



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/5194307

Dated/दिनांक : 24-07-2024

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	14-08-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	14-08-2024 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (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	10110009-heap, Haridwar
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	TRANSFORMER RECTIFIER
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,OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
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

**Bid Details/बिड विवरण**

<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**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	15

(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 :**

BHEL HEEP HARIDWAR

10110009-HEEP, Haridwar, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises  
(Bhel Heep Haridwar)

**Splitting/विभाजन**

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

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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 will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE 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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. 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

## TRANSFORMER RECTIFIER ( 1 pieces )

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

### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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### Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	5%
Number of days allowed for ICT after site readiness communication to seller	30 Days/दिन
ITC Available On GST	100%
ITC Available On GST Cess	100%

**Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details**

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	100%

**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	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	1	84

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

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	TECHNICAL SPECIFICATIONS <a href="#">View</a>	TECHNICAL SPECIFICATIONS	TRANSFORMER RECTIFIER(1)
2	PQR <a href="#">View</a>	PQR	TRANSFORMER RECTIFIER(1)
3	LOCAL CONTAIN FORMAT <a href="#">View</a>	LOCAL CONTAIN FORMAT	TRANSFORMER RECTIFIER(1)

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

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

### 1. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

### 2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

## **SPECIAL TERMS AND CONDITIONS**

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Sl. No.	Material Code & Item Description	Total Quantity (No)	Date for Supply Completion
1.	<b>Material Code:</b> ZWG026001012 TRANSFORMER RECTIFIER AS PER ENCLOSED SPECIFICATIONS	01 No	Delivery is required within 84 days from the date of placement of Purchase Order.

- PAYMENT TERM:** 80% payment of Supply value shall be made within 45 days for MSE, 60 days for Medium Enterprises and 90 days for Non-MSE from the date of receipt of material at BHEL Haridwar. Balance 20% of Supply value will be paid after successful erection and commissioning by Supplier at BHEL Haridwar along with submission of Performance Bank Guarantee (PBG) valid for 15 months from the date of successful commissioning by Supplier from any of the scheduled Banks/Public financial Institutions as defined in the companies Act. of BHEL for 5% of total PO Value in the prescribed Format. These 15 months are included of 90 days of claim period.
- ERECTION & COMMISSIONING** - Erection & Commissioning (E&C) value will include services to be rendered at BHEL like erection, commissioning, job proving, performance tests, training to operators etc. (Whichever is applicable for this case).

The estimated percentage of erection & commissioning value is: 5.0 % of total material cost.

E&C value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated in NIT & accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment.

4. **ERECTION & COMMISSIONING TIME PERIOD:** Time period required for E&C: 30 days from the first intimation by BHEL.
5. **CHARGES FOR SERVICES AT BHEL HARIDWAR:** Prices offered on GeM portal shall be inclusive for complete scope of work.

**6. Penalty for Delay in 'SUPPLY' and 'E&C':**

For the purpose of Liquidated Damages for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.

Liquidated Damages on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Liquidated Damages will be considered separately for 'Supply' and 'E&C'.

**A. For delay in Supply:**

The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C).

**B. For Delay in Erection & Commissioning:**

The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).

Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).

**7. Evaluation shall be done on Total Landed Cost to BHEL Haridwar.**

Total Landed Cost to BHEL includes Material cost, E & C, Insurance charge, Freight charges & GST etc

**8. Date of Part-1 Opening shall be considered for Cost Evaluation Process.**

**9. The evaluation currency for this tender shall be INR.**

**10. Delivery Basis: FOR BHEL Haridwar Basis.**

**11. PRE-DISPATCH INSPECTION CLAUSE: BHEL is authorized to pre-inspect the material at vendor's works. The material will be dispatched only after getting clearance from BHEL.**

Bidders should give Pre-Dispatch Inspection (PDI) call at least 14 days before the scheduled delivery date. If supplier fails to give pre-inspection call within stipulated time, this will not be a reason of penalty waiver or delivery extension. Travel, Lodging & Boarding charges of BHEL inspectors / trainees during pre-inspection and training will be borne by BHEL.

**12. Delivery Period: Delivery is required by within 84 days from the date of placement of PO.**

**13. PERFORMANCE BANK GUARANTEE (PBG):** Performance Bank Guarantee (PBG) valid for **15 months** (from the date of successful commissioning of material at BHEL Haridwar.) from any of the scheduled Banks/Public financial Institutions as defined in the companies Act. of BHEL for 5% of total PO Value in the prescribed Format in the currency of order. The PBG confirmation charges shall be borne by vendor. This bank guarantee shall have to be submitted before release of last balance payment. The Performance Bank Guarantee shall not carry any interest.

**14. ATTENDING TO ANY COMPLAINT DURING WARRANTY PERIOD:** Vendor will have to ensure reputation of their people for attending to any complaint during Warranty period within 6 days of intimation.

In case of delay BHEL will be within their rights to get the job completed at the risk and cost of the supplier.

**15.** Purchaser i.e. BHEL, Haridwar reserves the right to cancel this GEM custom Bid Tender Enquiry at any stage of Tender Enquiry but, before Purchase Order Placement on GeM Portal. BHEL Haridwar shall not be liable to any of the bidder/or any other agencies to tell the reason for cancellation of this GEM custom Bid Tender Enquiry. In this matter the decision of Purchase which is BHEL Haridwar shall be final and can't be challenged in any court of Law.

**16. EARNEST MONEY DEPOSIT (EMD):** Not required.

**17. Settlement of Disputes:**

If any dispute, controversy or claim arising out of, relating to, or in connection with, this contract, or the breach, termination or validity thereof, arises, both parties hereto shall endeavor to settle such dispute amicably. Should this attempt fail, the disputes between the parties shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts (which attempt shall continue for not less than 30 days); give 30 days' notice, in writing, invoking arbitration and calling upon the other party to constitute the tribunal as provided.

All or any such disputes or differences arising between the parties to this contract shall be referred to an Arbitral Tribunal consisting of single arbitrators. Sole arbitrator shall be appointed on mutually agreed by both the parties.

The place of arbitration shall be New Delhi for foreign vendors. The language of arbitration shall be English. The substantive law applicable to the substance of the dispute shall be the Indian Law. GISTC clause may be referred for this clause.

For Indigenous Source. The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction.

**18. Conciliation Clause:** Model conciliation clause for conduction conciliation proceedings under the BHEL conciliation scheme, 2018 will be applicable against this enquiry.

**19. Arbitration Clause:**

In case of any dispute arising out of or in connection with this contract, the same shall be referred to

arbitration under Arbitration & Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat & venue of arbitration shall be Haridwar. The proceedings shall be conducted in English. The governing law of the contract shall be the substantive Law of India.

## **20. Breach of contract, Remedies and Termination**

In case of breach of contract, recovery of 10% of total contract value shall be applicable. Recovery shall be done by encashing security instruments like Contract Execution Bank Guarantee, performance bank guarantee. In case value of security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies shall be pursued. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

## **21. Force Majeure Clause**

- a) Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc.
- b. The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate the contractor for expenses.
- c. Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months.
- d. Evidence for this would be "Force Majeure" certificate issued by chamber of commerce of the concerned country.

## **22. War Like Situation**

If the war like situation has developed in a country where a vendor's works involved in this tender is located or there is political instability and Indian Embassy located in that country forbids dealing with the said vendor or advises for not having any business dealing with vendor located in such zone / region/ country, then BHEL reserves the right not to consider the offer of such a vendor or to cancel the order in case the order has already been placed and suspend further dealings till normalcy in the country/ region is confirmed by Indian Embassy.

## **23. Purchase Preference for (Make in India)**

For this procurement, the local content to categorize a supplier as a Class-I 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".

The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification (Format enclosed) that the item offered meets the minimum local content and shall give details of the location (s) at which the local value addition is made.



## **24. Action against Bidders / vendor / supplier / contractor in case of default:**

In order to protect the commercial interests of BHEL, BHEL shall take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.

Suspension of Business Dealings could be in the form of “Hold” or “Banning” a supplier/ contractor or a bidder and shall be as per “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” available at BHEL’s website <https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>

## **25. Taxes & duties**

GST Registration Number

Address of Principal place of Business

Type of Business

HSN Code, its description & rate of applicable GST for the offered material

Whether registered under Composite scheme of GST (Y/N).

It should be noted that the evaluation of the offers shall be done considering the taxation/benefits as applicable under GST.

Please submit your GST registration certificate.

Note: TDS as per Statutory guidelines will be deducted at source. Kindly submit your offer accordingly.

## **26. 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/Assembly

blies 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 authorize only one agent/dealer. There can be only one bid from the following:
  - 1. The principal manufacturer directly or through one Indian agent on his behalf and
  - 2. Indian/foreign agent on behalf of only one principal;
- 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."

**27.** The Bidders has to declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies / guidelines.

**28.** Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance 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 as per terms defined in NIT/ contract, from the bills along with due interest.

**29.** In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account.

Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid documents which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.

Attach separate sheet for additional information if necessary. The above terms & condition supersede the terms & conditions found contradictory written elsewhere in the offer.

Attach separate sheet for additional information if necessary. The above terms & condition supersede the terms & conditions found contradictory written elsewhere in the offer.

**30.** GST Input Tax Credit shall be applicable for this tender.

**31.** The equipment shall be 12 months Warrantee from the date of successful commissioning at BHEL Haridwar.

**32.** Operation and maintenance manual are required.

**33.** Spares are required as per Technical Specifications.

34. Early Delivery is acceptable.
35. O&M training to BHEL person shall be provided by vendor at time of successful commissioning of material at BHEL Haridwar
36. Technical Specification, PQR & above-mentioned Special Terms and Conditions of this tender enquiry shall prevail where any contradiction arises with GeM terms and conditions.
37. Price Bid Validity shall be 180 days from the date of part-1 opening.
38. The vendor needs to supply the items in line with the clauses of the attached technical specification and as per terms of the tender document.

**39. Restrictions under Rule 144(xi) of the General Financial Rules (GFRs)**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in procurement process.
- III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -
  - An entity incorporated, established or registered in such a country; or
  - A subsidiary of an entity incorporated, established or registered in such a country; or
  - An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - An entity whose beneficial owner is situated in such a country; or
  - An Indian (or other) agent of such an entity; or
  - A natural person who is a citizen of such a country; or
  - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
  - In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

40. For any kind of queries related to this tender enquiry, kindly contact following executives:

[prakriti@bhel.in](mailto:prakriti@bhel.in) /+91 9536858080/01334281961 & [ashishkumar.keshari@bhel.in](mailto:ashishkumar.keshari@bhel.in)  
919997459201/01334281961.

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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which share a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws. जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड दे वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने पर इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**