

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	20-12-2024 10:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	20-12-2024 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	Boiler Auxiliaries Plant Ranipet
Total Quantity/कुल मात्रा	6
Item Category/मद केटेगरी	Inlet Suction Silencer for Blowers
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Inlet Suction Silencer
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Closed Suction Set (V2), High Vacuum Suction Machine (V2), Portable Suction Machine (V2), Manual Suction Unit (V2), Suction Catheters (V2), Suction Cannula (V2), Syringe Filter, End Suction Pump, Suction/Irrigation Tube, Yankauer Suction Set
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Centrifugal Fan Blower
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	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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

Bid Details/बिड विवरण	
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	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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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.

Inlet Suction Silencer For Blowers (6 set)

(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
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Venugopal Thirugnanasambandam	632406,INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET	6	90

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Subject: Requirement for “**Supply of Suction Silencer for Oxidation Blower**”.

- 1. Scope of supply:** As subjected above in confirmation with Quality plan, drawing and technical Specification(s), The package items consist as below

Sl.	Description	Qty	Unit	Delivery Location
1.	L15091FW23003001 L15101FW23003001 L15111FW23003001 Supply of Suction Silencer for Oxidation Blower as per attached Technical Specification and Drawing	6	NO	AGM/ERECTION NTPC Limited Bongaigon TPS, P.O SALAKATI KOKRAJHAR DIST, ASSAM Pin-783369 GST: 18AAACN0255D1ZX

- 2. List of documents** mentioned below to be submitted by bidder on GeM portal as a token of acceptance:

SL	Documents Details	Bidders Action
2.1	Pre-Qualification Requirement (PQR)	As specified in Tech Spec
2.2	Financial PQR	Not Applicable
2.3	Technical Specification along with all Annexures (BOQ, Drawings, Data sheet, Paint Scheme, manufacturing process, etc.) and Customer Specification	Fill it, put Seal & Sign
2.4	Quality requirement- Contract Quality Requirement (CQR), Annexure Q-Quality terms, MQP/QAP/RQP etc	Fill it, put Seal & Sign
2.5	Tender Deviation Sheet* - If any	Fill it, put Seal & Sign. In case of no deviations, fill “ NIL DEVIATION”, put seal and Sign
2.6	Commercial requirements – MII form 1 & 2 declaration	Use the attached format on your company letterhead, fill it, put Seal & Sign, and have it vetted/endorsed by a statutory auditor or cost auditor. Please note that Since full quantity is proposed to be bought as a single package, 100% will be counter-offered to MII Class I local supplier
2.7	Commercial requirements – Integrity Pact	Not Applicable

2.8	Commercial requirements –BG, EMD etc	Not Applicable
2.9	Commercial requirements–Conflict of Interest	Use the attached format on your company letterhead, fill it, put Seal & Sign.
2.10	Udyam Registration Certificate for MSME bidder	Submit latest copy. Please note that 100% counter offer will be made to MSE as per Clause 4c (b) ii for non-divisible items as per DOE circular dated 18.05.2023
2.11	Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings	Use the attached format on your company letterhead, fill it, put Seal & Sign.
2.12	Declaration for relation in BHEL	Use the attached format on your company letterhead, fill it, put Seal & Sign.

* Any **deviations** must be recorded exclusively in the "Tender Deviation Sheet." Any deviations mentioned elsewhere by the bidder will be disregarded and considered null and void. If there are no deviations, a "NIL DEVIATION" sheet shall be submitted. If the bidder fails to submit either, it will be assumed that there are no deviations. **BHEL reserves the right to reject the bidder due to any deviations in the tender terms.**

Note: (a) Qualification of bidder as per the evaluation by BHEL and/or Customer.

(b) Detailed breakup priced list to be submitted by L1 bidder only, after Price Bid/ RA/Negotiation before the release of order as per the demand by BHEL for issue of PO.

(c). Financial PQR (if applicable, strictly as per GeM Bid): Bidder to submit the Audited balance sheet along with Profit and Loss account for any previous three year out of previous 5 years (Any one : FY 2022-2023 or 2021-2022 or 2020-2021 or 2019-2020 or 2018-19)", to meet the Financial PQR condition, if applicable.

(d). Related regulation on EMD, BG (CEPG, CPBG, PBG, ABG etc.), Integrity pact, Land border sharing country declaration, breach of contract, Process/rules between bid publish to ordering and thereafter, Liquidated damage, legal obligations, conflict of interest, preference to MSE & MII and other commercial and general terms etc including waive off (any of tender requirements) shall be as per GeM GTC and Govt of India guidelines. All the standard forms and formats are given in tender are equally valid as the forms and formats are available in GeM portal, the same is accepted at par by BHEL.

(e) E&C, installation, PG test, trial run including supervision of any activity at site/BHEL, if applicable: as per technical requirement and as per BHEL call. Separate visit shall be applicable for each set of the respective line item. For example, if there is 100 set for erection or installation or commissioning or PG test, there shall be 100 visits applicable. Payment shall be made per visit case. This shall be completed as per BHEL call and site readiness.

3. Post PO Activities from PO release to Manufacturing clearance:

3.1. Release of PO and intimation and issue: Released PO shall be uploaded online at <https://bap.bhel.com/mm/>. User id is vendor code, proceed through forgot password if password is not known.

3.2. PO Acceptance: PO shall be acknowledged online in 5 days, otherwise shall be treated as accepted by seller in toto. Prompt mail shall be forwarded by online system.

3.3. Submission of documents (Drawing, Data sheet, QAP etc) - To be submitted online within 15 days from the date of PO acknowledgement, for review and approval by

BHEL/Customer. In case any comments issued, resubmission of revised document as required, shall be submitted online after incorporating all the comments along with comment-resolution sheet, within 10 days from the date of issue of comments, for review and approval. The process continues till the final approval.

- 3.4. Post PO Documents Submission Delay Case:** In case there are delays in the submission of drawings, documents, data sheets, or quality plans beyond these specified days, those many days of delay by the bidder will be reduced from the delivery period mentioned in this GeM bid. Any delay in submission beyond the stipulated time will reduce the ultimate delivery time.

Illustration of delay analysis:

	Date	Delay	Remarks
PO sent to the vendor on	22-11-2021		
Initial drawings submitted by the vendor	11-04-2022	(11-04-2022) minus (22-11-2021) minus 15 days, which is 125 days delay.	Delay of 125 days accounted on the vendor.
Reply by BHEL with comments in drawings	01-05-2022	20 days	No delay accounted on the vendor.
Reply by the vendor against BHEL comments	12-05-2022	1 day	1-day delay will be accounted on the vendor as resubmission is in 11 days instead of 10 days.

In the above case, delay by the vendor is 126 days.

Say the delivery period in the GeM bid is 240 days

The final delivery period will be $240 - 126 = 114$ days

- 3.5. Approval required before manufacturing:** (1) Approval of drawings, documents, and data sheets from BHEL Engineering. (2) Quality Plan approval from BHEL QC, and thereafter **explicit manufacturing clearance by BHEL.**

- 3.6. Manufacturing clearance:** After issue of explicit manufacturing clearance by BHEL (**mail or through online system**) only, **manufacturing shall be initiated.** Manufacturing shall be as per the attached technical specification in the bid, approved drawing, quality plan, and data sheet. In the mutual interest of BHEL Ranipet and the bidder, the successful bidder on placement of the PO has to **start manufacturing only after explicit manufacturing clearance from BHEL**, which will be provided only after the approval of all applicable drawings and documents. If the bidder makes any investment/expense in manufacturing without obtaining explicit manufacturing clearance from BHEL, then the bidder will be solely responsible for the investment/expense. The bidder cannot claim any extra cost or damage charges from BHEL if manufacturing started without BHEL manufacturing clearance.

- 3.7. Delivery extension:**

a). If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery extension' is granted to the Supplier/Vendor for completion of supply, due to backlog attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor.

b). In case BHEL increase the quantity during currency of the contract in line with quantity variation clause of GeM bid, delivery extension on pro-rata basis shall be given for supply of these additional quantity.

- 4. Post Manufacturing to Final inspection (Pre dispatch inspection) - BHEL reserves the right to inspect the material during manufacturing and also to get tested the material under dispatch from third party. The test results of third party test shall be final and binding on the Supplier/Vendor. BHEL will reserve the right to inspect/test the material during/after manufacturing at suppliers' works, and/or at BHEL Site. In case of rejection at any stage, Supplier/Vendor shall be liable to replace the materials at his own cost.**
- 4.1. Inspection call** - An inspection call should be raised by the supplier in the BHEL CQIR portal in advance of **3 (three) days** before the actual date of the requirement for inspection through the website (<https://cqir.bhel.in/>). If the bidder is a first-time supplier to BHEL, he has to register himself on the portal to be able to offer an inspection request. Procedures are available at home page of portal, named as "Help File for suppliers"
- 4.2. Inspection** - Online allocation of inspector shall be taken care by system. Joint inspection applicable as per categorisation plan inline with quality terms. Inspection shall be conducted by BHEL/Authorised Inspection Agency (TPI-Third Party Inspection) and end customer/NTPC/others (joint inspection, if applicable) before despatch at the supplier's works (as per quality terms and quality plan). Inspection includes painting and packing, as applicable. While bidding, the bidder should consider **7 (seven) days** for inspection from the date of inspection call-raising on the BHEL CQIR portal for inspection. Any delay in inspection beyond 7 (seven) days shall be on the part of the buyer. After the completion of the inspection, all the documents related to testing and inspection should be submitted to BHEL-Ranipet for review and dispatch clearance.
- 4.3. PDI cost and duration** - Travel and other local stay cost for the inspectors sent by BHEL will be to BHEL account, but other inspection charges, if any, shall be to the account of the sellers only. For in-house testing, the sellers will provide necessary facilities at free of cost. Any delay in inspection beyond 7 days shall be on the part of the buyer.
- 4.4. After successful inspection** (material acceptance by TPI as per cqir report) - All the Test and inspection reports shall be sent to BHEL-Ranipet for review and Packing clearance. In case of stage inspection, or rejection, fresh inspection call to be raised. The process continues till the final acceptance. If materials not cleared in 3 inspections, materials shall be rejected and PO will be short closed. Upon review of documents, Packing clearance shall be provided.
- 5. Post inspection phase - Packing to dispatch**
- 5.1. Transit insurance:** Transit insurance is in the scope of supplier. [Supplier/Vendor shall insure the material at their cost for transportation.](#) Policy details and insurance copy may be provided along with invoice.
- 5.2. Packing requirement:** The photos of sample packing with packing list, weight details shall be shared after inspection and before final packing for BHEL acceptance/approval and release of GMS by Engineering-BAP.
- 5.3. Packing methodology unless stated otherwise :**
- 5.3.1.** Packing shall be waterproof and as per tender technical specification, unless stated otherwise, and the material code with description & Supplier name shall be marked on the packing. Every package may further split-up in various lots as the case. Marking on packing shall be as per requirement of BHEL, details shall be shared after inspection.
- 5.3.2.** The supplier shall ensure for proper packing and handling of materials at various transit points to avoid damage to the materials. The packing shall be enough strong and durable to withstand without limitation, the entire journey during transit including transshipment, if any, rough handling, open storage etc, without any damage, deterioration etc.
- 5.3.3.** Size and dimension: dimensional and weight constraints shall be taken care for remote/hilly area destination or during transit.
- 5.4. Dispatch clearance - MDCC** will be issued upon receipt for dispatch as per terms. All finished products and materials should be dispatched to the consignee only after the receipt of explicit dispatch clearance from BHEL. Dispatch clearance will be issued only after the supplier submits a valid or accepted final inspection report (CQIR) along with test certificates, a packing list, and relevant technical documents for BHEL acceptance or approval. The bidder has to keep the materials safe until the date of dispatch clearance. In the event of force majeure or our organisational requirements, dispatch clearance may take longer than anticipated or s

specified in the tender or purchase order. Any delay in dispatch clearance shall be on the part of the buyer. Pls send us the copy of LR and invoice for registration of dispatch in BHEL system.

No material shall be dispatched by supplier unless and until Material Dispatch Clearance Certificate (MDCC) issued by BHEL Site. In case any material is dispatched without MDCC and any loss is incurred by Supplier/Vendor for any reason whatsoever, BHEL shall not be responsible in any manner to compensate the supplier in this regard.

5.5. Post-Despatch Inspection and Acceptance: The consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the buyer or consignee or its nominated external inspection agency prior to the goods' shipment. Any transit damage shall be accounted to seller. It is suggested to have transit insurance for full value of items as per invoice.

5.6. Guarantee/Warranty Certificate: Unless stated otherwise in the technical specification of the tender document, the guarantee/warranty certificate shall be **12 (Twelve) months** from the date of commissioning or putting into use or **18 (Eighteen) months** from the dispatch, whichever is earlier.

5.7. Dispatch docs – Scanned copies of LR and [GST compliance](#) invoice along with photos of all the boxes with box No and other details marked on boxes shall be sent to BHEL for Dispatch declaration.

6. Post dispatch Billing and Payment

6.1. Document Submission for Billing: Original document (invoice in triplicate, Guarantee certificate, BG and LR) along with copy of delivery proof shall be sent to BHEL Ranipet. Invoice must contain BHEL Po No, Material code and description as per BHEL PO.

6.2. All the taxation as per BHEL Ranipet GST. Digitally signed invoices may be uploaded at BHEL-Ranipet B2B portal <https://bap.bhel.com/mm/index.jsp?log=yes>, after GR and UD (UD is applicable for delivery at BHEL Ranipet Store only). All the payment and deduction, if any, are displayed here. Hard copy signed invoices, shall be sent to Purchase-Ranipet, PO issuing official.

6.3. Invoices will be on hold if any document is not submitted including BG, as applicable. It is mandatory to send a Structured Financial Messaging System (SFMS) confirmation message when issuing a bank guarantee (BG). The issuing bank must send the SFMS message to the beneficiary's bank (**SBI MUKUNDARAYAPURAM (IFSC SBIN0007013)**) to confirm the BG. The SFMS message should be sent for any new BG using the e-message ID IFN 760 COV, and for any BG amendment using the e-message ID IFN 767 COV. The SFMS confirmation message must be printed and attached to the hardcopy of the BG when submitting it. The BG will not be accepted without the SFMS Delivery Report. The above is required in all BG receipts to ensure the authenticity of BGs.

6.4. Deductions:

6.4.1. There shall be statutory deductions as GST-TDS, IT-TDS etc.

6.4.2. Deductions against LD if any shall be for the period of delay between PO delivery due date and Material supply date (Site acknowledgement date). In case, there is delay in any of activity by BHEL due to which manufacturing and delivery activity is delayed, supplier shall provide the details of such cases for extension of delivery due date of PO.

7. Commercial terms:

7.1. Quote/ Bid Price: The landed price shall be inclusive of packing and forwarding charges, Taxes/GST, freight, insurance, etc. A detailed breakdown, along with BBU/BoM, shall be provided by the bidder after price bid/ RA/negotiation for the release of the order. The receipt of the quote shall be treated as an offer in agreement with all the techno-commercial terms and conditions, unless deviation exclusively mentioned & submitted along with the offer in the BHEL deviation sheet.

7.2. Delivery Destination: As per NIT ATC Table. [Ship to as per the destination as tabulated in scope of supply. Bill to BHEL Ranipet. All the taxations as per BHEL Ranipet details.](#)

7.3. Delivery period: Mentioned in this Gem bid.

7.4. Delivery period commencement: As mentioned in this GeM bid, it will commence from the date of explicit manufacturing clearance given by BHEL and not from the date of approval of all applicable documents submitted by the vendor during the execution of the PO. The bidder should consider the time requirement for all the activities like manufacturing, inspection call raising, inspection, packing, forwarding, transport arrangements, and finally dispatching the material to the consignee address within the agreed tender delivery period. The delivery date will be reckoned as the store acknowledgement date mentioned on the LR copy for stores at BHEL Ranipet or the site acknowledgement date mentioned on the LR copy for BHEL project sites. A successful bidder has to complete the supply of material at the consignee address on or before the PO delivery date. Delay in delivery will be subjected to liquidated damages (LD) as per the BHEL PO clause.

7.5. Delivery required date: Bidder to quote the best possible delivery from the date of manufacturing clearance. Abnormal quoted delivery, liable for rejection of offer.

7.6. Offer rejection: Any offer Quote may be rejected on following grounds. Non-Performer, Under performer, Hold, banned, suspended, Pending PO's for which delivery date over and material not supplied, Pending legal cases against bidder.

7.7. Payment terms:

(a) For supply of goods only: 100% payment through NEFT within 90 days (45 days for MSE and 60 days for Medium category for MSME quote and UDYAM registration certificate submission) after receipt and acceptance of material based on delivery acknowledgement slip and guarantee certificate as per bid.

Type of Bidder	100% of Payment within
Micro & small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

The payment timeline starts from the date of receipt and acceptance of material at BHEL stores (for material dispatched to BHEL stores) or the date of site acknowledgement of receipt of materials (for material dispatched to BHEL project sites).

~~**(b) E/I & C with PG test applicable: For supply**, 90% payment (80% on material and 10% on BG if applicable) through NEFT within 90 days (45 days for MSE and 60 days for Medium category for MSME quote and UDYAM registration certificate submission) after receipt and acceptance of material based on delivery acknowledgement slip and guarantee certificate for 18 months. **CPBG** (as per BHEL format/ GeM) shall be submitted as per bid and GeM GTC. **Balance 10% of supply** and 100% of Supervision (if applicable) shall be paid after installation based on site ack. In case site is not ready in 6 months from the date of receipt of materials, Payment of balance 10% shall be paid against proforma commercial invoice. **If E&C not applicable**, this portion shall be paid along with supply. In case of delayed submission of BG, penalty applicable with/as enhanced value, as per BHEL guidelines. **For E&C and spares (as applicable):** 100% pay upon completion of delivery.~~

~~**(c)** In case of BG not submitted as per bid/PO, deducted amount (10% of PO value or equivalent to BG value, whichever is higher) will be paid after the BG period (period including 2 months excess of guarantee/warranty period and all other contractual obligations).~~

(d) NO INTEREST PAYABLE TO CONTRACTOR - No interest shall be payable on the security deposit or any other money due to the Contractor".

7.8. Document Submission for Billing: A successful bidder, upon receipt of the purchase order and completion of the supply, should submit below mentioned documents in hard copy to BHEL for payment processing:

- GST-compliant invoice: 3 copies (original, duplicate, and triplicate);
- Proof of delivery as Site-acknowledged LR copy (**For dispatches to BHEL project sites**);

- LR original copy (**For all the dispatches**);
- Guarantee / Warrantee Certificate

Note: Digitally signed Invoice should contain the material code for each item billed, as mentioned in the PO. Invoices shall be uploaded to the <https://bap.bhel.com/m/index.jsp?log=yes> portal after GR and UD (UD is applicable for delivery at the BHEL Ranipet Store only). All the payments and deductions, if any, are displayed here. In the event of any discrepancy, the submitted invoice will be rejected and re-submitted by the supplier.

8. General terms Applicable as below:

8.1. Conflict of Interest: A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anticompetitive 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:

- They have controlling partner (s) in common; or
- They receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- They have the same legal representative/agent for purposes of this bid; or
- 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
- 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
- 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:
 - The principal manufacturer directly or through one Indian agent on his behalf; and
 - Indian/foreign agent on behalf of only one principal, or
- 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
- 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. "
- Bidder to indicate if any of the point/points above from point (a) to (h) is/are applicable or else it will be treated as none of these points are applicable to the bidder.

8.2. Integrity Pact (IP):

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL:

Sl.	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized si

~~gnatory) along with techno-commercial bid (Part-I, in case of two / three-part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.~~

~~(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.~~

8.3. Order of precedence - In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.
- b. Buyer Added Bid Specific ATC
- c. GeM Bid / Technical Conditions of Contract (TCC) / GeM GTC

9. Deviation and rejection

9.1. No deviation offer, treatment conditions - By submitting your offer for this bid, deemed as bidder consent to agreeing to the above additional terms and conditions in toto, unless otherwise separate deviation sheet attached.

9.2. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.

9.3. 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/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

10. Queries: Bidder may raise the query or representation through GeM Website: <https://gem.gov.in> or GeM Email: helpdesk-gem@gov.in. Bidder may email the query to the below email ID, mentioning the GeM bid number and name of materials in the subject line of the email.

Contact details for this tender:

Name: Dheeraj Kumar	Name: Pradip Chandra Baro
Designation: Manager	Designation: AGM
Department: Purchase MM	Department: Purchase MM
Address: BHEL BAP Ranipet	Address: BHEL BAP Ranipet
Phone: - 0417 228 4314/ 9442549145	Phone: 0417 228 4395
Email: dheerajkumar@bhel.in	Email: pradipcbaro@bhel.in

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---