बिड संख्या/Bid Number: GEM/2026/B/8229867
दिनांक /Dated: 02-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	12-11-2026 21:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-11-2026 21:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (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	Hep Bhopal
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :pk.jha@bhel.in Buyer Email id: adarshkc@bhel.in
कुल मात्रा/Total Quantity	24
वस्तु श्रेणी /Item Category	# 01-SET OF STATOR SOLE PLATE FIXING ITEMS (SHIMS, ANCHOR PLATES) AS PER ANNEXURE-A AND QAP-QA/HG/571 , # 02-SET OF BOTTOM BRACKET SOLE PLATE FIXING ITEMS (SHIMS, ANCHOR PLATES, JACKING POST)
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	BOTTOM BRACKET SOLE PLATE FIXING ITEMS (SHIMS,ANCHOR PLATE,JACKING POST)
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Mounting Plate (V2)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Stainless steel shim(NHPC)
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	Certificate (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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	5
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	# 01-SET OF STATOR SOLE PLATE FIXING ITEMS (SHIMS, ANCHOR PLATES) AS PER ANNEXURE-A AND QAP-QA/HG/571
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	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers availabele 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. 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.

2. **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.
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

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

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	# 01-set Of Stator Sole Plate Fixing Items (shims, Anchor Plates) As Per Annexure-a And Qap-qa/hg/571	12
Schedule 2	# 02-set Of Bottom Bracket Sole Plate Fixing Items (shims, Anchor Plates, Jacking Post)	12

01-SET OF STATOR SOLE PLATE FIXING ITEMS (SHIMS, ANCHOR PLATES) AS PER ANNEXURE-A AND QAP-QA/HG/571 (12 set)

(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

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध prarambh होने की तारीख से दिनों की संख्या में /(In number of days from contract start days)		
			मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
1	Saurabh Kumar Sinha	462022,BHARAT HEAVY ELECTRICAL LTD, PIPLANI	2	1	60
			2	2	90
			2	3	120
			2	4	150
			2	5	180
			2	6	210

 # 02-SET OF BOTTOM BRACKET SOLE PLATE FIXING ITEMS (SHIMS, ANCHOR PLATES, JACKING POST) (12 set)

(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

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध prarambh होने की तारीख से दिनों की संख्या में /(In number of days from contract start days)
1	Saurabh Kumar Sinha	462022,BHARAT HEAVY ELECTRICAL LTD, PIPLANI	मात्रा /Quantity: 2 / प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after: 1 / डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by: 60 मात्रा /Quantity: 2 / प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after: 2 / डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by: 90 मात्रा /Quantity: 2 / प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after: 3 / डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by: 120 मात्रा /Quantity: 2 / प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after: 4 / डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by: 150 मात्रा /Quantity: 2 / प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after: 5 / डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by: 180 मात्रा /Quantity: 2 / प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after: 6 / डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by: 210

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. **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.

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. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

5. **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):

AT YOUR WORKS BY BHEL/BHEL AUTHORISED THIRD PARTY

Post Receipt Inspection at consignee site before acceptance of stores:
AT BHEL BHOPAL

6. **Scope of Supply**

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

7. **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.

8. **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.

9. **Certificates**

   Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer’s Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

10. **Buyer Added Bid Specific ATC**

    Buyer Added text based ATC clauses

    (1) Quotations are invited in two part bid system through GeM.

    (2) Early delivery is desirable and acceptable.

    (3) Guarantee Certificate & Test Certificate to be send along with material.

    (4) BHEL standard penalty clause for late delivery shall be applicable

    (5) Item to be supplied as per drawing, Annexure - A, B and QAP-QA/HG/571 and suitably packed to avoid damage during transit.

    (6) Item to be supplied properly packed set wise only & identified each set separately and TRP/paint to be applied on each item as per remarks of annexure- A AND B.

    (7) In case of material not offered or material rejected during the inspection, payment to TPIA shall be mad e from the Supplier’s Bill.

    (8) Bidders to furnish completely filled documents (duly sealed & signed) as below along with offer for eval uation of bids:

    (a) Signed & stamped “TECHNO -COMMERCIAL BID” duly filled in all respect.
    (b) Certification regarding Local Content. Signed & stamped copy of “MII certificate” as per our standa rd format on your company/firm letter head.
    (c) Annexure to Techno-Commercial Bid (Conflict of interest among bidders /agents declaration).
    (d) Annexure- IX
    (e) Latest Udyam/MSE Certificate.
    (f) Other relevant documents as applicable.

    (9) BHEL general Terms and Conditions of Enquiry (form no. BP- 200102C) (available at B2B site of BHEL B hopal - https://bpl.bhel.com/mm/) will be part of this tender.

    (10) **Payment terms:**

TYPE OF BIDDER	100% PAYMENT (IN NUMBER OF DAYS) SHALL BE MADE AF TER RECEIPT & ACCEPTA NCE OF MATERIAL AT BHEL BHOP AL AGAINST SRV AS FOLLOWS -
MICRO & SMALL ENTERPRISES (MSEs)	45 DAYS
MEDIUM ENTERPRISES	60 DAYS

NON MSME & OTHERS	90 DAYS

(11) **Conflict of interest among bidders/ agents**

The bidder notes that a conflict of interest would said to have occurred in the tender process and executio n 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 w ho are directly or indirectly related to the procurement or execution process of the contract, which ca n 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 O EM/ principal insists on engaging the services of an agent, such agent shall not be allowed to represen t more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on b ehalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In ca se 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 pro curements under a proprietary article certificate.

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 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 h e 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 t hat such conflict of interest does not exist and undertakes that they will not enter into any illegal or u ndisclosed agreement or understanding, whether formal or informal with other bidder{s), in this regar d. 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 e xtant policies/ guidelines.

(12) **Breach of Contract**: The following shall amount to breach of contract:

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

The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons II. even b efore 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 cl ause.

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 BHEL9s 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 cont ract 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, financi al or otherwise.

X. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities o r 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 sha ll notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to re ctify 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.

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.

c. 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.

vi) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL 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.

vii) 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.

(13) Any amount on account of recovery from consigner/supplier under any condition shall be liable to be adjusted against any amount payable to the consigner/supplier against any running bills.

(14**) Instructions for document submission for payments** – 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 mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority.

Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and up to Rs five lakhs, in case they were not digitally signed and uploaded on the portal. The material will not be accepted inside BHEL in absence of the above.
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11. **Warranty**

    Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

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---