

बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details | |
|---|---|
| बिड बंद होने की तारीख/समय /Bid End Date/Time | 09-08-2025 15:00:00 |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time | 09-08-2025 15:30:00 |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date) | 75 (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 | 10170006-ivp Goindwal |
| कुल मात्रा/Total Quantity | 1450 |
| वस्तु श्रेणी /Item Category | BEARING CAP-40020001 - Material code 842020112600 - LM 9 WP - Drawing no 42020100200 Rev 04 , GEAR BOX COVER-20006000 - Material code 842020113300 - LM 6 - Drawing no 22020100060 Rev 04 |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS | GEAR BOX COVER |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS | Helical Gear Box (V2), Sofas (V2), Gear Shaper, Gear couplings, Gear Puller, Flameproof Hazardous Lighting Fixtures, Control Gear Box as per IS 5, Hydraulic Gear Pump, Gear Hobbing Machine, Vehicle Cover, quilt cover |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification | <ul style="list-style-type: none"> ALUMINIUM LUMPS |
| एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover | No |
| वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Exemption for Years Of Experience | Yes Complete |
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller | Experience Criteria,Additional Doc 1 (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 बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension | 3 |
| 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 |
| बिड का प्रकार/Type of Bid | Two Packet Bid |
| प्राथमिक उत्पाद श्रेणी/Primary product category | GEAR BOX COVER-20006000 - Material code 842020113300 - LM 6 - Drawing no 22020100060 Rev 04 |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation | 2 Days |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM) | No |
| Payment Timelines | Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC) |
| मूल्यांकन पद्धति/Evaluation Method | Item wise evaluation/ |
| मध्यस्थता खंड/Arbitration Clause | No |
| सुलह खंड/Mediation Clause | No |

ईएमडी विवरण/EMD Detail

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

ईपीबीजी विवरण /ePBG Detail

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

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 |
|--|-----|

एमएसई खरीद वरीयता/MSE Purchase Preference

| | |
|---|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference | Yes |
|---|-----|

1. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.

2. 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.

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

4. 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.

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

- 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

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Compliance of tender terms - [1753854068.xlsx](#)

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / **Evaluation Method** (Item 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:

| मूल्यांकन अनुसूचियां / Evaluation Schedules | वस्तु/श्रेणी / Item/Category | मात्रा / Quantity |
|---|---|-----------------------------|
| Schedule 1 | Bearing Cap-40020001 - Material Code 842020112600 - Lm 9 Wp - Drawing No 42020100200 Rev 04 | 750 |
| Schedule 2 | Gear Box Cover-20006000 - Material Code 842020113300 - Lm 6 - Drawing No 22020100060 Rev 04 | 700 |

BEARING CAP-40020001 - Material Code 842020112600 - LM 9 WP - Drawing No 42020100200 Rev 04 (750 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 |
|---|--------------------------|

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

| क्र.सं./S.N o. | 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) |
|-------------------|--|---------------------|--|
|-------------------|--|---------------------|--|

| क्र.सं./S.N o. | 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 | Sahil Malhotra | 143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib | मात्रा /Quantity | प्रारम्भ होने की तारीख से डिलीवरी /Delivery to start after | डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by |
| | | | 225 | 0 | 75 |
| | | | 525 | 76 | 120 |

GEAR BOX COVER-20006000 - Material Code 842020113300 - LM 6 - Drawing No 22020100060 Rev 04 (700 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 |
|--|--------------------------|

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

| क्र.सं./S.N o. | 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) |
|-------------------|---|-------------|--|
|-------------------|---|-------------|--|

| 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 | Sahil Malhotra | 143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib | मात्रा /Quantity | प्रारम्भ होने की तारीख से डिलीवरी /Delivery to start after | डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by |
| | | | 210 | 0 | 75 |
| | | | 490 | 76 | 120 |

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

1. Scope of Supply

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

2. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

3. Generic

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

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

4. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, 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.

5. Generic

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

6. Inspection

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

BY BHEL OR BHEL APPOINTED TPI AT VENDOR WORKS

Post Receipt Inspection at consignee site before acceptance of stores:
BY BHEL AT BHEL WORKS

7. Inspection

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

8. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

9. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

A. Special Notes:

Unit rates to be quoted inclusive of all taxes and on FOR BH

EL Goindwal basis.

B. Scope of supply:

All the items are to be supplied as per below mentioned drawing / TSB / standards:

| Sl . N o. | Material Code | Description | Quantity, no s. | Machining Drawing No. | Casting Drawin g No. |
|-----------------|------------------|-----------------------------|--------------------|--------------------------|-------------------------|
| 1 | 84202011 2600 | BEARING CAP-4 0020001 | 750 | 4-20-201-00200/04 | 4-20-201-00736/ 02 |
| 2 | 84202011 3300 | GEAR BOX COVE R-20006000 | 700 | 2-20-201-00060/04 | 2-20-201-00124/ 01 |

c. Pre-qualification requirement:

Bidder must meet the following Technical & Financial criteria as PQR for the tender. Offers of bidders not meeting these requirements will not be considered for further evaluation.

| Sr. No. | Description of Requirement | Vendor's Confirmat ion /Com ments |
|------------|--|--|
| 1. | <p>Manufacturer of Aluminium Castings: Bidder must confirm that they have suitable in-house manufacturing facilities for enquiry items. Bidder to furnish details of facilities for melting, casting and machining available in-house.</p> <p>In case machining is being outsourced, bidder to provide details of outsourcing vendor with their facilities for machining the enquiry items.</p> | |

| | | |
|----|---|--|
| 2. | <p>Experience Criteria: Bidder should have experience of manufacturing & supply minimum weight 1.0 Kg (Single Component) in last 3 years (PO & invoice / CRAC* date should be 01.07.2022 onwards and till the actual date of Part I bid opening).</p> <p>In the support of this, Bidder to furnish the copy of PO & corresponding invoice copy / CRAC* as proof of supply of at least one PO from the above experience list. The weight of supplies must be clearly evident in submitted documents (PO / Invoice / CRAC* / MTC* / drawing / undertaking etc).</p> | |
| 3. | <p>Purchase order (PO) and Invoices / CRACs*: Bidder should have successfully manufactured & supplied Aluminium Castings against any customer purchase order(s) with minimum cumulative order value of ₹ 2,00,000 (Rupees Two Lakh Only). Relevant purchase order(s) along with Invoice(s) / CRACs* shall be enclosed to fulfil this criteria. All mentioned values are net of taxes. The grade of supplied casting shall be clearly mentioned / indicated in the submitted documents (PO / Invoice / CRAC* / MTC / drawing etc). PO & invoice / CRAC* date should be 01.07.2022 onwards and till the actual date of Part I bid opening.</p> | |

* CRAC – Consignee receipt-cum-acceptance certificate (in case of GeM PO/s)

* MTC – Material test certificates

Note: **Start-ups shall be exempted** from the above criteria against sr. no. 2 & 3 without any relaxation in quality standards or technical parameters as per D.O. No. 5(4)/2016-BE-I dated 15.02.2017. For claiming Start-Up exemption, vendors have to submit DPIIT (Dept. of Promotion of Industry and Internal Trade)/DIPP (Department for Industrial Policy and Promotion) recognition certificates

D. Inspection requirement:

Enclosed quality shall be referred for procurement of these castings. QAP no. BHE:VP:SGI:WB:03/R02 dated 11.07.2022.

E. Quantity Variation

Quantity variation of +/- 5% is applicable for tender items.

In case BHEL releases the purchase order for additional quantity under quantity variation clause, additional delivery period shall be provided for supply of additional

quantity.

In case the supplier manufactures and supplies, additional quantity under quantity variation clause, no additional delivery period shall be provided. Delivery period shall be as per the original contract. This shall supersede the delivery period mentioned in the GeM purchase order released for additional quantity.

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F. Payment Terms:

Following payment terms are to be considered in tender:

| Type of bidder | Payment Terms (Number of days) |
|-----------------------------------|--------------------------------|
| Micro & Small Enterprises (MS Es) | 45 |
| Medium Enterprises | 60 |
| Non MSME | 90 |

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Payments shall be made to the Seller within days (mentioned in above table) 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)

Due payment against supplies shall be made on 45th/60th/90th day of material entry date at BHEL gate for MSE/Medium/Non MSME suppliers(ref 9). In case there is shortfall in documents/deficiency in material as per the tender terms/purchase orders the same shall be notified by BHEL to supplier within 15 days. Payment due date shall be revised considering successful submission of documents/removal of deficiency by supplier.

G. Delivery period:

Delivery period is 75 days from PO date for 30% quantity and 120 days from PO date for balance 70% quantity. It will supersede the delivery schedule mentioned elsewhere in GeM bid.

H. Performance Security:

Applicability:

1. Performance Security will not be applicable in case the cumulative value of all p

urchase orders placed under the tender on the vendor is less than or equal to Rupees one lakh.

2. **In case total PO value on vendor in one tender enquiry is greater than Rs. 1 Lakh:** Successful bidder (L1 or counter-offer accepted) has to submit Performance Security (PS) @5% of PO value within 21 days from the date of award of PO. PS shall be valid for a period of one year. This PS will be released to the vendor without interest after two months beyond the completion of all supplies under the PO.

Before the release of this PS, vendor has to submit another PS @1% of PO value or Rs. 3000.00 whichever is higher after two months beyond the completion of all supplies under the PO. This PS shall be valid for a period of 18 months. This additional PS will be released to the vendor without interest after expiry of validity upon fulfilment of contractual obligations as per terms of contract.

All mentioned values are net of taxes.

Vendor has to submit written request to BHEL for refund of PS well in advance before the due date.

In case of non-submission of PS for 5% of contract value, it will amount to breach of contract.

Mode of deposit:

Performance security may be furnished in the following forms:

1. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
2. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
3. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
4. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
5. Insurance Surety Bond.
6. By way of retention from dues available in the form of Bills payable to the supplier against same / other contracts in the same unit.

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

Forfeiture of Performance Security: The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.

I. Breach of contract, Remedies and Termination:

In case of breach of contract, 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 the value of the security instruments available is less than

10% of the contract value, the balance amount be recovered in all or any of the following manners:

1. from dues available in the form of Bills payable to defaulted supplier against the same contract.
2. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit.
3. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

J. Warranty and Corresponding Repair / Replacement of Goods

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, vendor shall give a warranty against design & manufacturing defects for a period of 18 months from the date of receipt. In case of non-acceptance of this term, bid shall be liable for rejection.

If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation. Corresponding quantity shall be treated as unsupplied against respective purchase order till replacement is received at BHEL. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including repair / replenish rejected goods, at the cost of the seller as per contractual obligations.

K. Treatment of cases regarding conflict of interest:

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorized distributor (with/ or without the OEM). from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice

-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether for mal 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.

It has to be signed by 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 कार्यवाई 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---