



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3671089  
Dated/दिनांक : 11-07-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	21-07-2023 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	21-07-2023 19:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	10300018-pswr
Total Quantity/कुल मात्रा	1659
Item Category/मद केटेगरी	Deck Sheet , Connectors or Anchors
BOQ Title/बीओक्यू शीर्षक	Colour Coated Sheet
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	12 Lakh (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Deck Sheet

**Bid Details/बिड विवरण**

<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>90</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	17

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

NAGPUR HQS

10300018-PSWR, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises (Bhel Pswr)

**Splitting/विभाजन**

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

**Reserved for Make In India products**

Reserved for Make In India products	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

3. 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% (Selected by Buyer) 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 25%(selected by Buyer) percentage of total QUANTITY.

4. Estimated Bid Value indicated above is being declared Bid solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. 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

## Deck Sheet

**(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)**

### Technical Specifications/तकनीकी विशिष्टियाँ

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Mannu Ram	495555,Construction Manager 2x500 MW NTPC Sipat FGD Stage II BHEL Site office Sipat Dist : Bilaspur State: Chhattisgarh	1290	60

**Deck Sheet**

**(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Mannu Ram	495555,Construction Manager 2x500 MW NTPC Sipat FGD Stage II BHEL Site office Sipat Dist : Bilaspur State: Chhattisgarh	360	60

### Connectors Or Anchors

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Mannu Ram	495555,Construction Manager 2x500 MW NTPC Sipat FGD Stage II BHEL Site office Sipat Dist : Bilaspur State: Chhattisgarh	9	60

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

#### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### 2. Generic

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

Construction Manager  
Bharat Heavy Electricals Limited  
NTPC Sipat FGD Stage-II Project  
District - Bilaspur  
Chhattisgarh - 495 555

3. **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.

4. **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 %.

5. **Generic**

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

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

6. **Generic**

**OPTIONAL SITE VISIT:**

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder.

Cost of visiting the site shall be borne by the Bidder

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

7. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

8. **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.

9. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

#### 10. **Inspection**

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

As per TCC

Post Receipt Inspection at consignee site before acceptance of stores:  
Visual Inspection

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

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

Bharat Heavy Electricals Limited  
payable at  
Nagpur

. 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.

#### 12. **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

Bharat Heavy Electricals Limited  
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.

#### 13. **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.  
40227423158  
IFSC Code  
SBIN0000432  
Bank Name  
STATE BANK OF INDIA

Branch address

NAGPUR MAIN BRANCH, NAGPUR, BRANCH CODE -00432

. 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.

**14. Scope of Supply**

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

**15. 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.

**16. Certificates**

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

**17. Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

**18. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Additional Terms & Conditions**

**A) Quantity Variation:** +/- 25%

**B) Unloading of materials:** Unloading of the materials at site is in the scope of BHEL

**C) Delivery Schedule:** Staggered Delivery as per followings:

Supply of 100% material to site shall be completed within 60 days from the date of Purchase order.

**i)** Lot-1: 40 % of ordered quantity shall be delivered to site within 45 days from the date of Purchase order.

**ii)** Lot-2: Balance 60 % of ordered quantity shall be delivered to site within 60 days from the date of purchase order.

**Delivery Schedule mentioned here in ATC shall supersede the delivery schedule mentioned elsewhere.**

**D) Pre-qualification requirement:** Bidder shall essentially meet all the Qualifying Requirements as cited below:

**i) Technical PQR:**

Bidder has to submit Purchase order documents for supply of **'Metal Deck Sheets' or 'Metal Cladding sheets' or 'Permanently colour coated Metal Sheets' or Any of these combination for minimum of 800 Square Meter cumulatively supplied in the last seven (7) years** as on latest date of bid submission along with appropriate documents against proof of supply in support of experience criteria.

**Bidder has to submit copy of Purchase Order along with appropriate documents against proof of supply in support of experience criteria**

**ii) Financial PQR:**

Bidder must have achieved an average **Annual Financial Turnover (Audited) of Rs. 12 Lac or more**, over the **last three Financial Years (FY) i.e. 2019-20 & 2020-21 & 2021-22** and this requirement shall supersede other Turnover parameters cited elsewhere.

**Audited Financial documents of FY 2019-20 & 2020-21 & 2021-22** shall be furnished in support of Turnover and this requirement shall supersede other Turnover parameters cited elsewhere. 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.

In case of audited Financial statements have not been submitted for all the three years as indicated against Financial Turnover QR (Qualifying requirement) above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.

**iii) Note: Details of Risk Purchase Clause is enclosed in this Bid in format. Bidder has to submit acceptance (duly signed) to BHEL Risk Purchase Clause.**

**iv) Relaxation in Pre-Qualifying Requirement (PQR) for Micro and Small Enterprises (MSE's) and Start-ups:**

**a)** Technical Pre Qualifying Requirement (PQR) for prior experience: The technical pre-qualifying requirements, is relaxed by 50% (quantities or amount) of the original Pre -Qualifying Requirement specified in the tender (round off to the higher limit or number. Further, if the required quantity as per Original PQR is only one (1), then relaxed PQR shall also remain the same, since quantity is non-divisible in this case.)

**b)** Financial Pre Qualifying Requirement (PQR) including Turnover: The financial pre-qualifying requirements is relaxed by 50% of the original Pre -Qualifying Requirement specified in the tender.

**c)** Other Pre-Qualifying requirements such as Machineries, BIS, or any form of licenses or customer approval or requirements other than stated in Point no. (a) and (b) above, shall remain the same for all bidders.

**d)** Definition of Start-up shall be in line with Gazette Notification No DL 33004/99 dated 19.02.2019 and subsequent amendments, if any.

**e)** Bidder has to submit Factory details list of Plant and Machinery, Manufacturing facilities, quality control details, List of manpower etc. as per format attached.

**E) Payment Terms: -**

Following payment term shall be applicable in supersession of the payment terms provided elsewhere in GeM Bid:

Type of Bidder	Payment Terms (Number of days)
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<b>Micro &amp; Small Enterprises</b>	Payments shall be made to the Seller <b>within 45 days of issue of consignee receipt-cum-acceptance certificate (CRAC)</b> and on-line submission of bills ( This is in supersession of 10 days' time as provided in clause 12 of GeM GTC).
<b>Medium Enterprises</b>	Payments shall be made to the Seller within <b>60 days of issue of consignee receipt-cum-acceptance certificate (CRAC)</b> and on-line submission of bills ( This is in supersession of 10 days' time as provided in clause 12 of GeM GTC).
<b>Non MSME</b>	Payments shall be made to the Seller <b>within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC)</b> and on-line submission of bills ( This is in supersession of 10 days' time as provided in clause 12 of GeM GTC).

Payment shall be released as per above timeline after receipt & acceptance of materials at site and submission of following documents:

- a) GST Compliant Invoice (1 Original+ 2 Copies)
- b) Copy of LR
- c) Copy of Manufacturer's Test Result in Original (System generated/ e-signed certificates are acceptable)

**Note: Proof for Micro, Small and Medium Enterprises has to be furnished by the bidder**

#### **F) Conflict of Interest among Bidders/ Agents:**

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

- a) they have controlling partner (s) in common;**or**
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them**or**
- c) they have the same legal representative/agent for purposes of this bid;**or**
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
  - i) The principal manufacturer directly or through one Indian agent on his behalf**and**
  - ii) Indian/foreign agent on behalf of only one principal;

**or**
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to close

ly related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

**G) Documents required with materials for unloading at destination:**

- a) Duplicate for transporter copy of Invoice
- b) LR copy
- c) Packing Slips
- d) Gate pass
- e) Mill Test Certificate
- f) Supplier's Quality inspection report on Galvanization and/or Paint

Additionally one full set photocopy of all the above documents is also required along with supply.

**H) Guarantee:** Material shall be guaranteed against any defect for a period of 12 months from the date of receipt of Material at site. In case of notification of defect, supplier shall replace the defective material free of cost (inclusive of freight, material cost, taxes etc.) up to destination within a period of 30 days from the date of intimation by BHEL to Vendor.

**I) Test Certificate:** Mill Test Certificate for sheet and Supplier's Quality inspection report on Galvanisation and/or Paint should be as per specification (normally 2 copies) and extra if demanded by BHEL without any extra cost.

**J) Sample Test:** Random sample may be taken by "BHEL/ Third party inspection Agency" for inspection at Supplier's/Coil Manufacturer's works at the cost of supplier.

**K) Documents required with materials for unloading at destination:**

- a) Duplicate for transporter copy of Invoice
- b) LR copy
- c) Packing Slips
- d) Gate pass
- e) Mill Test Certificate
- f) Supplier's Quality inspection report on Galvanization and/or Paint

**L) Transit Insurance:** Transit insurance from supplier's works/warehouse to BHEL site stores shall be in scope of supplier

**M) Liquidated Damage:** If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever. **(GeM GTC 4.0 v1.11\_21Jun23).**

**N) Documents to be submitted by the vendor along with GeM Bid:**

- a) Signed Copy of Local Content/ Make in India Declaration (MII)
- b) Signed Copy of Land Border Restrictions
- c) Signed Copy of No Deviation Certificate

- d) Signed Copy of No Liquidation/ Bankruptcy Declaration
- e) Signed Copy of Udyam Certificate (if Applicable)
- f) Signed Copy of Prevention of Cartel Formation Declaration
- g) Signed copy of Risk Purchase Clause
- h) Signed Copy of Non-Disclosure Certificate
- i) PAN Copy
- j) GST Copy
- k) Cancelled Cheque/ NEFT RTGS Mandate duly signed by Banker
- l) Profit & Loss Statement with valid UDIN
- m) Signed Copy of Technical Specification/ TCC
- n) Signed Copy of GeM Bid
- o) Test Certificates (if applicable)
- p) Previous PO Copy in support of Experience

**It is important to note that, without submission of abovementioned documents as per SI No (N), bidder may be rejected after evaluation.**

**O) Unloading of Material:** Unloading of material is in the scope of BHEL if any

**P) Paying Authority and invoices shall be addressed to:**

BHEL Site Office Construction Manager,  
NTPC Sipat FGD Stage-II Project  
District - Bilaspur, Chhattisgarh - 495 555  
GST No.: 22AAACB4146P1ZP

**Q) Sold to Party & Ship to Party:**

BHEL Site Office Construction Manager,  
NTPC Sipat FGD Stage-II Project  
District - Bilaspur, Chhattisgarh - 495 555  
GST No.: 22AAACB4146P1ZP

**R) Warranty/ Guarantee:** As per TCC

**S) Other T&C:** All other T&C as per Technical Specifications and GeM GTC

19. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

**---Thank You/धन्यवाद---**