

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	12-02-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	12-02-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम/Department Name	Department Of Heavy Industry
संगठन का नाम/Organisation Name	Bharat Heavy Electricals Limited (bhel)
कार्यालय का नाम/Office Name	Boiler Auxiliaries Plant Ranipet
कुल मात्रा/Total Quantity	120
वस्तु श्रेणी /Item Category	Local Control Box
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Local Control Box
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Tissue box, Power Generator - DG Set (up to 900 KVA), Resistance Box, Box Strapping Machine, Box Spanner, magnetic stirrers, Control Transformer, HIT BOX (MHA), Sanitary Napkins Incineterator Machine with Smoke Control Unit, Lunch Box (V3)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Junction Box for Lighting
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	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Compliance of BoQ specification and supporting document *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

बिड विवरण/Bid Details

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

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

एमआईआई खरीद वरीयता / MII Purchase Preference

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

एमएसई खरीद वरीयता/MSE Purchase Preference

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

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

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

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

3. 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.

4. 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

Local Control Box (120 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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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	Regis Regon S	632406,INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET	120	300

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**

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.

3. **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.

4. **Scope of Supply**

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

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

BUYER ADDED BID SPECIFIC TERMS

Description of the Product to be Procured:

LOCAL CONTROL BOX (JUNCTION BOX) FOR PANEL TYPE HOPPER HEATER AS PER TECHNICAL SPECIFICATION TEP:NTPC:JB:006:REV 02 AND DRAWING 1-00-114-29397/REV00

Destination:

NTPC SIPAT ST-III 1x800 MW, Construction Manager, BHEL Site Office, Bilaspur, Chhattisgarh, India, 495535.

A. Bidder should submit the required documents in support of PQR criteria. PQR qualified offers will be considered for technical evaluation and further price bid opening subject to approval by BHEL's customer . Hence, bidders who are not approved by NTPC, shall submit their credentials through GEM PORTAL for further review / approval by NTPC.

B. Drawing/Specifications: Bidder shall submit the applicable drawings / datasheet etc as per the attached BHEL specification along with Technical Offer.

C. Quality Requirement: Bidder should accept attached quality requirements, painting schedule and confirm by submitting the sealed & signed copy. Filled Annexure-Q shall also be sent along with Technical offer after sign & seal.

D. Bid Price: The Bidder has to quote the Landed Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document.

E. Certificates: Bidder should submit the Certificates (i.e. TC, GC, MTC, MCC, CC etc.) as per the attached specification in case order is issued.

F. Guarantee Certificate: Guarantee Certificate shall be Twelve months from the date of commissioning / putting into use (or) Eighteen months from the dispatch whichever is earlier.

G. Payment Terms: i) For Non-MSE: 100% payment shall be released within 90 days from the date of acknowledged receipt & acceptance of material at Site/BHEL Stores and submission of billing documents. ii) For MSE: 100% payment shall be released within 45 days from the date of acknowledged receipt & acceptance of material at Site/BHEL Stores and submission of billing documents. iii) For Medium Enterprises: 100% payment shall be released within 60 days from the date of acknowledged receipt & acceptance of material at Site/BHEL Stores and submission of billing documents.

- No interest shall be payable on the security deposit or any other money due to the Contractor/Supplier.
- Payment date shall not be based on the date of invoice. Hence, it is advised that bills are to be sent to BHEL/MM/Purchase - Dealing staff immediately (after dispatch) with complete required documents for processing bills. Seniority of payment shall be based on the date of clearing of bills by BHEL after scrutinising documents like Invoice, LR (original), BG, packing list, Guarantee Certificate, etc as called for in the BHEL Purchase Order and other documents as per law of land.

Note: 45/60 days payment terms mentioned above in (ii) & (iii) is only for bidders who are not mentioned as Trading at Major activity in Udyam Certificate.

H. Pre-dispatch inspection at Seller premises: Before dispatch, the goods will be inspected by BHEL / or their Authorized Inspection Agency (QUEST/TUV-SUD) jointly with Customer at Seller premises (or at designated place for inspection as declared/communicated by the seller) for their compliance to the contract specifications. Travel & other local stay cost for the Inspectors sent by BHEL will be to BHEL account, but other Inspection Charges, if any shall be to the account of the Seller only. For in-house testing, the Sellers will provide necessary facilities at free of cost. Seller shall notify the Buyer by 7 days in advance through email about readiness of goods for pre-dispatch inspection and also Seller shall register/raise the Inspection call through BHEL CQIR portal (<https://cqir.bhel.in/>) for arranging the inspection by BHEL. Buyer/BHEL will notify the Seller about the Authorized Representative / Nominated External Inspection Agency and the date for testing.

The goods would be dispatched to consignee only after pre-dispatch clearance. No material shall be dispatched by supplier unless and until Material Dispatch Clearance Certificate (MDCC)/Dispatch Clearance issued by BHEL Site/BHEL. In case any material is dispatched without MDCC/Clearance and any loss is incurred by Supplier/Vendor for any reason whatsoever, BHEL shall not be responsible in any manner to compensate the supplier in this regard. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer / Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of e-mail offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularized without Liquidated Damages.

I. Document submission timeline: GA drawing and data sheet for required item shall be submitted for BHEL approval within 30 days from the date of PO. BHEL will approve or provide comment within 15 days of first submission & for re-submitted drgs/docs within 7 days.

Vendor to resubmit the revised drg/data sheet as per BHEL comments within 7 days from the date of receipt.

J. Confidentiality Notice: All documents such as specifications, terms and conditions and all correspondence sent to a Seller by BHEL on a tender / order are to be treated as the confidential document of BHEL. All such tender / order-related documents issued by BHEL are to be treated with the same level of confidentiality that the receiver would bestow on their confidential documents. It is to be understood that downloading the documents from the web constitutes the acceptance of this confidentiality clause of BHEL.

This provision does not apply to documents freely and is already in the public domain.

In their own interest, if any Seller finds or becomes aware of any internal communication of BHEL, in the public domain, it shall be the responsibility of such Seller to bring it to the notice of BHEL for clarification / immediate and appropriate action by BHEL. Any action or attempts taken by a Seller in leveraging such information shall be deemed as an unethical act and shall attract such extant provisions of BHEL's procurement policies.

K. Material Rejection and Returns: If the supplied materials are rejected at our stores, it shall be the responsibility of the supplier to collect the rejected goods from our stores, at their cost and risk, within a reasonable period of 30 days from the date of intimation of the rejection.

The loading of the rejected goods at BHEL stores onto the vehicles placed by the supplier will be done by BHEL and such loading charges incurred along with the unloading charges incurred by BHEL for the unloading of the rejected goods will be to the account of the supplier. The unloading and loading charges incurred by BHEL will be raised on the supplier and the same shall be deducted from any of the pending bills of the supplier. In case there are no pending bills, then such amount incurred will be recovered from payments due for replacement goods to be supplied by the supplier. Or alternatively, such amounts shall be recovered from the payments due to the supplier, if any, for materials supplied to other BHEL Unit(s).

If the supplier fails to lift the materials within the stipulated period of 30 days, either the goods will be booked on a freight-to-pay basis to the supplier through any one of the contracted carriers of BHEL and the documents shall be negotiated through bank, or BHEL shall dispose-off the rejected materials on their own. The costs incurred for such disposal shall be to the account of the supplier. Where the goods are disposed-off, by BHEL, the supplier shall have no claim on whatsoever proceeds that BHEL may get out of such action.

L. Set Off clause: In the event any quantities are pending to be supplied against any purchase order by

a seller, subject to the terms and conditions of the order, BHEL reserves the right to account the quantities of the same item supplied in a later order, by the Seller, against the unfulfilled previous order.

M. Integrity Pact (IP): Not Applicable

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

Sl. No.	IEM	Email
1.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
2.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are as per Clause no. 21 below.

N. Order of Precedence:

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.
- b. Buyer Added Bid Specific ATC
- c. GeM Bid / Technical Conditions of Contract (TCC) / GeM GTC

O. Acceptance to the Enquiry Conditions:

Submission of an offer against our tender Enquiry, shall constitute the unconditional acceptance of all terms and conditions set forth in the Enquiry sheet, by the bidder, including the applicable general terms and conditions, special terms and conditions, specifications, technical delivery conditions, and all other documents forming part of the tender Enquiry, unless the bidder has indicated a specific deviation. Any such deviation must be clearly stated and duly signed and sealed by the bidder.

Any deviations from the stated terms and conditions must be clearly marked on the relevant pages of the tender documents and consolidated separately in the Deviation Statement Proforma provided as part of the tender documentation. Only such deviations expressly detailed in the deviation sheet will be considered, regardless of any deviations marked elsewhere on the tender Enquiry documents, by the bidder. Any request for acceptance of deviations indicated in the tender documents but not incorporated by the bidder in the deviation sheet shall be deemed inapplicable and will not be entertained by BHEL at any stage.

All the pages of the tender Enquiry documents must be signed by the bidder as a token of unconditional acceptance of the terms and conditions stipulated therein. Failure to sign all pages of the tender Enquiry documents or to adequately address and consolidate any deviations as required shall be deemed a material infirmity. In such cases, BHEL reserves the right to reject such offers as invalid.

P. Performance Security (PS) is NOT APPLICABLE. to be furnished by successful bidders within 14 (fourteen) days after award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the seller, including warranty obligations. The total amount of Performance Security shall be five percent (5%) of the contract value and shall be furnished in any of the following forms.

Modes of deposit of Performance Security (PS) The Performance Security shall be accepted only in the following forms:

- (i) Local cheques of Scheduled Banks (subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer in favour of BHEL.
- (ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- (iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- (iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- (v) Insurance Surety Bond.

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

Forfeiture of Performance Security (PS): In the event of breach of contract by the supplier, the Performance Security will be forfeited and credited to BHEL's account by BHEL.

Return of Performance Security (PS): PS shall be refunded to the supplier without interest, after the supplier duly performs and completes the contract in all respects including obligations against the warranty under the contract.

Note: The Performance Security shall not carry any interest.

BANK DETAILS FOR EMD & PERFORMANCE SECURITY SUBMISSION, if applicable

For Electronic Fund Transfer the details are as below:

- a) Name of the Beneficiary: Bharat Heavy Electricals Limited
- b) Bank Particulars (Details of Respective executing region):
 - Name of the Company - BHARAT HEAVY ELECTRICALS LTD.
 - Address of the company - RANIPET-632406, TAMILNADU.
 - Name of the bank - STATE BANK OF INDIA
 - Bank branch - MUKUNDARAYA PURAM BRANCH, City - RANIPET.
 - Branch code - SBIN0007013
 - Account Number - 10664849171. Account type - CASH CREDIT (CC). IFSC code - SBIN0007013
 - MICR code - 632002003.

NOTE:

1.. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor or in the execution of any contract to any BHEL project / Unit.

2.. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

IP & BG if applicable

N. Integrity Pact (IP): NOT Applicable IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Supplier/Vendor are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl. No.	IEM	Email
1.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
2.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- d) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with the techno-commercial bid (Part-I, in case of two/ three-part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- e) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are as per Clause no. 21 below.

NOTE:

1.. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor or in the execution of any contract to any BHEL project / Unit.

2.. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

6. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for

[attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)

9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

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

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

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

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

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

---धन्यवाद/Thank You---