

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	24-06-2026 13:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	24-06-2026 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (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	10040025-c F P Rudrapur
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	sbudiyal@bhel.in
कुल मात्रा / Total Quantity	63450
वस्तु श्रेणी / Item Category	GALVANIZED STEEL STRUCTURE GALVANIZING AS PER SPECN IS: 2629/2633/4759 MIN COATING 610 GM/SQ MTRS
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	galvanized steel structure galvanizing as per specn is2629/2663/4759 min coating 610gm/sq mtrs as per annexure-1
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Weld Mesh Febric as per IS 4948, Weld Mesh Panel for Perimeter Security Fence as per IS 4948, Aluminium Conductors For Overhead Transmission Purposes (V2) Conforming To IS 398
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Light Gauge Steel Framed Super Structure • Hot Rolled Steel Beam, Column, Channel and Angle Sections (V2) conforming to IS 808
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (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	4
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 45 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/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider 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. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.

2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.

3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.

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

5. 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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.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.

7. 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

GALVANIZED STEEL STRUCTURE GALVANIZING AS PER SPECN IS: 2629/2633/4759 MIN COATING 610 GM/SQ MTRS (63450 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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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	Skandshiv Bhardwaj	246446,EM STORE, 4X111MW VISHNUGAD PIPALKOTI HEP VILLAGE SONLA (NH-58, BEFORE NANDPRAYAG TOWN) THASHIL KARANPRAYAG DISTT-CHAMOLI	63450	60

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Tech Specs View	Annexure-I	GALVANIZED STEEL STRUCTURE GALVANIZING AS PER SPECN IS: 2629/2633/4759 MIN COATING 610 GM/SQ MTRS(63450)
2	Approved Make of ISMC ISA ISMB View	Doc	GALVANIZED STEEL STRUCTURE GALVANIZING AS PER SPECN IS: 2629/2633/4759 MIN COATING 610 GM/SQ MTRS(63450)
3	Galvanisation Approved Source View	Doc	GALVANIZED STEEL STRUCTURE GALVANIZING AS PER SPECN IS: 2629/2633/4759 MIN COATING 610 GM/SQ MTRS(63450)
4	Vendor Questionnaire View	Doc	GALVANIZED STEEL STRUCTURE GALVANIZING AS PER SPECN IS: 2629/2633/4759 MIN COATING 610 GM/SQ MTRS(63450)
5	BoQ View	Annexure-1	GALVANIZED STEEL STRUCTURE GALVANIZING AS PER SPECN IS: 2629/2633/4759 MIN COATING 610 GM/SQ MTRS(63450)

क्र.सं./S.No	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
6	BoQ View	Annexure-2	GALVANIZED STEEL STRUCTURE GALVANIZING AS PER SPECN IS: 2629/2633/4759 MIN COATING 610 GM/SQ MTRS(63450)
7	Corp. Standard View	AA10108-09	GALVANIZED STEEL STRUCTURE GALVANIZING AS PER SPECN IS: 2629/2633/4759 MIN COATING 610 GM/SQ MTRS(63450)
8	Corp. Standard View	AA10119-15	GALVANIZED STEEL STRUCTURE GALVANIZING AS PER SPECN IS: 2629/2633/4759 MIN COATING 610 GM/SQ MTRS(63450)

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

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 %.

2. Scope of Supply

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

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SI. No.	BHEL REQUIREMENTS
1.1	<p><u>Material Specification, Size and Quantity:</u></p> <p>Supply shall be made strictly as per technical specifications mentioned in the tender enquiry. Offer submitted by bidder should be complete in all respect.</p> <p>REQUIRED ITEM:</p> <p>Item. (BHEL Material Code: RU1023701073)</p> <p>Material Description: GALVANIZED STEEL STRUCTURE GALVANIZING AS PER SPECN IS:2629/2633/4759 MIN COATING 610 GM/SQ MTRS AS PER ANNEXURE-1</p> <p>Quantity: 63450 Kgs.</p>

1.2	<p>Technical Specifications of G.I. Structure items shall be as per Annexure-I (BHEL Product Standard) and BHEL Corporate Standard- AA10119, AA10108. Quality Assurance Plan (QAP) and structure drawings included with the tender documents is for reference.</p> <p>The bidder/vendor must source all the steel raw material (ISMC, Plates, ISA and ISMB) from SAIL, IISCO, TISCO, RINL only, for which no deviation/changes shall be acceptable.</p> <p>Fabrication and Galvanization to be done by vendors approved by THDC Ltd. For this, bidder shall submit their credentials along with duly filled and signed & stamped vendor approval form sub-vendor questionnaire. (Format attached in tender enquiry)</p> <p>Hot Dip galvanized support structure to be supplied as per details indicated in drawing 31951 510900 Rev.00 (04 Sheets) and drawing 32951510901 Rev.00 (02 Sheets).</p> <p>Quantity shall be as per attached list- Annexure-1 and Annexure-2.</p> <p>Materials shall be dispatched directly to THDC Vishnugad Pipalkoti, Uttarakhand Site</p>
1.3	<p>Vendor approval:</p> <p>PO placement shall only be done to the customer approved vendors which is essential part of the contract. For the purpose of customer approval, BHEL has asked for credentials in requisite format along with supporting documents from bidders whose techno commercial bids have been accepted. It is the responsibility of the bidder to extend all cooperation in vendor registration including but not limited to submission of required credential documents & works/factory visit by BHEL/End customer.</p>
1.4	<p>Pre-Dispatch Inspection:</p> <p>Pre-dispatch Inspection shall be carried out by BHEL/BHEL authorized TPIA (Third Party Inspection Agency)/BHEL customer. Supplier shall intimate (raise inspection call on BHEL CQIR Portal https://cqir.bhel.in/) BHEL about material readiness well in advance (at least 07 days before) for enabling BHEL to conduct pre-dispatch inspection. Material shall be dispatched only after written dispatch clearance from BHEL. However, material shall be accepted after final inspection by BHEL at BHEL Rudrapur/BHEL site and availability of all relevant documents like GST Invoice, Material Test Certificate, Packing list, warranty certificate etc.</p>
1.5	<p>Test Certificate: Material test Certificate as per relevant standard shall be submitted for chemical composition, mechanical properties and Galvanizing.</p>

1.6	<p><u>Guarantee/ Warranty:</u> Goods shall comply with the specifications for material, workmanship and performance. The warranty shall be for a period of 18 months from the date of supply or commissioning whichever is earlier. A warranty/guarantee certificate shall be sent along with each lot (consignment) of goods.</p> <p>If the material/ goods are found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may act as appropriate, including Repair / Replenish of rejected goods & disposal of rejections, at the risk & cost of the Seller.</p> <p>The rejected material shall be sent back only after receipt of replacement. In case of rejection of material after receipt at BHEL/site, seller is required to take back the rejected material at their cost within 45 days from the date of rejection memo / note. If seller fails to take back the rejected material from BHEL/site within 90 days from the date of rejection memo / note. BHEL reserves the right to dispose of the rejected material at the risk & cost of the seller and no further claim for the rejected material will be entertained.</p>
1.7	<p><u>Weight Variation Clause:</u></p> <p>Actual Weight variation maximum up to ±5% shall be allowed as per IS:1852. Weight criteria is just for payment purpose; however, supplier has to ensure the PO completeness i.e. each item is physically delivered at destination in number as per PO. (ref. Sl.no.13 of annexure-I for detailed weight variation clause)</p>
1.8	<p><u>Bid currency:</u></p> <p>Bid currency shall be INR. Hence, all rates shall be quoted in INR.</p>

1.9

Payment Term:

- i) **Micro & Small Enterprises (MSEs)** - 100% payment through EFT within 45 days after the receipt, subject to acceptance of material. ·
- ii) **Medium Enterprises**- 100% payment through EFT within 60 days after the receipt, subject to acceptance of material. ·
- iii) **Non-MSME** - 100% payment through EFT within 90 days after the receipt, subject to acceptance of material.

Vendor shall submit documents in support of their MSE claim along with the bid. Respective bank charges to respective accounts. MSME vendors may opt for payment through TReDS (Trade Receivables Discounting System). For details please visit www.rxil.in

No overdue interest shall be payable by BHEL.

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 commercial offer.

Type under MS E	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.

2.1	<p>Bill submission & Invoicing:</p> <p>Supplier should ensure timely submission of invoice and all relevant documents for processing the payment. Any undue delay on account of bill submission/ incomplete documents shall be to suppliers account. Two sets of following documents shall be sent with the material for delivery at Rudrapur.</p> <ol style="list-style-type: none"> 1) GST Invoice (Physically original or digitally signed copy) 2) Packing list 3) GR Original (with site receipt confirmation where material is being sent to project site). 4) Copy of waybill 5) Guarantee/ warranty certificate (Original) 6) Test certificate 7) Copy of Dispatch Clearance by BHEL 8) Weighbridge slip in support of claimed weight <p>In case of delivery of material directly at site, the supplier shall immediately (same day) submit above documents to BHEL through mail. Hard copy shall be subsequently submitted to BHEL for payment.</p>
2.2	<p>Price: Price shall be Firm basis. PVC not applicable.</p>
2.3	<p>Note: - Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-Rudrapur due to fault / non-compliance by the vendor will be to the vendor's account. All vendors are required to provide PAN details, GSTIN Number.</p>
2.4	<p>Transit Insurance: Supplier must insure the material for risks during transportation at their cost and is not payable by BHEL.</p>
2.5	<p>Payment shall be released on the basis of Actual weight basis (billed by supplier or received at Project Site whichever is lower), within the tolerance limit of PO Weight. Supplier claimed weight to be supported by proper weighbridge slip.</p>

2.6	<p><u>Delivery Period for Supply:</u></p> <p>Delivery time shall be within 2 months from the date of placing Purchase order or within 02 weeks from dispatch clearance by BHEL provided vendor raises inspection call to BHEL within delivery time for timely inspection (within 2 months from PO). Vendor shall get all technical clarifications/drawing revisions from BHEL within first two (02) weeks from PO date. Delay arising out of any query raised after 02 weeks' time shall be to the vendor's account.</p> <p>In case of urgency of structure items based on our end customer requirement/site urgency, BHEL may ask for early delivery.</p> <p>Delivery in case of rejection: In case the material is rejected, then date of replacement will be considered as the actual date of delivery.</p> <p>Materials shall be dispatched directly to THDC Vishnugad Pipalkoti, Uttarakhand Site</p>
2.7	<p><u>Delivery Terms:</u></p> <p>Delivery term shall be FOR destination basis THDC Vishnugad Pipalkoti, Uttarakhand Site. Bidders shall quote rate inclusive of GST and freight & insurance charges etc.</p>
2.8	<p>BHEL may negotiate with L-1 bidder or re-float the tender in case received L-1 rate is not found reasonable or acceptable to BHEL inter-alia other reasons.</p>
2.9	<p>Any documents required due to BHEL/Govt. guidelines like Income tax clearance, registration documents of company, copy of PAN Card of company, Authorization letter etc. must be furnished by Bidder.</p>
3.1	<p><i>Breach of contract, Remedies and Termination:</i></p> <p><i>In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed.</i></p> <p><i>In case the value of the security instruments like PBG/Security Deposits etc. available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued.</i></p> <p><i>The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</i></p> <p><i>Grievance Redressal Mechanism:</i></p>

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:

1. *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.*
2. *Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVID HA Portal: <https://suvidha.bhel.in/suvidha/>. Responses will be provided in accordance with the defined escalation matrix ."*

Consequential Loss -ATC:

"Neither party shall be liable to the other for any indirect or consequential loss 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."

Regarding MSE category:

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 MS E category.

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 a

s 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.

3.7 For any other clarifications etc., Supplier may contact BHEL at following Address:

Bharat Heavy Electricals Ltd
Component Fabrication Plant
Materials Management Department
Kiccha By-Pass Road, Rudrapur - 263153 (Uttarakhand)

Sandeep Singh Budiya / Manish Pant

Manager-MM / Dy.GM-MM

sbudiya@bhel.in / mpant@bhel.in

(05944) 257 220 / 257 288

9900058934 / 9410395210

Supplier must indicate Tender/NIT reference on all communications.

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 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---