

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण/Bid Details</b>	
<b>बिड बंद होने की तारीख/समय /Bid End Date/Time</b>	25-05-2026 21:00:00
<b>बिड खुलने की तारीख/समय /Bid Opening Date/Time</b>	25-05-2026 21:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)</b>	90 (Days)
<b>मंत्रालय/राज्य का नाम/Ministry/State Name</b>	Ministry Of Heavy Industries And Public Enterprises
<b>विभाग का नाम/Department Name</b>	Department Of Heavy Industry
<b>संगठन का नाम/Organisation Name</b>	Bharat Heavy Electricals Limited (bhel)
<b>कार्यालय का नाम/Office Name</b>	Hep Bhopal
<b>कुल मात्रा/Total Quantity</b>	1
<b>वस्तु श्रेणी /Item Category</b>	CACA COOLER (WITHOUT BLOWER) TO DRG. NO. 34023140221 AND 14023140210, VAR. 00, REV 02
<b>GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS</b>	CACA COOLER (WITHOUT BLOWER) TO DRG. NO. 34023140221 AND 14023140210, VAR.00, REV 02
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Category not available on GeM for the text string uploaded by the buyer
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>Low Voltage Surge Protective Devices Connected to Low Voltage Power Systems Conforming To IS 16463 (Part 11)</li> </ul>
<b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover</b>	No
<b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover</b>	No
<b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?</b>	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	4
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>45</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
<b>मूल्यांकन पद्धति/Evaluation Method</b>	Total value wise evaluation
<b>मध्यस्थता खंड/Arbitration Clause</b>	No
<b>सुलह खंड/Mediation Clause</b>	No

#### ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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#### ईपीबीजी विवरण /ePBG Detail

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

### एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	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	100
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	100

### 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.

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 100% (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. 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.

### **CACA COOLER (WITHOUT BLOWER) TO DRG. NO. 34023140221 AND 14023140210, VAR. 00, REV 02 ( 1 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	<a href="#">Download</a>
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#### **इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

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

#### **प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Adarsh Kumar Chowdhary	462022,BHARAT HEAVY ELECTRICAL LTD, PIPLANI	1	75

## 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

After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 10 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 5 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing– the delivery period shall be refixed without LD for the period of delay in approval of Drawing.

### 3. 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 %.

### 4. 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.

### 5. 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.

## 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 100% of total value.

## 8. **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):

BY BHEL APPROVED TPIA AS PER ENCLOSED QAP

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

## 9. **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.

## 10. **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.

## 11. **Warranty**

Warranty period of the supplied products shall be 1 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.

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

Buyer Added text based ATC clauses

(1) EARLY DELIVERY IS ACCEPTABLE .

(2) MATERIAL TO BE SUPPLIED WITH SUPPLIER'S IDENTIFICATION (PO/DRG/SUPPLIER) ON EACH JOB.

(3) INSPECTION DOCUMENTS SUCH AS FINAL SIGNED CQIR REPORT, GUARANTEE CERTIFICATE & TEST CERTIFICATE TO BE SEND ALONG WITH MATERIAL SUPPLY.

(4) THIRD PARTY INSPECTION WILL BE DONE AS PER QAP APPLICABLE QAP NO. QA/MT/BOI/022, REV.03, DT D. 20/07/2020.

(5) PAYMENT TERMS:

FOR OEM/MANUFACTURER- a) FOR MICRO & SMALL ENTERPRISES : 45DAYS b) MEDIUM ENTERPRISES :60 DAYS c) NON MSME/ : 90 DAYS FROM THE RECEIPT/ACCEPTANCE OF MATERIAL.

FOR TRADER/DEALER/RESELLER (MSE/NON -MSE) : 90DAYS FROM THE RECEIPT/ACCEPTANCE OF MATERIAL

(6) ENQUIRY TECHNICAL TERM : AS PER DRG.

(7) PVC IS NOT APPLICABLE.

(8) RA WILL BE DONE.

(9) AFTER PLACEMENT OF PO ,SUPPLIER TO SUBMIT DRAWING WITHIN 10 DAYS FOR APPROVAL PRIOR TO MANUFACTURING.

(10) OFFERS OF VENDORS WHO OR WHOSE OEM IS ON BHEL MISCC/UNIT/CORPORATE LEVEL HOLD OR BANNED /DEBARRED, WILL NOT BE CONSIDERED.

11) PENALTY FOR LATE DELIVERY UNLESS: -

COVERED UNDER FORCE MAJEURE CONDITIONS AFORESAID, PENALTY FOR LATE DELIVERY SHALL BE 0.5% OF THE UNDELIVERED PORTION PER WEEK OF DELAY OR PART THEREOF, SUBJECT TO A MAXIMUM OF 10% OF THE UNDELIVERED ORDER VALUE OWING TO DELAYED DELIVERY. TOTAL UNDELIVERED ORDER VALUE ABOVE SHALL BE ITEM WISE, LOT WISE ORDER VALUE OF PO ANY DEVIATION FROM ABOVE, WHICH IS BASED ON SPECIFIC REQUIREMENT/LD CLAUSE, SHALL BE SPECIFIED IN PARTICULAR TENDER /SPECIAL TERMS AND CONDITION (STC) /ADDITIONAL TERMS AND CONDITIONS (ATC) AND SAME SHALL HAVE OVERRIDING EFFECT ON ANYTHING MENTIONED IN INSTANT GTC. IMPOSITION, RECOVERY OR SETTLEMENT OF THIS PENALTY SHALL NOT BE ADVERSELY AFFECT BHEL'S RIGHT TO PERFORMANCE, COMPENSATION AND TERMINATION OF THIS ORDER.

(12) BIDDER HAS TO SUBMIT THE DECLARATION REGARDING CONFLICT OF INTEREST AMONG BIDDERS/AGENTS IN ATTACHED FORMAT DULY AUTHORIZED SIGNATORY OF COMPANY WITH SEAL.

(13) RECOVERY / DEDUCTIONS OF AMOUNT FROM SUPPLIER: -

(A) ANY AMOUNT ON ACCOUNT OF RECOVERY FROM CONSIGNOR / SUPPLIER UNDER ANY CONDITION SHALL BE LIABLE TO BE ADJUSTED AGAINST ANY AMOUNT PAYABLE TO THE CONSIGNOR/SUPPLIER AGAINST BILLS.

(B) FOR ANY DEFICIENCY IN SUPPLIES WHERE DEDUCTION IS INVOLVED, AN AMOUNT AS DECIDED BY BHEL , SHALL BE DEDUCTED FROM SUPPLIER'S BILLS.

(C) 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/VENDOR UNDER ANY CONTRACT WITH OTHER UNITS OF BHEL INCLUDING RECOVERY FROM SECURITY DEPOSITS OR ANY OTHER DEPOSIT AVAILABLE IN THE FORM OF SECURITY INSTRUMENTS OF ANY KIND AGAINST SECURITY DEPOSIT OR EMD.

(14) 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

N 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, ANTI-NATIONAL 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 SHALL NOTIFY THE SUPPLIER/VENDOR BY WAY OF NOTICE IN THIS REGARD. CONTRACTOR SHALL BE GIVEN AN OPPORTUNITY TO RECTIFY 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, BHEL SHALL HAVE THE RIGHT TO TAKE RECOURSE TO ANY OF THE REMEDIAL ACTIONS AVAILABLE TO IT UNDER THE RELEVANT PROVISIONS 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 "BREACH 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 CONTRACT VALUE FOR THE DAMAGES ON ACCOUNT OF BREACH OF CONTRACT COMMITTED BY THE SUPPLIER/VENDOR. THIS AMOUNT SHALL BE RECOVERED BY WAY OF ENCASHING THE SECURITY INSTRUMENTS LIKE PERFORMANCE BANK GUARANTEE ETC AVAILABLE 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. WITH BHEL) OR THE OTHER LEGAL REMEDIES SHALL BE PURSUED.

III) WHEREVER THE VALUE OF SECURITY INSTRUMENTS LIKE PERFORMANCE BANK GUARANTEE AVAILABLE WITH BHEL AGAINST THE SAID CONTRACT IS 10% OF THE CONTRACT VALUE OR MORE, SUCH SECURITY INSTRUMENTS TO THE EXTENT OF 10% CONTRACT VALUE WILL BE ENCASHED. IN CASE NO SECURITY INSTRUMENTS ARE AVAILABLE OR THE VALUE OF THE SECURITY INSTRUMENTS AVAILABLE IS LESS THAN 10% OF THE CONTRACT VALUE, THE 10% OF THE CONTRACT VALUE OR THE BALANCE AMOUNT, 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 RECOVERABLE 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/VENDOR UNDER ANY CONTRACT WITH OTHER UNITS OF BHEL INCLUDING RECOVERY FROM SECURITY DEPOSITS OR ANY OTHER DEPOSIT 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 INITIATED 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 ESTIMATION OF DAMAGES.

VII) IN ADDITION TO THE ABOVE, IMPOSITION OF LIQUIDATED DAMAGES, DEBARMENT, TERMINATION, DE-COPING, 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 FLOATED 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 BY 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.

## अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1

bidders through a Random Algorithm executed by GeM system.

14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

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

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

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

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

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

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

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

**---धन्यवाद/Thank You---**