

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	23-07-2026 16:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	23-07-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	30 (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	10090001-edn Bangalore
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id : buycon2321.bhelb.ka@gembuyer.in Buyer Email id: sdbarman@bhel.in
वस्तु श्रेणी / Item Category	Custom Bid for Services - Disconnection, Dismantling and ETC of C&I Package at KPCL RAICHUR
समान श्रेणी / Similar Category	Repair, Maintenance, and Installation of Plant/ Systems/Equipments (Version 2)
अनुबंध अवधि / Contract Period	1 Year(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	51 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	6
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
न्यूनतम मूल्य/Floor Price	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	12036000
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	200000

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).	18

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/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).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

Sr. DGM

10090001-EDN Bangalore, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Subhrajyoti Debbarmar)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in

the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

4. 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.

5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1783934297.pdf](#)

Payment Terms:[1783934432.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1783934467.pdf](#)

GEM Availability Report (GAR):[1783934804.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1783934933.pdf](#)

Introduction about the project /services being proposed for procurement using custom bid functionality:[1783937319.pdf](#)

Instruction To Bidder:[1783937325.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1783937333.pdf](#)

Penalties:[1783937353.pdf](#)

Custom Bid For Services - Disconnection, Dismantling And ETC Of C&I Package At KPCL RAICHUR (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Disconnection, Dismantling and ETC of C&I Package at KPCL RAICHUR
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES

विवरण/ Specification	मूल्य/ Values
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	Yes
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प्राचल/Parameter	मूल्य/Values
कोर / Core	6018000

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

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Subhrajyoti Debbarman	560026,Deepanjali Nagar	Project / Lumpsum Based	N/A

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

1. Generic

OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to

staff.

3. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

SOW:

SCOPE OF WORK

Disconnection of Existing Field Cables with Proper Tagging, Ferruling as per Schedule provided by KPCL/BHEL, Dismantling of existing C&I equipment, Back panels, 24 V chargers and cables, few field Instruments, Flame scanner system,

CJCB's as covered in the BOQ, Receipt of BHEL supplied C&I equipment from Customer Designated stores (Closed shed / Open yard / Container/TG Floor etc.),shifting to place of Erection, installation, alignment, Minor Civil/ Mechanical Work such as Floor Cutting, Grinding Chipping, Metal Base Frame Cutting, welding on to Base frame, Civil/Mechanical works (such as cutting, welding, grouting preparation of floor cut outs, and foundation pockets etc.,) and modifications required for mounting the control panels, HMI's, backup control desk, laying and termination of

associated cables etc., are in bidder scope. Inter Panel Cable Laying with Proper Metallic Tagging and Termination as per Cable Schedule, Loop Checking, signal conditioning, pre-commissioning and commissioning assistance to BHEL. For SOME of the bought out items, the erection to be carried out will be under the supervision of respective vendor. Only manpower assistance to be provided by the bidder during commissioning, Loop checking with fine tuning of all DCS functions and all control loops & up to defect liability period. Scope of work also includes Cable Reconciliation, handing over of left out Cables to KPCL designated Area.

☐ All existing Field Cables and accessories along with all final control elements will be retained and utilized as it is other than as specified in this Tender

☐ Necessary cable tagging with Medical Tapes, removing and re-connection with proper Ferruling. shall be ensured by the Bidder for the retained Field cables.

☐ Cable joining arrangements to be ensured by the bidder for Existing Field Cables with Shortage in Length .

☐ It shall be the responsibility of the Bidder to keep in touch with BHEL Engineer at site and find out the arrival of consignments. For this, the Bidder or his authorized agent shall contact BHEL. The Bidder or his authorized person should be available at work spot.

☐ The Bidder has to use his own equipment/Tools and Plants or arrange suitable equipment for safe handling and shifting of materials, including all necessary Tools & Plants required for the above work.

☐ The 'Bidder' shall maintain an accurate and exhaustive record, detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the "Corporation Engineer at any time.

Bidder to ensure services of qualified and experienced Degree / Diploma Electronics / Instrumentation Engineer having experience in Power plant Control and Instrumentation work, entirely for Erection and commissioning activities from the First day of mobilization

till contract completion of all Four Units. This shall be indicated separately in man power deployment plan to be submitted by Bidder. The rates quoted in the rate schedule applies

to the present requirement. These Engineers shall be reporting directly for Technical matters to BHEL Engineers at Site and will carry out works in areas as per the work

EXECUTION METHODOLOGY:

Bidder to note that the activity to be executed in a project under operation wherein the period of shutdown for Unit-6 is to be kept at a pre-defined period of 60 Days. In order to achieve this all the activities which can be carried out during Pre-S/D Period

Such as Earth Pit preparation, Cable Laying from Earth Pit to Control Room, Inter panel Cable Laying from DDCMIS to Marshalling cabinets, Field Cable laying in CWPH Area Or any other Work as mutually agreed between BHEL and KPCL and During S/D period such as Cable Tagging, identification, Disconnection with Pro

per Tie and dressing arrangement for Re-termination in newly erected Panels , New Marshalling Panel and New DDCMIS Panels (as identified by KPCL), Inter panel

terminations etc. and Power ON and Testing of erected DDCMIS System cabinets under supervision of BHEL Engineer(s) and complete continuity and loop checking from DCS up to marshalling panel end has to be completed during and Shutdown period.

Complete loop checking up to Field end, testing of newly erected field instrument, and Commissioning of complete DDCMIS system as per commissioning protocol is required to be done during Shutdown Period.

TIME SCHEDULE

a. The Bidder is required to mobilize the manpower and T&Ps and commence the work within 10 days from the date of issue of letter of award or Work Order after submission of required security deposit as mentioned in the GCC of this tender unless BHEL decides to fix any other later date. However, the actual date of start of work, to fix up zero date of the Contract, will be certified by BHEL Engineer after adequate mobilization of manpower and T&Ps by the Bidder.

b. Entire work as detailed in the tender specifications shall be completed within 60 Days from the date of start of Dismantling and Disconnection Work till Completion of Synchronization with the newly Installed DDCMIS System.

Bidder to engage adequate number of skilled manpower of Fitter and

Electrician, Supervisors, Technicians under adequate Supervision post

completion of Synchronization till Handing Over of Newly Installed DDCMIS to KPCL.

c. This is a Shut-Down Oriented Job and completion of work within the shutdown schedule is the main essence of this contract. Failing to execute the work within the stipulated shut-down schedule of Sixty Days will attract an L.D of 0.5% per week at the maximum of 5 % of Order value.

2.1 Generic:

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

PAYMENT TERMS:

For Equipment Erection and Commissioning Work:

1. 30 % on Removal of Old C&I equipment/Panels/Instruments/Cables and completion of Erection and Pre-Commissioning of new C&I Equipment.

2. 60 % on completion of Commissioning (Up to Synchronization) of new C&I Equipment.

3. 5% on Completion Of Auto Loop Tuning and CMC.

4. 5% on taking Over of Complete System by KPCL, handing over of dismantled

C&I equipment / Panels, Instruments/Cables Etc. at KPCL Designated Place and

Processing of Final Bill with No Claim/No demand Certificate.

4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Buyer Added Bid Specific Terms And Conditions-

2.1 Generic:

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2.2 Generic:

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

PAYMENT TERMS:

For Equipment Erection and Commissioning Work:

1. 30 % on Removal of Old C&I equipment/Panels/Instruments/Cables and completion of Erection and Pre-Commissioning of new C&I Equipment.
2. 60 % on completion of Commissioning (Up to Synchronization) of new C&I Equipment.
3. 5% on Completion Of Auto Loop Tuning and CMC.
4. 5% on taking Over of Complete System by KPCL, handing over of dismantled C&I equipment / Panels, Instruments/Cables Etc. at KPCL Designated Place and Processing of Final Bill with No Claim/No demand Certificate.

2.3 Generic:

2.4 Forms of EMD and PBG:

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

BHARAT HEAVYELECTRICALS LIMITED

payable at

BANGALORE

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

2.5 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

BHEL BANGALORE

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and ha

s to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

2.6 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

BHARAT HEAVY ELECTRICALS LIMITED

Account No.

39940422786

IFSC Code

SBIN0006861

Bank Name

STATE BANK OF INDIA

Branch address

OVERSEAS BRANCH BANGALORE

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

2.7 Buyer Added Bid Specific Scope Of Work(SOW):

File Attachment Click here to view the file.

2.8 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Buyer Added text based ATC clauses

1. The Parties who have been suspended or black listed or banned by BHEL EDN or any other BHEL Unit and are under suspension at the time of bid submission will not be allowed to participate in the Tender and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will reject their offer.

2. The Bidder along with its associate / collaborators / sub ? vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice?.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

3. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across

BHEL is available on BHEL web site www.bhel.com.

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

1.1. Commitment by BHEL:

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

1.2. Commitment by Bidder/ Supplier/ Contractor:

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

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

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct

or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal

Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions.

4. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

5. CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a. they have controlling partner (s) in common; or
- b. they receive or have received any direct or indirect subsidy/
financial stake from any of them; or
- c. they have the same legal representative/agent for purposes of
this bid; or
- d. they have relationship with each other, directly or through common
third parties, that puts them in a position to have access to
information about or influence on the bid of another Bidder; or
- e. Bidder participates in more than one bid in this bidding process.

Participation by a Bidder in more than one Bid will result in the
disqualification of all bids in which the parties are involved. However,
this does not limit the inclusion of the components/ sub-assembly/ Assembly
from one bidding manufacturer in more than one bid; or
- f. In cases of agents quoting in offshore procurements, on behalf of the

heir principal manufacturers, one agent cannot represent two

manufacturers or quote on their behalf in a particular tender enquiry.

One manufacturer can also authorize only one agent/dealer. There

can be only one bid from the following:

1. The principal manufacturer directly or through one Indi

an 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 p

reparation of the design or technical specifications of the contract

that is the subject of the Bid; or

h. In case of a holding company having more than one independently

manufacturing units, or more than one unit having common

business ownership/management, only one unit should quote.

Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business."

The Contractor shall necessarily buy Death cum Accidental

insurance policy for all of his workforce to be deployed under the contract before commencement of work. The insurance Policy should cover the following compensation in respect of each of the victims:

(i) In the event of death or permanent disability resulting from Loss

of both limbs: ₹10,00,000/- (Rupees Ten Lakhs)

(ii) In the event of other permanent disability: ₹7,00,000/- (Rupees

Seven Lakhs)

B. The Contractor shall Indemnify and keep BHEL indemnified

against any loss/claim which is brought against BHEL by third party on account of any negligence of the contractor or his workforce, while

carrying out the services under the contract.

C. NOTWITHSTANDING ANYTHING ABOVE, BHEL shall recover from

the Contractor for any loss suffered by BHEL due to any negligence

of the contractor or his workforce, while carrying out the services

under the contract.

D. The bidder(s) have to assess the premium of insurance cover for

the entire contract period. Bidders should include the impact of cost

of insurance cover in their quote itself.?

9. In case of breach of contract, complete Security Deposit (SD) shall

be forfeited or en-cashed (as the case may be) and additional

amount equivalent to 10% of contract value minus SD amount shall be

recovered from the pending bills of the contractor in BHEL or legal

remedies shall be pursued for balance amount if there is no

pending bills at the time of breach of contract.

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5. Buyer Added Bid Specific SLA

Text Clause(s)

LIQUIDATED DAMAGES

.1. For delay in completion of work attributable to the Bidder, the LD shall be applicable at the rate of 0.5% of the Contract value per week of delay or part thereof limited to a ceiling of 5% of the Contract value (excluding the safety penalty if any levied)

.2. PENALTIES: If the Bidder fails in providing safe working environment as per the safety rules of KPCL or continues to work even after being instructed to stop the work by the Engineer in charge / Safety co-ordinator of KPCL he/she shall be penalized at a cumulative limit of 1.0 % of Contract Value + GST till the instructions are complied with and so certified by the Engineer in charge.

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 at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance

amount shall be recovered from other financial remedies (i.e. available bills of the bidder, retention amount, etc. with BHEL) or legal remedies shall be pursued.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be

determined and redressed by the concerned Buyer Organisation only.

8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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---