बिड संख्या/Bid Number: GEM/2025/B/6790669
दिनांक /Dated: 23-10-2025

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	03-11-2025 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	03-11-2025 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	45 (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	10300018-pswr
कुल मात्रा/Total Quantity	690
वस्तु श्रेणी /Item Category	Frame Work Agreement for Supply of the handrails with toe guards and Bends for various ongoing PSWR
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Handrails
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Handrails-IS:4912
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Handrails-IS:4912
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	185 Lakh (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Bidder Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/**Bid Details**	
क्या आप निविदाकारों द्वारा अपलोड किए गए 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	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
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 **90** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	17

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

लाभार्थी /Beneficiary :

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

विभाजन/Splitting

विभाजन/Splitting Applied	Yes
बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	2
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	60:40

एमआईआई के लिए आरक्षित / Reserved for Make In India products

एमआईआई के लिए आरक्षित / Reserved for Make In India products	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

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 will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

i. If number of technically qualified bidders are only 2 or 3.
ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Frame Work Agreement For Supply Of The Handrails With Toe Guards And Bends For Various Ongoing PSWR (690 metric tonne)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्ट दस्तावेज़ /Buyer Specification Document	Download

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	MAHESH KUMAR PARIHAR	759101,BHEL SITE OFFICE 2X660 MW NTPC TALCHER DIST-ANGUL, (Odisha) PIN-759107	690	365

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

1. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Frame work Agreement for Supply of the handrails for various ongoing PSWR Projects on 'F.O.R. ' Destination basis.

I. Techno – Commercial Terms and Conditions:

Part – I: Technical specification

1.1) Technical specification of Handrails: Product quoted by the bidder must meet the technical specification as cited below: -

S N	Item Description	Unit	Quantity
1	Supply of Handrails with toe guards: Specification is as follows: a. Straight & inclined type handrails to be supplied. b. Length of Hand Rail 6m per pipe or 12 m per pipe as per site requirement. c. Minimum 1000 mm or 1200 mm high (from floor/ roof level) (as per Projects requirement) d. 32 NB/40 NB GI Pipe confirming to IS: 1161 medium class (Dia – as per projects requirements) e. Galvanised (610 grams/m2 as per IS:4736) f. The spacing of vertical posts shall be maximum 1500mm. Two number of horizontal rails shall be provided including the top Member. g. Toe guard/ kick plate of min size 100mmx6 mm shall be provided. h. Galvanised (610 grams/m2 as per IS277) i. MS Flats conforming to IS:1730 j. Length of Hand Rail toe guard -6m per flat or 12 m per flat (as per requirement)	MT	**370**
2	Supply of galvanised MS pipe (ERW Type) of 32mm / 40mm dia nominal bore for hand railing (Min. 1000 mm high) as per specification, drawing, etc. including transportation, loading/unloading etc. MS pipes (medium class) shall conform as per IS: 1161 (latest) and shall be galvanised @ 610g/sqm as per IS: 4736 (latest), length of approx. 6 Mtrs (-0mm/+20mm), etc. all complete.	MT	**260**
3	Supply of 45° ,90° ,135° GI bends and C-bends shall be galvanised as per IS : 4736. Minimum weight of galvanising shall be 610 g/sqm	MT	**30**
4	Supply of the 6000 mmX100 mmX6 mm galvanised Toe guard plates in Loose condition and shall be galvanised as per IS : 4736. Minimum Weight of galvanising shall be 610 g/sqm.	MT	**30**

1.2) Broad Scope Includes the Following:

i. Preparation and Submission of the MQP & approval from BHEL/Customer. Agency has to make the necessary changes in design data as per BHEL/customer recommendations.

ii. Arranging the inspection of the fabricated handrail prior to dispatch to BHEL/TPI/Customer.

iii. Supply of the Hand rails to the respective sites as per issued Sub-PO under FWA.

1.3) BHEL will not be liable for issuance of full quantity of the framework agreement. BHEL will issue the Sub-PO’s for the respective sites as per need basis. Time schedule for supply of the ordered quantity as per the clause mentioned commercial term **Clause-1 (Delivery Schedule).**

1.4) Tentative distribution of Project wise quantities is tabulated below

SN	Item Description	Unit	Quantity for PSWR ongoing Projects						T
			Patratu	Talcher	MSPGCL Koradi	CSPGCL Korba	GSECL UKAI EPC	FGD Projects	
1	Supply of Handrails with toe guards: Specification is as follows: a. Straight & inclined type handrails to be supplied. b. Length of Hand Rail 6m per pipe or 12 m per pipe as per site requirement. c. Minimum 1000 mm or 1200 mm high (from floor/ roof level)(as per Projects requirement) d. 32 NB/40 NB GI Pipe confirming to IS: 1161 medium class (Dia – as per projects requirements) e. Galvanised (610 grams/m2 as per IS:4736) f. The spacing of vertical posts shall be maximum 1500mm. Two number of horizontal rails shall be provided including the top Member. g. Toe guard/ kick plate of min size 100mmx6 mm shall be provided. h. Galvanised (610 grams/m2 as per IS277) i. MS Flats conforming to IS:1730 j. Length of Hand Rail toe guard -6m per flat or 12 m per flat (as per requirement)	MT	120	205	30	5	5	5	

2	Supply of galvanised M S pipe (ERW Type) of 32mm / 40mm dia nominal bore for hand railing (Min. 1000 mm high) as per specification, drawing, etc. including transportation, loading/unloading etc. MS pipes (medium class) shall conform as per IS: 1161 (latest) and shall be galvanised @ 610g/sqm as per IS: 4736 (latest), length of approx. 6 Mtrs (-0mm/+20mm), etc. all complete.	MT	100	105	30	8	7	10
3	Supply of 45° ,90° ,135° GI bends and C-bends shall be galvanised as per IS : 4736. Minimum weight of galvanising shall be 610 g/sqm	MT	8	15	2	1	2	2
4	Supply of the 6000 mmX100 mmX6 mm galvanised Toe guard plates in Loose condition and shall be galvanised as per IS : 4736. Minimum Weight of galvanising shall be 610 g/sqm.	MT	8	15	2	1	2	2

2. Inspection & Testing at Suppliers Works:

2.1) Agency has to submit the MQP and getting the approval from BHEL & Customer. Prior to start of fabrication. Bidder has to start the fabrication only on the basis of Approved MQP.

2.2) BHEL reserves the right to inspect the material during manufacturing and also to get tested the material under dispatch from third party. The test results of third-party test shall be final and binding on the vendor.

2.3) BHEL will reserve the right to inspect/test the material during/after manufacturing at suppliers' works, and/or at BHEL Site. In case of rejection at any stage, supplier shall be liable to replace the materials at his own cost.

2.4) No material shall be dispatched by supplier unless and until Material Dispatch Clearance Certificate (MDCC) issued by BHEL/Site/customer.

2.5) The agency shall provide **a minimum of 3 days' advance notice** for material inspection. Upon receipt of the inspection request, the **material inspection shall be conducted within 3 days**. Subsequent to successful inspection, the **MDCC (Material Dispatch Clearance Certificate)** shall be issued **within the following 2 days**

2.6) The agency shall ensure dispatch and delivery of materials to the site within 7 days from the date of issuance of the MDCC (Material Dispatch Clearance Certificate) or dispatch clearance, whichever is applicable.

2. **Splitting :** Applicable. BHEL reserves the right the split the order between L1 and other qualified bidders in the ratio 60:40, in the following mode

Case 1: For Award of Procurement, the attempt shall be made to distribute the work approximately in the ratio of 60:40 between L-1 bidder & the other bidder as per GeM Bid T&C. For this, L-1 bidder shall be awarded for 60% of quantity. For remaining 40% of quantity next bidder in the order of their price competitiveness (i.e L-2, then L-3 & So on) shall be given an option to match their price/item rate, with the Awarded/Finalized Price/Item rate of L-1.

In case next bidder in the order of their price competitiveness (i.e L-2, then L-3 & So on)

accept the price match option within the defined period (provided by GeM portal) then 40 % of the quantity shall be awarded to the bidder on price match basis.

Case 2: In case none of the bidders agrees to Price Match the Awarded Price/Item Rate of L

-1 for remaining quantity, then 100% tendered quantity shall be awarded to L-1 bidder.

Note : the above splitting criteria may change as per MSE guideline applicable on GeM Portal

Note: For any splitting related dispute due to MSE Purchase preference and MII reservation criteria whatever GeM system permits at the time of splitting shall prevail and record of the same shall be maintained at the time of award

3. Tolerance: -

a) Ordering Quantity Tolerance: **± 25 % for each item**

b) Supply Quantity Tolerance: **± 10 % for each item**

C) Agencies shall not be entitled to any compensation or revised rates for quantity variations within the limits mentioned above, whether on the higher or lower side. In case of additional quantities within the specified variation, payment shall be made strictly as per the awarded rates for the respective items. The contract shall be considered closed upon reaching the specified quantity variation limit.

4. Delivery should be made in bundled condition. Material shall be packed in such a manner so as to prevent damage in ordinary handling and transport. Each package shall contain only one size of material. Proper packing and tonnage is to be ensured. Loading shall be done over wooden logs placed above trailer bed to facilitate easy unloading. Each package must be suitably marked with a tag for identification as given below: (legibly written on the packet)

a) BHEL's Purchase Order Number
b) Project Name
c) Name of the Manufacturer
d) Material Grade & Condition
e) Weights of the Contents.
f) Sheet Thickness

5. **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.

6. **Test Certificate** : material Test Certificate for pipes 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.

7. **Sample Test**: Random sample may be taken by site for third party inspection at the cost of supplier as per BHEL requirement.

8. **Documents required with materials for unloading at destination:**

a) Duplicate for transporter copy of Invoice

b) LR copy

c) Weighment/ Weighbridge slip

d) Gate pass

e) Material 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 .

9. Price variation Compensation:

9.1 In order to take care of variation in cost of material on either side, due to variation in the index of Galvanized iron pipes, labour & Diesel. Price Variation Formula as described herein shall be appli cable.

9.2 85% component of Contract Value shall be considered for PVC calculations and remaining 15% shall be treated as fixed component. The basis for calculation of price variation in each category, their component, Base Index shall be as under:

SLNO.	CATEGORY	BASE INDEX	PERCENTAGE COMPONENT ('K')
1	LABOUR (ALL CATEGORIES)	'MONTHLY ALL-INDIA AVERAGE CONSUMER PRICE INDEX NUMBERS FOR INDUSTRIAL WORKERS' published by Labour Bureau, Ministry of Labour and Employment, Government of India. (Website: labourbureau.nic.in)	5
2	HIGH SPEED DIESEL OIL	Name of Commodity: HSD Commodity Code: 1202000005 (**See Note E**)	5
3	Galvanized iron pipes	**Name of Commodity :** Galvanized iron pipes **Type :** Individual Commodity	75

Note: As per the 'MONTHLY WHOLE SALE PRICE INDEX' for the respective Commodity and Type, published by Office of Economic Adviser, Ministry of Commerce and Industry, Government of India. (Website: http://eaindustry.nic.in/home.asp). Revisions in the index or commodity will be re adjusted accordingly.

10.1 Payment/recovery due to variation in index shall be determined on the basis of the following notional formula in respect of the identified COMPONENT ('K') viz LABOUR, HIGH SPEED DIESEL OIL, and Galvanized iron pipes.

P = KxRx Xn- Xo)/ Xo

Where

P = Amount to be paid/recovered due to variation in the Index for Labour, High Speed Diesel Oil, and Galvanized iron pipes

K = Percentage COMPONENT ('K') applicable for Labour, High Speed Diesel Oil, Galvanized iron pipes

R =Value of work done for the billing month (Excluding Taxes and Duties if payable extra)

Xn = Revised Index for Labour, High Speed Diesel Oil, Galvanized iron pipes for month **of release of the Sub PO**

Xo = Index for Labour, High Speed Diesel Oil, Galvanized iron pipes as on the Base date .

10.2 Base date shall be the calendar month of framework agreement date.

10.3 PVC will be payable for items supplied under quantity variation of BOQ items under originally awarded contract.

10.4 The contractor shall furnish necessary monthly bulletins in support of the requisite indices from the relevant websites along with his Bills.

10.5 The contractor will be required to raise the bills for price variation payments on RAB basis irrespective of the fact whether any increase/decrease in the index for relevant categories has taken place or not. In case there is delay in publication of bulletins (final figure), the provisional values as published can be considered for payments and arrears shall be paid/recovered on getting the final values. PVC for Vendor delay part will not be applicable.

However total quantum of Price Variation amount payable/recoverable shall be regulated as follows:

iv. For the portion of shortfall/ backlog not attributable to contractor, PVC shall be worked out on the basis of indices applicable for the respective month in which Sub PO is released. Base index shall be applicable as defined in clause 10.4.

v. In case of Force majeure, PVC shall be regulated as per (a) or (b) below:

a) Force majeure is invoked before "base date"/"revised base date" (as explained below) OR immediately after "base date"/"revised base date" in continuation (i.e. during the period when PVC is not applicable):

1. Base date shall be revised: Revised base date =Previous base date + duration of Force majeure.

2. No PVC will be applicable for the supply done till revised base date.

b) PVC will be applicable for the supply done after "base date"/"revised base date" as the case may be (during extended period when delay is not attributable to contractor).

1. PVC shall be applicable for the supply done after revocation of force majeure.

2. PVC for the supply done after revocation of force majeure shall be worked out on the basis of indices applicable for the respective month in which supply is done excluding the effect of change in indices during total period of Force majeure(s) invoked after "base date"/ "revised base date" as the case may be. Base index shall be taken as on "base date"/ "revised base date" as the case may be.

10.6 The total amount of PVC shall not exceed 15% of the cumulatively executed contract value. Executed contract value for this purpose is exclusive of PVC, ORC, Supplementary/Additional Items and Extra works except extra items due to quantity variation

Part – II: Commercial

1. **Delivery Schedule**

v Delivery period from the date of intimations (Through mail / Separate Sub POs) Shall be as follows:

i. For ordered quantity up to 15 MT – 8 weeks from the date of intimation.

ii. For ordered quantity more than 15 MT and up to 30 MT – 10 weeks from the date of intimation.

iii. For ordered quantity more than 30 MT and up to 50 MT – 12 weeks from the date of intimation.

iv. If the ordered quantity exceeds 50 MT, an additional 1 week shall be provided for every additional 25 MT (or part thereof).

Time Schedule for various in process activities:

Sr. No	**Activities**	**Time frame**	**Inputs Provided By**		**Remarks**
			BHEL	**Vendor**	
1	Engineering drawing & Load data	With 5 days from the date of Sub PO	Yes		
	Submission of MQP by agency	With 5 days from the date of Sub PO		Yes	
	Approval of MQP	5 days after submission	Yes		
	Submission of Design data for Deck Sheets, /polycarbonate sheets/Cladding sheets	Within 7 days for release of the Drawings/ load data		Yes	
	Approval of submitted Design data	Within 7 days of submission	Yes		
	Submission of the Cutting plan/detail drawing	Within 5 days of release of the Engineering drg/architectural drg		Yes	
	Approval of the Cutting plan	With 5 days after submission of the cutting plan by agency	Yes		

2. **Delivery Destination: Consignee details provided elsewhere is tentative and for reference of Quantity and time period of FWA only actual consignee locati**

on shall be intimated at the time of issuing sub POs

Sold to Party & Ship to Party

a) BHEL Site Office,

Construction Manager, 3X800 MW PVUNL Patratu STPP

Dist.- Ramgarh, Patratu, PIN – 829119, Jharkhand

GST No.: 20AAACB4146P5ZP

b) Bharat Heavy Electricals Ltd.

BHEL SITE OFFICE, Construction Manager,

2X660 MW NTPC TALCHER,

DIST- ANGUL, Odisha, PIN-759101

GST No. 21AAACB4146P1ZR

Note : Apart from above Projects other various Ongoing Projects sites of the PSWR like, NSPCL Bhilai, NTPC FGD Korba, NTPC Sipat, NTPC Ramagundam and various State Govt owned Projects like GSECL Ukai, MSPGCL- Koradi and CSPGCL Korba West Etc. Shall be intimated separately while placing the Sub Purchase order.

Documents required for payment:

a) GST Compliant Tax Invoice
b) Copy of dispatch clearance (CHP/MDCC/email)
c) Packing list.
d) Stores Receipt Voucher (issued by consignee/BHEL site office).

v Paying Authority shall be **respective project sites of the PSWR, whom materials will be supplied.**

3. **General Conditions:**

Packing

a) Deck Sheets/Cladding Sheets/Poly carbonate sheet of any individual Pkgs shall be pkg separately with proper stencilling for easy identification.
b) Packing should be such that there should not be any damage in transit.
c) BHEL Purchase Order no. should be written on the boxes for easy identification of terial.

Documents forwarding

a) LWB (Lorry Way bill no.), Packing Slip (indicating quantities) and GST invoice (trar rter copy) shall be sent to the consignee along with the vehicle.
b) Documents as listed in the Payment terms shall be sent to the Site.

4. **Payment Terms:** Following payment terms shall be applicable (This shall supersede the payment terms mentioned elsewhere in GeM).

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

Proof for Micro, Small and Medium Enterprises has to be furnished by the bidder.
Payment shall be will be released as per above timeline against Supply with submission of following Documents: -

a) GST Compliant Tax Invoice.
b) Copy of dispatch clearance (CHP/MDCC/email)
c) Packing list.
d) Stores Receipt Voucher (issued by consignee/BHEL site office).

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

A) **Technical PQR:**

I. Bidder must have supplied minimum 50 MT of Handrails in a single year in last 3 years from latest date of bid submission and must be supported with proper documentary evidence of the same along with appropriate document against proof of supply shall be provided with offer in support of experience criteria.

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.

b. Execution certificate by client with order value.

c. Any other document in support of order execution like Third Party Inspection release not e, etc.

B) **Financial PQR**

Bidder must have achieved an average annual financial turnover (Audited) ofRs. 185 Lakhs or more, over the last three Financial Years (FY) i.e. 2021-2022, 2022-2023 & 2023-24 and this requirement shall supersede other Turnover parameters cited elsewhere.

Audited Financial documents of FY 2021-2022, 2022-23 & 2023 – 24 shall be furnished in support of Turnover Criteria. 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.

6. Relaxation in Pre-Qualifying Requirement (PQR) for Micro and Small Enterprises (MSE's) and Startups:

1. Definition of startup shall be in line with Gazette Notification No DL 33004/99 dated 19.02.2019 with subsequent amendments, if any.

2. Norms for startups Medium Enterprises in Public Procurement shall be in line with OM no. F.20-2/2014-PPD(pt) dtd 27/07/2017 and O.M. NO. F.20/2/2014-PPD(pt.) dated 20.09.2016 issued GOI, Ministry of finance, Department of expenditure, Procurement policy division, along with D.O. No. 12(11)/2017-SI dtd 22/06/2017 of DoE.

3. Bidder shall keep updated themselves with all related orders/schemes issued by the Govt from time to time, DPIIT portal for start-ups may also be checked.

4. Bidder shall submit Startup recognition certificate (no.) issued by competent authority which shall be checked for authenticity.

5. Startup bidders shall be exempted from the payment of EMD. 6. Provision in the tender document regarding relaxation in prior experience and turnover criteria for Startups & MSE's as mentioned below:

(a) Technical Pre-Qualifying Requirement (PQR) for prior experience:

i. Technical pre-qualifying requirements is relaxed by 50% (quantities /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.) ii. Other Technical Pre-Qualification requirements or any form of licenses or requirements other than stated in Point no. i above, shall remain the same for all bidders.

(**b) Financial Pre-Qualifying Requirement (PQR) Turnover (C.1):** Financial pre-qualifying requirements is relaxed by 50% of the original Pre –Qualifying Requirement specified in the tender (round off to the higher limit or number)."

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

8. Liquidated Damages shall be applicable as per GeM GTC.

9. Ordered Quantity Variation: +/-25% (As per GEM ATC).

10. Transit Insurance: As per GeM, Transit insurance from supplier’s works/warehouse to BHEL site stores shall be in scope of supplier.

11. Performance Bank Guarantee (PBG): Applicable. Vendor shall submit Performance Bank Guarantee for 5 % of total value of Individual Purchase Order. Duration of PBG will be 17 Month from date of Individual PO.

12. 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:

1. The principal manufacturer directly or through one Indian agent on his behalf; and

2. Indian/foreign agent on behalf of only one principal;

or

g) A Bidder or any of its affiliates participated as a consultant in the 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 u nits, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Treatment of cases regarding 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 procurements 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 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 suitab1e action shall be taken by BHEL as per extant policies/ guidelines

13. Limitation of Liability:

“Notwithstanding anything to the contrary in this Contract or LOA or Work Order or any other mutually agreed document between the parties, the maximum liability, for dama ges, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. Neither party shall be liab le to the other for any indirect or consequential loss or damage, including but not limit ed to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary los ses whatsoever, arising out of or in connection with this contract.

This shall not be applicable on the recoveries made by Customer from BHEL on accoun t of Contractor, any other type of recoveries for workmanship, material, T&P etc. due fr om the contractor.”

This shall be the part of General Conditions of Contract for this tender.

14. BREACH OF CONTRACT, REMEDIES AND TERMINATION:

12.1 The following shall amount to breach of contract:

I. Non-supply of material/ non-completion of work by the Supplier/Vendor within sche duled 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 suffi cient reasons even before expiry of the delivery/ completion period to justify that su pplies 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 compl etion 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 co ntract. In case of breach of contract, BHEL shall have the right to terminate the Purc hase 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 e ntering 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 co uld expose BHEL and/ or Owner to adverse consequences, financial or otherwise.

X. Supplier/Vendor is convicted of any offence involving corrupt business practices, an tinational activities or any such offence that compromises the business ethics of BH EL, 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 Su pplier/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 remedi al 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 12.1 has expire d and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to ter minate 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 equival ent to 10% of the Contract Value for the damages on account of breach of contract c ommitted by the Supplier/Vendor. This amount shall be recovered by way of encashin g 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 le ss 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 sh all be pursued.

III. wherever the value of security instruments like performance bank guarantee avail able with BHEL against the said contract is 10% of the contract value or more, such s ecurity 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 i s less than 10% of the contract value, the 10% of the contract value or the balance a mount, 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 t he 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 prescribe d 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 th e same contract.

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

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

VII. 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.

VIII. 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.
   (b) 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.

LD against delay in executed supply in case of Termination of Contract:

LD against delay in executed supply shall be calculated in line with LD clause, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract.

Method for calculation of “LD against delay in executed supply in case of termination of contract” is given below.

i. Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
ii. Let the value of executed supply till the time of termination of contract= X
iii. Let the Total Executable Value of supply for which inputs/fronts were made available to Supplier/Vendor and were planned for execution till termination of contract = Y
iv. Delay in executed supply attributable to Supplier/Vendor i.e. T2=[1-(X/Y)] x T1
v. LD shall be calculated in line with LD clause (clause 18.0) of the Contract for the delay attributable to Supplier/Vendor taking “X” as Contract Value and “T2” as period of delay attributable to Supplier/Vendor.

13. Earnest Money Deposit: Not applicable.

14. Integrity Pact: Applicable.

15. Other T&C: As per extant guidelines of GeM General terms and conditions & Additional Terms & Conditions.

16. Special Note:

a) In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

b) In case more than one bidder happens to occupy L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a Toss/ Draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

c) Ranking will be done accordingly. BHEL decision in such situations shall be final and binding.

17. Documents to be submitted by the vendor along with GeM Bid:

a) Signed Copy of 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 Prevention of Cartel Formation Declaration

f) Signed Copy of Non-Disclosure Certificate

g) PAN Copy

h) GST Copy

i) Cancelled Cheque/ NEFT RTGS Mandate duly signed by Banker

j) Profit & Loss Statement with UDIN of approved authority

k) Signed Copy of Technical Specification/ TCC

l) Signed Copy of GeM Bid

m) Test Certificates (if applicable)

n) Signed and duly filled copy of IP

.

2. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

3. **Scope of Supply**

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

4. **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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

5. **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.

6. **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 %.

7. **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.

8. **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.

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. **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.

11. **Forms of EMD and PBG**

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

Bharat Heavy Electricals Limited
payable at
Nagpur
.
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.

12. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

Bharat Heavy Electricals Limited
. 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 EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR 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

Bharat Heavy Electricals Limited
payable at
Nagpur
.
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.
40227423158
IFSC Code
SBIN0000432
Bank Name
State Bank of India
Branch address
SBI, Kingsway Branch, Branch Code-00432, Nagpur
.
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

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.

16. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

यह 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---