

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|---|---|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 26-10-2024 10:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 26-10-2024 10:30:00 |
| 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 | 10110009-heep, Haridwar |
| Total Quantity/कुल मात्रा | 5 |
| Item Category/मद केटेगरी | STATIONARY BLADE RING HPT; Item - W97310521315 , STATIONARY BLADE RING IPT -RHS-UPPER PART; Item - W97310621212 , STATIONARY BLADE RING IPT-RHS-LOWER PART; Item - W97310621220 , STATIONARY BLADE RING IPT-LHS UPPER PART; Item - W97310621239 , STATIONARY BLADE RING IPT-LHS LOWER PART; Item - W97310621247 |
| GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS | STATIONARY BLADE RING IPT-LHS LOWER PART |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS | Category not available on GeM for the text string uploaded by the buyer |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification | <ul style="list-style-type: none"> JigSaw Blade |
| 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 | Additional Doc 1 (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 |
| Do you want to show documents uploaded by bidders to all bidders participated in bid?/ | No |

| Bid Details/बिड विवरण | |
|--|---|
| 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 |
| Primary product category | STATIONARY BLADE RING HPT; Item - W97310521315 |
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 3 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 | Item wise evaluation/ |
| Arbitration Clause | Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts |
| Mediation Clause | Yes (Mediation clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and pre-litigation mediation can be taken up without any such clause also |

EMD Detail/ईएमडी विवरण

| | |
|---|---------------------|
| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
| Schedule 1 EMD Amount/ईएमडी राशि (In INR) | 50206 |
| Schedule 2 EMD Amount/ईएमडी राशि (In INR) | 43562 |
| Schedule 3 EMD Amount/ईएमडी राशि (In INR) | 43562 |
| Schedule 4 EMD Amount/ईएमडी राशि (In INR) | 42524 |
| Schedule 5 EMD Amount/ईएमडी राशि (In INR) | 42524 |

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).

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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). 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 :

HEEP, HARIDWAR

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता

Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

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 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. 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. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

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

Evaluation Method (Item 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:

| Evaluation Schedules | Item/Category | Quantity |
|-----------------------------|--|-----------------|
| Schedule 1 | Stationary Blade Ring Hpt; Item - W97310521315 | 1 |
| Schedule 2 | Stationary Blade Ring Ipt -rhs-upper Part; Item - W97310621212 | 1 |
| Schedule 3 | Stationary Blade Ring Ipt-rhs-lower Part; Item - W97310621220 | 1 |
| Schedule 4 | Stationary Blade Ring Ipt-lhs Upper Part; Item - W97310621239 | 1 |
| Schedule 5 | Stationary Blade Ring Ipt-lhs Lower Part; Item - W97310621247 | 1 |

STATIONARY BLADE RING HPT; Item - W97310521315 (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 | Download |
|---|--------------------------|

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% | NA |

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 | 360 |

STATIONARY BLADE RING IPT -RHS-UPPER PART; Item - W97310621212 (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

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|--|--------------------------|
| Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़ | Download |
|--|--------------------------|

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% | NA |

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 | 360 |

STATIONARY BLADE RING IPT-RHS-LOWER PART; Item - W97310621220 (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

| | |
|---|--------------------------|
| Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़ | Download |
|---|--------------------------|

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% | NA |

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 | 360 |

STATIONARY BLADE RING IPT-LHS UPPER PART; Item - W97310621239 (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

| | |
|---|--------------------------|
| Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़ | Download |
|---|--------------------------|

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% | NA |

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 | 360 |

STATIONARY BLADE RING IPT-LHS LOWER PART; Item - W97310621247 (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

| | |
|--|--------------------------|
| Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़ | Download |
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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% | NA |

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 | 360 |

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

ADDITIONAL TERMS & CONDITIONS

1. General Instructions:

- All interested vendors must submit the endorsed NDA (Annexure-NDA) well in time to BHEL for getting drawings and specifications. The duly filled NDA shall be submitted to following email ids : ateendra@bhel.in & deepakkumar1@bhel.in
- Kindly note, vendor to extend offer validity as & when required.
- Participation of bidders from countries sharing land borders with India shall be as per latest Govt. guide lines.
- Customer approval of vendor (if required) shall be taken for technically accepted vendors only. Price Bid Opening / Ordering shall be done for vendors which are customer approved vendor / acceptable to QAX.
- Guarantee or compliance certificate should be sent with each material. Material shall be accepted on the basis of guarantee/compliance certificate furnished by the supplier. If any material is found defective during use, the same will have to be replaced free of cost by the supplier.
- Latest guidelines of Government related to restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 shall be applicable.
- Vendor to offer best delivery schedule in line with BHEL tender requirement. Delivery is not sacrosanct. However, offer of vendors may not be considered whose quoted delivery does not suit BHEL requirement. Rest terms and conditions shall be as per GeM (Latest Version-applicable at the time of issuance of enquiry).
- Commercial offer other than GISTC & ATC (Except delivery schedule) submitted by vendor shall not be accepted.
- Additional Documents - All bidders to provide point wise reply/confirmation along with relevant supporting documents to each and every point of Pre-Qualification Requirement/PQR {Annexure-PQR}. Non-compliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry. Price bids shall be opened for only those bidders who qualify PQR and whose techno-commercial bid is acceptable to BHEL (both engineering & quality).

2. Quality Requirements –

- Customer controlled items. In case offer received from vendor which is not approved by customer, vendor's credentials are required for taking approval from customer.
- PROVISIONAL QUALITY REQUIREMENT:
- VENDORS TO FURNISH QP ALONG WITH OFFER FOR OUR REVIEW AND APPROVAL IN BHEL FORMAT.
- INSPECTION BY TPIA (LRQA/TUV/BV) FOR IMPORT AND BY BHEL/BHEL NOMINATED INSPECTION AGENCY TUV FOR INDIGENOUS AS PER BHEL APPROVED QP.
- SCOPE OF INSPECTION AGENCY AS PER ORDERING DRAWING & SPECIFICATIONS SHALL BE AS UNDER:

- (i) FOR RAW MATERIAL: WITNESSING OF MECHANICAL PROPERTIES, NDT, VISUAL & DIMENSIONAL CHECK AND REVIEW OF REMAINING TCS AS PER ORDERING DRAWING & SPEC.
- (ii) FINAL STAGE TESTING: AS APPLICABLE, WITNESSING OF MECHANICAL PROPERTIES, HARDNESS , DPT, SURFACE FINISH, VISUAL & DIMENSIONAL CHECK (INCLUDING CHECK OF THROAT OPENING) , DEMAGNETISATION CHECK (IF ANY) AND REVIEW OF IN PROCESS STEPS LIKE STRESS RELIEVING (IF ANY).
- CUSTOMER CONTROL W.R.T VENDOR APPROVAL AND VENDOR QP APPROVAL SHALL BE INTIMATE D BEFORE PRICE BID OPENING.

3. Item Details-

- Item Code W97310521315

DRG: 01052132501 VAR00 REV: 00

STATIONARY BLADE RING HPT. MANUFACTURING AND INSPECTION TO BE DONE AS PER STANDAR D ST32001. SPEC: HW19469 REV: 03 GRADE: X12CRMOWVNB10-1-1

- Item Code W97310621212

DRG: 01062130100 VAR01 REV: 01

STATIONARY BLADE RINGIPT -RHS-UPPER PART (01062130100 VAR01) SPEC: HW19469 REV: 03

- Item Code W97310621220

DRG: 01062130100 VAR02 REV: 01

STATIONARY BLADE RINGIPT-RHS-LOWER PART (01062130100 VAR02) SPEC: HW19469 REV: 03

- Item Code W97310621239

DRG: 01062130200 VAR01 REV: 01

STATIONARY BLADE RINGIPT-LHS UPPER PART (01062130200 VAR01) SPEC: HW19469 REV: 03

- Item Code W97310621247

DRG: 01062130200 VAR02 REV: 01

STATIONARY BLADE RINGIPT-LHS LOWER PART (01062130200 VAR02). SPEC: HW19469 REV: 03

5. Payment term:

Payment terms shall be as per followings:

For Non-MSEs bidder:

100% payment along with taxes, freight & insurance will be made within 90 days from the date of CRAC.

For MSEs bidder:

For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, the payment will be made within 45 days from the date of CRAC or as prescribed in the relevant act. Benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves."

For Medium Enterprises:

100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 60 days from the date of CRAC.

6. 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 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. "

• The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL. If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions.

7. Participation of bidders from countries sharing land borders with India shall be as per latest Govt. guide lines.

8. 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.

9. Action against Bidders / vendor / supplier / contractor in case of default:

In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / 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>".

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.

10. Rest terms and conditions shall be as per GeM (Latest Version- applicable at the time of issuance of enquiry).

2. **Buyer Added Bid Specific ATC**

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

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. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

5. **Warranty**

Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

6. **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 %.

7. **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.

8. **Generic**

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

9. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

10. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

11. **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.

12. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

13. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

BHARAT HEAVY ELECTRICALS LIMITED
payable at
HARIDWAR

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

14. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of

BHARAT HEAVY ELECTRICALS LIMITED
payable at
HARIDWAR

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

15. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

BHARAT HEAVY ELECTRICALS LIMITED
Account No.
10667995458
IFSC Code
SBIN0000586
Bank Name
STATE BANKE OF INDIA
Branch address
SECTOR 5, RANIPUR, HARIDWAR

Bidder to indicate bid number and name of bidding 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 along with bid.

16. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

BHARAT HEAVY ELECTRICALS LIMITED
payable at
HARIDWAR

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

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. 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 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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---