

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	07-03-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	07-03-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	30 (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	10300018-pswr
कुल मात्रा / Total Quantity	1790
वस्तु श्रेणी / Item Category	High Strength Deformed Steel Bars and Wires for Concrete Reinforcement (V2) ISI marked to IS 1786 (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	421 Lakh (s)
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
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Bidder Turnover, Additional Doc 1 (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 दस्तावेज़ों 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?	No
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	3
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
प्राथमिक उत्पाद श्रेणी/Primary product category	High Strength Deformed Steel Bars and Wires for Concrete Reinforcement (V2) ISI marked to IS 1786
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 60 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	Item 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 के लिए आरक्षित / Reserved for Make In India products

एमआईआई के लिए आरक्षित / Reserved for Make In India products	Yes
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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. 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. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

3. 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.

4. 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.

5. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

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:

- 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

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

मूल्यांकन अनुसूचियां / Evaluation Schedules	वस्तु/श्रेणी / Item/Category	मात्रा / Quantity
Schedule 1	High Strength Deformed Steel Bars And Wires For Concrete Reinforcement (v2) Isi Marked To Is 1786	70
Schedule 2	High Strength Deformed Steel Bars And Wires For Concrete Reinforcement (v2) Isi Marked To Is 1786	465
Schedule 3	High Strength Deformed Steel Bars And Wires For Concrete Reinforcement (v2) Isi Marked To Is 1786	1255

High Strength Deformed Steel Bars And Wires For Concrete Reinforcement (V2) ISI Marked To IS 1786 (70 metric tonne)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Bis Required	Yes
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तकनीकी विशिष्टियाँ /Technical Specifications

* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Specification	Governing Specification	As per IS 1786
Generic	Process of manufacture of Steel	Hot rolled steel with controlled cooling and tempering
	Strength Grade of Steel bars and wires	Fe 500D
Dimension	Nominal sizes of bars/ wires (in mm)	8mm
	Nominal mass per meter of individual bars/ wires (in kgs)	0.395
	Nominal cross- sectional area of individual bars/ wires (in sq mm)	50.3

Additional Specification Parameters - High Strength Deformed Steel Bars And Wires For Concrete

Reinforcement (V2) ISI Marked To IS 1786 (70 metric tonne)

Specification Parameter Name	Bid Requirement (Allowed Values)
Required Technical Specification	TMT shall be conforming to IS 1786 and IS 13920. Minimum Elongation shall be 14.5 % and Ratio of Ultimate Stress to 0.2 % proof stress should be in the range of 1.15 to 1.25; Steel shall be only of strength grades with minimum 0.2% proof stress of 500 MPa, in addition to other requirements of IS 1786. The actual 0.2% proof stress of steel bars based on tensile test must not exceed their characteristic 0.2% proof stress by more than 20%

* Bidders offering must also comply with the additional specification parameters mentioned above.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	MAHESH KUMAR PARIHAR	759101,BHEL SITE OFFICE 2X660 MW NTPC TALCHER DIST- ANGUL, (Odisha) PIN-759107	70	45

High Strength Deformed Steel Bars And Wires For Concrete Reinforcement (V2) ISI Marked To IS 1786 (465 metric tonne)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Bis Required	Yes
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तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Specification	Governing Specification	As per IS 1786
Generic	Process of manufacture of Steel	Hot rolled steel with controlled cooling and tempering
	Strength Grade of Steel bars and wires	Fe 500D
Dimension	Nominal sizes of bars/ wires (in mm)	10mm
	Nominal mass per meter of individual bars/ wires (in kgs)	0.617
	Nominal cross- sectional area of individual bars/ wires (in sq mm)	78.6

Additional Specification Parameters - High Strength Deformed Steel Bars And Wires For Concrete Reinforcement (V2) ISI Marked To IS 1786 (465 metric tonne)

Specification Parameter Name	Bid Requirement (Allowed Values)
Required Technical Specification	TMT shall be conforming to IS 1786 and IS 13920. Minimum Elongation shall be 14.5 % and Ratio of Ultimate Stress to 0.2 % proof stress should be in the range of 1.15 to 1.25; Steel shall be only of strength grades with minimum 0.2% proof stress of 500 MPa, in addition to other requirements of IS 1786. The actual 0.2% proof stress of steel bars based on tensile test must not exceed their characteristic 0.2% proof stress by more than 20%

* Bidders offering must also comply with the additional specification parameters mentioned above.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	MAHESH KUMAR PARIHAR	759101,BHEL SITE OFFICE 2X660 MW NTPC TALCHER DIST- ANGUL, (Odisha) PIN-759107	465	45

High Strength Deformed Steel Bars And Wires For Concrete Reinforcement (V2) ISI Marked To IS 1786 (1255 metric tonne)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Bis Required	Yes
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तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Specification	Governing Specification	As per IS 1786
Generic	Process of manufacture of Steel	Hot rolled steel with controlled cooling and tempering
	Strength Grade of Steel bars and wires	Fe 500D
Dimension	Nominal sizes of bars/ wires (in mm)	12mm
	Nominal mass per meter of individual bars/ wires (in kgs)	0.888
	Nominal cross- sectional area of individual bars/ wires (in sq mm)	113.1

Additional Specification Parameters - High Strength Deformed Steel Bars And Wires For Concrete Reinforcement (V2) ISI Marked To IS 1786 (1255 metric tonne)

Specification Parameter Name	Bid Requirement (Allowed Values)
Required Technical Specification	TMT shall be conforming to IS 1786 and IS 13920. Minimum Elongation shall be 14.5 % and Ratio of Ultimate Stress to 0.2 % proof stress should be in the range of 1.15 to 1.25; Steel shall be only of strength grades with minimum 0.2% proof stress of 500 MPa, in addition to other requirements of IS 1786. The actual 0.2% proof stress of steel bars based on tensile test must not exceed their characteristic 0.2% proof stress by more than 20%

* Bidders offering must also comply with the additional specification parameters mentioned above.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	MAHESH KUMAR PARIHAR	759101,BHEL SITE OFFICE 2X660 MW NTPC TALCHER DIST- ANGUL, (Odisha) PIN-759107	1255	45

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Technical PQR Criteria:

(i) Bidder must have Valid BIS License Certificate

(ii) Price bid of bidders that are approved by NTPC Talcher customer shall only be eligible for Financial Evaluation.

Note: NTPC Talcher customer will be approached for those non-preapproved bidders who are meeting following requirements:

- The proposed supplier should be a Primary Steel Producer, having a minimum production capacity of one million tons per annum (MTPA). &
- The proposed supplier should be a regular manufacturer of TMT for the last two years as on date of submission of offer submission.

Financial PQR Criteria: 421 Lakhs.

Audited Financial documents of FY 2022-23, 2023-24 & 2024-25 shall be furnished in support of Turnover and this requirement shall supersede other Turnover parameters cited elsewhere in GeM Bid document.

If financial statements are not required to be audited statutorily, then instead of audited financial

statements, financial statements are required to be certified by Chartered Accountant.

In case of audited Financial statements have not been submitted for all the three years as indicated against Financial Turnover QR (Qualifying requirement) above, then the applicable audited statements

submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.

Common Conditions:

1. Unloading at Site is in the Scope of BHEL
2. Supply Quantity Tolerance shall be: $\pm 10\%$ for each line item.
3. Weighment Tolerance shall be: 70 kg per vehicle
4. Deviations will not be allowed for MOQ & Offer Validity
5. Material Test Certificate Should be sent along with supply
6. Heat No./Tag must be provided along with supply of TMT
7. Transit Insurance is in supplier's scope

LC Payment terms shall be as follows: Following payment term shall be applicable in suppression of the payment terms provided elsewhere in GeM Bid

“60 days Usance LC (Irrevocable) reckoned from the date of submission of documents (Invoice, TC & Consignee received LR copy free from errors) at Beneficiary bank. Opening charges and retirement charges to BHEL's account. For LC amendment i.e. validity extension after delivery date, charges shall be to supplier's account and amendment will be done in 5-7 days from request”

Inco Term: Carriage and insurance paid to (CIP) destination basis

Other LC related timelines shall be as follows:

Sl.	LC Terms	
1	LC Expiry	111 days from the date of LC establishment
2	Last Shipment Date	90 days from the date of LC establishment
3	Negotiation Period	21 days from the date of shipment
4	Delivery Period due to LC Payment Terms	i. 60 days from date of LC establishment for TMT, Structural Steel & Non Furnace Normalised Plates, Sheets. ii. 90 days from date of LC establishment for Plates (E250 BR with Furnace Norm) & other grades not mentioned in above Sl. no. i

Note:

If consignee received LR copy is not submitted, then BOE acceptance & Payment shall be done on the basis of SRV (Store receipt Voucher) received from respective consignee location

ADDITIONAL TERMS AND CONDITIONS :

1. Liquidated Damages for delayed delivery

5	LC Opening	LC shall normally be Opened in 21 days from PO date however LC Opening limit can be extended in case of any process delays from bank or any other administrative reasons which are beyond control	ry beyond the delivery period: If the Seller /Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract/PO, the Buyer/BHEL will be entitled to deduct/recover the Liquidated Dam
6	BOE Acceptance	BOE acceptance shall be provided within 21 days from the receipt of BOE documents at LC issuing Bank	

ages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of undelivered/delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/disspute of any sort whatsoever.

For LD calculation Invoice date/LR date/e-waybill date, whichever is later will be considered.

2.Ordering Quantity Tolerance :

+/-20 % each item wise tendered quantity.

3.Supply Quantity Tolerance:

If mentioned otherwise in the PO, the supply tolerance shall be +/- 10% for each item in PO.

4. Risk Purchase Clause:

Buyer at his option will be entitled to terminate the GeM contract and to purchase elsewhere at the risk and cost of the seller either the whole goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as foresaid or if the same where not available, the best and the nearest available substitute thereof. The supplier shall be liable for any loss, which the Purchaser may sustain by reason of such risk purchases, in case of finalized L-1 vendor fails to serve the requirements of BHEL PSWR, the same will be viewed very seriously and the above clause will be applicable. Further such vendors will not be considered for any future requirements for entire BHEL requirements and suitable penal action will be imposed as per standard BHEL conditions.

5.Material Warrantee:

Free replacement of whole material in case of notification of defect within the period of One year from TC/Invoice date.

6.Unloading of materials:

Unloading of materials is in the scope of BHEL. However, demurrages on account of delay in unloading due to improper packing, non-availability of proper dunnage, not adhering to the tender conditions and other reasons attributable to the supplier accounts only.

7.Weighment: BHEL OR BHEL approved third party weighment is final. No of pieces shall be indicated in Invoice/TC.

8.Defective Material Replacement:

Supplier shall replace the defective material free of cost (inclusive of freight, material cost, taxes etc.) up to destination within one month from notification of defect.

8. BREACH OF CONTRACT, REMEDIES AND TERMINATION : In case of Breach of Contract, BHEL shall recover 10% of the contract value from the vendor using following instruments:

- a) encashment of security instruments like EMD, performance security available with BHEL against the said contract.
- b) Balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the vendor, retention amount etc. with BHEL.
- c) Balance amount from security instrument like EMD, Performance Security and other financial remedies i.e. available bills of the vendor, retention amount etc. with other units of BHEL.
- d) If Recovery is not possible then Legal Remedies shall be pursued.

9. Conflict of Interest among bidders/Agents: 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 receive 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 the 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 from the following:

- i) The principal manufacturer directly or through one Indian agent on his behalf; **and**

- ii) 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.

10. Treatment of cases regarding conflict of interest:

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

i) If its personnel have 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 from 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 Authorised distributor (with/ or without the OEM) from quo

ting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurement 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 the 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 ownname 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 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

11. Consequential Loss: "Neither party shall be liable to the other for any indirect or consequential losses or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever arising out of or in connection with this contract.

Finish Material to be free from all mill scales, defect and edge crack.

Dimensions and sectional properties As per IS 1786

Rolling and cutting Tolerance As per IS 1786

Conversion route supplies Conversion/trader route i.e. manufacturing and supplies through third party conversion agent is not acceptable. Only supplies of materials manufactured from the Supplier mills and with valid BIS license is acceptable.

Source of Raw material for Re-rollers (applicable only for TMT and Structural steel)

Raw material sources to be declared. For traceability, raw material test certificate and related details to be linked with test certificate.

Inspection

Random sampling will be done and Entire lot/heat will be rejected if sample fails

Finish

Material to be free from all mill scales, laminations, bends and cracks. Edges shall be neatly trimmed by hot saw. Smooth surface.

Packing

Delivery should be made in bundled condition without mixing of sections. Delivery schedule mentioned in Purchase Order shall be final. In case of Rail despatches to facilitate ease of unloading the material despatches shall be made in open wagons only (BRNA) and each wagon shall be loaded with identical items only. Proper packing and dunnage is to be ensured. Loading shall be done over wooden logs placed above trailer bed or wagons to facilitate easy unloading. In bundled condition only (10 MT -Max).

Delivery condition

Dispatch by road is preferred. In case of Rail despatches to facilitate ease of unloading the material despatches shall be made in open wagons only (BRNA) and each wagon shall be loaded with identical thickness plates only. Loading of materials shall be done over wooden logs placed above trailer bed or wagons to facilitate easy unloading.

Documents required with materials for unloading at destination

Invoice + LR copy + weightment slip + gate pass + Test Certificate and additionally one full set photocopy of all the above documents.

Weightment

BHEL or BHEL approved third party weightment is final. Number of pieces shall be indicated in Invoice/TC.

Weightment Tolerance

± 0.25 % of carrier/vehicle weight or ± 70 kg. of carrier/vehicle weight, whichever is higher.

Invoice

Invoices for the materials supplied shall reflect the base price, freight as finalised (Rupees / MT) and taxes as applicable. Invoices with pricing other than this will be rejected / returned back. Only error free invoices shall be considered for payment processing. Supplier shall submit Original for Receiver + 2 extra copies of the same and 2 original TC copy, 2 LR/Gate pass copy annexed with it. If required supplier shall also submit Commercial invoice

Test Certificate

To be provided as per BHEL requirements (normally 3 copies) and extra if demanded by BHEL without any extra cost

“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 up to 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.”

2. **Buyer Added Bid Specific ATC**

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

3. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

4. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

5. **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.

6. **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.

7. **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 %.

8. **Generic**

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

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

9. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

10. **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.

11. **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.

12. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

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---
