

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	31-08-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	31-08-2026 12:30:00
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	10210015-pser
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :kkkundu@bhel.in Buyer Email id: v.singh@bhel.in
कुल मात्रा/Total Quantity	1600
वस्तु श्रेणी /Item Category	GALVANIZED MS DOWN TAKE PIPES CONFORMING TO IS: 1239/IS: 3589 OF 150 MM DIA- MEDIUM QUALITY AS PER I
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	GALVANIZED MS DOWN TAKE PIPES CONFORMING TO IS: 1239/IS: 3589 OF 150 MM DIA- MEDIUM QUALITY AS PER IS:1239(PART-I) ALL COMPLETE AS PER SPECIFICATION
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Steel Pipes for Water and Sewage (V2) Conforming to IS 3589
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Rigid GI Pipe (BHEL)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,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

बिड विवरण/Bid Details	
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?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	4
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
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
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	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 45 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)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	100

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

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. Preference to Make In India products (For bids > 200 Crore) (can also be used in Bids < 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): 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. 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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.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.

GALVANIZED MS DOWN TAKE PIPES CONFORMING TO IS: 1239/IS: 3589 OF 150 MM DIA- MEDIUM QUALITY AS PER I (1600 meter)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 21% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Vijay Singh	803213,BARH SITE OFFICE,Ganga Bihar,NTPC Transit Camp, P.O. Barh, Patna Bihar-803213	1600	45

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ANNEXURE -A

BUYER'S SPECIFIC REQUIREMENT

SUPPLY OF 1600 RM GALVANISED MS DOWN TAKE PIPES CONFORMING TO IS : 1239/IS: 3589 OF 150 MM DIA-MEDIUM QUALITY AS PER IS:1239 (PART-I) ALL COMPLETE AS PER SPECIFICATION FOR 2X660 MW FGD NTPC BARH STAGE -II PROJECT, BIHAR.

Important Note:

Material against the subject tender are to be procured for 2x660 MW FGD NTPC Barh Stage-II Project but the Consignees for the tender Items are as per buyer ATC Annexure -1 only (Enclosed).

Consignee mentioned in the GeM Bid (BHEL site office, 2X660 MW FGD NTPC BARH Thermal Project Site, Ganga Bihar, NTPC Transit Camp, P.O. Barh, Patna Bihar-803213) is indicative only to suffice the GeM requirement.

PRE-QUALIFYING CRITERIA

JOB	SUPPLY OF GALVANIZED MS DOWN TAKE PIPES (MEDIUM QUALITY) FOR 2X660 MW FGD, NTPC BARH THERMAL POWER PROJECT, STAGE -II, BIHAR.
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S L N O	CRITERIA
1. 0	FINANCIAL CRITERIA:

(a)	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF Rs. 6.0 LAKH DURING LAST THREE (3) FINANCIAL YEARS ENDING ON 31/03/2025. BIDDER SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT FOR THE ABOVE-MENTIONED FINANCIAL YEARS, IN SUPPORT OF THE ABOVE.
(b)	IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THREE (3) FINANCIAL YEARS INDICATED ABOVE, THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.
(c)	IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.
2.0	TECHNICAL CRITERIA:
2.1	THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF SUPPLYING OF GALVANIZED MS DOWN TAKE PIPES 480M TO GOVT / PSU/ REPUTED ORGANISATIONS IN ANY OF LAST THREE YEARS AS ON LATEST DUE DATE OF BID SUBMISSION. RELEVANT DOCUMENTS IN SUPPORT OF THE SAME TO BE SUBMITTED.
AND	
2.2	THE BIDDER SHOULD HAVE VALID LICENSE FOR MANUFACTURING OF GALVANIZED MS DOWN TAKE PIPES (IS: 1239/IS:3589). SUPPORTING DOCUMENTS NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.

NOTES

A	CONSIDERATION OF BIDDER IS SUBJECT TO CUSTOMER'S APPROVAL / ACCEPTANCE.
B	CONSORTIUM / JV BIDDING IS NOT ALLOWED.

C	MATERIAL TEST CERTIFICATE SHOULD BE SENT ALONG WITH THE SUPPLY.
D	BIDDER SHOULD SUBMIT VALID PAN.

1. **SCOPE OF WORK:**

- A. Supply of 1600 running meter Galvanized MS Down take pipes (Medium Quality) on F.O.R. basis for FGD System package at 2x 660 MW, STAGE-II NTPC BARH STP P, BIHAR.
- B. Unloading of materials at Destination shall be in the scope of BHEL. However, demurrages on account of delay in unloading due to improper packing, non-availability of proper dunnage, not adhering to the tender conditions and other reasons attributable to supplier, shall be on supplier's account only.

2. **TAXES AND DUTIES:**

2.1 Bidder's quoted/ accepted rates/ price shall be inclusive of all taxes including Charges, GST, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract.

Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. However, any increase of GST subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL.

Benefit of any decrease of taxes including GST, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract; subsequent to due date of offer submission as per NIT & TCN, by statutory authority shall be passed on to BHEL.

2.2 Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract.

Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.

2.3 Since GST on output will be paid by BHEL as enumerated above, bidder's quoted rates / price should be after considering the Input Credit under GST law at bidder's e

nd.

2.4 TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.

2.5 TDS under GST shall be deducted as per prevailing GST rules from the bills.

2.6.1 TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.

2.6.2.2 In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.

2.6.5 You shall comply with all statutory amendment/notifications in this respect.

2.7 Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following.

BHEL GSTN - 10AAACB4146P1ZU.

Name - BHARAT HEAVY ELECTRICALS LIMITED Address - Shall be intimated later.

Specific details of BHEL GSTN, Name and Address as stated above, have been specified elsewhere in the tender.

2.8 Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances.

Portal address and Email address - Shall be intimated later.

Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.

2.9 In case of delay in submission of above-mentioned documents on the date of dispatch, BHEL may incur penalty/ interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.

2.10 In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.

2.11 Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice.

If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after dispatch.

2.12 Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non receipt of goods and / or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.

2.13 Successful bidder shall upload the invoices raised on BHEL in IFF/GSTR-1 within the prescribed time as given in the GST Act, and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal; and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter.

Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful bidder along with interest levied / leviable on BHEL.

2.14 Successful bidder to arrange for e-waybill for any movement of goods for the execution of the contract.

Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit / Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.

2.15 Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.

2.16 Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.

3. MODE OF DISPATCH & ROAD PERMIT:

Mode of dispatch: Road

E-way bill / road permit (if applicable) to be arranged by supplier.

4. DELIVERY PERIOD: 45 days from date of issuance of Purchase Order.

(Delivery schedule: All the Goods in the GeM shall be offered on Free Delivery on Site destination basis within 45 days from date of issuance of Purchase Order).

5. QUANTITY TOLERANCE: $\pm 10\%$ (against PO quantity)

6. WEIGHMENT TOLERANCE: Weighment tolerance shall be 70 kg or 0.25 % of Material Net Weight (i.e. Material Net Weight = Gross weight of vehicle - Tare weight of vehicle), whichever is higher.

7. EVALUATION CRITERIA: Evaluation shall be done on "Total all inclusive, landed price at consignee destination".

8. PAYMENT TERMS:

I. 100% of supply value excluding GST, on pro-rata basis (i.e. for materials received at site), shall be released within 60 days (45 days for MSME) against receipt and acceptance of material at site and submission of following documents:

- a. Original GST Invoice (1 Original + 2 copies).
- b. Original copy of Lorry Receipt (LR)/ Railway Receipt (RR)/ Delivery Challan.
- c. Manufacturer's Test certificates.
- d. MRC (Material Receipt Certificate). Actual weight of material as per MRC/SRV along with weighment tolerance (as per clause no. 6) will be considered for payment.

II. No advance shall be paid.

III. Applicable GST shall be released to you upon compliance with the following conditions:

(a) The goods or services covered under the invoice must be received in full, along with the corresponding valid tax invoice by BHEL.

(b) Following GST compliances must be ensured within the timelines prescribed for availing Input Tax Credit (ITC) under GST law:

i) You declaring such invoice in FORM GSTR-1, and it being auto-populated into FORM GSTR-2B of BHEL through the common portal.

ii) Confirmation of GST payment by you to the government, verified through the filing of your FORM GSTR-3B for the corresponding month or quarter.

(c) Notwithstanding anything contained above, GST amount may be released along with the payment against Tax Invoice, provided:

(i) Exposure of BHEL against such GST amount is sufficiently covered by the security

deposit

/ Bank Guarantee / any other amount due to the vendor/contractor at the time of releasing such GST payment.

(ii) Such relaxation to be allowed till the subsequent month i.e. till the GST compliances are done by the vendor / contractor against the given Tax Invoice.

(iii) As long as the GST compliances are ensured on the part of the vendor / contractor, this practice of releasing GST payment may be continued.

IV. Any Interest if levied thereon for reasons elaborated in Tax Clause of the GEM Bid which is not attributable to BHEL will be recovered for Final Payment /Retention

Paying Authority: RAO/ BHEL Barh Site

No advance shall be paid.

Payment shall be made through RTGS/NEFT Only.

9. DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL (Billing Documents):

The following documents are required with dispatch:

- a. Original GST Invoice (1 Original + 2 copies).
- b. Dispatch Clearance from BHEL (MDCC)
- c. Quality Clearance Certificate from BHEL
- d. Insurance Intimation Letter prior to dispatch.
- e. Original copy of Lorry Receipt (LR)/ Railway Receipt (RR)/ Delivery Challan.
- f. Manufacturer's Test certificates.

10. CONSIGNEE DETAILS:

PROJECT DIRECTOR
BHEL SITE OFFICE,
5X 660 MW FGD STAGE -I & II PROJECT,
NTPC BARH STPP, BARH
DIST- PATNA, BIHAR- 803213

11. PORTAL ADDRESS & EMAIL ADDRESS: v.singh@bhel.in

12. GOLDEN /TECHNICAL PARAMETERS:

Technical Parameters for MS Downtake Pipe Procurement from GeM for BHEL FGD BARH PROJECT

12.1 Standards & Conformance

- Pipes shall conform to **IS: 1239 (Part I)** – Medium Quality
- Alternatively, pipes may conform to **IS: 3589**
- Galvanising shall be as per **IS: 4736**

12.2 Dimensions

- **Nominal Diameter:** 150 mm

- **Type:** Medium Quality as per IS: 1239 (Part I)

12.3 Galvanizing Requirements

- Minimum mass of zinc coating: **400 g/m²** (as per IS: 6745)
- Coating shall be **smooth, uniform, and defect-free** (as per IS: 2629)
- Testing for uniformity of coating shall be carried out as per **IS: 2633**

12.4 Accessories & Fittings

- Rainwater down comers shall be provided with:
 - o Roof drain heads
 - o Shoes
 - o Bends
 - o Junctions
 - o Sockets
 - o Adapters
 - o Brackets

12.5 Surface Protection

- Finished with **anticorrosive painting** over a coat of primer

13. INPUT DETAILS FOR INVOICE:

DETAILS	CUSTOMER NAME [S OLD TO & INVOICED/ BILLED TO]	CONSIGNEE NAME [SHIPPED TO]	PAYING AU THORITY
Address Line 1	Bharat Heavy Electrical s Limited	Same as Customer Na me	Barh Site Fin ance
Address Line 2	3X660 MW STAGE 01, 2 X660 MW STAGE 2 BARH FGD SIT E		Bharat Heavy Electricals Li mited
Address Line 3	GANGA BIHAR, NTPC T RANSIT CAMP		GANGA BIHA R, NTPC TRA NSIT CAMP
Address Line 4	P.O. - BARH		P.O. - BARH
Address Line 5	Patna		Patna
PINCODE	803213		803213

STATE	Bihar		Bihar
COUNTRY	India		India
CONTACT PERSON	Mr. Vikash Kumar		
DESIGNATION	Manager		
IT PAN NO	AAACB4146P		
GST registration no	10AAACB4146PIZU		

14. **INSURANCE**

- I. Transit insurance shall be in BHEL's scope. Successful bidder shall timely intimate dispatches/ discrepancy during contract operation, to the underwriter. The name of the underwriter and Policy number are as under:

Name of the underwriter: THE ORIENTAL INSURANCE COMPANY LIMITED.

Marine Insurance Policy No: 212800/21/2020/3

E-mail : prateek.malik@orientalinsurance.co.in, ajit_singh@orientalinsurance.co.in

Tel: 011-23351479

- II. Contractor shall report to BHEL in writing any damages to material during transit and on receipt. The above report shall be as prescribed by BHEL site management. Any consequential loss arising out of non-compliance of this stipulation will be borne by contractor.
- III. For lodging/ processing of insurance claim the contractor will submit necessary documents. BHEL will reserve the right to recover the loss from the contractor as detailed below in case the damage/loss is due to negligence/ carelessness on the part of the contractor. In case of theft of material under contractor's custody, the same shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL/ customer for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the materials in his custody.
- IV. In case the damage/loss/theft of materials are attributable to negligence/failure in discharging the duties and obligations of the contractor, the expenses incurred for repair/replacement of such materials in excess of the amount realized from the underwriters, limited to Normal Excess (Deductible Franchise) shall be recovered from the contractor.

15. **SPLITTING OF CONTRACT**: Not applicable

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16. PVC / RATE REVISION: Not applicable

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17. OTHER POINTS:

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18.1 BHEL will have access to carry out the surveillance checks/Quality checks for in-process stage.

18.2 In case of any defects are seen in the material, Supplier will replace the material within one month without any cost implication to BHEL.

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18. BREACH OF CONTRACT, REMEDIES AND TERMINATION:

In case of Breach of Contract, BHEL shall recover 10% of the contract value from the vendor using following instruments:

- a) Recovery shall be made from supply bills of the said contract.
- b) If Recovery is not possible then Legal Remedies shall be pursued.

19. ORDER OF PRECEDENCE:

In case of contradiction / conflict, the order of precedence shall be in the order as per below;

- a) Buyer specific ADDITIONAL TERMS AND CONDITIONS against GeM Bid issued (ANNEXURE-A).
- b) GeM Bid.
- c) General Terms and Conditions on GeM.

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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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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.

[यह बिड 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---