बिड संख्या/Bid Number: GEM/2026/B/8197990

दिनांक /Dated: 30-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	09-11-2026 09:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	10-11-2026 09:00:00
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	10110009-heep, Haridwar
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :pupadhyay@bhel.in Buyer Email id: brajeshk@bhel.in
कुल मात्रा/Total Quantity	850
वस्तु श्रेणी /Item Category	Copper alloy Taps/Stop Valves (V2) Conforming to IS 8931 (Q3)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
बिड 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	2
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

बिड विवरण/Bid Details	
प्राथमिक उत्पाद श्रेणी/Primary product category	Copper alloy Taps/Stop Valves (V2) Conforming to IS 8931
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	Item wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

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. **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.
2. 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.

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

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

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

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

मूल्यांकन अनुसूचियां / **Evaluation Schedules**	वस्तु/श्रेणी / **Item/Category**	मात्रा / **Quantity**
Schedule 1	Copper Alloy Taps/stop Valves (v2) Conforming To Is 8931	200
Schedule 2	Copper Alloy Taps/stop Valves (v2) Conforming To Is 8931	200
Schedule 3	Copper Alloy Taps/stop Valves (v2) Conforming To Is 8931	250

Schedule 4	Copper Alloy Taps/stop Valves (v2) Conforming To Is 8931	200

Copper Alloy Taps/Stop Valves (V2) Conforming To IS 8931 (200 pieces)

Bis Required	Yes

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Specification	**Governing Specification**	Conforming to IS 8931
Type	**Item**	Type 1 Bib tap
	Dimension	As per table 4 of the governing specification
	Nominal Size of bore of pipe to which taps and valves are fitted(in mm)	15
Material	**Material of body, body components, nozzle , bonnet and back nuts**	Cast brass
	Material of inlet tubes	Brass tubes
	Material of flanges	Cast brass
	Material of diverter and diverter components	NA
	Material of spindle, glands, washer plate, nuts, screw and pin	Extruded brass rods
	Material of circlip, wire locks	Phosphor bronze sheet
	Material of 'O' ring , gasket, and seat washer	Synthetic rubber, Neoprene rubber, Acrylonitrille butadiene rubber (ABR), Synthetic butadiene rubber (SBR)
	Material of Knob and knob components	Cast brass
Generic	**Aerating device fitted with tap**	Yes, No
	Flow straightening device fitted with tap	Yes
Warranty	**Warranty (in months)**	6, 12, 24, 36

Additional Specification Parameters - Copper Alloy Taps/Stop Valves (V2) Conforming To IS 8931 (

200 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
TAP shall be nickel chrome plate	Yes
Thickness of Ni-Cr Coating	Not less than service condition number 2 of table 3 of IS 1068 /1993
Gruarantee Certificate	GUARANTEE CERTIFICATE REQUIRED FOR ONE YEAR FROM DATE OF DELIVERY

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

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	200	120

Copper Alloy Taps/Stop Valves (V2) Conforming To IS 8931 (200 pieces)

Bis Required	Yes

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Specification	**Governing Specification**	Conforming to IS 8931
Type	**Item**	Type 1 Bib tap
	Dimension	As per table 4 of the governing specification
	Nominal Size of bore of pipe to which taps and valves are fitted(in mm)	15
Material	**Material of body, body components, nozzle , bonnet and back nuts**	Cast brass
	Material of inlet tubes	Brass tubes
	Material of flanges	Cast brass
	Material of diverter and diverter components	NA
	Material of spindle, glands, washer plate, nuts, screw and pin	Extruded brass rods

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Material of circlip, wire locks	Phosphor bronze sheet
	Material of 'O' ring , gasket, and seat washer	Synthetic rubber, Neoprene rubber, Acrylonitrille butadiene rubber (ABR), Synthetic butadiene rubber (SBR)
	Material of Knob and knob components	Cast brass
Generic	**Aerating device fitted with tap**	Yes, No
	Flow straightening device fitted with tap	Yes
Warranty	**Warranty (in months)**	6, 12, 24, 36

Additional Specification Parameters - Copper Alloy Taps/Stop Valves (V2) Conforming To IS 8931 (200 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
TAP shall be nickel chrome plate	Yes
Thickness of Ni-Cr Coating -	Not less than service condition number 2 of table 3 of IS 1068 /1993
GUARANTEE CERTIFICATE	GUARANTEE CERTIFICATE REQUIRED FOR ONE YEAR FROM DATE OF DELIVERY
NON- RISING SPINDLE TYPE FANCY SINGLE BIB TAP LONG BODY	CHROMIUM PLATED COPPER ALLOY NON- RISING SPINDLE TYPE FANCY SINGLE BIB TAP LONG BODY, ISI MARKED TO IS:8931 OF LATEST

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

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	200	120

Copper Alloy Taps/Stop Valves (V2) Conforming To IS 8931 (250 pieces)

Bis Required	Yes

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Specification	**Governing Specification**	Conforming to IS 8931
Type	**Item**	Pillar tap
	Dimension	As per table 3 of the governing specification
	Nominal Size of bore of pipe to which taps and valves are fitted(in mm)	15
Material	**Material of body, body components, nozzle , bonnet and back nuts**	Cast brass
	Material of inlet tubes	Copper tubes
	Material of flanges	Cast brass
	Material of diverter and diverter components	NA
	Material of spindle, glands, washer plate, nuts, screw and pin	Forged brass
	Material of circlip, wire locks	Phosphor bronze sheet, Phosphor bronze wire, Stainless steel
	Material of 'O' ring , gasket, and seat washer	Synthetic rubber, Neoprene rubber, Acrylonitrille butadiene rubber (ABR), Synthetic butadiene rubber (SBR)
	Material of Knob and knob components	Zinc base alloys
Generic	**Aerating device fitted with tap**	Yes, No
	Flow straightening device fitted with tap	Yes
Warranty	**Warranty (in months)**	6, 12, 24, 36

Additional Specification Parameters - Copper Alloy Taps/Stop Valves (V2) Conforming To IS 8931 (250 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
TAP shall be nickel chrome plate	Yes
Thickness of Ni-Cr Coating -	Not less than service condition number 2 of table 3 of IS 1068 /1993

Specification Parameter Name	Bid Requirement (Allowed Values)
GUARANTEE CERTIFICATE	GUARANTEE CERTIFICATE REQUIRED FOR ONE YEAR FROM DATE OF DELIVERY

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

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	250	120

Copper Alloy Taps/Stop Valves (V2) Conforming To IS 8931 (200 pieces)

Bis Required	Yes

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Specification	**Governing Specification**	Conforming to IS 8931
Type	**Item**	Angle stop valve
	Dimension	As per table 5 of the governing specification
	Nominal Size of bore of pipe to which taps and valves are fitted(in mm)	15
Material	**Material of body, body components, nozzle , bonnet and back nuts**	Cast brass
	Material of inlet tubes	Brass tubes
	Material of flanges	Cast brass
	Material of diverter and diverter components	NA
	Material of spindle, glands, washer plate, nuts, screw and pin	Extruded brass rods
	Material of circlip, wire locks	Phosphor bronze sheet
	Material of 'O' ring , gasket, and seat washer	Synthetic rubber

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Material of Knob and knob components	Cast brass
Generic	**Aerating device fitted with tap**	Yes, No
	Flow straightening device fitted with tap	Yes
Warranty	**Warranty (in months)**	6, 12, 24, 36

Additional Specification Parameters - Copper Alloy Taps/Stop Valves (V2) Conforming To IS 8931 (200 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
TAP shall be nickel chrome plate	Yes
Thickness of Ni-Cr Coating -	Not less than service condition number 2 of table 3 of IS 1068 /1993
GUARANTEE CERTIFICATE	GUARANTEE CERTIFICATE REQUIRED FOR ONE YEAR FROM DATE OF DELIVERY

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

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	200	120

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 (Increased quantity ÷ Original quantity) × 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. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Material required as technical specification below and as per golder parameter mentioned :-

SCHEDULE 1

BHEL MAT CODE - TCXW01004107

CHROMIUM PLATED COPPER ALLOY

NON-RISING SPINDLE TYPE FANCY

SINGLE BIB TAP, ISI MARKED TO

IS:8931 OF LATEST RIVISION.

SIZE: 15 MM

DIM.: 15 MM

SCHEDULE 2

BHEL MAT CODE - TCXW01004093

CHROMIUM PLATED COPPER ALLOY

NON- RISING SPINDLE TYPE FANCY

SINGLE BIB TAP LONG BODY, ISI

MARKED TO IS:8931 OF LATEST

RIVISION.

SIZE: 15MM

DIM.: 15MM

SCHEDULE 3

BHEL MAT CODE - TCXW01002171

CHROMIUM PLATED COPPER ALLOY

SINGLE PILLAR TAP , ISI MARKED

TO IS:8931 OF LATEST REVISION

SIZE: 15 MM

SCHEDULE 4

BHEL MAT CODE - TCXW01002643

CHROMIUM PLATED COPPER ALLOY

ANGLE STOP VALVE OF 15 MM

NOMINAL BORE, ISI MARKED

TO IS:8931(1993)

** GUARANTEE CERTIFICATE REQUIRED FOR ONE YEAR FROM DATE OF DELIVERY.

** QUANTITY TOLERANCE -5% IS ACCEPTABLE.

** EARLY DELIVERY IS ALSO ACCEPTABLE.

** BRAND/MAKE OF ALL THE MATERIAL SHOULD BE MENTIONED IN THE OFFER..

** ALL THE ITEM MUST BE ISI MARKED AS PER LATEST ISI

** CML NO MUST BE MENTIONED IN THE OFFER.

** A NON RETURNABLE SAMPLE FOR ALL THE ITEMS PROVIDED WITHIN 15 DAYS OF PO PLACED AND THE C COMMENT SHALL BE GIVEN WITHIN 10 DAYS FROM DATE OF RECEIVED SAMPLE.

TOTAL TIME TAKEN IN SAMPLE SUBMISSION, SAMPLE APPROVAL AND DELIVERY WILL BE WITHIN 120 DAYS FROM PO DATE.

VENDOR TO BE SUBMIT REVISED SAMPLE IF REQUIRED IN 8 DAYS FROM DATE OF COMMENT ON FRIST SAM PLE & THE COMMENT WILL BE GIVEN WITHIN 7 DAYS FROM DATE OF RECEIVED

** It is to be noted by bidders that the “Bids received from s ame IP Address shall be outrightly rejected and shall not be considered for further evaluation.”

** "In respect of procurement of goods or services from Micro, Small and Medium enterprises (MSMEs), the settlement of invoice shall be only through any of the TReDS platform ((i.e RXIL, Mlxchange, Invoicemart, KReDX, C2FO), authorised by the Reserve Bank of India. Such MSME suppliers to select their preferred TReDS platform before award of contract so that the data is captured in the Order [Contract database of t he Unit. They also will have the option to change the TReDS platform from the drop down menu on Suvidh a portal of BHEL, at the time of invoice submission.

Wherever the Trade Receivable is accepted by BHEL, the same shall be validated by the Unit on the respe ctive TReDS platform selected by the supplier.

The routing of invoices through the TReDS platform shall not be construed as mandating discounting of su ch invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of it s receivables on the TReDS platform.

In case discounting is not availed by the supplier on TReDS, the trade receivables will be paid through TRe DS as per the payment timelines indicated in the contract."

PRICE BASIS:-

Price in INR should be quoted for F.O.R. DESTINATION delivery to CENTRAL PLANT STORE HEEP, BHEL, HARIDWAR, 249403 inclusive of all taxes and du ties.

GSTIN : 05AAACB4146P1ZL

SCOPE OF SUPPLY:-

Supply of items to CENTRAL STORE HEEP, BHEL, HARIDWAR on F. O.R. Destination Basis.

BHEL PAYMENT TERM:-

a). Payment shall be made within 45 days for micro & small enterprises (MSEs), 60 d ays for medium enterprises and 90 days for non MSEM from appointed day:

Appointed day means:

1. The day of delivery of material at BHEL store subject to submission of non-dis crepant documents by vendor as per purchase order.

2. The date on which any objection is removed by supplier **.**

However, GST amount shall be reimbursed in line with compliance to Cl. No. 4 (Taxes & Duties)

** Please submit digitally signed invoice for payment. “Suppliers/C ontractors m ay track payment status of their invoices using BHEL Unified Supplier Payment (USP) Portal –https://uspp.bhel.in

****“ 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/, prior to despatch. All documents as per PO checklist , along with additional documents (if any), must be uploaded on the portal. It is m andatory that tax invoices with a net amount (including taxes) exceeding R s five lakhs uploaded on the portal are digitally signed using a Class 3 Digit al Signature Certificate (DSC) issued by a licensed Certifying Authority. Sub mission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and up to Rs five lakhs , in case they wer e not digitally signed and uploaded on the portal.*

The material will not be accepted inside BHEL in absence of the above.”

****“ 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 ar

ising during the tendering process or in subsequent business dealings with the company.

Suppliers/Contractors are requested to follow the below escalation process for g rievance resolution:

1. ***First Level**: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting T ender (NIT)/Contract.*
2. ***Second Level**: If the issue remains unresolved, it may be escalated by lod ging a formal grievance through the SUVIDHA Portal: https://suvidha.bhel.in/suvidha/. Responses will be provided in accordance with the defined escalation matrix."*

Conflict of Interest among Bidders / Agents :-

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

i) If its personnel have a close personal, financial, or bu siness relationship with any personnel of BHEL who are directly or indirectly related to the procurement or exe cution process of the contract, which can affect the de cision of BHEL directly or indirectly;

ii) The bidder (or his allied firm) provided services fo r the need assessment/ procurement planning of th e Tender process in which it is participating;

iii) Procurement of goods directly from the manufacture rs/ suppliers shall be preferred. However, if the OEM/ P rincipal insists on engaging the services of an agent, s uch agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreo ver, either the agent could bid on behalf of the manuf acturer/ supplier or the manufacturer/ supplier could b id directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid rec eived from the agent shall be ignored. However, this s hall not debar more than one Authorised distributor (w ith/ or without the OEM) from quoting equipment man ufactured by an Original Equipment Manufacturer (OE M) in procurements under a Proprietary Article Certific ate.

iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bi dder (including the participation of a Bidder as a pa rtner/ JV member or sub-contractor in another bid o r vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. Ho wever, this does not limit the participation of an en

tity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

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

BREACH OF CONTRACT, REMEDIES AND TERMINATION:

The following shall amount to breach of contract:

I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.

II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.

III. The Supplier/Vendor delivers equipment/ material not of the contracted quality.

IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.

V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.

VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL’s written permission resulting in termination of Contract or part thereof by BHEL.

VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.

VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.

IX. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.

X. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

Note-Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL sh all notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to r ectify the reasons causing the breach of contract within a period of 14 days.

In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, B HEL shall have the right to take recourse to any of the remedial actions available to it under the relevant p rovisions of contract.

14.2 Remedies in case of Breach of Contract.

i) Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Brea ch of Contract" without any further notice to contractor.

ii) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Cont ract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amou nt shall be recovered by way of encashing the security instruments like performance bank guarantee etc a vailable with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. wi th BHEL) or the other legal remedies shall be pursued.

iii) wherever the value of security instruments like performance bank guarantee available with BHEL again st the said contract is 10% of the contract value or more, such security instruments to the extent of 10% c ontract value will be encashed. In case no security instruments are available or the value of the security in struments available is less than 10% of the contract value, the 10% of the contract value or the balance a mount, as the case may be, will be recovered in all or any of the following manners:

iv) In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverab le then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.

v) If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:

a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.

b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vend or under any contract with other Units of BHEL including recovery from security deposits or any other depo sit available in the form of security instruments of any kind against Security deposit or EMD.

vi) In-case recoveries are not possible with any of the above available options, Legal action shall be initiate d for recovery against defaulted supplier/Vendor.

vii) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHE L would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimatio n of damages.

viii) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-

closure, etc., shall be applied as per provisions of the contract.

Note:

1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floate d by BHEL to complete the balance work. The defaulting contractor shall mean and include:

(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned b y same Sole Proprietor.

(b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor

Action against Bidders / vendor / supplier / contractor in ca se of default:-

In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasona ble cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or a ny other misconduct or formation of cartels so as to influence the bidding process or influence the price et c.

Suspension of Business Dealings could be in the form of “Hold” or “Banning” a supplier/ contractor or a bid der and shall be as per “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” availa ble at BHEL’s website “https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractor s”.

** Please provide signed and stamped copy of attached "Bid Requirement / Allowed Values" sheet which will be consider ed as vendor’s unconditional acceptance to BHEL’s T&Cs. in cluding GeM bid document, Buyer Specific ATC document, s pecification, attachments etc. Also, vendor undertakes to s ubmit the documents as per bid requirement as and when r equired.

1) Please ensure to provide/upload the following document s and take a note of following while submitting your offer:

I. As per GEM GTC 4.0 “The participation by the Seller in e-bidding shall be construed as his / her acceptance for all the Terms and Co nditions as outlined in the e-bidding including GTC, STC and ATC.” Evaluation of the bidder’s offer will also be done in consideration of this clause.

II. Signed and stamped copy of complete “Bid Document” as accep tance of all the conditions of our bid document.

III. Copy of PAN Card & Copy of GSTIN.

IV. The tender (GeM bid document) will also be hoisted / notified on the website of BHEL-Haridwar and BHEL website for wide publicity and maximizing the participation. However, corrigendum if any, wil l be done only on GeM portal.

“Environmental compliance for transportation vehicles – In case of award of contract a gainst this NIT, it is to be ensured by seller that all vehicles deployed for transportatio n of material to BHEL premises/ project sites comply with the applicable emission norm s prescribed by the Central/State Pollution Control Authorities and other statutory auth orities.

The vehicles shall possess a valid Pollution Under Control (PUC) Certificate throughout the period of transportation. BHEL reserves the right to verify the validity of the PUC c ertificate at the time of entry of the vehicle into the premises. Non-compliance may res ult in denial of entry of the vehicle and any consequential delay shall be to the seller's account.”

.

3. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

4. **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 %.

5. **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.

6. **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.

7. **Scope of Supply**

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

8. **Purchase Preference (Centre)**

   Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

9. **Inspection**

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

   NOT APLICABLE

   Post Receipt Inspection at consignee site before acceptance of stores:
   BHEL HEEP STORE

10. **Certificates**

    Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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---