

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	31-03-2026 16:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	31-03-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (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	10110009-heap, Haridwar
कुल मात्रा / Total Quantity	1
वस्तु श्रेणी / Item Category	Balancing Pedestal and Measurement System
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Balancing Pedestal and Measurement System
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Capacitance and Tan Delta Measurement Kit (V2), Electric Pedestal Type Fan and Regulator Conforming To IS 1169, Ba Tester, Portable Photosynthesis/ Gas exchanging (by plant) measurement system, Executive Table (V4), 3D Laser Scanning and Imaging System as per MHA QRs, Package No. 3 Atal Tinkering Lab of Niti Aayog Mechanical, Electrical and Measurement Tools, Infrared Medical Thermometer For Measuring Body Temperature, VCCS: Voice communication and control systems (AAI), MSW and Medical Waste Decomposition System (Magnetic and Thermal)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>• Core Balance Current Transformers (CBCT) (BHEL)</li> <li>• Virtual Load Balancer Software</li> <li>• Analytical Semi - Micro Balances</li> </ul>
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No

<b>बिड विवरण/Bid Details</b>	
विक्रेता से मांगे गए दस्तावेज़/ <b>Document required from seller</b>	Experience Criteria,Certificate (Requested in ATC),Additional 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Compliance of BoQ specification and supporting docum *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 buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/ <b>Do you want to show documents uploaded by bidders to all bidders participated in bid?</b>	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	4
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/ <b>Bid to RA enabled</b>	Yes
रिवर्स नीलामी योग्यता नियम/ <b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/ <b>Type of Bid</b>	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / <b>Time allowed for Technical Clarifications during technical evaluation</b>	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ <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 consignee receipt-cum-acceptance certificate (CRAC) and or submission of bills (This is in supersession of 10 days time a provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/ <b>Evaluation Method</b>	Total value wise evaluation
मध्यस्थता खंड/ <b>Arbitration Clause</b>	No
सुलह खंड/ <b>Mediation Clause</b>	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
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ईएमडी राशि/EMD Amount	4000000
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#### ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

#### लाभार्थी /Beneficiary :

HEEP HARIDWAR  
10110009-HEEP, Haridwar, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises  
(Bhel)

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

#### एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

#### एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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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	100

1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to be given as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the local value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. 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 a 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 to avail 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) margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. 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 portal as well as validated and approved by Buyer after evaluation of documents submitted.

3. 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:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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.
- 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.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

#### Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
24-03-2026 14:00:00	Main Admin Building

## Balancing Pedestal And Measurement System ( 1 pieces )

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Conte required for qualifying as Class 1 and Class 2 Local Supplier respectively)

### तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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उपरोक्त मद के लिए इंस्टॉलेशन कमीशनिंग एंड टेस्टिंग (आईसीटी) का विवरण / Installation Commissioning and Testing (ICT) del for the above item:

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	20%
Number of days allowed for ICT after site readiness communication to seller	90 Days
ITC Available On GST	100%
ITC Available On GST Cess	100%

### इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	100%

### 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/Delive Days
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	1	240

### Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Iter
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क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Iter
1	Technical Specifications <a href="#">View</a>	Technical Specifications	Balancing Pedestal And Measurement System(1)
2	PQR <a href="#">View</a>	PQR	Balancing Pedestal And Measurement System(1)
3	Annexure I <a href="#">View</a>	Annexure I	Balancing Pedestal And Measurement System(1)
4	BG Format for EMD <a href="#">View</a>	BG Format for EMD	Balancing Pedestal And Measurement System(1)
5	Integrity Pact <a href="#">View</a>	Integrity Pact	Balancing Pedestal And Measurement System(1)
6	MII Format <a href="#">View</a>	MII Format	Balancing Pedestal And Measurement System(1)
7	No Deviation Certificate <a href="#">View</a>	No Deviation Certificate	Balancing Pedestal And Measurement System(1)
8	Land Border Declaration <a href="#">View</a>	Land Border Declaration	Balancing Pedestal And Measurement System(1)

**The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and not lead to any restrictive bidding.**

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

### 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 ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rate. 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  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , 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.

### 2. Generic

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

STORES  
BHEL HEEP  
RANIPUR  
HARIDWAR  
UTTRAKHAND-249403

### 3. 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](#)

### 4. 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.

### 5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

S.No.	Material Code & Item Description	Total Quantity (No)	Date for Supply Completion
1.	<b>Material Code</b> ZWO012301019 Balancing Pedestal and Measurement System as per enclosed Technical Specifications	01 No	Delivery is required within 240 days from the date of Purchase Order. Early delivery is acceptable.

#### **Note for Pre-bid Meeting:**

**Pre-bid meeting shall be conducted after one week from the date of enquiry. Bidders are required to show their willingness to attend the meeting by sending mail to [raj कुमार1@bhel.in](mailto:raj कुमार1@bhel.in) or [hkumar.keshari@bhel.in](mailto:hkumar.keshari@bhel.in). Accordingly, further details shall be sent to interested bidders.**

1. **PAYMENT TERM:** 80% payment of Supply value shall be made within 45 days for MSE, 60 days for Medium Eases and 90 days for Non-MSE from the date of receipt of material at BHEL. Balance 20% of Supply value plus of E&C portion of PO value will be paid against E&C certificate issued by BHEL and submission of Performance Guarantee (PBG) valid for 27 months from the date of successful commissioning and final acceptance by BHEL supplier from any of the Scheduled Bank for 10% of total PO Value in the prescribed Format.

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**Note: Standard Payment terms of GEM are not applicable.**

2. **ERECTION & COMMISSIONING** - Erection & Commissioning (E&C) value will include services to be rendered like erection, commissioning, job proving, performance tests, training to operators etc. (Whichever is applicable for this case).

The estimated percentage of erection & commissioning value is 20% of total equipment cost.

**3. ERECTION & COMMISSIONING TIME PERIOD:** Time period required for E&C: 90 Days (Ninty Days) from the date of first intimation by BHEL.

**4. CHARGES FOR SERVICES AT BHEL HARIDWAR:** Prices offered on GeM portal shall be inclusive for complete scope of work.

**5. LIQUIDATED DAMAGES/PENALTY CLAUSE FOR 'SUPPLY' AND 'E&C':**

For the purpose of Liquidated Damages/Penalty for delayed E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.

Liquidated Damages/Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Liquidated Damages/Penalty will be considered separately for 'Supply' and 'E&C'.

The rate of Liquidated Damages/Penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C).

The rate of Liquidated Damages/Penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).

Maximum Liquidated Damages/Penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).

For calculating Late Delivery Liquidated Damages/Penalty, delivery date shall be considered as date of receipt at BHEL Haridwar (if supply is direct to BHEL) or date of GR + one week (if documents are through bank).

**6. Evaluation shall be done on Total Landed Cost to BHEL Haridwar.**

Total Landed Cost to BHEL includes Material cost, Insurance charge, Freight charges & GST etc.

**7. Delivery Basis:** FOR BHEL Haridwar Basis.

**8. Delivery Period:** Delivery is required within 240 days from the date of placement of PO. Early delivery is acceptable.

**9. PRE-DISPATCH INSPECTION CLAUSE:** BHEL is authorized to pre-inspect the material at vendor's works. Material will be dispatched only after getting clearance from BHEL. Bidders should give Pre-Dispatch Inspection (PDI) call at least 30 days before the scheduled delivery date. If supplier fails to give pre-inspection call within stipulated time, this will not be a reason of LD waiver or delivery extension. Travel, Lodging & Boarding charges of BHEL inspectors / trainees during pre-inspection and training will be borne by BHEL.

For details, please refer Technical Specification of the Tender Enquiry.

**10. PERFORMANCE BANK GUARANTEE (PBG):** Performance Bank Guarantee (PBG) valid for 27 months (i.e. 24 months for Warranty period + 3 months claim period) for 10% of total PO Value in the prescribed BHEL Bank Guarantee format.

format in the currency of order. The PBG confirmation charges shall be borne by vendor. This bank guarantee have to be submitted before release of last balance payment. (Bank Guarantee Format is enclosed). The Performance Security shall not carry any interest.

**11. CONTRACT EXECUTION BANK GUARANTEE (CEBG):** Vendor has to submit Contract Execution Bank Guarantee or 10% of the total PO value in the currency of order within 30 days from the date of purchase order in the format of Bank Guarantee in BHEL format. CEBG shall be kept valid until 30 days after the date of E&C certificate, which is issued on completion of Erection & Commissioning of equipment which includes erection, commissioning, job completion, performance tests, training to operators etc. as prescribed in PO. If the supplier fails to submit the CEBG within 60 days from the date of PO, BHEL reserves the right to cancel PO & forfeit the EMD given by the supplier. In such case, action will be initiated in line with BHEL's extant guidelines for Suspension of Business dealings with Suppliers.

**Under all circumstances, CEBG shall be kept valid till the PBG becomes operational.**

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**CEPG/PBG may be furnished in the following forms:**

- i. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Transfer in favour of BHEL.
- ii. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Comparison. The Bank Guarantee format should have the approval of BHEL.
- iii. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- iv. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patra etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ mortgaged, as applicable, in favour of BHEL).
- v. Insurance Surety Bond.

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or return of the documents or in any other matter connected therewith)

**Note: BG percentage mentioned in STC shall supersede standard BG terms of GeM.**

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**12. ATTENDING TO ANY COMPLAINT DURING WARRANTY PERIOD:** Vendor will have to ensure deputation of people for attending to any complaint during Warranty period within 7 days of intimation.

In case of delay BHEL will be within their rights to get the job completed at the risk and cost of the supplier.

**13.** Purchaser i.e. BHEL, Haridwar reserves the right to cancel this GEM Bid Tender Enquiry at any stage of Tender Enquiry but, before Purchase Order Placement on GeM Portal. BHEL Haridwar shall not be liable to any of the bidder or any other agencies to tell the reason for cancellation of this GEM Bid Tender Enquiry. In this matter the decision of the Purchaser which is BHEL Haridwar shall be final and can't be challenged in any court of Law.

**14. ERNEST MONEY DEPOSIT (EMD):**

EMD shall be applicable for this tender of **Rs.40 Lakh Only**

EMD shall be waived off for Central/ State PSUs/ Government depts./ Autonomous/ Educational/Research insti /Joint Venture or Subsidiary companies of BHEL/ Procurements directly from the manufacturer or authorized a

EMD shall be waved off as per GEM Terms and Conditions also for vendors who are seeking exemption as per erms and Conditions.

Please note that EMD by the tenderer shall be forfeited as per Tender Documents if, the successful bidder/ven fuses to honor the order after award of the same or him and/or withdraws his bid and/or unilaterally changes er and/or any of its terms & conditions within the validity period.

EMD given by the unsuccessful tenderer shall be refunded on acceptance of award / LOI/ PO by successful ter The EMD of successful bidder shall be returned after submission of Contract execution bank guarantee.

EMD shall be not carry any interest. EMD shall be returned after PO placement.

The EMD will be accepted only in the following forms:

- i. Electronic Fund Transfer credited in BHEL account (before tender opening).
- ii. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer) .
- iii. Fixed Deposit Receipt (FDR).
- iv. Bank Guarantee from any of the Scheduled Banks.
- v. Insurance Surety Bonds.

#### **15. Preference to Make in India:**

For this procurement, the local content to categorize a Supplier/Vendor as a Class I local supplier/ Class II local supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the central ministry, changing the definition of local content for the items of the GeM Bid, the same shall be applicable if issued after issue of this GeM Bid, but before opening of Part-II bids against this GeM Bid.

The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification (Form enclosed) that the item offered meets the minimum local content and shall give details of the location (s) at which the local value addition is made.

#### **16. MSE:**

Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Government certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ST & Women Owned)
Micro			
Small			

Note: If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is falling under MSE category.

**17. GST Input Tax Credit shall be applicable for this tender.**

**18. Test Certificates are required as per technical specification.**

**19. Operation and Maintenance manual with circuit diagram/ PCB diagram details for all items is required.**

**20. Test Certificate/ Calibration Certificate of Pick Up used in machine is required.**

**21. Warranty certificate is required as per tender condition.**

**22. Warranty Period: Warranty period shall be 24 months from the date of successful commissioning of equipment.**

**23. For the successful bidder, irrespective of the value of the invoice amount, successful bidder shall be required to upload the dispatch & invoice details on BHEL SUVIDHA portal at <https://suvidha.bhel.com>, prior to dispatch. All documents as per PO checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) up to and up to Rs five lakhs, in case they were not digitally signed and uploaded on the portal.**

**24. The bid received from same IP address shall be outrightly rejected and shall not be considered for further Evaluation.**

**25. The tender will also be published on [www.hwr.bhel.in](http://www.hwr.bhel.in) and [www.bhel.com](http://www.bhel.com). Any further corrigendum shall be issued only on GeM portal only.**

**26. Price Bid Validity shall be 180 days from the date of part-1 opening.**

**27. Signing of Integrity Pact (IP):**

**a)** IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Suppliers are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee the implementation of IP in BHEL.

S.No.	IEM	Email
1.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>

2.	Shri R. Mukundan, IRPS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
3.	Shri Madan Lal Meena, IAS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

- b)** The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- c)** Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising of the tendering process, the matter may be referred to the panel of IEM(s). All correspondence with the IEMs shall be done through email only.

**Note:**

*No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are as mentioned below.*

For all clarifications/ issues related to the tender, please contact:

Name: Raj Kumar Deptt: PPX-Capital Address: 4th Floor, Main Admn Building, BHEL HEEP, Ranipur, Haridwar, Uttarakhand-249403 Phone: 9711551224 Email: <a href="mailto:rajkumar1@bhel.in">rajkumar1@bhel.in</a>	Name: Ashish Kumar Keshari Deptt: PPX-Capital Address: 4th Floor, Main Admn Building, BHEL HEEP, Ranipur, Haridwar, Uttarakhand-249403 Phone: 9997459201 Email: <a href="mailto:ashishkumar.keshari@bhel.in">ashishkumar.keshari@bhel.in</a>
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The IP duly signed by authorized official of bidder / contractor / vendor and authorized official of BHEL shall form a part of Purchase order / contract.

**28. NO INTEREST PAYABLE TO CONTRACTOR**

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL. etc., whenever it becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

**29. Reverse Auction Terms and Conditions:**

Reverse Auction shall be applicable in this tender and H1 bidder shall be eliminated as per GeM T&C.

**30. For any kind of queries related to this tender enquiry, kindly contact following executives:**

[rajkumar1@bhel.in](mailto:rajkumar1@bhel.in) (+919711551224) and [ashishkumar.keshari@bhel.in](mailto:ashishkumar.keshari@bhel.in) (9997459201 /01334281961).

**Additional Commercial Terms & Conditions mentioned in Annexure-I are also applicable.**

**6. 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.

**अस्वीकरण/Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority 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 to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If 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 being 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 terms 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 they can raise their representation against the same by using the Representation window provided in the bid details

in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

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

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

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

[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 निम्नलिखित बातें ध्यान में रखनी चाहिए। 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 Restriction 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 shall be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---