

Bid Document

Bid Details	
Bid End Date/Time	28-11-2022 16:00:00
Bid Opening Date/Time	28-11-2022 16:30:00
Bid Offer Validity (From End Date)	120 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Bharat Heavy Electricals Limited (bhel)
Office Name	10110009-heap, Haridwar
Total Quantity	144556
Item Category	MATERIAL CODE: W97717001756; MANIFOLD SECTION-2 AS PER DRG. NO. -HAC-NKP-J-T07-07; ItemId: BH038 (Q3) , MATERIAL CODE: W97717001489; DUCT SECTION-10 AS PER DRG. NO. HAC-NKP-J-T06-16; ItemId: BH038 (Q3) , MATERIAL CODE: W97717001780; TUBE BUNDLE HEADER AS PER TDC NO. - HXE/SK/2318; ItemId: BH038 (Q3) , MATERIAL CODE: W97717001772; MANIFOLD SECTION-12 AS PER DRG. NO. -HAC-NKP-J-T07-17; ItemId: BH038 (Q3) , MATERIAL CODE: W97717001764; MANIFOLD SECTION-11 AS PER DRG. NO. - HAC-NKP-J-T07-16; ItemId: BH038 (Q3)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
ITC available to buyer	Yes
Primary product category	MATERIAL CODE: W97717001764; MANIFOLD SECTION-11 AS PER DRG. NO. - HAC-NKP-J-T07-16; ItemId: BH038
Time allowed for Technical Clarifications during technical evaluation	3 Days
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)

Bid Details**Evaluation Method**

Item wise evaluation

EMD Detail

Advisory Bank	State Bank of India
Schedule 1 EMD Amount (In INR)	40000
Schedule 2 EMD Amount (In INR)	40000
Schedule 3 EMD Amount (In INR)	40000
Schedule 4 EMD Amount (In INR)	40000
Schedule 5 EMD Amount (In INR)	40000

ePBG Detail

Required	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

BHEL,HARIDWAR

STATE BANK OF INDIA, RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR,HARIDWAR, UTTRAKHAND, INDIA, PIN CODE : 249403 SWIFT NO : SBININBB225 CC ACCOUNT NO : 10667995458 IFSC CODE : SBIN0000586 (Bharat Heavy Electricals Limited) (BHEL HEEP, Haridwar)
(Bhel Heep, Haridwar)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its

subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. 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 Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY.

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 first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

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:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Material Code: W97717001756; Manifold Section-2 As Per Drg. No. -hac-nkp-j-t07-07; Itemid: Bh038	9122
Schedule 2	Material Code: W97717001489; Duct Section-10 As Per Drg. No. Hac-nkp-j-t06-16; Itemid: Bh038	16478
Schedule 3	Material Code: W97717001780; Tube Bundle Header As Per Tdc No. - Hxe/sk/2318; Itemid: Bh038	93400
Schedule 4	Material Code: W97717001772; Manifold Section-12 As Per Drg. No. -hac-nkp-j-t07-17; Itemid: Bh038	12741

Schedule 5	Material Code: W97717001764; Manifold Section-11 As Per Drg. No. - Hac-nkp-j-t07-16; Itemid: Bh038	12815
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MATERIAL CODE: W97717001756; MANIFOLD SECTION-2 AS PER DRG. NO. -HAC-NKP-J-T07-07; ItemId: BH038 (9122 kilogram)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable
100%	NA	No

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
			Quantity	Delivery to start after	Delivery to be completed by
1	Mridul Kumar Taisum	825321,GENERAL MANAGER, NTPC NORTH KARANPURA POST OFFICE- TANDWA, DISTT-CHATRA JHARKHAND	9122	45	60

MATERIAL CODE: W97717001489; DUCT SECTION-10 AS PER DRG. NO. HAC-NKP-J-T06-16; ItemId: BH038 (16478 kilogram)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable
100%	NA	No

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
			Quantity	Delivery to start after	Delivery to be completed by
1	Mridul Kumar Taisum	825321,GENERAL MANAGER, NTPC NORTH KARANPURA POST OFFICE- TANDWA, DISTT-CHATRA JHARKHAND	16478	45	60

MATERIAL CODE: W97717001780; TUBE BUNDLE HEADER AS PER TDC NO. - HXE/SK/2318; ItemId: BH038 (93400 kilogram)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable
100%	NA	No

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
			Quantity	Delivery to start after	Delivery to be completed by
1	Mridul Kumar Taisum	825321,GENERAL MANAGER, NTPC NORTH KARANPURA POST OFFICE- TANDWA, DISTT-CHATRA JHARKHAND	93400	45	60

MATERIAL CODE: W97717001772; MANIFOLD SECTION-12 AS PER DRG. NO. -HAC-NKP-J-T07-17; ItemId: BH038 (12741 kilogram)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable
100%	NA	No

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
			Quantity	Delivery to start after	Delivery to be completed by
1	Mridul Kumar Taisum	825321,GENERAL MANAGER, NTPC NORTH KARANPURA POST OFFICE- TANDWA, DISTT-CHATRA JHARKHAND	12741	45	60

MATERIAL CODE: W97717001764; MANIFOLD SECTION-11 AS PER DRG. NO. - HAC-NKP-J-T07-16; ItemId: BH038 (12815 kilogram)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable
100%	NA	No

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
			Quantity	Delivery to start after	Delivery to be completed by
1	Mridul Kumar Taisum	825321,GENERAL MANAGER, NTPC NORTH KARANPURA POST OFFICE- TANDWA, DISTT-CHATRA JHARKHAND	12815	45	60

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	Tender Documents View	Tender Documents	MATERIAL CODE: W97717001756; MANIFOLD SECTION-2 AS PER DRG. NO. - HAC-NKP-J-T07-07; ItemId: BH038(9122)

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.

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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Generic

After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 7 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 7 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing– the delivery period shall be refixed without LD for the period of delay in approval of Drawing.

3. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

4. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

5. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

6. **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.

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

The Items are required for North Karanpura Unit-1 project.

A. Special Instruction of Technical requirement:

1. Test Certificate and Guarantee Certificate are required.
2. Pl. refer technical delivery condition for procurement of below header assembly, steam duct and steam distribution manifold. Doc. No. HXE/SK/2318.
3. +/-10% weight variation of assembly may be considered.
4. Total Wt. of item no. 1 (Mat Code W97717001756 = 9121.6 kg / no.)
5. Total Wt. of item no. 2 (Mat Code W97717001764 = 4271.5 kg / no.)
6. Total Wt. of item no. 3 (Mat Code W97717001772 = 4246.8 kg / no.)
7. Total Wt. of item no. 4 (Mat Code W97717001489 = 16478 kg / no.)
8. Total Wt. of item no. 5 (Mat Code W97717001780 = 93400 kg/ set)
9. For any deviation from BHEL manufacturing drawings, vendor to take approval

from BHEL, Haridwar before manufacturing of items.

10. Manufacturer to provide technological support to avoid any distortion during handling & transportation.

11. Manufacturer to submit detailed Erection/ Final assembly drgs for site erection.

B. Evaluation criteria: Evaluation shall be done item wise based on total landed cost (for each individual material codes quantity) up to BHEL Project site.

C. Price basis: Prices should be quoted on F.O.R. Destination basis including of freight, packing & forwarding charges, GST etc.

Item to be supplied directly to 660 MW North Karanpura site.

Bidder to Confirm that the prices will remain firm during the entire validity and execution of the Project. Please note that transit insurance of material shall be in BHEL scope only. Please quote your offer accordingly.

D. BID TO RA: Opening of Price bid & RA shall be conducted for only those bidders who qualifies PQR and whose techno-commercial bid is acceptable to BHEL. RA will be done amongst 50% lowest priced technically qualified bidders as per GeM RA guidelines.

E. Delivery: Bidders are requested to offer your best possible delivery in number of weeks/ months from the date of Purchase Order/documents approval.

BHEL reserve right to reject offer of the bidders not meeting BHEL's delivery requirement.

F. Engineering Document/ Document approval: Drawings/Data sheets/Documents/Type Test/ Quality Plan etc. as called for in the specifications shall be submitted for approval to BHEL for BHEL/customer approval within 07 days of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 07 days of their receipt provided those are complete in all respect. Delays in approval shall be dealt on merit basis.

G. MDCC clause: Material shall be dispatched only after issue of material dispatch clearance certificate (MDCC) by BHEL. All test certificates and relevant documents are to be sent to BHEL before dispatch of material for issue of MDCC, which will be issued after review of test certificates etc. MDCC will be issued within 07 days of receipt of these documents once found complete in all respects. In case of any delay on account of BHEL in issuing MDCC, delivery shall be extended by no. of days in excess of 7 days taken by BHEL in issuing MDCC and delays shall be dealt on merit basis.

Material is to dispatched within 07 days of receipt of MDCC from BHEL without waiting for PO amendment.

H. Quality Requirements: Indented item is a customer (NTPC) control item in CAT-I.

M/s ATV, M/s Vrinda and M/s Metal Fab , M/s RS Thermotech and M/s Ambabhawani to follow already NTPC approved QAP. NTPC approved QAP for respective vendor are attached and indicated below.

For M/s ATV => 4410-001-110-QVM-Q398A, Rev: 01 with BHEL QA updation dated: 02.12.2021

For M/s Vrinda => 4410-001-110-QVM-Q-405, Rev: 01 with BHEL QA updation dated: 02.12.2021

For M/s Metal Fab=> 4410-001-110-QVM-Q-398, Rev: 00 with BHEL QA updation dated: 02.12.2021.

For M/s RS Thermotech = > 4410-001-110-QVM-Q-398B, Rev: 02 dtd. 04.05.2022

For M/s Ambabhawani => 4410-001-110-QVM-Q-398VC, Rev: 00 dtd. 16.09.2022

For new vendors: Vendor to endorse BHEL SQP no. "QA/BI/QP/ACC/DUCT, Rev:00" (enclosed) and submit along with the offer. Successful vendor's QAP shall be forwarded to NTPC for their review and approval. Vendor to confirm to follow NTPC to be approved QAP in totality in the bid.

Inspection shall be done BHEL nominated inspection agency- TPIA (INTERTEK or as informed) and NTPC as per NTPC approved QAP (updated) or as approved.

The charges of BHEL - Third Party Inspection agency nominated by Purchaser would be borne by Purchaser. However, coordination with the Purchaser (BHEL)'s nominated agency and NTPC would be the responsibility of the Contractor/Seller.

Inspection calls should be raised by Contractor/Seller/sub-vendors on BHEL CQS website (WWW.COIR.BHEL.IN). At least 15 days' notice period shall be given to the inspection agency for witnessing the inspection.

I. Guarantee: Bidders to note that Guarantee would be provided for a period of **"18 months from the date of despatch"**.

Supplier shall be responsible for free replacement of defective equipment / material at our site.

Please note that offers with guarantee period lesser than above mentioned guarantee period may result in rejection of the offer.

J. Manufacturing clearance and sequence of supply: In case of ordering, vendor has to take manufacturing clearance from BHEL before starting manufacturing of material. No manufacturing is to be started without getting clearance from BHEL. Kindly confirm.

Vendor to supply material as per priority/sequence provided by BHEL after placement of PO.

K. Sharing of Drawing: bid bidders shall submit endorsed copy of attached FCA to get soft copy of drawings @

manojy@bhel.in

and rahuls@bhel.in

and sagargupta@bhel.in

and rkrahi@bhel.in

L. Make in India & MSE Purchase Preference guidelines: Make in India circular Ref. No. P-45021/2/2017-PP (BE-II) dtd. 04/06/2020 and subsequent orders shall be applicable for this procurement and only Class-I local supplier & Class-II local suppliers shall be eligible to bid in procurement. Purchase preference shall be given as per applicable Make in India guidelines and as per functionalities enabled on GeM

portal.

M. Packing: Each item must be tagged with same description & Qty. as in Vendor Packing List. Please ensure proper and sturdy packing suitable for handling at site or during transportation up to site in healthy condition.

N. Penalty / LD Clause: LD shall be as per clause no. 15 (iii) of General terms and conditions on GeM 4.0 (Version 1.1).

The date of LR (Lorry Receipt) would be treated as the date of delivery for penalty purposes.

O. Payment Terms: The payment term shall be done after issue of consignee receipt-cum acceptance certificate (CRAC) as per the below details:

Type of Bidder	Payment Terms (Number of Days)
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

Subject to submission of 08 Sets of non-discrepant documents along with original MDCC & LR as per terms & conditions of GEM contract.

P. Quantity Variation: BHEL reserves the right to cancel tender or reject any or all the quotations without assigning any reasons thereof.

BHEL also reserves the right to Increase or decrease the tendered quantities or quantity of individual material code may be dropped as a whole also.

Vendors should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity.

Vendor has to take manufacturing clearance from BHEL before starting manufacturing of material. In case ordered quantity is reduced at the time of manufacturing clearance, then payment shall be made accordingly as per decreased quantity.

Q. Risk Purchase: In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfilment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.

R. Action against Bidders / vendor / supplier / contractor in case of default:In order to

protect the commercial interests of BHEL, BHEL shall take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.

Suspension of Business Dealings could be in the form of “Hold” or “Banning” a supplier/ contractor or a bidder and shall be as per “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” available at BHEL’s website [“https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors”](https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions](#)

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.

---Thank You---