

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	11-03-2025 19:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	11-03-2025 19:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	120 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Heavy Industries And Public Enterprises
<b>Department Name/विभाग का नाम</b>	Department Of Heavy Industry
<b>Organisation Name/संगठन का नाम</b>	Bharat Heavy Electricals Limited (bhel)
<b>Office Name/कार्यालय का नाम</b>	10110009-heep, Haridwar
<b>क्रेता ईमेल/Buyer Email</b>	buyer339.bhelb.ua@gembuyer.in
<b>Total Quantity/कुल मात्रा</b>	18000
<b>Item Category/मद केटेगरी</b>	CARBON DOIXIDE GAS AA5440007016
<b>GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS</b>	CARBON DOIXIDE GAS
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Carbon Dioxide as per IS 307, Portable Fire Extinguishers (V2) as per IS 15683:2018, Carbon Cleaner, Refillable Seamless Steel Gas Cylinders, Carbon Bush, knife blades, Carbon brush, Refrigerant Gas, Calibration Gas, Gas Analyser
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>Carbon Dioxide as per IS 307</li> </ul>
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
ITC available to buyer/क्रिता 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	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within <b>90</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	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 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. 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

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

## **CARBON DOIXIDE GAS AA5440007016 ( 18000 kilogram )**

**(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	<a href="#">Download</a>
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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%	100%

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

DrawingDocument1	<a href="#">View</a>
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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	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	18000	457

**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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

**2. Generic**

After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 5 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 5 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing– the delivery period shall be refixed without LD for the period of delay in approval of Drawing.

**3. 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 %.

#### 4. 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.

#### 5. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

#### 6. Generic

**End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

#### 7. 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.

#### 8. Scope of Supply

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

#### 9. Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

#### 10. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### **MATERIAL DESCRIPTION & SPECIFICATION (Catalogue)**

Enquiry Srl No.	Item Detail	BHEL Material code
1.	CARBON DIXIDE GAS GRADE-1 SPEC: AA54407 REV: 01 SIZE: GR.	AA5440007016- 1800 0kg

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S N o	Tender Term and Condition	Confirmation from bidder
General Requirements		

1	Bidder to provide the documents as per pre-qualification requirements (PQR).	
2	Bidder who fails to qualify Pre-qualification requirement, their offer will not be considered for technical evaluation and price bid opening part (part -2 of this tender)	
3	Bidder to confirm that their quoted unit price in this tender is all-inclusive of basic rate, freight, insurance, packing & forwarding charges & any other charges if applicable + applicable GST + <b>transportation cost of return of empty cylinder.</b>	
4	Offers of non BHEL approved bidder for this item will be considered for further processing for part- 2 bid, which have submitted endorsed copy of NDA and cleared the technical scrutiny.	
5	Bidder to confirm that their quoted unit price in this tender is all-inclusive of basic rate, freight, insurance, packing & forwarding charges & any other charges if applicable + applicable GST	
6	Bidder to inform % of GST	
7	Bidder to confirm to delivery Gas <b>on intimation</b> from Buyer to <b>CS X Store, BHEL Haridwar. The minimum intimation quantity shall be 60 cylinders (1800 Kg of Gas)</b>  <b>Bidder is bound to deliver Gas within contractual delivery of 15 months days from Contract/PO.</b>	
8	<b>Bidder to delivery gas within 20 days from intimation.</b> In case of delay in delivery, penalty shall be applicable as per GeM term of the delayed lot supply. Bidder to confirm.	
9	Bidder to confirm for <b>40 days free rental period</b> of delivered Co 2 cylinder from the date of receipt of cylinder.	
10	Rest Term and condition shall be as per GeM Term and condition. Bidder to confirm	
11	Bidder shall submit technical offer without commercial terms as per tender requirement.	
12	Bidder shall confirm that Risk Purchase/Arbitration/Force Majeure clause shall remain as per GEM	
13	Bidder to submit test Certificate along with supply.	
14	Bidder to inform capacity of each cylinder.	

15	Gas Cylinders should be tested as per Gas Cylinder Rule 2016.  Bidder to confirm.	
16	<p><b>Breach of contract, Remedies and Termination:</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>i. from dues available in the form of Bills payable to defaulted supplier against the same contract.</li> <li>ii. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit</li> <li>iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.</li> </ul> <p>Further, levy of liquidated damages, debarment, termination, de-stocking, short-closure, etc., will be applied as per provisions of the contract.</p>	
17	The Supplier shall submit Material Safety Data Sheet along with each supply delivery.  Bidder to confirm.	
18	<p>Bidder to confirm <b>MINIMUM LOCAL CONTENT IN LINE WITH</b></p> <p><b>REVISED 'PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA),</b></p> <p><b>ORDER, 2017 ISSUED BY DPIIT VIDE OM NO. P-45021/2/2017-PP(BE-II) PART (4) VOL. II DATED 19.07.2024 AND SUBSEQUENT ORDER(s)</b></p> <p>Format attached.</p>	

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## **Important Instruction to bidders.**

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1. Unregistered vendors may avail the soft copies of relevant specification by submitting the endorsed copy of attached NDA to either of the following e-mail IDs:

Ø [kvimal@bhel.in](mailto:kvimal@bhel.in)

Ø [rajpal@bhel.in](mailto:rajpal@bhel.in)

2. Following attachment with this Catalogue for tender preparation.

Ø Pre-qualification requirement (PQR)

Ø MII Format

Ø NDA for availing specification for new participating bidder.

3. All supporting document shall be sign and stamped by bidder.

1. This GeM tender covers below BHEL requirement

Enquiry Srl No.	Item Detail	BHEL Material code
1.	CARBON DIXIDE GAS GRADE-1 SPEC: AA54407 REV: 01 SIZE: G R.	AA5440007016- 1 8000kg

2. Bidder shall submit Test Certificate along with supply.
3. Quoted rates inclusive of GST and all taxes and freight charges for delivery up to CPS store BHEL Haridwar along with transportation cost of return of empty cylinder.
4. Bidder to deliver gas within 20 days from intimation date by Buyer to **CSX Store, BHEL Haridwar.**
5. **The minimum intimation quantity shall be 60 cylinders (1800 Kg of Gas). Bidder is bound to deliver Gas within contractual delivery of 15 months days from Contract/PO.**
6. 40 days' free rental period of delivered CO2 cylinder from the date of receipt of filled cylinder.
7. Bidder shall deliver filled cylinder and take back empty cylinder at their own transportation.
8. **Payment term for this tender shall be**

Type of Bidder

Payment term (number of days)



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

## 9. Risk Purchase:

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfilment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law

## 10. 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>"

## 11. 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:

- 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 bi

d 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."

**12. 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.

## APPLICABLE mandatory TERMS AND CONDITIONS FOR THE PRESENT GEM tenders

**Unregistered vendors at BHEL Haridwar for this item may avail the soft copies of relevant specification /drawing by submitting the endorsed copy of attached 'Non-Disclosure Agreement' (attached below) to either of the following e-mail IDs: ([kvimal@bhel.in](mailto:kvimal@bhel.in)), ([rajpal@bhel.in](mailto:rajpal@bhel.in))**

**Bid should be free from correction, overwriting, using corrective fluid, etc. Any**

**interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full**

**signature(s) of person(s) signing the bid else bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the above mentioned BHEL concerned email IDs also, before Part I opening.**

[Sign & stamp by Bidder](#)

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**Bidder to submit Techno- Commercial offer along with bid.**

**PRE- QUALIFICATION CRITERIA:** Bidder to provide the documents as per attached Pre-qualification conditions/requirements (PQR). Bidder who fails to qualify Pre-qualification conditions/requirement, their offer will not be considered for technical evaluation and price bid opening (part -2 of this tender).

- Offered prices on GeM should be inclusive of all taxes, duties, local levies / transportation / loading unloading charges etc., as per General terms & conditions on GeM.
- Vendor to Inform the %age of GST charges inclusive in the offered prices.
- Vendor to confirm that 100% input tax credit shall be applicable on the GST amount.
- Guarantee Certificate as per respective BHEL ordering document (specification / Drawing) is required.
- Test Certificates / Guarantee Certificates / COC whatever applicable shall be provided along with dispatch documents.
- Please refer the Bidder specific ATC uploaded document for applicable terms and conditions for the enquiry.

**• Documents are to be provided along with offer in respective attached format(s):**

1. TECHNO- COMMERCIAL OFFER ALONG WITH COPY OF PAN CARD, GST REGISTRATION CERTIFICATE&MSME CERTIFICATE
2. PQR SUPPORTING DOCUMENTS
3. VENDORS CHECK LIST
4. TENDER SUBMISSION LETTER
5. CERTIFICATE OF NO DEVIATION
6. DECLARATION REGARDING INSOLVENCY\_LIQUIDATION\_BANKRUPTCY PROCEEDINGS
7. DECLARATION BY AUTHORIZED SIGNATORY REGARDING AUTHENTICITY OF SUBMITTED DOCUMENTS
8. DECLARATION BY AUTHORISED SIGNATORY OF BIDDER
9. DETAILS OF RELATED FIRMS AND THEIR AREA OF ACTIVITIES
10. DECLARATION FOR RELATION IN BHEL
11. DECLARATION REGARDING MINIMUM LOCAL CONTENT
12. DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017
13. BANK ACCOUNT DETAILS FOR E-PAYMENT
14. POWER OF ATTORNEY FOR SUBMISSION OF TENDER
15. NON-DISCLOSURE AGREEMENT

- **Please refer the Bidder specific ATC uploaded document for applicable terms and conditions for the enquiry and submit all the required documents/Annexures.**

- **VENDORS/BIDDERS TO PROVIDE THE DOCUMENTS AS PER BELOW PRE-QUALIFICATION REQUIREMENTS (PQR). ONLY THOSE OFFERS WILL BE CONSIDERED WHO WILL QUALIFY THE PQR. DRAWING/SPECIFICATION CAN ONLY BE PROVIDED ONLY AFTER SUBMISSION OF ENCLOSED NDA (NON-DISCLOSURE AGREEMENT), DULY SIGNED AND STAMP OF EACH AND EVERY PAGE ON YOUR COMPANY'S LETTER HEAD OR STAMP PAPER.**

All terms shall be applicable as per above terms and latest GeM terms & conditions only and no other quoted terms will be applicable.

## **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.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

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

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

**---Thank You/धन्यवाद---**