





दिनांक /Dated: 19-08-2025

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details			
बिड बंद होने की तारीख/समय /Bid End Date/Time	09-09-2025 16:00:00		
बिड खुलने की तारीख/समय /Bid Opening Date/Time	09-09-2025 16:30:00		
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)		
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises		
विभाग का नाम/Department Name	Department Of Heavy Industry		
संगठन का नाम/Organisation Name	Bharat Heavy Electricals Limited (bhel)		
कार्यालय का नाम/Office Name	10110009-heep, Haridwar		
कुल मात्रा/Total Quantity	7187		
वस्तु श्रेणी /Item Category	1W96716601503-NTPC-HIGH FIN(WRAPPED ON) TUBE (BASE TUBE: -90: 10 CU: NI; FIN-COPPER) SPEC: HE57065 F, 2W96716601570-NTPC-HIGH FIN (WRAPPED ON) TUBE BASE TUBE: -90: 10 CU: NI FIN- COPPER SPEC: HE57065 R		
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	W96716601570-NTPC-HIGH FIN (WRAPPED ON) TUBE BAS TUBE:-90:10 CU:NI FIN- COPPER SPEC: HE57065 REV: 02 DRG: 2166057003200 REV: 02		
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploade by the buyer		
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Centrifuge Tubes (V2)		
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No		
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No		
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम			
सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	of 4		
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7		

बिड विवरण/Bid Details				
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes			
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination			
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes			
बिड का प्रकार/Type of Bid	Two Packet Bid			
प्राथमिक उत्पाद श्रेणी/Primary product category	1W96716601503-NTPC-HIGH FIN(WRAPPED ON) TUBE (BASE TUBE: -90: 10 CU: NI; FIN-COPPER) SPEC: HE57065 R			
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation				
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)				
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 GeM GTC)				
मूल्यांकन पद्धति/Evaluation Method Item wise evaluation/				
मध्यस्थता खंड/Arbitration Clause				
सुलह खंड/Mediation Clause	No			

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
Schedule 1 ईएमडी राशि/EMD Amount (In INR)	509558
Schedule 2 ईएमडी राशि/EMD Amount (In INR)	90442

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	29

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। 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।/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.

- (b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.
- (c).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

HARIDWAR

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

विभाजन/Splitting

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

एमआईआई खरीद वरीयता/MII Purchase Preference

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

एमएसई खरीद वरीयता/MSE Purchase Preference	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

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.

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / 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:

मूल्यांकन अनुसूचियां / Evaluation Schedules	वस्तु / श्रेणी / Item/Category	मात्रा / Quantit y
Schedule 1 1w96716601503-ntpc-high Fin(wrapped On) Tube (base Tube: -90: 10 Cu: Ni; Fin-copper) Spec: He57065 R		5472
Schedule 2	2w96716601570-ntpc-high Fin (wrapped On) Tube Base Tube: -90: 10 Cu: Ni Fin- Copper Spec: He57065 R	1715

1. -W96716601503-NTPC-HIGH FIN(WRAPPED ON) TUBE (BASE TUBE: -90: 10 CU: NI; FIN-COPPER) SPEC: HE57065 R (5472 pieces)

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

क्या मूल्य भिन्नता लागू है?/Whether Price	मूल्य परिवर्तन खंड(पीवीसी) /Price	मूल्य भिन्नता खंड दस्तावेज़/Price variation
variation applicable?	Variation Clause	clause document
Yes	PVC AS PER ANNEXURE-C	<u>b41574b941685d1a574fe5e335c1e7f</u> <u>2.pdf</u>

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<u>Download</u>
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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

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

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

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address डिलीवरी अनुसूची /Delivery Schedule अनुब prarambh होने की तारीख से दिनों की संख्या /(In number of days from contract start days)		से दिनों की संख्या में from contract	
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP	/Quanti	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी तक पूरी कर ली जाए /Delivery to be completed by
_			1368	0	120
			1368	1368	90
			1368	150	210
			1368	180	255

2. -W96716601570-NTPC-HIGH FIN (WRAPPED ON) TUBE BASE TUBE: -90: 10 CU: NI FIN- COPPER SPEC: HE57065 R (1715 pieces)

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

क्या मूल्य भिन्नता लागू है?/Whether Price variation applicable?		मूल्य भिन्नता खंड दस्तावेज़/Price variation clause document
Yes	PVC AS PER ANNEXURE-C	<u>e47f9859aa30d8737e8ce6f6c9fcd47</u> <u>b.pdf</u>

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer	Download	
Specification Document	<u> </u>	

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

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

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

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध prarambh होने की तारीख से दिनों की संख्या में /(In number of days from contract start days)		
1	1 Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	मात्रा /Quanti ty	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी तक पूरी कर ली जाए /Delivery to be completed by
			1225	0	120
		490	150	165	

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

1. 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 %.

2. 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.

3. 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.

4. 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.

5. Scope of Supply

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

6. Inspection

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

INSPECTION BY BHEL/BHEL TPIA QUEST AND NTPC AS PER FINALLY NTPC APPROVED QP.

Post Receipt Inspection at consignee site before acceptance of stores: HEEP STORE, BHEL, HARIDWAR

7. Inspection

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. 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 Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

8. **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.

9. 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.

10. 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, HEEP, HARIDWAR Account No.

10667995458
IFSC Code
SBIN0000586
Bank Name
STATE BANK OF INDIA
Branch address
BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA-249403

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

11. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- SCOPE OF SUPPLY: Supply of HIGH FIN (WRAPPED ON) TUBE to Central Sto re, HEEP, BHEL, Haridwar on F.O.R. Destination Basis. Unloading of materials at Destination/ Site shall be in BHEL's scope. All vendors to quote price accordingly.
- 2. PRICE BASIS: Price in INR (Including all cost component) should be quoted for F.O.R. DESTINATION Basis.
- 3. Delivery mentioned above is indicative. Bidders to quote their best possible delivery schedule.

4. EMD or Bid Security:

Bid Security of Rs. 6 Lacs [also known as Earnest Money Deposit (EMD)] is required from the bidders along with their bids (except Micro and Small Enterprises (MSEs) or Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)). EMD exemption as per GeM provisions shall be applicable for this tender enquiry.

5. Performance Security:

Performance Security (five percent of contract value) shall be obtained from su ccessful bidder awarded the contract. Performance Security is to be furnished by a specified date (generally 14(fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

- **6.** 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 man ufacturers of offered items against the NIT. No MSE benefits shall be provided t o Agents / Stockiest / Dealers / Traders etc. for the items offered but not manuf actured by themselves.
- 7. To enhance ease of doing business and ensure faster realization of dues, HEEP unit of BHEL has onboarded TReDS exchanges—M/s Invoice Mart, M/s M1 Xchan

ge, and M/s RXIL. MSME vendors can submit or upload their invoices related to HEEP at any one of these TReDS platforms for timely processing and release of payments.

8. Payment Terms:

The payment shall be made within no. of days as defined in the below table fro m appointed day.

Type of Bidder	Within Number of Days		
Micro & Small Enterprises (MSEs)	45 days		
Medium Enterprises	60 days		
Non MSME	90 days		

Appointed day means

• The day of material entry in HEEP (i.e. CISF Stamp date), subject to submission of non-discrepant documents by vendor as per Purchase Order.

or

- Where there is any objection regarding acceptance of goods, the same shall be informed to supplier within fifteen days from the day of the delivery of good . Appointed day will be the day on which such objection is removed by the sup plier.
- For BOIs, the appointed day means the date of receipt of material at respective project Site (i.e. MRC date).

9. Guarantee/Warranty Certificate:

Goods shall comply with the specifications for material, workmanship and perfor mance. Unless otherwise specified, the warranty shall be for a period of 18 mon ths from the date of receipt.

10. Integrity Pact:

To follow CVC guidelines, intending vendors have to comply all terms and conditions of integrity pact. Hence, submit copies of filled in integrity pact along with your offer in the enclosed format of integrity pact as per enclosed format.

11. Vendor should raise inspection call for BHEL / TPI inspection (if applicable) at le ast 4 days in advance to the planned date of inspection. If BHEL end customer i nspection is envisaged at vendor's works, vendor should give inspection call at I east 7 days in advance to the planned date of inspection.

12. Inspection:

Inspection by BHEL /BHEL nominated agency QUEST and Customer as per finally customer approved QP shall be applicable.

- **13. Price Variation Clause (PVC):** PVC is applicable for this tender enquiry, vend or to quote the price accordingly and payment shall be made as per PVC details placed at Annexure-C.
- **14.** Enquiry item are to be procured from Customer Approved vendors only. In cas e, offers received from vendors who are not approved by NTPC/Customer, they have to submit the desired credential as per NTPC/Customer agreed format. Sa me will be forwarded to NTPC/Customer for further approval. Offers of those ven dors will be considered for price bid opening/RA only if it is approved by NTPC/C ustomer by that time.
- **15.** For supply orders placed on Indian Suppliers: Irrespective of the value of the in voice amount, the bidder / vendor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at https://suvidha.bhel.in/suvidha/, prior to despatch. All documents as per PO checklist, along with additional documents (i f any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a lic ensed Certifying Authority. Submission of invoice document in hard copy is allo wed for invoices with a net amount (including taxes) equal to and up to Rs five I akhs, in case they were not digitally signed and uploaded on the portal.

The material will not be accepted inside BHEL in absence of the above.

- **16.** The bids received from same IP address shall be outrightly rejected and shall n ot be considered for further evaluation.
- **17.** Breach of Contract as mentioned in Bid Documents shall be applicable for this t ender enquiry.
- **18.** Vendors to submit following details along with their offer
 - **a.** Documents as per Pre-Qualification Requirement (PQR) (refer Ann exure-A)
 - **b.** Endorsed filled up Quality requirement and Quality Plan as per Ann exure-B

- c. Confirmation of Price Variation Clause (PVC) as per Annexure-C
- **d.** Filled up and endorsed Techno-Commercial Sheet as per Annexure -D
- e. Integrity Pact as per enclosed format.
- **f.** Self-Certification for local content declaration as per enclosed for mat.
- g. No Deviation Certificate as per enclosed format
- Signed and Stamped enclosed declaration regarding conflict of interest

Early delivery is acceptable.

अस्वीकरण/Disclaimer

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.
- 15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the

same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.

यह बिंड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

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।/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.

---धन्यवाद/Thank You---