

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	21-10-2025 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	21-10-2025 18:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम/Department Name	Department Of Heavy Industry
संगठन का नाम/Organisation Name	Bharat Heavy Electricals Limited (bhel)
कार्यालय का नाम/Office Name	10060010-r&d
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Active Line Impedance Analyzer
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Impedance Analyzer
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	logic analyzer, Water Quality Meters / Analyzers, Signal Analyzer, Biogas analyzer, Fully Automatic Biochemistry Analyzer (V2), Visual Field Analyzer (V2), Spectrum Analyzers and Vector Network Analyzers, ESR Analyzer (V2), Semi Automatic Bio Chemistry Analyser, HBA1C/Hemoglobinopathy Analyzer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Signal Analyzer Electrochemical Workstations
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes Complete
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	200000

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनियोग तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/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).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Manager

10060010-R&D, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

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

2. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.

3. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

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

Active Line Impedance Analyzer (1 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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उपरोक्त मद के लिए इंस्टॉलेशन कमीशनिंग एंड टेस्टिंग (आईसीटी) का विवरण / **Installation Commissioning and Testing (ICT) details for the above item:**

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	3.5%
Number of days allowed for ICT after site readiness communication to seller	20 Days

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Ambati Sandeep	500042,BHEL, Corp.R&D, Vikasnagar, Near BBR Hospital, Hyderabad	1	188

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.N o.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	INTEGRITY PACT View	IP is a tool to ensure that activities and transactions between the Company and its Bidders or Contractors are handled in a fair, transparent and corruption free manner. Refer clause 13 in Buyer added ATC	Active Line Impedance Analyzer(1)

क्र.सं./S.N o.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
2	Arbitration clause View	Seller to confirm acceptance to Arbitration clause	Active Line Impedance Analyzer(1)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1a) Qualifying Criteria [PQC]:

SL.No.	Condition	Description
1	Supply Experience	<p>Bidder shall submit at least one purchase order copy of any of following that they have received within 5 years from the date of this enquiry:</p> <ol style="list-style-type: none"> 1. Potentiostat/Galvanostat/Electrochemical Impedance Spectroscopy device. 2. Fuel cell Test bench 3. Frequency Response Analyzer/Mixed-signal Oscilloscope/LCR Meters. 4. DC Electronic load.
2	Bidder	The bidder must be the Original Equipment Manufacturer (OEM)/authorized dealer of OEM. If the bidder is an authorized dealer of OEM, bidder shall submit authorization letter from his OEM. If bidder is an OEM, he should submit a self declaration certificate.

1b) Relaxation of Norms for Startups: The condition of Prior Turnover and prior experience is relaxed for all startups whether Micro & Small Enterprises(MSEs) or otherwise subject to meeting of quality and technical specifications in accordance with the relevant provision of GFR,2005 and ot

her DOE-PPD notifications for relaxation norms for start-ups issued from time to time.

2) Vendor to Confirm Acceptance to Technical specification (Annexure A) attached in the bid

3) Payment term: 80% payment of the supply value shall be made within stipulated time as mentioned below from the date of receipt of material with clear documents at BHEL. Balance 20% of supply value plus 100% of the E&C portion of PO Value will be paid against ICT certificate issued by BHEL and submission of Performance Bank Guarantee by supplier.

Stipulated time based on type of bidder:

- A. For Micro & Small enterprises(MSEs) payment will be made with-in 45 days
- B. For Medium Enterprises will be made with-in 60 days
- C. Non MSMEs will be made with-in 90 days

However, GST Portion of Invoice shall be released only upon:

- i) Vendor declaring the Invoice in their GSTR-1.
- ii) Receipt of Goods and Tax Invoice by BHEL.
- iii) Confirmation of Payment of GST thereon by vendor on GSTN.

Invoice submission : “ For supply orders placed on Indian Suppliers: Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at <https://suvidha.bhel.in/suvidha/>, prior to despatch. All documents as per PO checklist , along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs , in case they were not digitally signed and uploaded on the portal.

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

4) Earnest Money Deposit (EMD) : Submission of earnest money deposit (EMD) along with offer is required.

EMD amount is Rs/INR : 2,00,000/- (Rs TWO LAKHS ONLY)

The EMD may be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening). For online transfer of funds, please transfer to BHEL R&D-A/c 10202162640, (Bank: SBI) (IFSC CODE SBIN0010622) Vikasnagar, Hyderabad 500 042.
- (ii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL R&D- A/c 10202162640 (along with offer) .
- (iii) Fixed Deposit Receipt (FDR).
- (iv) Bank Guarantee from any of the Scheduled Banks.
- (v) Insurance Surety Bonds

EMD by the tenderer will be forfeited as per tender documents if, the successful bidder/vendor refu

ses to honour the order after award of the same on him and/or withdraws his bid and/or unilaterally changes the offer and/or any of its terms conditions within the validity period

EMD given by all unsuccessful tenderers shall be refunded on acceptance of award/LOI/Po by successful tenderer. The EMD of successful bidder shall be returned after submission of Contract Execution Bank Guarantee (CEBG)

EMD shall not carry any interest.

5) Contract execution Bank Guarantee (CEBG): The successful vendor shall have to furnish a Contract Execution Bank Guarantee (CEBG) for **10% of the Total PO value** in the prescribed format **within 30 days from the date of P.O.** CEBG shall be from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by any Consortium Bank of BHEL. All bank charges on account of issuance and conformation of CEBG will have to be borne by the vendor.

CEBG shall be kept valid until 30 days after the date of ICT Certificate, which will be issued on completion of Installation & Commissioning of equipment which includes Installation, commissioning and training to operators etc. as prescribed in PO.

If the supplier fails to submit the CEBG even with-in 60 days from the date of PO, BHEL reserves the right to cancel PO & forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers.

Under all circumstances, CEBG shall be kept valid till PBG becomes operational.

Note: Proforma of Contract Execution Bank Guarantee (CEBG) is attached in ATC documents (refer Annexure 5 page no. 5 to 7).

6). Performance Bank Guarantee (PBG): PBG of 10% of total order (Supply + E&C) value is to be submitted by the successful vendor and shall be kept valid up to guarantee period. Expiry of claim period may be kept 3-6 months after validity date. PBG shall be from one of the Consortium banks of BHEL or from a reputed bank and confirmed by any Consortium bank of BHEL. The offers of the suppliers not accepting to this clause will be rejected.

Modes of Performance security/ CEBG/PBG deposit : CEBG/ Performance security may be furnished in the following forms:

- (i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor of BHEL.
- (ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.

SFMS Confirmation of Bank Guarantees (BGs): Vendor/Contractor/Bidder to ensure that issuance of Bank Guarantee shall be confirmed by the issuing Bank directly to the Owner mandatorily through Structured Financial Messaging System (SFMS), as it provides an RBI supported Integrated Platform for Bank Guarantee Verification.

SBI Bank has been designated as BHEL Corporate R&D's Bank for receiving SFMS messages for BGs issued in favour of BHEL Corporate R&D. BG shall only be obtained from Banks and Branches which are live on SFMS platform i.e. which have infrastructure to issue SFMS confirmation message along with the BG.

For SFMS, BHEL Corporate R&D Bank Details / other information are as follows:

SBI Bank, HAL campus Branch, Balanagar, Hyderabad.

IFSC Code: SBIN0001676

Vendor/Contractor/Bidder to take a print out of SFMS confirmation message from the BG issuing bank branch and attach copy of same along with the hardcopy of BG while submitting the same to BHEL Corporate R&D.

Note: Proforma of PBG is attached in ATC documents (refer annexure-6 page no. 8 to 10).

- (iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- (iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favor of BHEL).
- (v) Insurance Surety Bond.

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

7) Interest of delayed submission of PBG and CEBG: Bidder agrees to submit Contract Execution Bank Guarantee(CEBG) with-in 30 days from the date of P.O and performance bank guarantee (PBG) with-in 15 days from the date of completion of commissioning.

In case of delay in submission of PBG and CEBG, enhanced performance security which would include interest (repo rate + 4%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest.

8) Delivery period: The delivery period of 188 days from date of PO mentioned in the bid is for complete scope of work i.e including Supply, Installation, commissioning, testing, demonstration and training.

- a) The delivery period for supply from date of PO is 168 days. (24 weeks)
- b) Delivery period for ICT is 20 days from the date of communication to seller. (However, it may be noted that BHEL Corp R&D shall communicate the site readiness to seller after receipt of material at BHEL Corp R&D

9) Penalty for Delay in supply and commissioning:

- a) For the purpose of penalty for delay in commissioning of the equipment duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.
- b) Penalty on delay in 'Supply' and/or 'commissioning' will be applicable to the delays attributed to vendor.

Penalty will be considered separately for 'Supply' and 'commissioning'.

The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Sup

ply+ Commissioning) in supply subject to a maximum of 10% of total PO value (Supply+ commissioning).

The rate penalty for delayed commissioning shall be @0.5% per week of delay of total PO Value (Supply+ commissioning) in commissioning subject to a maximum of 10% of total PO value (Supply+ commissioning). Maximum penalty for delay in Supply and commissioning together shall be limited to 15% of total PO value (Supply+ commissioning).

c) Incase, any shortage is noticed viz-a-viz PO requirement for supplied Items/System, such shortages shall be replenished by supplier on for destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier.

10) Compliance on restrictions under Rule 144 (XI) of the GFR : Submit the Annexure - 2 which is attached in ATC document (refer page no. 2).

11) MII certificate : Vendor to submit MII Certificate as per Annexure -3 format attached in ATC document (refer page no.3)

12) Conflict of Interest Clause: Submit Annexure - 4 printed on your company letter head with signature and stamp. Annexure - 4 format is attached in buyer added bid specific ATC document. (refer page no. 4).

13) Integrity Pact:

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

"In case of any complaints arising out of the tendering process, the matter may be referred to any of the below e-mail IDs.

iem1@bhel.in ; iem2@bhel.in; iem3@bhel.in

As on date, the positions of Independent External Monitors (IEMs) are vacant in the Company. As and when the IEMs join based on due approval of the Competent Authority, any complaint(s) received will be shared with the IEMs."

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only. No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

(1) Name: Archana Lanjewar, Dept: Purchase Address: BHEL Corp R&D, Phone:04023882504/9885295044, Email: archanal@bhel.in,

(2) Name: Mahesh M Dept: Purchase, Address: BHEL Corporate R&D, Phone: 04023882004/99089 61921, Email: maheshm@ bhel.in.

Note: Format of Integrity pact is attached in Buyer added Bid Specific Additional Scope of Work.

14) Vendor has to submit this GeM bid document duly signed and stamped on all pages. By submitting signed Gem bid document it affirms that vendor has accepted to all terms and conditions mentioned in this bid such as payment terms, EMD, PBG, CEBG, Delivery period, IP, Penalty clause etc.

15) Breach of contract, Remedies and Termination:

Breach of contract, Remedies and Termination: In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is atleast 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued

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

16) The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

17) Vendor has to quote price(s) inclusive of GST, transportation, Insurance, loading/unloading of the equipment etc.

18) Terms of delivery : F.O.R BHEL R&D, Vikasnagar, Hyderabad – 500042

19) BHEL GSTIN No. : 36AAACB4146P1ZG.

20) Following documents to be submitted by Bidders along with offer:

- a. PAN CARD
- b. GSTIN Registration Copy
- c. Bank details
- d. Latest UDYAM Certificate (as applicable)

21) Details on Capacity / Supply and E&C performance of Bidder: Please furnish specific details of company performance in the enclosed Annexure-I (A. Capacity details; B. Performance of supplies to BHEL pl refer pg 1 of attached annexure document).

a) Capacity details in Part (A) are about the Manufacturing Capacity (Major Machine: category-wise & number-wise), No. of Machines supplied during last 5 years, Outstanding Order Book position, Liquidation Plan of all machines including BHEL machines under consideration for ordering. Wherever possible, efforts are to be made to contact some of the references of past supplies given.

b) The Performance details of supplies to BHEL will be sought in Part (B) for the POs placed by BHEL which can be verified; hence submission of these information by vendors is mandatory. BHEL will reserve the right to reject the offer, if past performance of the bidder is evaluated to be unsatisfactory and / or false information is given by the bidder.

22) Vendor to confirm their acceptance to Arbitration clause with sign and seal on each page of document provided against arbitration clause.

3. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है।/This Bid is also governed by the General Terms and Conditions

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस नियिदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---