

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण / Bid Details                                                                                                      |                                                                                                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| बिड बंद होने की तारीख/समय / Bid End Date/Time                                                                                | 01-10-2026 17:00:00                                                                                                                                                                                                                                                                                                                   |
| बिड खुलने की तारीख/समय / Bid Opening Date/Time                                                                               | 02-10-2026 17:00:00                                                                                                                                                                                                                                                                                                                   |
| 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                                                                                                | 10450001-epd, Bangalore                                                                                                                                                                                                                                                                                                               |
| शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal                                                       | HOD Email id : aknived@bhel.in<br>Buyer Email id: buyer1114.bhelb.ka@gembuyer.in                                                                                                                                                                                                                                                      |
| कुल मात्रा / Total Quantity                                                                                                  | 1                                                                                                                                                                                                                                                                                                                                     |
| वस्तु श्रेणी / Item Category                                                                                                 | Supply, Installation & Commissioning of Multistation Tablet Making Machine                                                                                                                                                                                                                                                            |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS                                                          | MULTISTATION TABLET MAKING MACHINE                                                                                                                                                                                                                                                                                                    |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS                                                         | Roti Making Machine, Tamarind Block Making Machine, Ice Flake Making Machine, Leaf Plate Making Machine, Ayurvedic Pill Making Machine, Popcorn Machine, Go Cast Making Machine (V2), Agarbatti Masala Rolling Making Machine, Bamboo Square Stick Making Machines, Paper Cup (Dona) cum Paper Disc Machine Kit (GRIMCO Gujarat Govt) |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification                                    | <ul style="list-style-type: none"> <li>Ayurvedic Pill Making Machine</li> </ul>                                                                                                                                                                                                                                                       |
| वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover                 | Yes   Complete                                                                                                                                                                                                                                                                                                                        |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover | Yes   Complete                                                                                                                                                                                                                                                                                                                        |

| बिड विवरण/Bid Details                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller                                                                                                                                                              | Experience Criteria,Certificate (Requested in ATC),Compliance of BoQ specification and supporting document<br>*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 दस्तावेज़ों 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                                                                                 | 1                                                                                                                                                                                                                                                                                                        |
| 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                                                                                                                                                                        | Yes                                                                                                                                                                                                                                                                                                      |
| रिवर्स नीलामी योग्यता नियम/RA Qualification Rule                                                                                                                                                                          | H1-Highest Priced Bid Elimination                                                                                                                                                                                                                                                                        |
| 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 <b>45</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)                                                                 |
| मूल्यांकन पद्धति/Evaluation Method                                                                                                                                                                                        | Total value wise evaluation                                                                                                                                                                                                                                                                              |
| मध्यस्थता खंड/Arbitration Clause                                                                                                                                                                                          | No                                                                                                                                                                                                                                                                                                       |
| सुलह खंड/Mediation Clause                                                                                                                                                                                                 | No                                                                                                                                                                                                                                                                                                       |

#### ईएमडी विवरण/EMD Detail

|                             |           |
|-----------------------------|-----------|
| एडवाइजरी बैंक/Advisory Bank | IDBI Bank |
|-----------------------------|-----------|

|                       |       |
|-----------------------|-------|
| ईएमडी राशि/EMD Amount | 40000 |
|-----------------------|-------|

#### ईपीबीजी विवरण /ePBG Detail

|                                                                   |           |
|-------------------------------------------------------------------|-----------|
| एडवाइजरी बैंक/Advisory Bank                                       | IDBI Bank |
| ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)                           | 5.00      |
| ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months). | 19        |

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कैटेगरी 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 :

AGM-Finance

10450001-EPD, Bangalore, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises  
(Bhel-sbd)

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 |

|                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time) | Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time) |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|

#### 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. 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. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. 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 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.

**6. 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.

7. 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

## Supply, Installation & Commissioning Of Multistation Tablet Making Machine ( 1 set )

(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)

### तकनीकी विशिष्टियाँ /Technical Specifications

|                                                         |                          |
|---------------------------------------------------------|--------------------------|
| क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document | <a href="#">Download</a> |
|---------------------------------------------------------|--------------------------|

उपरोक्त मद के लिए इंस्टॉलेशन कमीशनिंग एंड टेस्टिंग (आईसीटी) का विवरण / Installation Commissioning and Testing (ICT) details for the above item:

|                                               |     |
|-----------------------------------------------|-----|
| % of Product Cost Payable on Product Delivery | 80% |
|-----------------------------------------------|-----|

|                                                                             |         |
|-----------------------------------------------------------------------------|---------|
| Min Cost Allocation for ICT as a % of product cost                          | 4%      |
| Number of days allowed for ICT after site readiness communication to seller | 10 Days |

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

| क्र.सं./S.No. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address                                                                                                                | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|---------------|---------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|------------------|------------------------------|
| 1             | Suresh Chandra Tiwari                                   | 560012,Bharat Heavy Electricals Limited, Electric and Photovoltaic Division, Prof. CNR Rao Circle, IISc Post, Malleshwaram | 1                | 84                           |

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

**1. Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

BHEL-SBD store  
prof CNR rao circle,tata institute post  
Malleshwaram  
Bangalore  
PIN 560012 Karnataka  
.

**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.

**3. Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

**4. Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

**5. Generic**

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of

buyer.

2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

## **6. 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.

## **7. Purchase Preference (Centre)**

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

## **8. Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

## **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. Warranty**

Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful

Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

#### 11. **Generic**

Scope of supply includes Training: Number of employees to be trained

5

, Place for Training

BHEL SBD Bangalore

and Duration of training

6

days.

#### 12. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

BHEL-SBD

payable at

Bangalore

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 13. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of

BHEL-SBD

payable at

Bangalore

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 14. **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

Account No.

008103000003605

IFSC Code

IBKL0000377

Bank Name

IDBI BANK LIMITED

Branch address

Mission road, Bengaluru

Bidder to indicate bid number and name of bidding 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 along with bid.

#### 15. **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

BHEL-SBD

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.

#### 16. **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-SBD

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

#### 17. **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.

008103000003605

IFSC Code

IBKL0000377

Bank Name

IDBI BANK LIMITED

Branch address

Mission road, Bengaluru

. 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.

#### 18. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

##### **1. Following payment terms shall be applicable:**

(below BHEL payment terms will be applicable. Payment Timelines indicated in bid i.e. Payments shall be made to the Seller within 45 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bill will not applicable to be noted).

##### **FOR SUPPLY OF ITEMS :**

(I) **80% of basic price of material supplied** , as per PO, along with 100% taxes & duties (as applicable) & freight charges, shall be paid on pro-rata basis within:

(i) 45 days for Micro & Small Enterprises (MSEs)

(ii) 60 days for Medium Enterprises

(iii) 90 days for Non-MSME

from the date of receipt of goods & receipt of complete documents as per order/contract **subject to acceptance of materials.**

(II) **Balance 20% of basic price of the materials** supplied shall be payable within:

(i) 45 days for Micro & Small Enterprises (MSEs)

(ii) 60 days for Medium Enterprises

(iii) 90 days for Non-MSME

from the date of successful installation/ commissioning and receipt of its joint certification by BHEL & Vendor.

2% of basic value shall be deducted from payment as TDS & TDS Certificate shall be issued by BHEL, as per amendment in GST Law. GOI has amended GST Law - Section 51 of the CGST Act 2017 wherein Government Agencies (PSU) has to deduct 2% GST TDS w.e.f. 01.10.2018. Kindly go through the latest amendment in GST Law.

#### **FOR INSTALLATION & COMMISSIONING OF ITEMS:**

Hundred percent (100%) of installation/erection and commissioning charges shall be payable within

(i) 45 days for Micro & Small Enterprises (MSEs)

(ii) 60 days for Medium Enterprises

(iii) 90 days for Non-MSME

from the date of successful completion of the activity and receipt of invoice along with its certification by BHEL & Vendor.

2. To get MSE preference, bidder to choose MSE purchase preference on GEM portal otherwise purchase preference shall not be applicable.

3. To get MII preference, bidder to choose MII purchase preference on GEM portal and bidder to submit signed local content declaration as attached otherwise purchase preference shall not be applicable.

4. Bidder to submit signed and stamped GEM Bidding document, Technical Specification, MII Declaration, Udyam Registration (if applicable).

#### **5. DELIVERY PERIOD:**

(a) For supply: Delivery shall be within (12 Weeks) 84 days from the Date of Purchase Order.

(b) For ICT: 10 days allowed for ICT after site readiness communication to seller by BHEL.

6. Bidder to submit contact details of concerned executive contact details (Name, Mobile number, email id) for Techno-commercial evaluation.

7. Documents to be submitted for payment as per below details:

(a) For Supply: GST Invoice, Packing List, Warranty Certificate, LR/DC

(b) For Balance 20% against Supply: Supplementary Invoice and

(c) For Services: GST Invoice, Completion certificate by BHEL & Vendor.

8. Material to be supplied as per PURCHASE SPECIFICATION FOR MULTI STATION TABLET MAKING MACHINE AT SBD BHEL, Bangalore. Spec. No.: SBD-MC-WDCSCM Rev 00.

9. APPLICABLE TECHNICAL PRE-QUALIFICATION Requirements shall be as FOR Multi-Station Tablet Making Machine. Spec. No.: SBD-MC-WDCSCM Rev 00. (pg Page 6 of 7).

10 Note: To understand the end-use application, bidders are strongly encouraged to visit BHEL SBD before submitting their quotation. No deviation from the accepted technical specification shall be permitted after submission of the quotation without prior written approval from BHEL.

11. LD as per GeM General T&C .
12. Warranty: as per purchase specification applicable.
13. All intended benefits for MSEs/Start ups shall be as per gov. guidelines.
14. Price shall be quoted inclusive of all on FOR BHEL-SBD basis inclusive of taxes.
15. In the bid PBG is 5% mentioned, however 5% additional PBG has to be submitted by the L1 bid der i.e. **Total PBG shall be 10% for this tender** . Performance Security is to be furnished by 15 days after notification of the award for a period of 19 Months including contractual obligations of 2 months and 2 months claim period. Further PBG period later may be extended suitably cover the warranty period plus 2 months claim period.
16. i. Acceptance of tender will rest with Purchaser and does not bind him to accept the lowest or any tender and reserves to itself full rights for the reject/cancel any or all the tenders without assigning any reasons whatsoever at any stage.
17. BHEL has the right to carry out pre-shipment inspection. Pre-dispatch Inspection may be carried out by BHEL/BHEL Nominated Agency/BHEL's client at Vendor works.
18. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the Tender will be hosted on <https://gem.gov.in> only. Bidders should regularly visit this website to keep themselves updated.
19. Amendments/addendums/circulars/Revisions thereto if any from Government or Statutory bodies or agencies shall be applicable if not explicitly stated above from time to time. It is the responsibility of the bidders to keep updated themselves of the same. The bidders shall submit their offers in compliance.
20. CONCILIATION: Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in [www.bhel.com](http://www.bhel.com))).

**Note:**

Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

**21. Breach of contract, Remedies and Termination: The following shall amount to breach of contract:**

- i. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.
- ii. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.
- iii. The Supplier/Vendor delivers equipment/ material not of the contracted quality.
- iv. The Supplier/Vendor fails to replace the defective equipment/ material/component as per guarantee clause.
- v. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.
- vi. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vii. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.
- viii. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.

ix. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.

x. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

Note- Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

#### REMEDIES IN CASE OF BREACH OF CONTRACT.

i. Wherein the period as stipulated in the notice issued under clause 20 (as above) has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.

ii. Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. 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 Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.

iii. wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:

iv. In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.

v. If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:

a. from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.

b. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.

c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.

vi. It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.

vii. In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

Note:

1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:

(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.

In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.

## 22. Conflict of Interest

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM). from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurement under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that at such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. 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, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

23. Provisions for MSE vendors- Category: Refer below table.

|                                                                                                                                                      |                                                                                                                                                                                                  |                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| Provisions for MSE vendors-Category                                                                                                                  | Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer. |                                          |
|                                                                                                                                                      | Type under MSE                                                                                                                                                                                   | Please specify Yes or No (If applicable) |
|                                                                                                                                                      | SC/ST Owned                                                                                                                                                                                      |                                          |
|                                                                                                                                                      | Women Owned                                                                                                                                                                                      |                                          |
|                                                                                                                                                      | Others (excluding SC/ST & Women Owned)                                                                                                                                                           |                                          |
|                                                                                                                                                      | Micro                                                                                                                                                                                            |                                          |
|                                                                                                                                                      | Small                                                                                                                                                                                            |                                          |
| Note: If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category. |                                                                                                                                                                                                  |                                          |

#### 24. Online Invoice Registration Facility in SUVIDHA Portal

|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Online Invoice Registration Facility in SUVIDHA Portal | The facility for Online Invoice Registration and Document Upload has been enabled in the SUVIDHA Portal ( <a href="https://suvidha.bhel.in/suvidha/">https://suvidha.bhel.in/suvidha/</a> ) for all BHEL Suppliers and Contractors.                                                                                                                                                                  |
|                                                        | <b>With effect from 01-October-2025, it will be mandatory for all Suppliers/Contractors to register their invoices exclusively through the SUVIDHA Portal along with the required documents.</b>                                                                                                                                                                                                     |
|                                                        | For net invoice amount exceeding 5 lakhs (inclusive of taxes), uploading of a Class 3 digitally signed tax invoice is mandatory.                                                                                                                                                                                                                                                                     |
|                                                        | For invoices up to ₹5 lakhs (inclusive of taxes), a scanned copy may be uploaded; however, submission of the hard copy is mandatory if a Class 3 digitally signed tax invoice is not uploaded.<br>Supplier is requested to register and complete their onboarding process on the portal at the earliest to ensure seamless communication, submission of invoices and other transactional activities. |

25 All corrigenda, addenda, amendments, time extensions, clarifications etc. to the Tender will be hosted on <https://gem.gov.in> only. Bidders should regularly visit this website to keep themselves updated.

Note: All vendors including BHEL-SBD existing/registered vendors are requested to register themselves in GeM portal.

|                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 26. MSME payments for Goods or Services to be mandatorily settled through TReDS | <p>In respect of procurement of goods or services from Micro, Small and Medium enterprises (MSMEs), the settlement of invoice shall be only through any of the TReDS platform ( i.e RXIL, M1 xchange, Invoicemart, KReDX, C2FO), authorised by the Reserve Bank of India. Such MSME suppliers to select their preferred TReDS platform before award of contract so that the data is captured in the Order /Contract database of the Unit. They also will have the option to change the TReDS platform from the drop down menu on Suvidha portal of BHEL, at the time of invoice submission.</p> <p>Wherever the Trade Receivable is accepted by BHEL, the same shall be validated by the Unit on the respective TReDS platform selected by the supplier.</p> <p>The routing of invoices through the TReDS platform shall not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of its receivables on the TReDS platform.</p> <p>In case discounting is not availed by the supplier on TReDS, the trade receivables will be paid through TReDS as per the payment timelines indicated in the contract.</p> |
|---------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Annexure-D (i)

(Compliance to be submitted in the bidder's letter head)

(as applicable)

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

|               |  |
|---------------|--|
| Item Name :   |  |
| Enquiry No. : |  |
| Project :     |  |

We M/s. \_\_\_\_\_ (name of the bidder company) have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1,2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India.

We hereby certify that **we are not from such a country** and eligible to be considered for this tender.

(Note: Non-compliance of above said Gol Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

For and behalf of \_\_\_\_\_ (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)

-----

Annexure-D (ii)

(Compliance to be submitted in the bidder's letter head)

(as applicable)

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

|               |  |
|---------------|--|
| Item Name :   |  |
| Enquiry No. : |  |
| Project :     |  |

We M/s. \_\_\_\_\_ (name of the bidder company) have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1,2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India.

**We are from such a country** which shares a land border with India & have been registered with the Competent Authority as specified in above said order. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

**Evidence of valid registration by the Competent Authority is attached.**

(Note: Non-compliance of above said Gol Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

For and behalf of \_\_\_\_\_ (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)

\_\_\_\_\_

**Annexure-E**

**(Compliance to be submitted in the bidder's letter head)**

**Sub: Compliance to order No. 25-111612018-PG, Dated 02.07.2020 of Ministry of Power, GOI**

|               |  |
|---------------|--|
| Item Name :   |  |
| Enquiry No. : |  |
| Project :     |  |

This is to certify that all equipment, components, and parts imported for use in the Power Supply System and Network are in strict compliance to directions issued by Ministry of Power, Govt. of India vide order No. 25-111612018-PG dated 02.07.2020. The imported component(s), part or assembly item(s) does not carry any malware/Trojan etc.

Note: Non-compliance of MoP Order and its subsequent amendment(s), (if any), by vendor shall lead to rejection of their offer or cancellation of contract, which is awarded by BHEL.

For and behalf of \_\_\_\_\_ (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)

-----



**ANNEXURE-XII**

**FORMAT FOR NO DEVIATION CERTIFICATE**

(To be submitted in the bidder's letter head)

TO

BHARAT HEAVY ELECTRICALS LIMITED,

Electroporcelains Division

Prof. CNR Rao Circle,

Malleshwaram Bangalore - 560012

|            |                                     |
|------------|-------------------------------------|
| Sub :      | No deviation certificate            |
| Job : ---- |                                     |
| Ref : -    | Your enquiry No-                    |
|            | All the pertinent issues till date. |

Dear Sirs,

With reference to above, this is to confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with

other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

ANNEXURE XIX

NON DISCLOSURE AGREEMENT

I, \_\_\_\_\_, on behalf of the \_\_\_\_\_ (Name of Company),

acknowledge that the information received or generated, directly or indirectly, while working with BHEL, EPD on contract is confidential and that the nature of the business of the BHEL, EPD is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, EPD Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, EPD all documents and property of BHEL, EPD, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, EPD's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, EPD and are reasonable given the nature of the business carried on by the BHEL, EPD I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Place:-\_\_\_\_\_ Date:-\_\_\_\_\_

Name

Company

.

## 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---**