

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण/Bid Details</b>	
<b>बिड बंद होने की तारीख/समय /Bid End Date/Time</b>	04-02-2026 15:00:00
<b>बिड खुलने की तारीख/समय /Bid Opening Date/Time</b>	04-02-2026 15:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)</b>	180 (Days)
<b>मंत्रालय/राज्य का नाम/Ministry/State Name</b>	Ministry Of Heavy Industries And Public Enterprises
<b>विभाग का नाम/Department Name</b>	Department Of Heavy Industry
<b>संगठन का नाम/Organisation Name</b>	Bharat Heavy Electricals Limited (bhel)
<b>कार्यालय का नाम/Office Name</b>	10110009-heap, Haridwar
<b>कुल मात्रा/Total Quantity</b>	24
<b>वस्तु श्रेणी /Item Category</b>	W90311923283 NB20 SIZE OIL THROTTLE VALVE WITH FLUSHING DEVICE AS PER DOCUMENT 4-11923-S5100 SIZE: N , W90311923305 NB40 SIZE OIL THROTTLE VALVE WITH FLUSHING DEVICE AS PER DOCUMENT 4-11923-S5100 SIZE: N , W90311923313 NB50 SIZE OIL THROTTLE VALVE WITH FLUSHING DEVICE AS PER DOCUMENT 4-11923-S5100 SIZE: N , W90311923321 NB65 SIZE OIL THROTTLE VALVE WITH FLUSHING DEVICE AS PER DOCUMENT 4-11923-S5100 SIZE: N
<b>GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS</b>	NB65 OIL THROTTLE VALVE WITH FLUSHING DEVICE
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Pressure Relief Device/Valve (PRV/PRD) For Oil Filled Transformer (BHEL), Control valve Hydraulic Oils, Check Valve (V2) as per IS 778
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>Clip (BHEL)</li> </ul>
<b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover</b>	No
<b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover</b>	No
<b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	4
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
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	W90311923283 NB20 SIZE OIL THROTTLE VALVE WITH FLUSHING DEVICE AS PER DOCUMENT 4-11923-S5100 SIZE: N
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 <b>90</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Group wise evaluation
मध्यस्थता खंड/Arbitration Clause	Yes ( <a href="#">Arbitration clause document</a> ) 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
-------------------	----

**ईपीबीजी विवरण /ePBG Detail**

आवश्यकता/Required	No
-------------------	----

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

**एमआईआई खरीद वरीयता / MII Purchase Preference**

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	100
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

**एमएसई खरीद वरीयता/MSE Purchase Preference**

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

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

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

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.

#### **Evaluation Method ( Group Wise Evaluation Method )**

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

<b>Evalu ation Sched ules</b>	<b>Item/Category</b>	<b>Consi gnee/ Repo rting Offic er</b>	<b>Consignee Address</b>	<b>Q u a n t i t y</b>

2X800 MW KODERMA TPS PH-II (DVC)	W90311923283 Nb20 Size Oil Throttle Valve With Flushing Device As Per Document 4-11923-s5100 Size: N	Madhu Sudan Murmu	DAMODAR VALLEY CORPORATION A/c M/S BHARAT HEAVY ELECTRICALS LTD. 2x800 MW DVC KODERMA TPS PH II BANJHEDIH, PO : BANJHEDIH, KODERMA, JHARKHAND - 825421. 825421	4
	W90311923305 Nb40 Size Oil Throttle Valve With Flushing Device As Per Document 4-11923-s5100 Size: N	Madhu Sudan Murmu	DAMODAR VALLEY CORPORATION A/c M/S BHARAT HEAVY ELECTRICALS LTD. 2x800 MW DVC KODERMA TPS PH II BANJHEDIH, PO : BANJHEDIH, KODERMA, JHARKHAND - 825421. 825421	2
	W90311923313 Nb50 Size Oil Throttle Valve With Flushing Device As Per Document 4-11923-s5100 Size: N	Madhu Sudan Murmu	DAMODAR VALLEY CORPORATION A/c M/S BHARAT HEAVY ELECTRICALS LTD. 2x800 MW DVC KODERMA TPS PH II BANJHEDIH, PO : BANJHEDIH, KODERMA, JHARKHAND - 825421. 825421	2
	W90311923321 Nb65 Size Oil Throttle Valve With Flushing Device As Per Document 4-11923-s5100 Size: N	Madhu Sudan Murmu	DAMODAR VALLEY CORPORATION A/c M/S BHARAT HEAVY ELECTRICALS LTD. 2x800 MW DVC KODERMA TPS PH II BANJHEDIH, PO : BANJHEDIH, KODERMA, JHARKHAND - 825421. 825421	8
1X800 MW YAMUNA NAGAR HPGCL	W90311923283 Nb20 Size Oil Throttle Valve With Flushing Device As Per Document 4-11923-s5100 Size: N	Shekhar Saini	OFFICE OF CHIEF ENGINEER/DCRTPP, HARYANA POWER GENERATION CORPORATION LIMITED (HPGCL), 1X800 MW ULTRA SUPERCRITICAL EXPANSION UNIT, DEEN BANDHU CHHOTU RAM THERMAL POWER PLANT (DCRTPP), VPO-PANSARA, YAMUNA NAGAR, HARYANA 135001	2
	W90311923305 Nb40 Size Oil Throttle Valve With Flushing Device As Per Document 4-11923-s5100 Size: N	Shekhar Saini	OFFICE OF CHIEF ENGINEER/DCRTPP, HARYANA POWER GENERATION CORPORATION LIMITED (HPGCL), 1X800 MW ULTRA SUPERCRITICAL EXPANSION UNIT, DEEN BANDHU CHHOTU RAM THERMAL POWER PLANT (DCRTPP), VPO-PANSARA, YAMUNA NAGAR, HARYANA 135001	1
	W90311923313 Nb50 Size Oil Throttle Valve With Flushing Device As Per Document 4-11923-s5100 Size: N	Shekhar Saini	OFFICE OF CHIEF ENGINEER/DCRTPP, HARYANA POWER GENERATION CORPORATION LIMITED (HPGCL), 1X800 MW ULTRA SUPERCRITICAL EXPANSION UNIT, DEEN BANDHU CHHOTU RAM THERMAL POWER PLANT (DCRTPP), VPO-PANSARA, YAMUNA NAGAR, HARYANA 135001	1
	W90311923321 Nb65 Size Oil Throttle Valve With Flushing Device As Per Document 4-11923-s5100 Size: N	Shekhar Saini	OFFICE OF CHIEF ENGINEER/DCRTPP, HARYANA POWER GENERATION CORPORATION LIMITED (HPGCL), 1X800 MW ULTRA SUPERCRITICAL EXPANSION UNIT, DEEN BANDHU CHHOTU RAM THERMAL POWER PLANT (DCRTPP), VPO-PANSARA, YAMUNA NAGAR, HARYANA 135001	4

**W90311923283 NB20 SIZE OIL THROTTLE VALVE WITH FLUSHING DEVICE AS PER DOCUMENT 4-11923-S5100 SIZE: N ( 6 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	<a href="#">Download</a>
---	--------------------------

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	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /In number of days from contract start days)		
1	Shekhar Saini	135001,OFFICE OF CHIEF ENGINEER/DCRTPP, HARYANA POWER GENERATION CORPORATION LIMITED (HPGCL), 1X800 MW ULTRA SUPERCRITICAL EXPANSION UNIT, DEEN BANDHU CHHOTU RAM THERMAL POWER PLANT (DCRTPP), VPO- PANSARA, YAMUNA NAGAR, HARYANA	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			2	180	270
2	Madhu Sudan Murmu	825421,DAMODAR VALLEY CORPORATION A/c M/S BHARAT HEAVY ELECTRICALS LTD. 2x800 MW DVC KODERMA TPS PH II BANJHEDIH, PO : BANJHEDIH, KODERMA, JHARKHAND - 825421.	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			2	302	392
			2	422	512

**W90311923305 NB40 SIZE OIL THROTTLE VALVE WITH FLUSHING DEVICE AS PER DOCUMENT 4-11923-S5100 SIZE: N ( 3 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	<a href="#">Download</a>
---	--------------------------

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	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /In number of days from contract start days)		
1	Shekhar Saini	135001,OFFICE OF CHIEF ENGINEER/DCRTPP, HARYANA POWER GENERATION CORPORATION LIMITED (HPGCL), 1X800 MW ULTRA SUPERCRITICAL EXPANSION UNIT, DEEN BANDHU CHHOTU RAM THERMAL POWER PLANT (DCRTPP), VPO- PANSARA, YAMUNA NAGAR, HARYANA	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			1	180	270
2	Madhu Sudan Murmu	825421,DAMODAR VALLEY CORPORATION A/c M/S BHARAT HEAVY ELECTRICALS LTD. 2x800 MW DVC KODERMA TPS PH II BANJHEDIH, PO : BANJHEDIH, KODERMA, JHARKHAND - 825421.	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			1	302	392
			1	422	512

**W90311923313 NB50 SIZE OIL THROTTLE VALVE WITH FLUSHING DEVICE AS PER DOCUMENT 4-11923-S5100 SIZE: N ( 3 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	<a href="#">Download</a>
---	--------------------------

**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	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /In number of days from contract start days)		
1	Shekhar Saini	135001,OFFICE OF CHIEF ENGINEER/DCRTPP, HARYANA POWER GENERATION CORPORATION LIMITED (HPGCL), 1X800 MW ULTRA SUPERCRITICAL EXPANSION UNIT, DEEN BANDHU CHHOTU RAM THERMAL POWER PLANT (DCRTPP), VPO- PANSARA, YAMUNA NAGAR, HARYANA	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			1	180	270
2	Madhu Sudan Murmu	825421,DAMODAR VALLEY CORPORATION A/c M/S BHARAT HEAVY ELECTRICALS LTD. 2x800 MW DVC KODERMA TPS PH II BANJHEDIH, PO : BANJHEDIH, KODERMA, JHARKHAND - 825421.	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			1	302	392
			1	422	512

**W90311923321 NB65 SIZE OIL THROTTLE VALVE WITH FLUSHING DEVICE AS PER DOCUMENT 4-11923-S5100 SIZE: N ( 12 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	<a href="#">Download</a>
---	--------------------------

**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	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /In number of days from contract start days)		
			मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
1	Shekhar Saini	135001,OFFICE OF CHIEF ENGINEER/DCRTPP, HARYANA POWER GENERATION CORPORATION LIMITED (HPGCL), 1X800 MW ULTRA SUPERCRITICAL EXPANSION UNIT, DEEN BANDHU CHHOTU RAM THERMAL POWER PLANT (DCRTPP), VPO- PANSARA, YAMUNA NAGAR, HARYANA	4	180	270
2	Madhu Sudan Murmu	825421,DAMODAR VALLEY CORPORATION A/c M/S BHARAT HEAVY ELECTRICALS LTD. 2x800 MW DVC KODERMA TPS PH II BANJHEDIH, PO : BANJHEDIH, KODERMA, JHARKHAND - 825421.	4	302	392
			4	422	512

**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	SPEC <a href="#">View</a>	SPEC	W90311923283 NB20 SIZE OIL THROTTLE VALVE WITH FLUSHING DEVICE AS PER DOCUMENT 4-11923-S5100 SIZE: N(6)
2	ATC <a href="#">View</a>	ATC	W90311923283 NB20 SIZE OIL THROTTLE VALVE WITH FLUSHING DEVICE AS PER DOCUMENT 4-11923-S5100 SIZE: N(6)

क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
3	PQR <a href="#">View</a>	PQR	W90311923283 NB20 SIZE OIL THROTTLE VALVE WITH FLUSHING DEVICE AS PER DOCUMENT 4-11923-S5100 SIZE: N(6)
4	QAP <a href="#">View</a>	QAP	W90311923283 NB20 SIZE OIL THROTTLE VALVE WITH FLUSHING DEVICE AS PER DOCUMENT 4-11923-S5100 SIZE: N(6)

**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: 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.

- Please submit replica of Price schedule (without prices) showing "quoted" in place of price along with technical-commercial bid (Part-I).
- 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.
- Technical offer along with PQR with proper filled information and related supporting documents as mentioned in PQR.
- Please submit signed & stamped copy of Technical Drawing, Documents & Purchase specification.
- Please submit signed & stamped copy (each page) of QAP.
- Certificate/self-certification for minimum local content as per PPP-MII order.
- Please submit MSE/MSME latest certificate (if any) along with offer and upload the same on GeM portal for avail the MSE benefit (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. MAKE IN INDIA CLAUSE: "For this procurement, the local content to categorize a supplier as a Class I local

Class I 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 the Annexure-12 of this ATC.

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

5. 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.

6. 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.

7. 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.

8. 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.

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

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

11. EVALUATION CRITERIA: Evaluation will be done on the basis of total landed cost to BHEL CUSTOMER wise (inclusive all) i.e. Evaluation of 2X800MW KODERMA TPS PH-II (DVC) and 1X800MW YAMUNA NAGAR HP

GCL will be done separately. Separate Group created in GeM for respective customer (i.e. HPGCL & DVC).

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

13. 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.

14. 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.

15. 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.

16. 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.

17. CUSTOMER APPROVAL CONDITIONS: Procurement shall be done only from the vendors approved by end customer. Bidders are required to submit following documents along with their offer. BHEL will propose name of PQR qualified bidder (Along with the documents submitted by the bidders) to end customer for their approval.

- a. Complete Supply Experience Including Experience with BHEL (if available)
- b. Details of Manufacturing and testing facilities.
- c. ISO Certificate like ISO 9001:2015 etc. if available.
- d. Company Profile
- e. Audited Balance Sheet for last three Financial Years
- f. Any other supporting documents by Bidder's for presentation to customer.

BHEL will propose name of PQR qualified vendors along with credentials to end customer for their approval , however, approval of vendors is sole discretion of end customer. Offer of only those bidders shall be considered for opening of price bid (part-II) whose customer approval will be available at the time of price bid opening.

18. 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.

19. INTEGRITY PACT: (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors 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 implementation of IP in BHEL.

Sl	IEM	Email
----	-----	-------

1.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
----	---------------------------------------	--------------

2.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in
----	---------------------------------	--------------

(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 out of the tendering process, the matter may be referred to any of the above 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 provided below:

Mr. Govind Singh Rawat

Designation: Engineer (PPX-BOI)

4th Floor, Main Administrative Building, HEEP, BHEL, Hardwar- 249403

Uttarakhand, India

Email ID: gsrawat@bhel.in

Tel: +91 1334 28 1707 Mr. Manoj Kumar

Designation: Sr. Manager (PPX-BOI)

4th Floor, Main Administrative Building, HEEP, BHEL Hardwar- 249403

Uttarakhand, India

Email ID: manojy@bhel.in

Tel: +91 1334 28 5773

## 20. 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.

## 21. 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](http://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](http://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](http://www.bhel.com/vender_registration/vender.php).

## 22. 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 receipt 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](http://www.bhel.com)).

#### 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 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.

iction.

23. QUALITY REQUIREMENT: 1X800MW YAMUNA NAGAR HPGCL:

- PLEASE CONFIRM AND SUBMIT ENDORSED COPY OF BHEL SQP QA\_BI\_QP\_921, REV00 ALONG WITH OFFER ON GEM PORTAL.
- PLEASE CONFIRM THAT INSPECTION SHALL BE DONE BY BHEL NOMINATED INSPECTION AGENCY M/S QUEST AS PER BHEL SQP QA\_BI\_QP\_921, REV00.

2X800MW KODERMA TPS PH-II (DVC)

- PLEASE CONFIRM AND SUBMIT ENDORSED COPY OF BHEL SQP QA\_BI\_QP\_921, REV00. PLEASE NOTE THAT THIS QP SHALL BE SENT TO CUSTOMER FOR THEIR APPROVAL. PLEASE CONFIRM THAT FINALLY CUSTOMER APPROVED QP SHALL BE FOLLOWED.
- PLEASE CONFIRM THAT INSPECTION SHALL BE DONE BY BHEL NOMINATED INSPECTION AGENCY M/S QUEST AND CUSTOMER AS PER FINALLY CUSTOMER APPROVED QP.
- PLEASE SUBMIT YOUR CREDENTIALS FOR CUSTOMER APPROVAL.
- PLEASE NOTE THAT ORDERING FOR YAMUNANAGER PROJECT SHALL BE DONE ON CUSTOMER APPROVED VENDOR ONLY.

24. TECHNICAL REQUIREMENT:

VENDOR SHALL KEEP 2 COPIES OF O&M MANUAL AND CHARACTERISTIC CURVE INSIDE DISPATCH BOX AND ALSO MENTION IT IN VENDOR'S SHIPPING LIST.

VENDOR SHALL REFER PROJECT SPECIFIC SPECIFICATION 411923K1000.

GUARANTEE CERTIFICATE REQUIRED

TEST CERTIFICATE REQUIRED

OPERATION AND MAINTENANCE MANUAL REQUIRED.

25. GUARANTEE: THE SUPPLIER SHALL GUARANTEE TROUBLE FREE AND SATISFACTORY OPERATION OF THE EQUIPMENT FOR A PERIOD OF 12 MONTHS FROM THE DATE OF INSTALLATION AND COMMISSIONING OR 18 MONTHS FROM THE DATE OF DISPATCH FROM SUPPLIER WORKS WHICHEVER IS LATER.

IF, DURING ERECTION/COMMISSIONING AND OPERATION AT SITE, ANY DEFECT IN ANY COMPONENT IS DETECTED, PURCHASER'S/OWNER'S SITE REPRESENTATIVE SHALL PREPARE THE ASSESSMENT REPORT AND A COPY OF THE SAME SHALL BE FORWARDED TO THE SUPPLIER. THE SUPPLIER SHALL REPLACE/RECTIFY THE CONCERNED ITEMS FREE OF CHARGE. THE SUPPLIER, IF HE SO DESIRED, MAY DEPUTE THEIR REPRESENTATIVE TO SITE AT HIS OWN COST OTHERWISE THE REPORT OF PURCHASER'S/OWNER'S SITE REPRESENTATIVE SHALL BE BINDING OF SUPPLIER.

DEVIATION IN GUARANTEE CLAUSE IS NOT ACCEPTABLE & BHEL RESERVE THE RIGHTS TO REJECT THE OFFER OF BIDDER/S OFFERING DEVIATION IN GUARANTEE CLAUSE.

26. PACKING INSTRUCTION / DETAILS: VALVE ENDS, MACHINED AND UN MACHINED SURFACES ETC. SHALL BE PROTECTED AGAINST RUSTING AND CORROSION AND VALVE SHALL BE PACKED ACCORDING TO MODE OF TRANSPORT AND STORAGE IN TOP SHADE STORE GANTRY IN TROPIC CLIMATIC CONDITIONS FOR A PERIOD OF 8 TO 12 MONTHS. VALVE SHALL BE SUPPLIED WITH ALL ENDS OF VALVE BODY PROPERLY AND SUITABLY SEALED.

VENDOR SHALL KEEP 2 COPIES OF O&M MANUAL AND CHARACTERISTIC CURVE INSIDE DISPATCH BOX AND ALSO MENTION IT IN VENDOR'S SHIPPING LIST.

27. GENERAL PACKING INSTRUCTION: MATERIAL OF RESPECTIVE PROJECTS 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 CONSIGNEE ADDRESS SHOULD BE MENTIONED ON ALL FOUR SIDE OF BOX.

28. CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS: A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Ent

ity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

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

1. The principal manufacturer directly or through one Indian agent on his behalf; and
2. Indian/foreign agent on behalf of only one principal,

or

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

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

29. 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.

30. 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.

31. 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 ene

mies. 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, goslow 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 expense 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.

32. 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.

### 33. 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

### 34. GST HSN CODE:

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

35. MANDATORY UPLOADING THE DESPATCH & INVOICE DETAILS ON BHEL SUVIDHA PORTAL: Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at <https://suvidha.bhel.in/suvidha/>, prior to despatch. 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 a 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) equal to and upto Rs five lakhs, in case they were not digitally signed and uploaded on the portal.

The material will not be accepted inside BHEL in absence of the above. "

36. DISPATCH DOCUMENTS: Following dispatch documents to be uploaded on BHEL SUVIDHA portal at [http](http://)

s://suvidha.bhel.in/suvidha/, prior to despatch and after dispatch the material directly to Project site following documents also provided through e-mail to BHEL Haridwar for billing purpose:

- Original consignee copies of GR/LR/RR (Material shall be dispatched directly to BHEL project site 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 DIRECTLY TO BHEL PROJECT SITE AS PER CONSIGNEE ADDRESS 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 or 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](http://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.

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 c

ompanies).

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

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

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

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove;**

and

- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

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

[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---**