

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-08-2025 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-08-2025 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	4
वस्तु श्रेणी /Item Category	W90414907353 REFERIGATION GAS DRIER WITH SS HEAT EXCHANGER SPEC: TG60327 REV: 15 SIZE: . ItemId: B , W90414907175 DRG: . REV: 00 COMMISSIONING OF REF. GAS DRIER SPEC: TG60327 REV: 15 ItemId: BG011
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	COMMISSIONING OF REF. GAS DRIER
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Refrigerant Gas, MOLECULAR SIEVE TYPE - 3A FOR INERT GAS DRIER (3 MM DIA PELLETS) for ONGC, Refillable Seamless Steel Gas Cylinders, Electric A / C Gas Leak Detector Complete Set Kit for Educational Purpose, Welding Rods and Filler Wire for Gas Shielded Arc Welding of Structural Steel as per IS 6419, Corrosion Inhibitor for Oil and Gas Lines in Presence of H2S (ONGC), Calibration Gas Mixture, Refrigeration Gas Chlorodifluoro Methane Type CFM 22 (R - 22) as per IS 5610:1983, Cylinders for Liquefied Petroleum Gases (LPG) of 14.2 Kg, Polyethylene Pipes For The Supply Of Gaseous Fuels (V2) As Per Is 14885
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Clip (BHEL)
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

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
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 बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	W90414907353 REFRIGERATION GAS DRIER WITH SS HEAT EXCHANGER SPEC: TG60327 REV: 15 SIZE: . ItemId: B
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 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	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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विभाजन/Splitting

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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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 qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

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 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 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 profile 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.

W90414907353 REFERIGERATION GAS DRIER WITH SS HEAT EXCHANGER SPEC: TG60327 REV: 15 SIZE: . ItemId: B (2 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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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%

प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Harish Kumar	402107,BHEL Site Office 1X250 MW STG for CPP-4 JSW Dolvi JSW Steel Ltd, Dolvi - 402107 Maharashtra	2	250

W90414907175 DRG: . REV: 00 COMMISSIONING OF REF. GAS DRIER SPEC: TG60327 REV: 15 ItemId: BG011 (2 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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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%

प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Harish Kumar	402107,BHEL Site Office 1X250 MW STG for CPP-4 JSW Dolvi JSW Steel Ltd, Dolvi - 402107 Maharashtra	2	310

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Addendum View	Addendum	W90414907353 REFRIGERATION GAS DRIER WITH SS HEAT EXCHANGER SPEC: TG60327 REV: 15 SIZE: . ItemId: B(2)
2	SPEC View	SPEC	W90414907353 REFRIGERATION GAS DRIER WITH SS HEAT EXCHANGER SPEC: TG60327 REV: 15 SIZE: . ItemId: B(2)
3	ATC View	ATC	W90414907353 REFRIGERATION GAS DRIER WITH SS HEAT EXCHANGER SPEC: TG60327 REV: 15 SIZE: . ItemId: B(2)
4	PQR View	PQR	W90414907353 REFRIGERATION GAS DRIER WITH SS HEAT EXCHANGER SPEC: TG60327 REV: 15 SIZE: . ItemId: B(2)

क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
5	QAP View	QAP	W90414907353 REFRIGERATION GAS DRIER WITH SS HEAT EXCHANGER SPEC: TG60327 REV: 15 SIZE: . ItemId: B(2)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would 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 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 $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, 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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. DOCUMENTS CHECKLIST:

Please submit signed and stamped copy of your offer on each page along with following documents on Ge M portal:

- Buyer Specific Additional Terms & Conditions.
- Technical offer along with PQR & its supportive document.
- Technical Drawing, Documents & Purchase specification.
- Signed & stamped copy of Quality plan.
- Certificate/self-certification for minimum local content as per PPP-MII order.
- MSE/MSME latest certificate (if any).

2. COMPLIANCE TO GEM GTC: In addition to the Terms & Conditions mentioned in below table, General Terms and Conditions of GeM (i.e. GeM GTC) shall be applicable for this NIT.

3. BIDS FROM IDENTICAL IP ADDRESS IN GeM/GepNIC: The bids received from same IP address shall be outrightly rejected and shall not be considered for further evaluation.

4. MAKE IN INDIA CLAUSE: "For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non-local supplier and purchase preference 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 nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT".

For this eligibility criteria, bidders are required to submit certificate of Minimum local content as specified in

n the Annexure-12 of this ATC.

5. COMPLIANCE OF RULE 144 (XI) OF GFR 2017: Compliance of Restrictions under Rule 144 (xi) of GFR 2017 shall be as per GeM.

6. PRE-QUALIFICATION REQUIREMENTS (PQR): The Pre-Qualification Requirements have been compiled. All the bidders should ensure submission of complete details and documents as called for in these requirements. The Offers submitted by the bidders would be scrutinized with respect to Pre-Qualification Requirements first. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.

7. BID VALIDITY/ VALIDITY OF OFFER: Please note that validity of the offer shall be 180 days from the date opening of Techno-Commercial bid (Part-I bid) on GeM portal. Offer of bidder's having validity less than 180 days shall liable to reject.

The required validity is considering that offer is complete & clear w.r.t. PQR and all techno-commercial conditions. Vendors need to extend their offer validity for the time taken by them in responding BHEL's comments/clarification sought during techno-commercial scrutiny of the offer. In case regret by any bidder for such validity extension, their offer shall liable to be reject.

8. PRICES/BASIS OF QUOTATION: Prices: The offered prices of the items shall remain firm and fixed at any point of time and shall be indicated in INR for each accounting unit.

Ensure to quote your price inclusive of Freight & GST for Total quantity on GeM portal.

Transit Insurance would be arranged by BHEL. Please quote your prices accordingly.

Vendor's scope will not cover Unloading at Final destination of delivery. Unloading at final destination (i.e. BHEL site respective project site) is in BHEL scope.

Loading and unloading at other intermediate places due to any permitted transshipment (if any) will be the responsibility of the vendor. The prices are to be quoted on Ex-Works with freight Pre-paid up to project destination basis & inclusive of all taxes & duties (i.e. Inclusive all).

Bidders can dispatch goods through any Indian Bank Association approved transporters having their branch at HARIDWAR / destination.

If material is dispatched through other than Indian Bank Association approved transporter, material to be delivered on door delivery basis.

In case of dispatch of material through any other unapproved transporter, payment shall be made only after receipt of material and any additional charges payable to the transporter shall be to the bidder's account.

Any demurrage / godown rent payable to the transporter /or to godown's owner due to any delay attributed by the supplier shall be recovered from supplier's account.

9. GEM CHARGES: GeM charges if any shall be either side only i.e. buyer's GeM charges shall be in buyer's account and seller's GeM charges shall be on seller's account.

10. CONTRACT EXECUTION: Bidder's are advised to read GeM related query & clarification carefully on GeM portal. Order shall be executed through GeM.

11. REVERSE AUCTION: RA shall be done on GeM portal as per the guidelines & logics enabled on GeM portal.

12. EVALUATION CRITERIA: Evaluation will be done on the basis of total landed cost to BHEL, with total cost involved for delivery up to BHEL project site (considering material cost, taxes & duties and Freight charges up to Project site).

13. EVALUATION CURRENCY: The evaluation currency for this tender shall be INR.

14. CUSTOMER APPROVAL CONDITION: PROCUREMENT SHALL BE DONE FROM END CUSTOMER APPROVED SUPPLIER ONLY. VENDOR APPROVAL FROM END CUSTOMER IS REQUIRED. VENDORS TO SUBMIT THE CREDENTIALS FOR THEIR APPROVAL FROM END CUSTOMERS.

OFFER OF ONLY THOSE VENDORS WOULD BE CONSIDERED FOR OPENING OF PRICE BID (PART-II) WHOSE CUSTOMER APPROVAL WILL BE AVAILABLE AT THE TIME OF PRICE BID OPENING.

15. **PAYMENT TERMS:** The payment shall be done after receipt of Material at BHEL respective project site, within no. of days as defined in the below table from the date of receipt of Material at site i.e. MRC date.

Type of Bidder Payment Terms (Number of Days from Material receipt at site)

Micro & Small Enterprises (MSEs)-45 days

Medium Enterprises-60 days

Non MSME-90 days

The Payment terms are subject to receipt of non-discrepant document from supplier.

16. **PAYMENT FOR COMMISSIONING PORTION:** Please note that vendor's competent representative is required for commissioning of the equipment at our respective project site. Please quote your charges for Commissioning accordingly.

Payment of commissioning shall be made against submission of following documents: following documents:

1. The supplier shall arrange satisfactory commissioning report of each drier from respective project site.
2. Successful commissioning certificate, duly signed and stamped by BHEL site/end customer required.

17. **DELIVERY PERIOD:** Please note BHEL Delivery requirements mentioned above at Sl. No.1 of ATC. Early delivery w.r.t. above lot delivery will be accepted only after written confirmation from BHEL. BHEL reserve right to reject early delivery request of bidders / suppliers.

Delivery period indicated in GeM bid is only indicative and final delivery of tender shall be taken as mentioned above.

Accordingly, bidders to confirm the above deliveries or quote their best possible delivery in no of months / weeks from the date of placement of Purchase order, including all activities like document approval, inspection by TPI time etc.

18. **TECHNICAL DOCUMENT/ DRAWING APPROVAL CONDITIONS:** Drawings/Data sheets/documents/QAP etc. as called for in the specifications shall be submitted by Vendor for BHEL/ Customer approval within 30 days of purchase order. BHEL shall approve these drawings/data sheets/ documents / QAP etc. within 30 days of receipt.

Any comments on the documents shall be given by BHEL within 7 days of submission and vendor shall submit revised document / reply to comments, within 7 days of BHEL comments. However, total time for Document approval submission and approval shall not exceed 30 days for respective party.

Delivery is from the date of PO, accordingly, delay in submission / revision of the documents by the vendor will automatically account for to vendor. In case of delay on account of BHEL in comments / approval of the documents, the delivery shall be re-scheduled by the no of days taken by BHEL in excess to 30 days. For delay analysis cumulative no of days (including time taken in comments), shall be considered for delivery extension.

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

The date of LR/RR/GR would be treated as the date of delivery for LD purposes.

20. **MDCC CLAUSE:** Please note that, material shall be dispatched only after issue of Material dispatch Clearance Certificate (MDCC) from end customer. For issue of MDCC, vendors are required to submit all test certificates (TC) and inspection report of third party (IR) to BHEL as applicable. After review & acceptance of the Quality document, BHEL will forward the same to end customer for issuance of MDCC.

MDCC shall be issued within 7 days of receipt of complete quality documents / TCs. In case of delay in issuance of MDCC, only delivery shall be extended by no of days taken by BHEL in excess to 7 days and all other terms and conditions of PO shall remain same & binding.

In case any material is dispatched without MDCC and any loss is incurred by Supplier/Vendor for any reason whatsoever, BHEL shall not be responsible in any manner to compensate the supplier in this regard.

21. BREACH OF CONTRACT, REMEDIES AND TERMINATION:

The following shall amount to breach of contract:

I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.

II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.

III. The Supplier/Vendor delivers equipment/ material not of the contracted quality.

IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.

V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.

VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.

VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.

VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.

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

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

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

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

Remedies in case of Breach of Contract:

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

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

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

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

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

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

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

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.

22. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS:

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860(Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage:

http://www.bhel.com/vender_registration/vender.php.

23. SETTLEMENT OF DISPUTE, CONCILIATION &

ARBITRATION:

SETTLEMENT OF DISPUTE:

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Officer / IEM for amicable resolution by the parties. Designated Officer / IEM who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not. If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the re

ceipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per 'CONCILIATION' Clause.

CONCILIATION:

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com).

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

ARBITRATION:

Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions (shall be identified by the contract issuing agency) and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be at the court(s) of Haridwar.

Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Haridwar, shall have exclusive jurisdiction.

Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause mentioned above. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

24. MARKING AND PACKING: Packing and Marking shall be as per clause no. 7 & 8 of BHEL Technical specifications TG60327 (Rev. 15).

25. GUARANTEE: THE DRIER ALONG WITH ITS ACCESSORIES SHALL BE GUARANTEED FOR SATISFACTORY OPERATION FOR 12 MONTHS FROM THE DATE OF COMMISSIONING OR 18 MONTHS FROM DISPATCH, WHICHEVER IS EARLIER. GUARANTEE CERTIFICATE IS TO BE PROVIDED ALONG WITH SHIPPING / DISPATCH DOCUMENTS.

ANY DEFECT DURING THE GUARANTEE PERIOD SHALL BE RECTIFIED BY SUPPLIER WITHOUT ANY OBLIGATION.

In case of damage due to reasons other than inadequacy in packing/loading, you are required to depute your representative at site / place of damage at the time of insurance survey to ascertain and confirm the extent of damage.

Deviation in Guarantee clause is not acceptable & BHEL reserve the rights to reject the offer of bidder/s offering deviation in Guarantee clause.

26. QUALITY REQUIREMENT: INSPECTION SHALL BE DONE BY BHEL/BHEL TPIA M/S QUEST AND END CUSTOMER M/s JSW AS PER M/s JSW APPROVED QUALITY PLAN.

PLEASE SUBMIT ENDORSE ATTACHED BHEL SQP "QA/BE/QP/345, REV. 11" FOR FURTHER NTPC APPROVAL.

VENDOR HAS TO FOLLOW INSPECTION TERMS AND CONDITIONS AS PER FINALLY NTPC CUSTOMER APPROVED QUALITY PLAN.

IN CASE CO-RELATION IS NOT AVAILABLE IN MTC OF MATERIALS, VENDOR TO PROVIDE SAMPLE TEST REPORT FROM NABL LAB.

IN CASE OF ORDERING, VENDOR HAS TO FOLLOW INSPECTION TERMS AND CONDITIONS AS FINALLY CUSTOMER APPROVED QP INCLUDING CO-RELATED MATERIAL DOCUMENTS.

27. TECHNICAL REQUIREMENT: 1. Clause no. 3.2 (v) of specification is revised and may please be read as follows:

Drain chamber (moisture collector) shall be made up of stainless steel of grade SS304 or equivalent and shall be provided with suitable viewing provision with toughened borosilicate glass (minimum thickness 10 mm). Toughened glass shall be properly sealed with SS body to prevent leakage of entrapped gas.

2. All other clauses shall be as per the specification TG60327 Rev. 15.

GUARANTEE CERTIFICATE REQUIRED

TEST CERTIFICATE REQUIRED

OPERATION AND MAINTENANCE MANUAL REQUIRED.

28. GENERAL PACKING INSTRUCTION: MATERIAL FOR UNIT-1, UNIT-2, COMMISSIONING SPARES AND MANDATORY SPARES NEEDS TO BE PACKED IN SEPARATE BOXES AND SAME IS REQUIRED TO BE MARKED ON THE BOX & PACKING LIST.

BHEL PO NO., MATERIAL CODE, MATERIAL DESCRIPTION AND QUANTITY ALONG WITH COMPLETE CONSIGN

EE ADDRESS SHOULD BE MENTIONED ON ALL FOUR SIDE OF BOX. THIS INSTRUCTIONS IS APPLICABLE FOR BOTH THE PROJECT COVER IN THIS NIT.

29. CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS: A bidder shall not have conflict of interest with other bidders. Bidders having a conflict of interest shall not be eligible to participate in the tender process.

In this regard, the declaration given in Annexure-3 regarding "Conflict of interest" is required to be submitted by bidders along with the tender, which should be signed by the authorized signatory of the bidder.

30. MICRO AND SMALL ENTERPRISES (MSE): Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

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

Micro

Small

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

a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.

31. JURISDICTION: This contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause(s) mentioned above of this contract, the Civil Court having original Civil Jurisdiction at Haridwar shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

32. FORCE MAJEURE: "Force Majeure" shall mean circumstance which is: a) beyond control of either of the parties to contract, b) either of the parties could not reasonably have provided against the event before entering into the contract, c) having arisen, either of the parties could not reasonably have avoided or overcome, and d) is not substantially attributable to either of the parties And Prevents the performance of the contract, Such circumstances include but shall not be limited to: i) War, hostilities, invasion, act of foreign enemies. ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity. vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. vii) Epidemic, pandemic etc.

The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, slowdown or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.

If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.

The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.

Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

i) Constitute a default or breach of the Contract. ii) Give rise to any claim for damages or additional cost e

xpense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.

33. CARTEL FORMATION: The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). 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, suitable action shall be taken by BHEL as per extant policies/ guidelines.

34. ORDER OF PRECEDENCE:

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.
- b. Buyer Added Bid Specific ATC
- c. GeM Bid Technical Conditions of Contract (TCC)
- d. GeM GTC

35. GST HSN CODE:

PLEASE INFORM YOUR 8 DIGIT GST HSN CODE OF ALL ITEMS COVERED IN THIS NIT/TENDER.

36. DIGITALLY SIGNED INVOICE: MANDATORY SUBMISSION OF DIGITALLY SIGNED INVOICE: THE DIGITALLY SIGNED INVOICE IS REQUIRED TO BE UPLOADED BY VENDOR THEMSELVE AT BHEL HARIDWAR'S B2B PORTAL.

37. DISPATCH DOCUMENTS: Following dispatch documents to be provided immediately after directly dispatch to BHEL Project site for billing purpose:

- Original consignee copies of GR/LR/RR (Material shall be dispatched on door delivery basis without consignee copy)
- Digitally signed invoice/ commercial invoice
- E-Invoice /declaration as per GST provision.
- Digitally signed/signed copy of Packing list
- Digitally signed/signed copy of Guarantee Certificates
- Complete copy of e-way bill (part-A & part-B).
- Digitally signed/signed copy of GST compliance certificate
- CRAC request on GeM portal
- MRC/POD/Receipted LR/RR/GR copy (as per proof of delivery of material at BHEL project site).
- MATERIAL IS TO BE DESPATCHED ON DOOR DELIVERY BASIS AND FREIGHT PREPAID GR SHALL BE PROVIDED ALONG WITH DISPATCH DOCUMENTS.
- MSDS (Material Safety Data Sheet) IS TO BE SENT ALONG WITH LR DOCS, IF APPLICABLE

SPECIAL NOTE FOR BIDDERS:

a. In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.

b. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation.

c. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.

d. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.

e. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

f. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.

g. If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery extension' is granted to the Supplier/Vendor for completion of supply, due to backlog attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor.

h. In case BHEL increase the quantity during currency of the contract in line with quantity variation clause of GeM bid, delivery extension on pro-rata basis shall be given for supply of these additional quantity.

Following documents are an integral part of this Tender Enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) are to be submitted/uploaded along with offer on GeM portal against this bid.

1. Please submit replica of Price schedule (without prices) showing "quoted" in place of price along with techno-commercial bid (Part-I).

2. Please submit signed & Stamped copy (each page) of duly filled of confirmation column of "Buyers Specific Additional Terms & Conditions (ATC)" and its clause wise supporting documents where required.

3. Please submit signed & stamped copy (each page) for qualifying PQR with proper filled information and related supporting documents as mentioned in PQR.

4. Please submit signed & stamped copy (each page) of QAP.

5. Please submit certificate of Minimum local content as specified in the Make in India Certificate of the tender.

ANNEXURE - 12

DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH

REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 19TH

JULY, 2024 AND SUBSEQUENT ORDER(S)

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 19th July, 2024 and subsequent order(s).

Ref: 1) Tender Enquiry Specification No:

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... (specify the name of the organization here) has a local content of _____ % and this meets the local content requirement for 'Class-I local supplier' / 'Class II local supplier' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. _____ 2. _____

3. _____ 4. _____

Thanking you,

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

** - Strike out whichever is not applicable.

Note:

1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

Annexure-3

CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS

Declaration for 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:

a) 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;

b) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;

c) 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 Authorized distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.

d) 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 suitable action shall be taken by BHEL as per extant policies/ guidelines.

(Signature of the authorized signatory of the bidder)

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---