

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	12-02-2026 18:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	12-02-2026 18:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	120 (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	Hep Bhopal
कुल मात्रा / Total Quantity	99000
वस्तु श्रेणी / Item Category	ITEM# 1) HEAT CONVEYOR SOLVENT TO TRE 207
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	ITEM#1) HEAT CONVEYOR SOLVENT TO TRE 207
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Injection Moulded PVC Socket Fittings with Solvent Cement Joints for Water Supplies conforming to IS 7834 (Part 1), Resin Treated Compressed Wood Laminates (COMPREGS) for Electrical Purposes Marked to IS 3513 (Part 1), Unplasticized PVC Pipes for Water Supply conforming to IS 4985, Cable Termination Kit Suitable for Cables Up to and Including 33 kV (V2), Cable Joint Kit Suitable for Cables Up to and Including 33 kV (V2), Transformer Turns Ratio Test Set (BHEL)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Solvent Cleaner
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
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
Payment Timelines	Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the

Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .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.

2. 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.

3. 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

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

ITEM# 1) HEAT CONVEYOR SOLVENT TO TRE 207 (99000 kilogram)

(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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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

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

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /(In number of days from contract start days)		
			मात्रा /Quantity	प्रारम्भ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
1	Avuluri Chiranjeevi	462022,BHARAT HEAVY ELECTRICAL LTD, PIPLANI			
			24750	1	60
			24750	61	150
			24750	151	240
			24750	241	330

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 $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Generic

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

3. Generic

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

4. Inspection

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

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

5. **Inspection**

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

SOURCE INSPECTION BY BHEL/ TPIA & AS PER APPROVED QA PLAN (BHEL/TPIA, QA/TCB/BO/45)

Post Receipt Inspection at consignee site before acceptance of stores:

Final Inspection & acceptance shall be done AT BHEL, BHOPAL after review of TC & GC.

6. **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.

7. **Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

8. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

9. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

TECHNO-COMMERCIAL ANNEXURE TO BE FILLED & SUBMITTED BY BIDDER ALONG WITH RELEVANT DOCUMENTS:-

ITEM#1) HEAT CONVEYOR SOLVENT TO TRE 207-99000 Kg

Sl. No.	Terms & Conditions	Vendor's Confirmation (Yes/No)
1.	TECHNICAL :	
1.1	Material/ Item should be as per attached Specification cum compliance certificate/ Drawing and PQR given with bid. Any deviation should be clearly mentioned during submission of offer, otherwise offer may be rejected.	
1.2a	Material TC, GC & Inspection report to be provided along with supply for SRV clearance & material acceptance.	
1.2 b	MATERIAL TO BE SUPPLIED IN DRUMS	
1.2 c	+ - 5% QUANTITY VARIATION IN SUPPLY QTY. WILL BE ACCEPTABLE	
1.3	INSPECTION TERMS- 1. SOURCE INSPECTION BY BHEL/ TPIA & AS PER APPROVED QA PLAN (BHEL/TPIA, QA/TC B/BO/45). 2. Final Inspection & acceptance shall be done AT BHEL, BHOPAL after review of TC & GC.	
2	COMMERCIAL :	
2.1	PRICE: Price to remain FIRM till execution of contract.	
2.2	Rates should be quoted on FOR destination basis up to BHEL, BHOPAL inclusive of packing, freight & insurance as per GeM GTC.	
2.3	MSE preference if any & MII certificate of local content to be uploaded at the time of bid submission for verification & availing MSE & MII purchase preference. (Vendor should apply for MSE/ MII purchase preference at the time of Bid Submission, if not applied: shall not be given any MSE/ MII purchase preference as per GeM logic).	

2.4	Bidder's offer is liable to be rejected if they don't upload any of the certificates/documents sought in the bid document, AT C & corrigendum.	
2.5	EVALUATION SHALL BE ON INDIVIDUAL ITEM L1 BASIS.	
2.6	divisibility of order is applicable for this tender enquiry & shall be procured in line with NIT PURCHASE PREFERENCE	
2.7	Order Splitting between vendors is not applicable	
3.	Please confirm that the following have been considered and clearly mentioned in the techno commercial bid (Part I):	
i	GSTIN	
ii	GST Rate	%
lii	Input Tax Credit Applicable	
iv	GST Type (IGST/CGST+SGST/UGST)	
v	HSN Code, 8 Digit no for each enquiry item separately.	
Vi	Any other taxes/duties with percentage.	
Vii	Seller mail ID/ contact No	
4	VALIDITY:	
4.a	The offer should remain valid as per GEM Tender enquiry.	
5	DELIVERY:	

5.a	<p>Delivery Schedule: Delivery schedule mention in GEM tender enquiry is final delivery schedule. Offer once submitted shall be treated as acceptance to delivery schedule given.</p> <p>Non acceptance/ Deviation to delivery schedule may lead to rejection of offer.</p> <p>Delivery Schedule as follows:</p> <p>Lot1-60 DAYS from date of PO Lot2-150 DAYS from date of PO Lot3-240 DAYS from date of PO Lot4-330 DAYS from date of PO</p>	
6	<p>Whether OEM/ TRADER/ DISTRIBUTOR</p> <p>If not OEM, kindly submit authorization letter from OEM for submitting offer.</p> <p>If not submitted, your offer is liable for rejection.</p>	
7	<p>Warranty is for 12 Month period from date of CRAC by consignee unless otherwise specified in category specifications.</p>	
8	<p>Acceptance to GeM GTC/ NIT & buyer uploaded ATC.</p>	
9	<p>MSE suppliers can avail the intended benefits only if they submit UDYAM Certificate along with the offer.</p> <p>Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening.</p> <p>Action may be taken against vendor if any of documents found incorrect at any stage of the procurement process.</p>	
10	<p>MAKE IN INDIA Declaration certificate to be filed & submitted after sign & seal. Where Vendor has to specify local content in % (percentage) as per Public Procurement (preference to make in India), order 2017 and its revision/orders/amendments/circulars issued by DPIIT (Department for promotion of industry and Internal trade) /Government of India time to time.</p>	

11	<p>Supplier Class: Class I local supplier /Class II local Supplier/Non local supplier as per MII declaration certificate.</p> <p>Percentage of local content (..be specific) & Place of value addition.</p>	
12	<p>As per Government of India guidelines this contract will be covered under Public Procurement (preference to make in India), order 2017 and its revision/orders/amendments/circulars issued by DPIIT (Department for promotion of industry and Internal trade)/Government of India time to time.</p> <p>Note- For this procurement, the local content to categorize a supplier as a Class I local supplier/Class II local Supplier/Non local supplier and purchase preference to Class I local supplier, is as defined in public procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT (Notice inviting tender), the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.</p>	
13	<p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL website: www.bhel.com.</p> <p>13.0 Integrity commitment, performance of contract and punitive action thereof:</p> <p>13.1 Commitment by BHEL:</p> <p>BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all bidder(s) in a transparent and fair manner, and with equity.</p>	

13.2 Commitment by Bidder/Supplier/Contractor:

a. The Bidder/Supplier/Contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian penal code, 1860 or any other law in force in India.

b. The Bidder/Supplier/Contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/BHEL.

c. The Bidder/Supplier/Contractor will perform/execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/money/reputation, to BHEL. If any Bidder/Supplier/Contractor during pre-tendering/tendering/post tendering/award/execution/post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India then, action may be taken against such bidder/supplier/contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions.

14

Breach of contract, Remedies and Termination:

In case of breach of contract, recovery of 10% of total contract value shall be applicable. Recovery shall be done by encashing security instruments like Contract Execution Bank Guarantee, performance bank guarantee, EMD. In case value of 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 shall be pursued. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

Suppliers/Contractors may track payment status of their invoices using BHEL Unified Supplier Payment (USP) Portal - <https://uspp.bhel.in>.

15

Conflict of Interest: A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) They have controlling partner (s) in common; or
- b) They received or have received any Direct or indirect subsidy/financial stake from any of them; or
- c) They have the same legal representative/agent for purposes of this bid; or
- d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which t

he parties are involved. However, this does not limit the inclusion of the components/sub-assembly/Assemblies from one bidding manufacturer in more than one bid; or

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer.

There can be only one bid form the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and

2. Indian/foreign agent on behalf of only one principal; or

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

Treatment of case regarding conflict of interest: -

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

i) If its personnel having a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly:

ii) The bidder (or his allied firm) provided services for the need assessment/procurement planning of the tender process in which it is participating;

iii) Procurement of goods directly fro

m the manufacturers/suppliers shall be preferred. However, if the OEM /Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/supplier or the manufacturer/supplier could bid directly but not both. In case bids are received from both the manufacturer/supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one authorized distributor (with / or without OEM) from quoting equipment manufactured by Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article certificate.

- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a bidder (including the participation of a bidder as a partner/JV member or Sub-contractor in another bid or vice-versa) in more than one bid shall result in disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other bidder (s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, The bidder is found having

	<p>indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/guidelines.</p>	
<p>16</p>	<p>Documents to be submitted with bid:</p> <ol style="list-style-type: none"> a. Udyam, If applicable b. MII declaration c. Seal signed copy of Integrity pact given with bid d. Test Certificates, GC, Inspection report with material e. Seal signed copy of Techno Commercial Annexure, Specification, Drawing, QAP and PQR etc given with bid. f. OEM self-certification or Valid certificate of authorization of OEM to be submitted along with offer (If quoting on behalf of OEM, if not submitted your offer will be rejected). g. Vendor PQR documents as per S.No 19 below. <p>If (a-g) is not submitted your offer is liable to be rejected.</p>	

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PAYMENT TERMS:-

Acceptance to BUYER's PAYMENT TERMS:
(NUMBER OF DAYS)

1. MSE's = 45 DAYS
2. MEDIUM ENTERPRISES = 60 DAYS
3. NON-MSME's = 90 DAYS

from receipt/testing of material, subject to acceptance of material and receipt of all documents.

Above payment terms shall supersede GEM payment terms.

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General Instructions:

1) Pre-dispatch Inspection by BHEL approved TPIA to be booked through cqir.bhel.in

2) The PO numbers are to be mentioned on the invoices and in further communications.

3) Transporter copy of invoice along with relevant documents like LR copy, e-way bill and TC's (CQIR inspection report If applicable along with internal TC's) are to be sent along with material.

4) For Bill processing following digitally signed documents need to be submitted at BHEL Finance bill section.

- (i) GEM CONTRACT WITH GEM INVOICE,
- (ii) TAX INVOICE,
- (iii) GEM CRAC,
- (iv) BHEL REGULARIZING PO COPY,
- (v) GSTR2A DATA SUBMITTED & REFLECTED IN GST PORTAL

to be sent at following address for payments "DGM-Finance, finance bill section, 4th floor, ADM building, BHEL bhopal-462022" or

Documents can also be uploaded at Incoming Material Document Management System (IMDMS) available at BHEL Bhopal B-2-B site of BHEL Bhopal internet page at <https://bpl.bhel.com/mm/>. Online submission of Invoices /e-invoices for payment can also be done in IMDMS system.

Non-submission of same will lead to delay in payment processing & shall be in vendors Account.

19

VENDOR PQR CRITERIA: As per attached PQR document

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Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE-

	a) SC/ST Owned	
	b) Women Owned	
	c) Others (excluding SC/ST & Women Owned)	
	d) Micro	
	e) Small	
	Note: If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category.	
21	Terms & Conditions as per BP200102B is an integral part of this bid and is available at BHEL webpage https://bpl.bhel.com/mm/asc_docs/BP_200102B.pdf . Any deviation (regarding drawing/technical specification/terms & conditions) must be clearly cited in offer else will be deemed acceptable. BHEL reserves right to reject offer in case of deviations.	
22	Test reports & Guarantee certificate must be provided with supply	
23	Any amount on account of recovery from consigner/supplier under any condition shall be liable to be adjusted against any amount payable to the consigner/supplier against any running bills.	
24	BHEL has launched a facility for online invoice registration and document upload enabled in the SUVIDHA Portal (https://suvidha.bhel.in/suvidha/) for all BHEL Suppliers and Contractors. Also, with effect from 01-October-2025, it will be mandatory for all Suppliers/Contractors to register their invoices exclusively through the SUVIDHA Portal along with the required documents.	
25	BHEL Bhopal is registered with various TR eDS platform. MSME bidders are requested to get registered with TReDS platform to avail the facility as per the GOI guidelines.	

10. **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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी 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---