

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	02-01-2025 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	02-01-2025 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	10160001-isg, Bangalore
Total Quantity/कुल मात्रा	4
Item Category/मद केटेगरी	MANUAL DAMPER 1200MM DIAMETER
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	MANUAL DAMPER 1200MM DIAMETER
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Classroom Chairs, Diaphragm type valves for general purpose - IS 11791, Roti Making Machine, Polyethylene Pipes for Water Supply, Sofa Set (Steel Tube), Drilling Machine Bench Type / Pillar Type as per IS 2425, paper or eyelet punches, Packaging Tape, Medals, Laparoscopic Scissors
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Diaphragm type valves for general purpose - IS 11791
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	2 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	2 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No

Bid Details/बिड विवरण	
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Annual Turnover,Compliance of BoQ specification and supporting document *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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Past Performance/विगत प्रदर्शन	30 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	4 Days
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)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Reserved for Make In India products

Reserved for Make In India products	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

5. 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.

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

MANUAL DAMPER 1200MM DIAMETER (4 pieces)

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Pankaj Kumar Singh	335804, Shri Atul Kumar Verma, BHEL Site Office, RRVUNL, Suratgarh STPS Suratgarh, Dist: Shri Ganganagar, Rajasthan	4	21

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

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Terms & Conditions:		
1.	Scope of work	As per Technical enquiry specifications
2.	Consignee address (Ship To)	RRVUNL, A/c BHEL -ISG, site office, 2x660 MW, Suratgarh STPP Unit 7&8, Suratgarh Dist - Sri Ganganagar, Rajasthan, Pin- 33 5804 GSTIN: 08AABCR7436B1ZK

3.	Bill To	<p>BHEL-Industrial Systems Group</p> <p>Post Box No.:1249,</p> <p>Prof. CNR Rao Circle, IISc Post, Malleswaram,</p> <p>BANGALORE - 560012</p> <p>GSTIN No. of BHEL / Karnataka state: 29AAACB4146P1ZB</p>
4.	Mode of Dispatch	<p>Equipment to be dispatched by road/ rail/ air/ Sea on door delivery basis. Consignee</p> <p>copy of LR to be sent with consignment.</p>
5.	Road Permit Requirement/E-Way bill	Required. Vendor's responsibility
6.	Transit Insurance	<p>In BHEL Scope.</p> <p>Insurance details shall be informed later.</p> <p>Prior Dispatch intimation shall be issued to Insurance agency about the value of consignment, dispatch details, along with one set of documents consisting of LR / RR copy, Packing List, Challan indicating the items dispatched (with their weights). A copy of above should be sent to the following:</p> <p>a) BHEL. Site office (Address same as Consignee address)</p>
7.	Unloading at Site	In the scope of BHEL
8.	Storage at Site	In the scope of BHEL
9.	Delivery	<p>Three weeks from the date of LOI</p> <p>LR date shall be considered for LD purpose</p>
10.	Payment terms	<p>For supplies (Main supply / Mandatory spares /Commissioning spares) :</p> <p>100% payment will be released within (Micro & Small Enterprises (MSEs) 45 days / Medium Enterprises - 60 Days / Non MSE 's - 90) days after issuing material receipt certificate by BHEL site engineer</p>
11.	Guarantee Period	18 (Eighteen) months from the date of last supply or Twelve (12) months from the date of commissioning, whichever is earlier
12.	PVC /ORC	Not applicable

13.	Price basis	<p>Price Basis for Supply of goods:</p> <p>a) For indigenous Suppliers: Firm till completion of contract, FOR Site inclusive of packing & forwarding charges, freight charges, all taxes & duties except Goods & Service Tax (GST).</p> <p>Type of Contract: Unit rate</p> <p>Freight and other Charges (for activities performed in India): -</p> <p>Freight and charges shall be included in the basic price of equipment.</p> <p>GST (as applicable) charges shall be payable extra at actual as per prevailing rate at the time of dispatch.</p> <p>Terms of Delivery</p> <p>Delivery shall be on Ex Works.</p> <p>Insurance shall be in BHEL scope.</p> <p>Transportation of goods up to Destination shall be arranged by vendor on behalf of BHEL.</p>
14.	Submission of Performance Security deposit Performance Bank Guarantee (PBG)	Not Applicable
15.	Evaluation criteria	<p>The tender shall be evaluated on the overall package basis and on 'total cost to BHEL' on all-inclusive basis (except GST, payable extra at actual at prevailing rate) + Loading (if any). Order shall be placed on the overall 'L1' bidder, based on opening of sealed bid. Offer will be considered incomplete and rejected if all items are not quoted.</p>
16.	Drawing submission and approval	<p>As per Technical Enquiry Specification IS-1-13-2000/308, Data sheet and QAP shall be submitted by the Vendor as per data sheet/QAP submissions schedule in technical scope.</p> <p>B. For obtaining drawing approval from customer/consultant, vendor shall depute their concerned engineers to BHEL as well as customer's place for clarifications/discussions and shall be equally responsible for approval of drawings.</p>

17.	Material Dispatch clearance certificate (MDCC) issuing agency	<p>For Cat-I item, MDCC shall be issued by Customer RRVUNL and it's the responsibility of the vendor to arrange MDCC from them and furnish Original MDCC to BHEL. Copy of RRVUNL MDCC shall be attached with invoice by vendor for claiming payment from BHEL.</p> <p>For Cat-II and Cat-III items, MDCC shall be issued by RRVUNL, which shall be valid for vendor payment. However, the vendor shall furnish all required documents like Material test certificates, inspection reports, etc., required for obtaining RRVUNL MDCC by BHEL.</p>
18.	Inspection Agency	<p>A) As per Technical Enquiry Specification IS-1-13-2000/308 For domestic suppliers: Vendor shall give inspection call in line with approved QAP/Customer/Owner Hold Points to BHEL-ISG MM Dept. for arranging Customer/Owner / Third Party participation (Where ever applicable), with an advance notice of 10 working days for participation in inspection/ Joint inspection on the proposed date. The MDCC shall be issued by Customer/Owner based on the BHEL-ISG report OR Joint inspection report of BHEL ISG & Customer/Owner (Wherever applicable).</p> <p>b) Penalty for items not ready after inspection call / failure during inspection: The expenses incurred by Customer / BHEL for travel, stay etc. shall be recovered from the vendor's bills.</p> <p>d) No item / Equipment shall be dispatched without obtaining Material Dispatch clearance certificate from from BHEL-ISG Material Management Department irrespective of inspection categories.</p>
19.	Dispatch Documents Required (to be furnished by Vendor)	<p>Dispatch Documents Required (to be furnished by Vendor) for billing/ payment</p> <p>i) Original GST compliant invoice as per GST Act</p> <p>ii) Copy of Delivery challan/ packing list/ LR</p> <p>iii) Copy of 'Consignee's Receipt cum Acceptance Certificate' (CRAC)/ Material Receipt Certificate (MRC) from BHEL site</p> <p>iv) Screenshot of GST portal/ details confirming payment of GST</p> <p>E-way bill / road permit (if applicable) to be arranged by supplier.</p> <p>BHEL reserves the right to ask for any other document required for processing of bills, the vendor</p> <p>Shall comply with the same.</p>

20.	Liquidated damages for supply	<p>Purchaser reserves the right to recover from the Seller/Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the delayed mandatory spares value, excluding freight, GST per week or part thereof, subject to a maximum of 5% of the total contract price, excluding freight and GST, if the Seller/ Contractor fails to deliver any part of the ordered mandatory spares within the period stipulated in the Order/ Contract or extension thereof</p> <p>(provided delay is not attributable to the seller/ contractor).</p>
21.	Liquidated Damages for guaranteed performance	Not Applicable
22.	Arbitration	<p>Clause no. 32.0 of General Commercial Terms & Conditions of GCC (Rev.01) shall be read as:</p> <p>All questions and disputes/difference relating to the meaning of the specifications, design, drawings and instructions and or interpretation of the contract or its clauses and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawing, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Sole Arbitrator appointed by BHEL. BHEL will suggest three names, giving opportunity to contractor or vendor to choose one of them as sole arbitrator and in case parties could not mutually agree on the sole arbitrator, then the Arbitrator shall be appointed as per the provisions of Arbitration and Conciliation Act 1996 and any Amendments / modification thereon and re-enactments thereof from time to time. The cases referred to arbitration shall be other than those for which the decision of the Dy. General Manager / Sr. Manager /Project Manager/Manager/Sr. Engineer/Engineer, is expressed in the contract to be final and conclusive. The arbitrator to whom the matter is originally referred being unable to act for any reason, another person to act as sole arbitrator shall be appointed in line with Arbitration and Conciliation Act 1996 and any Amendments / modification thereon and re-enactments thereof from time to time and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.</p> <p>Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings.</p> <p>It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes including specifying the quantum of financial claim, if any, to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.</p> <p>The arbitrator (s) shall complete the entire arbitration and publish an award within a period of twelve months from the date the Tribunal enters upon the reference.</p> <p>The parties to this arbitration agreement may before or at the time of invoking the Arbitration clause, may indicate in writing</p>

		<p>ng for FAST TRACK PROCEDURE wherein the Arbitrator shall pass an award within six months from the date the Tribunal enters upon the reference and to that effect, the Tribunal may dispense with any technical formalities and conduct the proceedings without oral hearing, subject to acceptance of such Fast Track procedure by other party.</p> <p>The work under the Contract shall continue during the arbitration proceeding and no payment due to the Contractor shall be withheld on account of such proceedings.</p> <p>The contract shall be governed by and construed in accordance with laws of India, without regards to any conflict of laws principles. The Venue and seat of arbitration shall be Bangalore and the language will be English only. The award of the arbitrator shall be final, conclusive and binding all parties to this contract.</p> <p>Each party submits to the jurisdiction of Courts of Bengaluru for the purposes adjudicating any disputes or differences relating to this contract or arising out of this contract or compelling compliance with the above arbitration provisions and for enforcement of any arbitration award made in accordance with the above provisions.</p> <p>The Conciliation scheme for conducting proceedings under the BHEL conciliation scheme 2018 shall be as per Appendix-A to SCC.</p> <p>Clause no. 32.1, 32.2 & 32.3 of General Commercial Terms & Conditions of GCC (Rev.01) are not applicable to this tender/ contract.</p>
23.	CUSTOM CLEARANCE	Not applicable
24.	Breach of contract, remedies & termination	<p>1) In case of delays in completion of works or non-fulfilment of any other terms and conditions of the Contract as enumerated subsequently in this clause, then, without prejudice to its right to recover any expenses, losses or damages to which the Buyer may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract or to suspend business dealings with the Seller/Contractor in terms of the Buyers' Guidelines for Suspension of Business Dealings as applicable from time to time, the Buyer shall also be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to Seller. On the occurrence of any of the acts/omissions mentioned below, the Buyer may if it so desires, procure upon such terms and in such manner as deemed appropriate, plant/ equipment/ stores not so delivered or others of similar description where plant/ equipment/ stores exactly complying with particulars are not, in the opinion of the Buyer (which shall be final), readily procurable.</p> <p>Seller shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause.</p> <p>BHEL reserves the right to terminate the contract partially / totally or withdraw portion of work and get it done through other agency after due notice of a period of 14 days by BHEL in any of the following cases:</p> <p>i) If the Seller/Contractor fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or the Seller's poor progress of the supply/services vis-à-vis deliver</p>

y/execution timeline as stipulated in the contract, backlog attributable to the Seller including unexecuted portion of supply does not appear to be executable within balance period available;

- ii) delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications/execution methodology;
- iii) withdrawal from or repudiation/abandonment of the supply/services by the Seller before completion as per contract or if the Seller refuses or is unable to supply goods or materials covered by the order/Contract either in whole or in part or otherwise fails to perform the Order/Contract.
- iv) Non-supply by the Seller within scheduled completion/delivery period as per contract or as extended from time to time for reasons attributable to the Seller;
- v) Termination of Contract on account of any other reason(s) attributable to the Seller.
- vi) Assignment, transfer, sub-letting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vii) If the Seller be an individual or a Sole Proprietorship, in the event of death or insanity of the Seller
- viii) If the Seller/Contractor being an individual or if a partnership firm thereof, shall at any time be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act;
- ix) If the Seller/Contractor being a Company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager;

Such defaulting vendor/Seller may not be eligible to participate in re-tendering conducted on account of purchase made due to fault / breach of contract by such vendor/Seller

- 2) In case of breach of contract, wherever the value of security instruments like performance bank guarantee/ performance security available with BHEL against the contract is at least 10% of the contract value, the same shall be encashed by BHEL. In the case the value of the security instruments/ performance security 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 contractor, retention amount etc. with BHEL) or legal remedies shall be pursued.

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

		Cl. No. 26.0 of General Commercial Terms & Conditions of GC C (Rev.01) is not applicable for this tender/ contract.
25.	Recoveries arising out of Breach of contract and LD or any other recoveries due from Contractor	<p>Without prejudice to the other means of recovery of such dues from the seller/ contractor, recoveries (if any) from the seller / contractor shall be made from the following:</p> <p>a) Dues payable in the form of bills payable to the seller/ contractor, Performance Security against the same contract.</p> <p>b) Dues payable to the seller/ contractor against other contracts in the same region/ Unit/ Division of BHEL.</p> <p>c) Dues payable to seller/ contractor against other contracts in the different region/ Unit/ Division of BHEL.</p> <p>3) In case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.</p>
26.	Order of Precedence of Documents	<p>i) Corrigenda/ addenda (if any)</p> <p>ii) Buyer added Bid Specific ATC</p> <p>iii) Technical Specifications and Documents</p> <p>iv) GeM Bid Document</p> <p>v) General Terms and Conditions (GTC) on GeM</p>
27.	Splitting of tender	Not applicable

28.	Purchase preference for Make in India	<p>Procurement under this tender is reserved for purchase from Class-I 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.</p> <p>The minimum local content for class-I local supplier shall be 60%.</p> <p>The local supplier shall provide the following documents along with the Part-1 bid:</p> <ol style="list-style-type: none"> Self-certification that the item (s) offered meets the local content requirement for 'Class-I local supplier' indicating the percentage of local content and details of the location (s) at which the local value addition is made. Self-certification shall be submitted in letterhead along with the Part-I bid. In case of bid price in excess of Rs. 10 crores, the 'Class-I local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. This certificate shall be submitted along with the Part-I bid. <p>Since only the Class-I local bidders are eligible for this tender, the Margin of purchase preference is not applicable for this tender.</p>
29.	Procurement from a country which shares a land border with India	<p>Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, as specified in the Order (Public Procurement No. 1) ref. F.No.6/18/2019-PPD dated 23-July-2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and subsequent clarifications/ amendment issued from time to time in this regard. <u>"Bidder from a country which shares a land border with India" for the purpose of this clause shall be as per the above-mentioned order and subsequent clarifications/ amendment issued from time to time in this regard.</u></p> <p>A certificate shall be submitted by the bidder along with the Part-I bid regarding their compliance with the above-mentioned order.</p>
30.	e-invoicing	Compliance to e-invoicing requirements to be ensured as per extant provisions and guidelines of Govt. of India.
31.	Online bills submission	Online submission of bills shall be as per details below: Digitally signed tax Invoice along with other supporting documents to recognise payments against purchase order as specified in the contract shall be uploaded by suppliers/contractors in the vendor information system of BHEL-ISG

32.	Contact details	<u>MM/ Commercial</u> V V N S N Murthy / Sr. Manager/PG-I / 080-22184098 Shaber dewan /Sr. DGM / PG-I / 81068 89099 <u>Technical</u> Ankur Gupta/ Dy. Manager / PE-Mech / 95657 86795
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Buyer Added Bid Specific ATC

3.

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

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.

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.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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./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।

---Thank You/धन्यवाद---