions	Height	80.0 (millimeter)
	Length	200.0 (millimeter)
	Width	152.0 (millimeter)
	Weight	1.8 (kilogram)
Warranty/Service	Warranty	1, 2, 3, 5 Or higher <b>(year)</b>

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Test Reports	Copies of all certificates and test reports to be furnished to the buyer on demand at the time of supplies	Yes, No Or higher
	Availability of Test Report from Central Govt/NABL/ILAC accredited lab to prove confirmity to specification	Yes, No Or higher

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sonu Majhi	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	1	56

### **Small Angle Grinders ( 4 pieces )**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Technical	Battery Voltage	Not Applicable
Specifications	No Load Speed	11000 RPM
	Rated Input Power	900, 1200, 1400, 1800, 2000, 2200, 2300, 2400, 2600, 1050, 1000, 2800 Or higher <b>(Watt)</b>
	Power Supply	220-240V AC, 50/60 Hz
	Noise Level	72.0 (decibel)
	Disc Diameter	125, 127, 150, 152.4, 177.8, 180, 230 Or higher <b>(millimeter)</b>

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Grinding Spindle Thread	M10
Generic	Tool Type	Corded
Additonal Features	Kickback Brake	Yes
	Reduced Starting Current	Yes
	Speed Preselection	Yes
	Trigger Lock On	Yes
	Restarting Protection	Yes
	Batteries Included	Not Applicable
Dimensions	Height	50.0 (millimeter)
	Length	170.0 (millimeter)
	Width	50.0 (millimeter)
	Weight	2.2 (kilogram)
Warranty/Service	Warranty	2, 3, 5 Or higher <b>(year)</b>
Test Reports	Copies of all certificates and test reports to be furnished to the buyer on demand at the time of supplies	Yes Or higher
	Availability of Test Report from Central Govt/NABL/ILAC accredited lab to prove confirmity to specification	Yes Or higher

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sonu Majhi	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	4	56

## **Hydraulic Puller (3 pieces)**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier

respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

### Technical Specifications/तकनीकी विशिष्टियाँ

\* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Technical	Maximum Spread, mm	300-350
Specifications	Weight	11.0 (kilogram)
	Maximum Reach, mm	200-250
	Stroke, mm	75-100
	Minimum Spread, mm	10-25
Capacity		10.0 (tonne)
	No of Jaws	3
Material and Colour	Material	Stailnless Steel
Packing Dimensions	Width, inch	12-15
	Length, inch	15-20
	Height, inch	12-15
Specification	Package Contain	1x Hydraulic Pulle, 1x Handle, 1x 2/3 Jaws, 1x 2/3 Leg Puller Yoke, 6 Sets of Nuts and Bolts, 1x Carrying Case, 1x Manual
	ISO certified	Yes

### 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	Sonu Majhi	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	3	56

### Hydraulic Puller ( 2 pieces )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

### Technical Specifications/तकनीकी विशिष्टियाँ

### \* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Technical	Maximum Spread, mm	400-450
Specifications	Weight	8.0 (kilogram)
	Maximum Reach, mm	250-300
	Stroke, mm	75-100
	Minimum Spread, mm	150-175
	Capacity	20.0 (tonne)
	No of Jaws	3
Material and Colour	Material	Stailnless Steel
Packing Dimensions	Width, inch	12-15
	Length, inch	15-20
	Height, inch	12-15
Specification	Package Contain	1x Hydraulic Pulle, 1x Handle, 1x 2/3 Jaws, 1x 2/3 Leg Puller Yoke, 6 Sets of Nuts and Bolts, 1x Carrying Case, 1x Manual
	ISO certified	Yes

### 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	Sonu Majhi	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	2	56

### **Hydraulic Puller (5 pieces)**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अईता प्राप्त करने के लिए आवश्यक)

### Technical Specifications/तकनीकी विशिष्टियाँ

### \* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Technical	Maximum Spread, mm	450-500
Specifications	Weight	34.8 (kilogram)
	Maximum Reach, mm	300-350
	Stroke, mm	100-125-150
	Minimum Spread, mm	250-300
	Capacity	25.0 (tonne)
	No of Jaws	3
Material and Colour	Material	Stailnless Steel
Packing Dimensions	Width, inch	18-20
	Length, inch	30-35
	Height, inch	12-15
Specification	Package Contain	1x Hydraulic Pulle, 1x Handle, 1x 2/3 Jaws, 1x 2/3 Leg Puller Yoke, 6 Sets of Nuts and Bolts, 1x Carrying Case, 1x Manual
	ISO certified	Yes

### 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	Sonu Majhi	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	5	56

### **Buyer added Bid Specific Additional Scope of Work**

S.No.क्र.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	TECHNICAL SPECIFICATION View	TECHNICAL SPECIFICATION	Machine Vice As Per IS 4502(4),Bench Vise As Per IS 2586(25),Bench Vise As Per IS 2586(30),Pipe Vice As Per IS 2587(5),Pipe Vice As Per IS 2587(3),Small Angle Grinders(8),Small Angle Grinders(1),Small Angle Grinders(4)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

### 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**Bid Specific Additional Terms and Conditions** 

-	Bid Specific Additional Terms and Conditions
1.	Technical:
	Supply shall be as per technical Specifications indicated in the enquiry.
	Bidder shall comply the technical specification as per the enquiry. Any cl arifications/deviations to the specification requirements are to be clearly indicated.
2.	Vendor offers will be considered for price bid opening subject to fulfilme nt of techno commercial suitability.
3.	Delivery period: As indicated in GeM Enquiry only.
4.	Firm Price:
	The quoted / finalised rates shall be Firm till execution of the supplies. Of fer with PVC clause will not be considered.
5.	Liquidated Damages:
	LD terms shall be as per GeM General Terms and Conditions.
	Gate entry date at consignee location will be considered for LD calculation (I.e LD will be calculated for the Period from Contract delivery due date to the date on which material entered/received at actual delive ry location indicated in the enquiry).
6.	Delivery term:
	The quote shall be on FOR BHEL STORES (Consignee address) basis inclu sive of Packing, forwarding, Freight also to yours account. Transit Insurance is under Supplier scope.
7.	If Guarantee / Warranty period is applicable as per tender specification, No deviation is permitted and deviated offers are liable for rejection.

8.	Repair & replacements: Within the guarantee period vendor has to re place / rectify the defective/ damaged items on free of cost within a reas
9.	onable time of reporting from our end.
9.	Documents are to be submitted along with technical bid (Part-1)
	01. Duly Filled, signed and stamped Annexure – A (Additional Terms and Conditions for GeM Enquiry), Annexure-B (Pre-Qualification Criteria) and Specification document along with supporting document s. Annexure A and B are available along with Specification document.
	02. Documents required as per technical specification
	03. Product Catalogues (if any).
	04. MSME UDYAM Certificate (if applicable).
	05. If MII Purchase Preference is applicable as per the GeM enquiry, S elf-certification for local content declaration as per Make In India Po licy, bidder shall submit Local content certificate with details of min imum local content percentage and Location at which the local value addition is made.
	Note: All the pages of documents are to be signed and sealed by authori zed signatory of the company. Any query during enquiry stage shall be replied within two days failing which offer may be rejected as non-responsive.
10.	Inspection and testing requirements:
	Inspection and testing requirements are to be carried out as per the spe cification and BHEL Technical specifications in the enquiry. If applicable a II test certificates are to be submitted while supply. If required by BHEL, t est certificates to be produced before supply.
11.	PACKING AND MARKING:
	The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit. (Wherever if applicable). Also, Su pplier to comply for packing & marking as per Technical specification.
12.	Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GSTN portal. The dealer has to submit necessary documents if there is any change in status under GST.

13.	Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed u nder GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/upl oaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.
14.	All invoices shall bear the HSN Code for each item separately (Harmoniz ed System of Nomenclature)/ SAC code (Services Accounting Code).
15.	Invoices will be processed only upon completion of statutory requirement and further subject to following:  Vendor declaring such invoice in their GSTR-1 Return/ IFF Receipt of Goods or Services and Tax invoice by BHEL.
16.	As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IF F) is available for all (i.e. both Small & Large) tax payers, all invoices rais ed on BHEL may be uploaded immediately in GST portal on dispatch of m aterial /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BH EL's GSTR-2A/ GSTR-2B).
17.	In case of discrepancy in the data uploaded by the supplier in the GSTN p ortal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same . Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
18.	In cases where invoice details have been uploaded by the vendor but fail ed to remit the GST amount to GST Department (Form PMT-08 or Form G ST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
19.	In case GST credit is denied to BHEL due to non-receipt or delayed receip t of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
20.	Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.

21.	GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 -Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.
22.	As per the provisions of Section 194Q of the Income Tax Act, we BHARAT HEAVY ELECTRICALS LIMITED, HPBP, TRICHY having PAN AAACB4146P, h ad turnover in the preceding financial year for more than Rs 10 Crores.
	Hence, we are liable as buyer to deduct tax at source on the payment for invoices issued by Supplier on or after 1st July 2021. Accordingly, discont inue charging TCS u/s 206C(1H) on invoices issued from 1st Jul 2021 onw ard.
	We shall deduct the eligible TDS u/s 194Q on the payments for invoices i ssued on or after 1st Jul 2021. TDS deducted so, shall be deposited to the lncome Tax Department, and TDS certificate to this effect. Tax credit of such TDS shall reflect in FORM26AS of the supplier at the end of same quarter in which TDS is deducted.
	For Suppliers who have not filed Income Tax returns for the last 2 pre ceding assessment years, TDS deduction at higher rates will be appli cable as per Section 206AB and Section 206CCA of Income-tax act.
23.	GST CREDIT: Suppliers are advised to get registered to GSTN portal. Ten derer under "GST credit" shall be preferred.
24.	Any change in applicable rates of Tax or any other statutory levies (Direc t / Indirect) or any new introduction of any levy by means of statute and i ts corresponding liability for the deliveries beyond the agreed delivery d ate for reasons not attributable to BHEL will be to vendors account. BHE L will not reimburse the same and any subsequent claim in this respect will be summarily rejected.
25.	MSE /START-UP VENDOR:
	UDYAM Registration certificate shall be submitted by MSE vendors to av ail MSE benefits. Start-up category certificate shall be submitted by start -up companies to avail exemption (if applicable as per GeM enquiry) in A nnual Turnover/Past experience (if PQC stipulates requirement of Annual Turnover/Past experience).
26.	Make in India Policy:
	Refer the Tender document regarding public procurement policy (Prefere nce to Make in India), Order 2017. If MII Purchase Preference is applicable as per the tender documents, Bidders shall ensure to apply for Make In India preference while quoting through GeM portal. Otherwise offer will not be considered.
	The local supplier at the time of tender, bidding or solicitation shall be re quired to provide self-certification that the item offered meets the minim um local content and shall give details of the Location(s) at which the loc al value addition is made."

27.	BHEL has the right to test the materials at BHEL works, if required. If sup plied materials are found not acceptable, then BHEL will inform to re-sup ply the materials as per tender specification mentioned in Purchase Orde r. If any subsequent failure of not meeting the tender specification, RISK PURCHASE is applicable for the full P.O quantity.
28.	Fraud Prevention Policy
	Bidder along with its associate /collaborators /sub-contractors /sub-vend ors / consultants / service providers shall strictly adhere to BHEL Fraud P revention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
29.	Breach of contract, Remedies and Termination:
	In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount will be recovered in all or any of the following manners:
	i. from dues available in the form of Bills payable to defaulted supplier against the same contract.
	ii. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit
	iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.
	Further, levy of liquidated damages, debarment, termination, de-scoping , short-closure, etc., will be applied as per provisions of the contract.

#### 30. CONFLICT OF INTEREST:

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy financial s take 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 th ird parties, that puts them in a position to have access to information ab out or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process, Partic ipation 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 bid ding 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 shall quote. Similar restriction s would apply to closely related sister companies. Bidder must proact ively declare such sister/common business/ management units in sa me/similar line of business.

# 31. Resolution of Disputes:

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean an

d include any dispute, difference, question or disagreement arising in co nnection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mut ually), arise inter-se the Parties, the same may, be referred by either par ty to Conciliation to be conducted through Independent Experts Commi ttee to be appointed by competent authority of BHEL from the BH EL Panel of Conciliators.

#### Notes:

No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.

Any other person(s) can be appointed as Conciliator(s) who is/are mutua lly agreeable to both the parties from outside the BHEL Panel of Conciliat ors.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure X to this Terms and conditions.

The Annexure X together with its appendices will be treated as if the sa me is part and parcel hereof and shall be as effectual as if set out herein in this terms and conditions.

Except as provided elsewhere in this Contract, in case amicable settleme nt is not reached between the parties, in respect of any dispute or differe nce; arising out of the formation, breach, termination, validity or executi on of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to other Party, refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1 996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.

The Arbitrator shall pass a reasoned award and the award of the Arbitrat or shall be final and binding upon the parties.

This contract shall be governed, construed and interpreted in accordance with the laws of India.

Subject as aforesaid, the provisions of Arbitration & Conciliation Act 199 6 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

The seat of arbitration shall be Trichy, Tamil Nadu, India

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to arbitration in terms of clause above, the Courts at Trichy, Tam il Nadu, India shall have exclusive jurisdiction over any matter arising ou t of or in connection with this Contract.

Notwithstanding the existence or any dispute or difference and/or refere nce for the arbitration, the vendor/contractor shall proceed with and cont inue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Centra I Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for its resolution t

	hrough AMRCD as mentioned in DPE OM No.05/003/2019-FTS-10937 dtd . 14TH December, 2022 and the decision of AMRCD on the said dispute w ill be binding on both the parties."
32.	Set off: BHEL shall have the right to recover any money which in the sol e opinion of BHEL is due from the supplier from any money due to the supplier under this Contract or any other contract or from the Security Deposit/BG furnished by the supplier under this Contract or any other contract.
33.	Cartel Formation:
	The Bidder declares that they will not enter into any illegal or undisclose d agreement or understanding, whether formal or informal with other Bi dder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bid ding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
34.	The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agen ts, shall be rejected. The list of banned firms is available on BHEL web si te www.bhel.com
35.	The following documents are to be sent along with consignment to store: One Original for Recipient copy of tax invoice + One Duplicate for Transp orter copy of tax invoice + One extra copy of tax invoice + Delivery chall an + LR COPY+E-Way bill (Part A & Part B)+ Test Certificates (if applicab le).
36.	Seller Tax invoice, LR copy, E-Way bill, Courier docket etc. are to be uplo aded in GeM portal while updating dispatch details in GeM portal
37.	Seller Tax invoices (Original for Recipient + Duplicate for Transporter) eit her in Original hard copies or Digitally Signed Soft copies along with copy of LR + E-Way bill are to be sent to the buyer
38.	Bidder financial standing: The bidder should not be under liquidation, co urt receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
39.	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.
40.	Any other conditions which might have been quoted by the seller and ar e in contravention to the terms prescribed in the Enquiry documents and which have not been specifically accepted in by purchaser will not be ap plicable to the contract.

41. 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 th e Contract or any part thereof by a written notice to the Seller, if: The Seller fails to comply with any material term of the Contract. The Seller informs Buyer of its inability to deliver the Material(s) or any p art thereof within the stipulated Delivery Period or such inability otherwis e becomes apparent. The Seller fails to deliver the Material(s) or any part thereof within the sti pulated Delivery Period and/or to replace/rectify any rejected or defectiv e Material(s) promptly.

The Seller becomes bankrupt or goes into liquidation.

The Seller makes a general assignment for the benefit of creditors.

A receiver is appointed for any substantial property owned by the Seller.

The Seller has misrepresented to Buyer, acting on which misrepresentati on Buyer has placed the Purchase Order on the Seller.

42. 1 BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable t o BHEL.

Before quoting kindly refer Specification document.

Vendor's Confirmation/Acceptance are to be filled in the following documents;

- A. Technical Specifications
- **B. Vendor Qualifying Criteria**

Annexure A: Additional Terms and Conditions for GeM Enquiry.

**Delivery Location:** 

**MANAGER / STORES WARD 16 BHARAT HEAVY ELECTRICALS LIMITED HPBP TRICHY PINCODE 620014** 

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:-

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- 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---