

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	01-12-2025 19:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	01-12-2025 19:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	60 (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	10300018-pswr
कुल मात्रा / Total Quantity	3000
वस्तु श्रेणी / Item Category	Portland - Pozzolana Cement (Fly Ash Based) for Bulk Buying as per IS 1489 (Part 1) (Q2)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए 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	2

बिड विवरण/Bid Details	
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	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

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

एमआईआई के लिए आरक्षित / Reserved for Make In India products

एमआईआई के लिए आरक्षित / Reserved for Make In India products	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

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

Limited Tender

Limited Tender Applicable	Yes
Reason	The sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped is remote.
List of Seller Organization for participation	ULTRATECH CEMENT LIMITED, THE RAMCO CEMENTS LIMITED

1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

Portland - Pozzolana Cement (Fly Ash Based) For Bulk Buying As Per IS 1489 (Part 1) (3000 metric tonne)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

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)
General Requirements	Content of fly ash ,in percent	35
Packing and Marking	Packing Material	HDPE/PP woven sacks conforming to IS 11652

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	MAHESH KUMAR PARIHAR	759101,BHEL SITE OFFICE 2X660 MW NTPC TALCHER DIST- ANGUL, (Odisha) PIN- 759107	3000	90

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2. 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 %.

3. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

4. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

5. 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.

6. 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.

7. Scope of Supply

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

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

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

"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. "

Additional Terms and Conditions

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(Fly Ash Based Portland Pozzolana Cement Conforming to IS: 1489 (Part-1))

1. Evaluation Modality:

a. Price bids of the techno-commercially acceptable offers shall be opened for Price Evaluation.

b. Evaluation shall be carried out on total package price including GST.

§ As per Circular No 50 of 2019-20- Evaluation in case of more than one L1 bidder:

i) In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

ii) In case more than one bidder happens to occupy L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a Toss/ Draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s)

iii) Ranking will be done accordingly. BHEL decision in such situations shall be final and binding.

2. CUSTOMER APPROVAL: Not Required. However, Any Cement Manufacturer holding valid **BIS Licence** for Manufacturing of Portland Pozzolana Cement (PPC) as per IS 1489 shall be eligible.

3. Validity of Price: Price submitted shall be valid for **60 days** from the date of opening of technical bid for the finalization of the tendering processes.

4. Validity of Purchase Order: The validity of the Purchase Order will be for **(03) Three Months** from the date of issuance of P.O.

Sl No	Quantity	Delivery to Start after (in Days)	Delivery to be completed by (in Days)
1	Total Qty to be Supplied: 3,000 MT (± 25%) a. thru' Cement Bulker: 2500 MT (± 25%) and b. thru' tamper proof packing in HDPE/PP woven sacks conforming to IS 11652 in non-returnable 50 kg bags only: 500 MT (± 25%)	1	90

5. Paying Authority, Consignee & Invoices Shall be Addressed to : Construction Manager,

Bharat Heavy Electricals Limited Power Sector Western Region

BHEL Site Office, 2X660MW NTPC Talcher Project Site Office

Dist: Angul, Odisha-759107

GST No: 21AAACB4146P1ZR

6. Delivery Terms: Suppliers shall quote the rates on F.O.R. Destination Basis only. Offers other than F.O.R. Destination Basis will not be accepted by BHEL.

Destination:

Construction Manager,

Bharat Heavy Electricals Limited Power Sector Western Region

BHEL Site Office, 2X660MW NTPC Talcher Project Site Office

Dist: Angul, Odisha-759107

GST No: 21AAACB4146P1ZR

7. Transit Insurance: As per GeM, Transit insurance from supplier's works/warehouse to BHEL site stores shall be in scope of supplier.

8. Payment Terms: Following payment terms shall be applicable (This shall supersede the payment terms mentioned elsewhere in GeM bid).

Type of Bidder	Payment Terms	Payment Timelines (Number of days)
Micro & Small Enterprises	Payment shall be released within 45 days after receipt & acceptance of material at site and submission of documents##. Note: Duration of 28 days' test report for acceptance is included in 45 days payment timeline.	45 days
Medium Enterprises	Payment shall be released within 60 days after receipt & acceptance of material at site and submission of documents##. Note: Duration of 28 days' test report for acceptance is included in 60 days payment timeline.	60 days
Non MSME	Payment shall be released within 90 days after receipt & acceptance of material at site and submission of documents##. Note: Duration of 28 days' test report for acceptance is included in 90 days payment timeline.	90 days

Time period of 90 days/60 days/45 days (as applicable) would start from receipt of actual MDC Quantity at Site & physical verification by BHEL.

i) Following Documents Need to be submitted along with Invoice:

- a) GST Compliant Invoice (1 Original+ 2 Copies)
- b) Copy of LR
- c) Copy of Manufacturer's Test Result in Original showing compressive Strength of 28 days' result accepted by BHEL/ Site (System generated/ e-signed certificates are acceptable) for the invoice.

Note: Proof for Micro, Small and Medium Enterprises has to be furnished by the bidder

**ii) Paying Authority:
Construction Manager**

Bharat Heavy Electricals Limited Power Sector Western Region

BHEL Site Office, 2X660MW NTPC Talcher Project Site Office

Dist: Angul, Odisha-759107

GST No: 21AAACB4146P1ZR

9. Liquidated Damages/Penalty: As Per GeM GTC

10. Ordered Quantity variation: +/-25% (As Per GEM ATC)

11. Supply Quantity Tolerance: +/-25% (From MDCC)

12. Performance Bank Guarantee (PBG): Not Applicable

13. Breach of Contract, Remedies and Termination : In case of Breach of Contract, BHEL shall recover 10% of the contract value from the vendor using following instruments:

a) encashment of security instruments like EMD, performance security available with BHEL against the said contract.

b) Balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the vendor, retention amount etc. with BHEL.

c) Balance amount from security instrument like EMD, Performance Security and other financial remedies i.e. available bills of the vendor, retention amount etc. with other units of BHEL.

d) If Recovery is not possible then Legal Remedies shall be pursued.

14. Earnest Money Deposits (EMD): Not Applicable.

15. Splitting: Not applicable

16. Integrity Pact: Not applicable.

17. Reverse Auction: Not Applicable.

18. MII Preference: This bid is reserved for Class I, Local supplier. Minimum 50% Local content required for MII compliance. Bidders are required to submit CA certified Local Content.

19. MSE Preference: Applicable.

20. Conflict of Interest: Applicable.

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

a) they have controlling partner (s) in common; **or**

b) they receive or have received any direct or indirect subsidy/ financial stake from any of the m; **or**

c) they have the same legal representative/agent for purposes of this bid; **or**

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder **or**

e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

i) The principal manufacturer directly or through one Indian agent on his behalf; **and**

ii) Indian/foreign agent on behalf of only one principal; **or**

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or

technical specifications of the contract that is the subject of the Bid; **or**

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business .

Treatment of cases regarding conflict of interest:

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

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or 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

21. Consequential Loss: Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits or loss of contracts or special, punitive, exemplary losses whatsoever arising out of or in connection with this contract.

a) considered.

30. Other Terms & Conditions: As per BHEL requirement, TCC, NIT & as per extant guidelines of GeM General terms and conditions & Additional Terms & Conditions.

TECHNICAL SPECIFICATION (TCC)

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i. **Comprehensive Strength:**

Compressive strength of PPC \geq 43 Mpa

ii. **Consistency of PPC Cement:** Cement Consistency should not be more than 35%

iii. **Quality Instruction for PPC:**

- a. Fly ash content- Limited to Maximum of 35%
- b. Preliminary Cement will be accepted on the basis of 3 and 7-day test report (MTC to be submitted by supplier for review by BHEL for preliminary acceptance), but final acceptance criteria will be 28 days' test report at BHEL lab/ BHEL approved lab if required
- c. Reference sample for each supplied lot to be collected at BHEL and same will be tested at BHEL lab/BHEL approved lab, if required
- d. Supplier shall be available to carry out Joint Sampling of Cement, if required
- e. In case, test results of the collected cement sample fails, the entire lot may be rejected and the supplier will have to do free replacement at their cost.

4. Guarantee: The material shall be guaranteed for a period of three months from the date of receipt at Site against any manufacturing defects. If any discrepancy noticed during testing, the cement will have to be replaced to Site free of cost and the test results of third party i.e. 3/7/28 days shall be final and binding on the vendor.

5. Additional Instructions:

- i. Removal of defective material shall be arranged by Supplier at their own cost
- ii. Supplier representative shall be available at Project site as per BHEL site requirement to provide single window expeditious service.
- iii. BHEL reserves the right to inspect the material during manufacturing and also to get tested the material under dispatch from third party. The test results of third party test shall be final and binding on the vendor.

6. Delivery Instruction for PPC:

- i. Cement shall be delivered to site within 5-10 Days from the date of receipt of Material Dispatch Clearance Certificate (MDCC) issued from Site.
- ii. Supply shall be in line with respective MDCC. No material shall be dispatched by supplier unless and until MDCC issued by BHEL
- iii. Supply through Bulklers -2500 MT (+/- 25%)
- iv. supply through tamper proof packing in HDPE/PP woven sacks conforming to IS 11652 in non-returnable 50 kg bags only- 500 MT (+/-25%)

7. Methodology & Weighment Tolerance:

- i. Methodology & Weighment tolerance shall be as per Annex-B of IS 1489-2015.
- ii. Weighment of cement bulkers shall be done at BHEL/BHEL agencies' weighbridge.

For the purpose of payment, the Weighment slip of weighbridge and tolerance as per IS 1489 s

hall be considered.

IMPORTANT FOR BIDDERS

Kindly note the followings while attaching documents for this tender:

i. Do not attach same documents repeatedly.

ii. All documents attached with this tender must be signed.

iii. Bidders are requested to read the contract documents carefully. In case of any difficulty during submission of tender, bidders are requested to contact the following officials:

a) Moti Das Manikpuri, Sr Engineer (Purchase), Mobile No: +918719079616 (mdanikpuri@bhel.in)

b) Pratick Mondal, Engineer (Purchase), Mobile No: +919422326481 (pratick@bhel.in)

12. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.

14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

[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 कार्यवाई 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---