

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	11-01-2025 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	11-01-2025 11:30:00
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
क्रेता ईमेल/Buyer Email	buycon1837.bhelb.ka@gembuyer.in
Item Category/मद केटेगरी	Custom Bid for Services - Onsite Oracle formsReports Development Maintenance SERVICE POINT1 2 34
Similar Category/समान श्रेणी	<ul style="list-style-type: none"> Annual Maintenance Contract for Network Security Devices
Contract Period/अनुबंध अवधि	2 Year(s) 1 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	25 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
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	<p>Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC)</p> <p>*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</p>

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
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	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)
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

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	27

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Sr.Manager
10160001-ISG, Bangalore, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Varri Venkata Narasimha Suryanarayana Murthy)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	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. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. 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 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

4. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

5. 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.

6. 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

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Pre Qualification Criteria (PQC) etc if any required:[1735639250.pdf](#)

Scope of Work:[1735639206.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1735639276.pdf](#)

GEM Availability Report (GAR):[1735639286.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1735639346.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please

download standard format document and upload:[1735639339.pdf](#)

Payment Terms:[1735649015.pdf](#)

Custom Bid For Services - Onsite Oracle FormsReports Development Maintenance SERVICE POINT1 2 34 (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Onsite Oracle formsReports Development Maintenance SERVICE POINT1 2 34
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Ajeet Kumar Choudhary	560012,BHEL-ISG,Prof CNR Rao Circle,Opp: IISc, Malleshwaram, Bangalore	1	N/A

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. 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.

4. **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.

5. **Buyer Added Bid Specific ATC**

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

6. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

7. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

BHEL-ISG
Account No.
000205003783

IFSC Code
ICIC0000002
Bank Name
ICICI BANK LIMITED

Branch address
ICICI BANK TOWER#1, COMMISSRIAT ROAD BANGLAORE

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1 . 0	Enquiry No: 88/24/7014/VVN dt: 06-12-2024
2 . 0	Description of Work: Manpower support for ORACLE RDBMS based forms and reports development
3 . 0	Buyer/ 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> <p>Any change in the above details shall be informed to the successful bidder.</p>
4 . 0	Ship 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> <p>Any change in the above details shall be informed to the successful bidder.</p>
5 . 0	Scope of Work
5 . 1	As per Technical Specifications. No.DTG/24-25/DEV/001
6 . 0	Completion Period
6 . 1	<p>24 Months from the LOI date</p> <p>Supplier has to deploy requisite number of man power onsite with in 7days of intimation by BHEL in writing or 10 days from the date of PO, whichever is later</p>
7 . 0	Liquidated Damages

7 If the supplier fails to deploy requisite manpower onsite within 7 days of intimation by BHEL in writing or 10 days from the date of PO, whichever is later, it shall be lawful for purchaser to recover damages for breach of Order/Contract and hereunder.

Purchaser reserves the right to recover from the supplier, as agreed liquidated damages and not by way of penalty, a sum equivalent to half ($\frac{1}{2}$) percent, of the total contract price excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding GST.

8 Contract Price

8 Price Basis:

1 Type of Contract: Unit Item Rate Contract

Bidder shall quote their prices strictly as per Price Schedule only.

Prices are Firm till the completion of Project, GST shall be payable extra as per statutes

Price variation /escalation (PVC) is not applicable

Over Run compensation (ORC) is not applicable

Mobilization Advance/ Interest Bearing Recoverable advance: Not applicable

Percentage allocation against each item of the BOQ is disclosed in the tender document, which becomes the basis for allocation of item wise amount / rate against the total Price for the entire contracted scope / BOQ. Individual item rate so derived shall be deemed to be the

contracted rates for various BOQ items for all purpose.

S.No	Description	Qty	UOM	Weightage
1	Onsite Oracle forms/Reports Development & Maintenance SERVICE POINT-1	24	Months	0.25
2	Onsite Oracle forms/Reports Development & Maintenance SERVICE POINT-1	24	Months	0.25
3	Onsite Oracle forms/Reports Development & Maintenance SERVICE POINT-1	24	Months	0.25
4	Onsite Oracle forms/Reports Development & Maintenance SERVICE POINT-1	24	Months	0.25

9 . 0	Terms of payment: Monthly signed time sheet has to be submitted for each manpower and the same to be verified by BHEL DTG. 100% Payment shall be released to supplier on monthly basis on receipt of original invoice along with BHEL DTG verified monthly timesheet and as per clause 12.II of GeM General Terms and Conditions. E-Invoice to be submitted as per the extant Rules and Regulations. Payment will be released within 90 days (45 days for vendors qualified and registered as Micro or Small as per MSMED Act and 60 days for vendors qualified and registered as Medium as per MSMED Act).
9 . 1	Documents to be submitted for billing/ payment: For payment against for completion of work as per billing schedule: i) GST Invoice ii) Running Account Bill (RAB) jointly signed by BHEL Engineer and Contractor iii) Measurement Book (MB) jointly signed by BHEL Engineer and Contractor iv) ESI/ PF/ Proof of wages (As applicable).
9 . 2	No interest shall be payable by the Purchaser on the security amount, bank guarantee amounts or balance payment or any money which may become due owing to difference or misunderstanding or any dispute between the Purchaser and the Contractor, or any delay on the part of Purchaser in making periodical or final payment or any other aspects incidental thereto.
1 0 . 0	Guarantee/ Warrantee/ Defect Liability Period
1 0 . 1	Not Applicable.
1 1 . 0	Arbitration & Reconciliation
1 1 . 1	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 of the work.

pletion 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.

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.

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.

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.

The parties to this arbitration agreement may before or at the time of invoking the Arbitration clause, may indicate in writing 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.

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.

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.

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.

- . 0 BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's

commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons/ BHEL's obligation to its customer.

In case of inadequate manpower deployed by the contractor, BHEL reserves the right to deploy additional manpower through any other agency for expediting activities in the interest of the project. Supplied manpower shall be put on job by the contractor and payments and other statutory compliances related to manpower shall be the contractor's responsibility. In case of contractor's failure to fulfil his obligations in respect of such manpower, BHEL reserves the right to take necessary action as per contract conditions.

Breach of Contract, Remedies and Termination

BHEL shall terminate the contract after due notice of a period of 14 days' in any of the following cases, which if not rectified/ improved within the time period mentioned in the notice, then, 'Breach of Contract' will be considered to have been established:

- i. Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.
- ii. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- iii. Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
- iv. Repeated failure of contractor in deploying the required resources, to comply the statutory requirements etc. even after given by BHEL in writing.
- v. Strike or Lockout declared is not settled within a period of two weeks.
- vi. Termination of Contract on account of any other reason (s) attributable to Contractor.
- vii. Assignment, transfer, subletting of Contract without BHEL's written permission.
- viii. Non-compliance to any contractual condition or any other default attributable to Contractor

Remedies in case of Breach of Contract is established

In case of breach of contract, BHEL shall be entitled to recover 10% of the contract value

due to breach of contract and the same is payable by seller/contractor. The recovery of 10% of the contract value can be made by BHEL by way of encashing the performance bank guarantee/ performance security available with 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

red from other financial remedies (i.e. available bills of the contractor, retention amount etc. with BHEL) or legal remedies shall be pursued.

Further, in addition to the above, levy of liquidated damages, debarment, termination, descoping, short-closure, recovery of unadjusted advance/ Engineering drawings/documents linked payments, as applicable etc. shall be applied as per provisions of the contract.

In case Contractor fails to deploy the resources as per requirement informed by BHEL in writing to expedite the work, BHEL can deploy own/hired/otherwise arranged resources and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in TCC.

To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, as per mutual agreement.

To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 5% on all such payments along with interest

While every endeavour will be made by BHEL to this end, they (BHEL) cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.

BHEL may permit or direct contractor to demobilize and remobilize at a future date as intimated by BHEL in case of following situations for reasons other than Force majeure conditions and not attributable to contractor:

- i) suspension of work(s) at a Project either by BHEL or Customer, or
- ii) where work comes to a complete halt or reaches a stage wherein worthwhile

works cannot be executed and there is no possibility of commencement of work for a period of not less than three months In such cases, charges towards demobilization and remobilization shall be as decided by BHEL after successful remobilization by contractor at site, and decision of BHEL shall be final and binding on the contractor.

After remobilization, all conditions as per contract shall become applicable. In case Contractor does not remobilize with adequate resources or does not start the work within the period as intimate

d, then BHEL reserves the right to terminate the contract.

Duration of the contract/time extension shall be revised suitably.

In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.

In the unforeseen event of inordinate delay in receipt of services due to which inordinate discontinuity of work is anticipated, BHEL on its own or contractor's request at its discretion may consider to short close the contract

in any of the following cases:

a) The balance works are minor vis a vis the scope of work envisaged as per the contract.

b) There has been no significant work in past 6 months OR no significant work is

expected in next 6 months (example in Hydro projects or in projects where work has stopped due to reasons beyond the control of BHEL).

c) The balance works cannot be done within a reasonable period of time as they

are dependent on unit shut down or on other facilities of customer or any other such reasons not attributable to the contractor.

At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work (or estimated value of services to be provided for carrying out milestone/stage payments as decided by BHEL, shall however be reduced from the final contract value.

Note: The Contractor shall not be eligible for any compensation on account of Quantity Variation arising out of short-closure of contract

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1 **Recoveries arising out of Breach of contract and LD or any other recoveries**
2 **due from Contractor**
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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:

- a) Dues payable in the form of bills payable to the seller/ contractor, Security Deposits, Bank Guarantees against the same contract.
- b) Dues payable to the seller/ contractor against other contracts, Security Deposits, Bank Guarantees in the same region/ Unit/ Division of BHEL.
- c) Dues payable to seller against other contracts, Security Deposits, Bank Guarantees in the different region/ Unit/ Division of BHEL.

In case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.



1 **Security Deposit (SD) :**

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Upon acceptance of Tender, the successful Bidder should deposit the required amount of Security Deposit for satisfactory completion of work. The total amount of Security Deposit will **be 5%** of the contract value (excluding GST). EMD of the successful bidder shall be converted and adjusted towards the required amount of Security Deposit.

At least 50% of the required Security Deposit, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

In case of delay in submission of performance security, enhanced performance security which would

include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.

Security Deposit shall be refunded/ Bank Guarantee(s) will be released to the Contractor along with the 'Final Bill' after deducting all expenses/ other amounts due to BHEL under the contract / other contracts entered into with them by BHEL upon fulfilment of contractual obligations as per terms of the contract.

1 **Bills submission and e-invoicing**

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1 4 . 1	<p>e-invoicing shall be applicable based on the notification issued by Govt. of India (GoI). Any further notification for change of guidelines/ criteria in this regard shall also be applicable.</p> <p>Following to be complied by the seller/ contractor with regard to e-invoicing and submission of bill s.</p> <ol style="list-style-type: none"> 1. Digitally signed tax Invoice along with other supporting documents as specified in the order/ contract shall be uploaded by the seller/ contractor, in the vendor information system of BHEL ISG, whose Turnover during the previous Financial Years is less than or equal to the prescribed limit as per extant GOI guidelines for mandatory e-invoicing. 2. All sellers / contractors whose Turnover is more than the prescribed limit as per extant GOI guidelines, shall prepare invoice on Invoice Registration Portal (IRP) and obtain an Invoice Reference Number (IRN). Digitally signed e-Invoice along with other supporting documents as specified in the contract shall be uploaded by them in the vendor information system of BHEL-ISG. 3. The Digital Signature Certificate (DSC) shall be registered in the name of the authorized official of the Company and shall be of Class II or III. <p>In case of hard copy submission of bills, same shall be submitted to BHEL-ISG, Bangalore.</p>
1 5 . 0	<p>Order of Precedence of Documents:</p> <p>In the event of any ambiguity or conflict between the Tender documents, the order of precedence shall be in the order below:</p> <ol style="list-style-type: none"> i) Corrigenda/ addenda (if any) ii) Buyer added Bid Specific ATC iii) Technical Specifications and Documents iv) GeM Bid Document v) General Terms and Conditions (GTC) on GeM

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.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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./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।

---Thank You/धन्यवाद---