

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण/Bid Details</b>	
<b>बिड बंद होने की तारीख/समय /Bid End Date/Time</b>	11-05-2026 17:00:00
<b>बिड खुलने की तारीख/समय /Bid Opening Date/Time</b>	11-05-2026 17:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)</b>	60 (Days)
<b>मंत्रालय/राज्य का नाम/Ministry/State Name</b>	Ministry Of Heavy Industries And Public Enterprises
<b>विभाग का नाम/Department Name</b>	Department Of Heavy Industry
<b>संगठन का नाम/Organisation Name</b>	Bharat Heavy Electricals Limited (bhel)
<b>कार्यालय का नाम/Office Name</b>	10380038-heavy Plates & Vessels Plant
<b>कुल मात्रा/Total Quantity</b>	40
<b>वस्तु श्रेणी /Item Category</b>	DC PORTABLE ELECTRODE DRYING OVEN
<b>GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS</b>	DC PORTABLE ELECTRODE DRYING OVEN
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Portable electrode oven, Laboratory Drying Oven, Carry Oven for Welding Electrodes
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>• Portable electrode oven</li> </ul>
<b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover</b>	No
<b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover</b>	No
<b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>	Additional Doc 1 (Requested in ATC),Additional Doc 2 (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
<b>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?</b>	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 विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	4
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
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
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>45</b> 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)
<b>मूल्यांकन पद्धति/Evaluation Method</b>	Total value wise evaluation
<b>मध्यस्थता खंड/Arbitration Clause</b>	No
<b>सुलह खंड/Mediation Clause</b>	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	No
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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

#### ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

**This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.**

1. 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.

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

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

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.

#### **DC PORTABLE ELECTRODE DRYING OVEN ( 40 pieces )**

## तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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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

## अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

DrawingDocument1	<a href="#">View</a>
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## 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	Mohammad Shabir	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	40	28

## 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	TENDER <a href="#">View</a>	TENDER	DC PORTABLE ELECTRODE DRYING OVEN(40)

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  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , 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**

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.

## 4. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

## 5. **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.

## 6. **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.

## 7. **Scope of Supply**

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

## 8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**TENDER TERMS AND CONDITION IN GEM ARE NON- DEVIATEBLE.**

**BIDDERS ARE REQUESTED TO ACCEPT ALL THE TERMS AND CONDITIONS WHILE SUBMITTING THEIR OFFERS.**

**DEVIATIONS TAKEN FROM TENDERS TERMS WITH RESPECT TO DELIVERY PERIOD, LD TERMS, PAYMENT TERMS, QUANTITY TOLERANCE, INSPECTION AND TESTS OR ANY OTHER TERMS WILL BE IGNORED AND TREATED AS NULL & VOID AND THEIR OFFER IF FOUND SUITABLE WILL BE CONSIDERED FOR FURTHER PROCESS AS PER GEM TENDERS TERMS AND CONDITION ONLY.**

## ADDITIONAL SCOPE OF WORK

Sl. No	Matl. Code	Description	UOM	Quantity	Vendor Response (Make & Brand)
SUPPLY OF DC PORTABLE ELECTRODE DRYING OVENS					
<b>PQC:</b>					
1. DCPOVEN REV.02.DATED 28.03.2026.					
01	18240260600	DC PORTABLE ELECTRODE DRYING OVEN REFER TDC NO. DCPOVEN REV.02.DATED 28.03.2026 REFER PQC NO. DCPOVEN REV.02.DATED 28.03.2026	NO	40	

- BIDDER SHALL FOLLOW GEM GENERAL TERM AND CONDITIONS AND SUBMIT THE OFFER.
- ALL THE TERMS AND CONDITION MENTIONED IN SPECIAL TERMS AND CONDITION, TECHNICAL SPECIFICATIONS AND QUALITY PLAN/INSPECTION TEST PLAN IF APPLICABLE SHALL SUPERSEDE ANY OTHER SIMILAR TERMS QUOTED ELSEWHERE.
- MATERIALS ARE TO BE SUPPLIED AT M/S BHEL-HPVP, VISAKHAPATNAM. BIDDER SHALL QUOTE THE PRICE INCLUSIVE OF TESTING, FREIGHT, PACKING & FORWARDING, TRANSIT INSURANCE, GEM TRANSACTION CHARGE, ANY OTHER TAXES AND GST ETC. **NO EXTRA PAYMENT WILL BE MADE OVER & ABOVE QUOTED PRICE.**
- APPLICABLE GST SHOULD ALSO INCLUDED IN PRICE QUOTED IN GEM.
- SUPPLIER /STOCKIEST/TRADE WHO WILL SOURCE THE ITEMS FROM FOREIGN SOURCE HAS TO COMPLY THE GOVERNMENT PUBLIC PROCUREMENT ORDER NUMBER P-45021/2/2017-B.E-II DATED 15.06.2017, , AND FURTHER MODIFIED ORDER NUMBER P-45021/2/2017-PP(BE-II) DT. 04.06.2020 ISSUED BY DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE(DPIIT).
- ONLY CLASS I & CLASS- II LOCAL SUPPLIERS AS PER MII ORDER DATED 04.06.2020 WILL BE ELIGIBLE TO BID. NON - LOCAL SUPPLIERS AS PER MII ORDER DATED 04.06.2020 ARE NOT ELIGIBLE TO PARTICIPATE.
- VENDOR SHALL MENTION THE OFFERED MAKE/BRAND IN THEIR QUOTATION.
- CATALOG/ TECHNICAL DATA-SHEET TO BE ENCLOSED ALONG WITH OFFER.
- QUALITY PLAN:** NOT APPLICABLE.
- INSPECTION:** BY BHEL. AFTER RECEIPT OF MATERIAL AT BHEL HPVP
- GUARANTEE/WARRANTEE CLAUSE:**

AS TDC & PQC. .

IF ANY DEFECT IS NOTICED DURING THE ABOVE PERIOD, THE SAME SHALL BE RECTIFIED / REPLACED FREE OF COST ON FOR BHEL-HPVP, VISAKHAPATNAM / DESTINATION BASIS WITHIN A REASONABLE TIME.

**12. DELIVERY PERIOD:**

**WITHIN 28 DAYS [4 WEEKS] FROM** THE DATE OF PO TO RECEIPT OF MATERIAL AT BHEL HPVP.

**13. PRE-QUALIFICATION CRITERIA:** DCPOVEN REV.02.DATED 28.03.2026.

**14. CONTACT EXECUTION BANK GUARANTEE:** NOT APPLICABLE. (FOR VALUES LESS THAN 200 LAKHS)

**15. BANK GUARANTEE FOR PERFORMANCE SECURITY:** SUCCESSFUL BIDDER TO FURNISH THE BANK GUARANTEE FOR ~~10% OF CONTRACT / PO VALUE WITHIN 10 DAYS FROM THE DATE OF COMMISSIONING FOR THE PERIOD OF 63 MONTHS FROM THE DATE OF COMMISSIONING.~~

SUCCESSFUL BIDDER TO PROVIDE THE BANK GUARANTEES FROM CONSORTIUM BANKS WHICH ARE ALREADY SFMS COMPLIANT. UNDER SFMS SYSTEM, A SEPARATE ADVICE OF THE BANK GUARANTEE (VIA SFMS IFN 760COV) TO BE SENT TO THE ADVISING BANK (BENEFICIARY'S BANK) THROUGH SFMS BY THE ISSUING BANK (APPLICANT'S BANK), AFTER WHICH THE PAPER BANK GUARANTEE WOULD BECOME OPERATIVE.

**16. PAYMENT TERMS:**

PAYMENT OF 100% OF **INVOICE VALUE** SHALL BE MADE WITHIN THE STIPULATED DAYS AS MENTIONED BELOW FROM THE DATE OF RECEIPT AND ACCEPTANCE OF ALL THE MATERIALS AT BHEL HPVP STORES.

Type of Bidder	Payment Terms (Number of Days)
Micro & Small Enterprises (MS Es)	45 Days
Medium Enterprises	60 Days
Non MSME	90 Days

HOWEVER, GST PORTION OF INVOICE SHALL BE RELEASED ONLY UPON:

- 1) VENDOR DECLARING THE INVOICE IN THEIR GSTR-1.
- 2) RECEIPT OF GOODS AND TAX INVOICE BY BHEL.
- 3) CONFIRMATION OF PAYMENT OF GST THEREON BY VENDOR ON GSTN PORTAL.

**“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/](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.

**17. GST Clauses:**

- THE BIDDER TO SPECIFY IN THEIR OFFER (PART 1 BID) THE CATEGORY OF THEIR REGISTRATION UNDER GST LIKE REGISTERED, UNREGISTERED AND COMPOSITE DEALER.

- THE PROVISIONAL GST REGISTRATION NUMBER OF BHARAT HEAVY ELECTRICAL LTD, HEAVY PLATES AND VESSELS PLANT, VISAKHAPATNAM IS <37AAACB4146P7Z8= WITH STATE CODE AS <37= AND STATE NAME AS <ANDHRA PRADESH=.
  - NO GST WILL BE REIMBURSED TO UNREGISTERED OR COMPOSITE DEALER. IN THE EVENT, ANY GST IS QUOTED BY COMPOSITE DEALER, THE SAME SHALL BE ADDED TO THE COST OF SUPPLY IN EVALUATING THE BID.
  - SUPPLIER SHALL MENTION THEIR GSTN REGISTRATION NUMBER(GSTIN) IN ALL THEIR INVOICES AND INVOICES SHALL BE IN THE FORMAT AS SPECIFIED/PREScribed UNDER GST LAWS. INVOICES SHALL NECESSARILY CONTAIN INVOICE NUMBER (IN CASE OF MULTIPLE NUMBERING SYSTEM IS BEING FOLLOWED FOR BILLING LIKE SAP INVOICE NO COMMERCIAL INVOICE NO ETC., THEN THE INVOICE NO WHICH IS LINKED/UPLOADED IN GSTN NETWORK SHALL BE CLEARLY INDICATED), ITEM DESCRIPTION AS PER PO QUANTITY RATE, VALUE, APPLICABLE TAXES WITH NOMENCLATURE (LIKE IGST, SGST, CGST & UTGST) SEPARATELY, HSN/ SAC CODE, ETC.
  - ALL INVOICES SHALL BEAR THE HSN CODE FOR EACH ITEM SEPARATELY (HARMONIZED SYSTEM OF NOMENCLATURE)/ SAC CODE (SERVICES ACCOUNTING CODE).
  - THE BIDDER SHALL CLEARLY INDICATE HSN (HARMONIZED SYSTEM NOMENCLATURE) / SAC (SERVICE ACCOUNTING CODE), ITS DESCRIPTION AND APPLICABLE RATE OF GST FOR EACH ITEM IN HIS TECHNOCOMMERCIAL BID.
  - IN CASE GST CREDIT IS DELAYED/DENIED TO BHEL DUE TO NON/DELAYED RECEIPT OF GOODS AND/OR TAX INVOICE OR EXPIRY OF TIMELINE PRESCRIBED IN GST LAW FOR AVAILING SUCH ITC, OR ANY OTHER REASONS NOT ATTRIBUTABLE TO BHEL, GST AMOUNT SHALL BE RECOVERABLE FROM BIDDER ALONG WITH INTEREST, PENALTIES LEVIED/LEVIABLE ON BHEL.
  - IN CASE BIDDER DELAYS DECLARING SUCH INVOICE IN HIS RETURN AND GST CREDIT AVAILED BY BHEL IS DENIED OR REVERSED SUBSEQUENTLY AS PER GST LAW, GST AMOUNT PAID BY BHEL TOWARDS SUCH ITC REVERSAL AS PER GST LAW SHALL BE RECOVERABLE FROM BIDDER ALONG WITH INTEREST LEVIED / LEVIABLE ON BHEL.
  - BIDDERS MUST ENSURE COMPLIANCE OF ALL THE APPLICABLE RULES AND PROCEDURE AS ENVISAGED IN THE GST REGIME. ANY LOSS TO BHEL-HPVP DUE TO FAULT / NONCOMPLIANCE BY THE BIDDER WILL BE TO THE BIDDER'S ACCOUNT.
  - GST TDS IS APPLICABLE AS PER RULES.
- 18.** PROCUREMENT DIRECTLY FROM THE MANUFACTURERS/SUPPLIERS SHALL BE PREFERRED. HOWEVER, IF THE OEM/PRINCIPLE 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 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.
- 19. RIGHT TO REJECT:** THE COMPETENT AUTHORITY RESERVES ALL RIGHTS TO REJECT THE GOODS IF THE SAME ARE NOT FOUND IN ACCORDANCE WITH THE REQUIRED DESCRIPTION / SPECIFICATION S/QUALITY. REJECTED MATERIALS IF ANY AFTER RECEIPT OF MATERIAL AT OUR END SHALL BE REPLACED BY SUPPLIER AT FREE OF COST (INCLUSIVE OF ALL TESTING, INSPECTION, TPI, SERVICE CHARGES ETC) UP TO DESTINATION IMMEDIATELY WITHOUT ANY EXTRA FREIGHT FROM DEFECT NOTIFICATION DATE.
- IF ANY MATERIAL IS REJECTED, SUPPLIER TO MAKE FREE OF COST (ON FREIGHT PAID BASIS) REPLACEMENT WITHIN A SPECIFIED PERIOD. REJECTED MATERIALS CAN BE LIFTED BY THE SUPPLIER THEREAFTER. (OR) BHEL SHALL TAKE ALTERNATE PROCUREMENT ACTION FROM ELSEWHERE AND RECOVER THE DIFFERENCE IN COST, IF ANY INCURRED BY BHEL IN THIS REGARD FROM THE SUPPLIER. THE SUPPLIER SHALL NOT BE ENTITLED TO ANY GAIN ON REPURCHASE. (OR) BHEL CAN TERMINATE THE CONTRACT EITHER IN PART OR WHOLLY IN WHICH AT BHEL DISCRETION AND RECOVER LOSS IF ANY FROM THE SUPPLIER.
- 20.** BHEL HPVP RESERVES THE RIGHT TO CANCEL THE ENQUIRY / TENDER AT ANY STAGE WITHOUT ASSIGNING ANY REASONS THEREOF. AND BHEL HPVP RESERVES THE RIGHT TO REJECT OR ACCEPT ONE OR ANY OFFER WITHOUT ASSIGNING ANY REASON.

**21. RISK PURCHASE:** THE DELIVERY PERIOD STATED SHALL BE REASONABLE/REALISTIC AND SHALL STRICTLY BE ADHERED TO. IF THE MATERIAL IS NOT SUPPLIED WITHIN THE AGREED DELIVERY PERIOD, IN ORDER TO AVOID LOSS OR DAMAGE BHEL RESERVES THE RIGHT TO CANCEL THE ORDER AND PURCHASE THE MATERIAL (EITHER WHOLLY OR UNDELIVERED PORTION) FROM ALTERNATE SOURCE(S) AT THE RISK AND COST (WITH EXTRA 5 % OVERHEAD) OF THE SUPPLIER. IN SUCH AN EVENT, IT SHALL BE OBLIGATORY ON THE PART OF SUPPLIER TO MAKE GOOD ANY LOSS SUFFERED BY THE BHEL. IN SUCH CASES, BHEL SHALL WITHHOLD BILLS, BANK GUARANTEES, ETC., OF THE SUPPLIER, WHICH ARE PENDING EITHER AT HPVP BHEL OR ANY OTHER UNIT OF BHEL.

**22. FORCE MAJEURE:** THE SUPPLIER SHALL NOT BE CONSIDERED IN DEFAULT IF DELAY OCCURS DUE TO CAUSES

BEYOND HIS CONTROL SUCH AS ACTS OF GOD, NATURAL CALAMITIES, FIRE, FROST, FLOOD, CIVIL WAR, STRIKES, CIVIL COMMOTION, RIOT, GOVERNMENT RESTRICTIONS, LOCKOUT THAT ARE NOT IN CONTROL OF SUPPLIER OR ACTS OF UNSURPASSED POWER. ONLY THOSE CAUSES THAT HAVE DURATION OF MORE THAN SEVEN DAYS SHALL BE CONSIDERED CAUSE OF FORCE/ CALENDAR/ MAJEURE. NOTIFICATION TO THIS EFFECT DULY CERTIFIED BY LOCAL CHAMBER OF COMMERCE/ STATUTORY AUTHORITIES SHALL BE GIVEN BY THE SUPPLIER TO BHEL BY REGISTERED LETTER. IN THE EVENT OF DELAY TO SUCH CAUSES THE DELIVERY SCHEDULE SHALL BE EXTENDED FOR A LENGTH OF TIME EQUAL TO THE PERIOD OF FORCE MAJEURE OR AT THE OPTION OF BHEL THE ORDER MAY BE CANCELLED IN MUTUAL CONSENT WITH VENDOR. SUCH CANCELLATION WOULD BE WITHOUT ANY LIABILITY WHATSOEVER ON THE PART OF BHEL. IN THE EVENT OF SUCH CANCELLATION THE SUPPLIER SHALL REFUND ANY AMOUNT ADVANCED OR PAID TO THE SUPPLIER BY BHEL AND DELIVERY BACK ANY MATERIAL ISSUED TO HIM BY BHEL AND RELEASE FACILITIES, IF ANY, PROVIDED BY BHEL.

**23. ARBITRATION:** EXCEPT AS PROVIDED ELSEWHERE IN THIS CONTRACT, IN CASE AMICABLE SETTLEMENT IS NOT REACHED BETWEEN THE PARTIES, IN RESPECT OF ANY DISPUTE OR DIFFERENCE; ARISING OUT OF THE FORMATION, BREACH, TERMINATION, VALIDITY OR EXECUTION OF THE CONTRACT; OR, THE RESPECTIVE RIGHTS AND LIABILITIES OF THE PARTIES; OR, IN RELATION TO INTERPRETATION OF ANY PROVISION OF THE CONTRACT;

OR, IN ANY MANNER TOUCHING UPON THE CONTRACT, THEN, EITHER PARTY MAY, BY A NOTICE IN WRITING TO THE OTHER PARTY REFER SUCH DISPUTE OR DIFFERENCE TO THE SOLE ARBITRATION OF AN ARBITRATOR APPOINTED BY HEAD OF THE BHEL UNIT/REGION/DIVISION ISSUING THE CONTRACT.

THE ARBITRATOR SHALL PASS A REASONED AWARD AND THE AWARD OF THE ARBITRATOR SHALL BE FINAL AND BINDING UPON THE PARTIES. SUBJECT AS AFORESAID, THE PROVISIONS OF ARBITRATION AND CONCILIATION ACT 1995 (INDIA) OR STATUTORY MODIFICATIONS OR RE-ENACTMENTS THEREOF AND THE RULES MADE THEREUNDER AND FOR THE TIME BEING IN FORCE SHALL APPLY TO THE ARBITRATION PROCEEDINGS UNDER THIS CLAUSE. THE SEAT OF ARBITRATION SHALL BE (THE PLACE FROM WHICH THE CONTRACT IS ISSUED) THE COST OF ARBITRATION SHALL BE BORNE AS PER THE AWARD OF THE ARBITRATOR, SUBJECT TO THE ARBITRATION IN TERMS OF CLAUSE ABOVE, THE COURTS AT (PI INCORPORATE THE NAME OF THE PLACE WHERE THE PRINCIPAL CIVIL COURT HAVING ORDINARY ORIGINAL CIVIL JURISDICTION TO DECIDE QUESTIONS FORMING SUBJECT MATTER OF THE

ARBITRATION IS LOCATED) SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT. NOTWITHSTANDING THE EXISTENCE OR ANY DISPUTE OR DIFFERENCES AND/OR REFERENCE FOR THE ARBITRATION, THE CONTRACTOR SHALL PROCEED WITH AND CONTINUE WITHOUT

HINDRANCE THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT WITH DUE DILIGENCE AND EXPEDITION IN A PROFESSIONAL MANNER EXCEPT WHERE THE CONTRACT HAS BEEN TERMINATED BY EITHER PARTY IN TERMS OF THIS CONTRACT.

**24. JURISDICTION:** NOTWITHSTANDING ANY OTHER COURT OR COURTS HAVING JURISDICTION TO DECIDE THE QUESTION(S) FORMING THE SUBJECT MATTER OF THE REFERENCE IF THE SAME HAD BEEN THE SUBJECT MATTER OF A SUIT, ANY AND ALL ACTIONS AND PROCEEDINGS ARISING OUT OF OR RELATIVE TO THE CONTRACT (INCLUDING ANY ARBITRATION IN TERMS THEREOF) SHALL LIE ONLY IN THE COURT OF COMPETENT CIVIL/TERRITORIAL JURISDICTION IN THIS BEHALF AT VISAKHAPATNAM AND ONLY THE SAID COURTS(S) SHALL HAVE JURISDICTION TO ENTERTAIN AND TRY ANY SUCH ACTION(S) AND/OR PROCEEDING(S) TO THE EXCLUSION OF ALL OTHER COURTS.

**25. NO OVERDUE INTEREST,** WHATSOEVER THE REASON, WILL BE PAYABLE BY BHEL TO EITHER SUPPLIER OR HIS BANKERS

**26. TECHNO COMMERCIALLY QUALIFIED VENDOR's CREDENTIALS WILL BE SUBMITTED TO CUSTOMER/CONSULTANT, IF REQUIRED FOR THEIR APPROVAL AND THEIR OFFERS WILL BE CONSIDERED FOR PRICE BID OPENING/ REVERSE AUCTION SUBJECT TO CUSTOMER /CONSULTANT APPROVAL FOR THE TENDER. BIDDER SHALL SUBMIT THEIR CREDENTIALS AND COMPANY DETAILS ALONG WITH TECHNICAL OFFERS.**

**27. FRAUD PREVENTION POLICY:** THE BIDDER ALONG WITH ITS ASSOCIATE/ COLLABORATORS/ SUB-CONTRACTORS/ SUB-VENDORS/ CONSULTANTS/ SERVICE PROVIDERS SHALL STRICTLY ADHERE TO BHEL FRAUD PREVENTION POLICY DISPLAYED ON BHEL WEBSITE [HTTP://WWW.BHEL.COM](http://www.bhel.com) AND SHALL IMMEDIATELY BRING TO THE NOTICE OF BHEL MANAGEMENT ABOUT ANY FRAUD OR SUSPECTED FRAUD AS SOON AS IT COMES TO THEIR NOTICE."

**28. LINKING UP OF OLD ISSUES:** IN CASE IF YOU HAVE ANY OUTSTANDING PROBLEM WITH EARLIER SUPPLIES, YOU SHOULD NOT LINK UP AGAINST THIS ENQUIRY OR PO AT LATER STAGES.

**29. HOLIDAY/SUSPENSION/BANNING LIST/NEGATIVE LIST:**

OFFERS FROM FOLLOWING TYPES OF BIDDERS WILL NOT BE ACCEPTED.

- WHO ARE IN THE HOLIDAY/ SUSPENSION /BANNING LIST / NEGATIVE LIST OF ANY PSU/GOVT . AUTHORITY ON DUE DATE OF SUBMISSION OF BID / DURING THE PROCESS OF EVALUATION OF THE BIDS, THE OFFERS OF SUCH BIDDERS SHALL NOT BE CONSIDERED FOR BID OPENING/EVALUATION/AWARD (PROFORMA OF DECLARATION OF BLACK LISTING / HOLIDAY LISTING ATTACHED FOR SUBMISSION BY BIDDER).
- WHO ARE UNDER LIQUIDATION, COURT RECEIVERSHIP OR SIMILAR PROCEEDINGS, BIDDER SHALL SUBMIT A SELF-CERTIFICATE STATING THAT THEY ARE NOT UNDER LIQUIDATION, COURT RECEIVERSHIP OR SIMILAR PROCEEDINGS. FAILURE TO DO SO OR THE BIDDER IS UNDER COURT RECEIVERSHIP OR SIMILAR PROCEEDINGS, THEIR BIDS SHALL NOT BE CONSIDERED (PROFORMA FOR DECLARATION ON NCLT/NCLAT/DRT/DRAT/COURT RECEIVERSHIP/LIQUIDATION ATTACHED FOR SUBMISSION BY BIDDER).

**30. 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 QUOTING EQUIPMENT MANUFACTURED BY AN 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 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 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 UNDERTAKE

S 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.

**31. NON-FILER OF INCOME TAX RETURN SHALL BE SUBJECT TO TDS/TCS AT HIGHER RATES ( SECTION 206AB AND SECTION 206CCA):**

Ø THE FINANCE ACT 2021 INSERTS THESE SECTIONS TO PROVIDE FOR DEDUCTION AND COLLECTION OF TDS AND TCS AT THE HIGHER RATES IN CASE OF NON-FILERS OF THE INCOME TAX RETURN FOR PRECEDING TWO YEARS (PROVIDED TOTAL TDS DEDUCTED / TCS COLLECTED EXCEEDS RS. 50,000 IN EACH OF THE TWO PRECEDING YEARS).

THE RATE OF TDS/TCS SHALL BE AT THE DOUBLE OF THE SPECIFIED RATE OR 5%, WHICHEVER IS HIGHER. THESE

PROVISIONS SHALL NOT BE APPLICABLE WHERE THE TAX IS REQUIRED TO BE DEDUCTED UNDER SECTIONS 192, 192A, 194B, 194BB, 194LBC OR 194N OF THE ACT. (W.E.F. 1ST DAY OF JULY 2021) OTHER CLAUSES LIKE TENDER EVALUATION, LD, FIRM PRICE ETC., SHALL BE AS GEM GENERAL TERMS AND CONDITIONS.

**32. NEW PROVISION (SECTION 194Q) REGARDING DEDUCTION OF TAX AT SOURCE @ 0.1% ON PURCHASE OF GOODS FROM RESIDENT:**

Ø NEW SECTION 194Q IS INSERTED FOR DEDUCTION OF TDS BY A PERSON (WHOSE TURNOVER EXCEEDS RS. 10 CRORES) WHO IS PAYING ANY SUM TO ANY RESIDENT FOR PURCHASE OF ANY GOODS OF THE VALUE EXCEEDING RS. 50 LAKHS IN ANY PREVIOUS YEAR. THIS PROVISION SHALL NOT BE APPLICABLE WHERE TAX IS DEDUCTIBLE

UNDER ANY OTHER PROVISION OF I.T ACT OR WHERE TAX IS COLLECTIBLE UNDER THE PROVISIONS OF SECTION 206C OTHER THAN A TRANSACTION TO WHICH SUB-SECTION (1H) OF SECTION 206C APPLIES. THE TAX SHALL BE DEDUCTED AT THE RATE OF 0.1%, WHICH SHALL BE INCREASED TO 5% IF THE SELLER DOES NOT PROVIDE HIS PAN. (W.E.F. 1ST DAY OF JULY 2021).

**33. ALL OTHER CLAUSES LIKE TENDER EVALUATION, LD, FIRM PRICE ETC., SHALL BE AS GEM GENERAL TERMS AND CONDITIONS.**

**34. 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	SC/ST Owned	Women Owned	Others (excluding SC/ST & Women Owned)
Micro			
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.

**35. CONTACT PERSON:**

Commercial Queries	Mr. D S Baraik /Sr. Manager [MM-RM], / Phone: (Landline/ Mobile) 91+ 891-288 1301 /Email ID: <a href="mailto:dsbaraik@bhel.in">dsbaraik@bhel.in</a>
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Technical Queries

Mr P Venkata Durga Ramesh / .Sr Manager [WT-DEPT]/ Phone: (Landline/ Mobile) 91+ 891-288 1394 /Email ID: [pvdramesh@bhel.in](mailto:pvdramesh@bhel.in)

### 36. GRIEVANCE REDRESSAL MECHANISM

TO PROMOTE TRANSPARENCY AND ENSURE FAIR TREATMENT OF ALL BIDDERS, A STRUCTURED GRIEVANCE REDRESSAL MECHANISM IS IN PLACE TO ADDRESS ANY CONCERNS OR ISSUES ARISING DURING THE TENDERING PROCESS OR IN SUBSEQUENT BUSINESS DEALINGS WITH THE COMPANY.

SUPPLIERS/CONTRACTORS ARE REQUESTED TO FOLLOW THE BELOW ESCALATION PROCESS FOR GRIEVANCE RESOLUTION:

**FIRST LEVEL:** ANY GRIEVANCE SHOULD INITIALLY BE ADDRESSED TO THE DESIGNATED DEALING OFFICER; WHOSE CONTACT DETAILS ARE PROVIDED IN THE NOTICE INVITING TENDER (NIT)/CONTRACT.

**SECOND LEVEL:** IF THE ISSUE REMAINS UNRESOLVED, IT MAY BE ESCALATED BY LODGING A FORMAL GRIEVANCE THROUGH THE SUVIDHA PORTAL: [HTTPS://SUVIDHA.BHEL.IN/SUVIDHA/](https://suvidha.bhel.in/suvidha/). RESPONSES WILL BE PROVIDED IN ACCORDANCE WITH THE DEFINED ESCALATION MATRIX."

**37. NOTE:** APART FROM ABOVE, ALL OTHER COMPREHENSIVE DETAILS ARE AVAILABLE IN THE GEM TERMS AND CONDITIONS, WHICH IS SUBJECT TO REVISION OVER THE TIME. IN CASE OF ANY VOID/LOOP/CONFLICT ABOUT TERMS AND CONDITIONS, GEM TERMS AND CONDITIONS SHALL BE FOLLOWED.

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### अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export

experience.

9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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.**

**This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

**However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

[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 कार्यवाई 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---