

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण/Bid Details                                                                                                                                                                                                     |                                                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| बिड बंद होने की तारीख/समय /Bid End Date/Time                                                                                                                                                                              | 01-12-2025 12:00:00                                                                                                                                                                                                          |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time                                                                                                                                                                             | 01-12-2025 12:30:00                                                                                                                                                                                                          |
| 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                                                                                                                                                                                               | 10120029-herp, Varanasi                                                                                                                                                                                                      |
| कुल मात्रा/Total Quantity                                                                                                                                                                                                 | 255                                                                                                                                                                                                                          |
| वस्तु श्रेणी /Item Category                                                                                                                                                                                               | Winter Jacket (Q3)                                                                                                                                                                                                           |
| टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Exemption for Turnover                                                                                                                                                       | Yes   Complete                                                                                                                                                                                                               |
| टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Exemption for Turnover                                                                                                                                               | Yes   Complete                                                                                                                                                                                                               |
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller                                                                                                                                                              | Certificate (Requested in ATC)<br>*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 मेन् 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                                                                                 | 1                                                                                                                                                                                                                            |
| 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 विवरण/Bid Details                                                                                                                                                                |                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled                                                                                                                                   | No                                                                                                                                                                                                                                       |
| क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer                                                                                                                                   | Yes                                                                                                                                                                                                                                      |
| बिड का प्रकार/Type of Bid                                                                                                                                                            | Single 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 <b>90</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) |
| मूल्यांकन पद्धति/Evaluation Method                                                                                                                                                   | Total value wise evaluation                                                                                                                                                                                                              |
| मध्यस्थता खंड/Arbitration Clause                                                                                                                                                     | Yes ( <a href="#">Arbitration clause document</a> ) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts                                                                           |
| 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 available upto price within L1+X% | 20  |
| मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference                      | 50  |

**एमएसई खरीद वरीयता/MSE Purchase Preference**

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

**Single Tender**

|                                               |                                                                                                                    |
|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Single 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 | MONTE CARLO FASHIONS LIMITED                                                                                       |

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
3. 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.
4. 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.

5. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

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.

### Winter Jacket ( 255 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

[\\* जेम कैटेगरी 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) |
|---------------------|--------------------------------------|-----------------------------------------------------------------|
| Conformity          | Conformity to technical requirements | As per Attached Specifications of Winter Jacket                 |
| Generic             | Size of Winter Jacket                | S, M, L, XL, XXL                                                |

### 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                                      |

### अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

|                                   |                      |
|-----------------------------------|----------------------|
| Applicable Specification Document | <a href="#">View</a> |
|-----------------------------------|----------------------|

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

| क्र.सं./S.N o. | प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|----------------|----------------------------------------------------------|-------------|------------------|------------------------------|
|----------------|----------------------------------------------------------|-------------|------------------|------------------------------|

| क्र.सं./S.No. | प्रेषित/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address                      | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|---------------|---------------------------------------------------------|----------------------------------|------------------|------------------------------|
| 1             | Ashok Kumar Kushwaha                                    | 221003,BHEL HERP, Tarna, Shivpur | 255              | 45                           |

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

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

### 2. Generic

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

### 3. Generic

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

## Bharat Heavy Electricals Limited Heavy Equipment Repair Plant

Tarna Shivpur Varanasi-221003  
website: <https://herp.bhel.com>

Enquiry Number : E-578-25-0157-68-1      Date : 26/Nov/2025

### Enquiry For Material :-

| SI No | Material Description | Material Code | Quantity | Unit |
|-------|----------------------|---------------|----------|------|
| 1     | JACKET               | RV0010100028  | 255.0    | NOS  |

**Remarks****(A) SCOPE OF SUPPLY:**

SCOPE OF SUPPLY WILL BE AS PER ANNEXURE-A .

**(B) SUPPLY CONDITION**

1. MATERIAL TO BE SUPPLIED AT BHEL, HERP STORES.
2. INSPECTION : INSPECTION SHALL BE DONE AT BHEL HERP VARANASI.

**(C) TECHNICAL DELIVERY CONDITION:**

1. ITEM IS TO BE SUPPLIED AS PER ANNEXURE-A.

(D) GUARANTEE CERTIFICATE :REQUIRED FOR 12 MONTHS AGAINST ANY MANUFACTURING DEFECTS.

(E) THE PRICE WILL REMAIN FIRM TILL THE EXECUTION OF PO AND NO PVC SHALL BE APPLICABLE .

(F) PACKING, FORWARDING, FREIGHT, TAXES & INSURANCE ARE INCLUSIVE IN THE PRICE .

(G) DELIVERY PERIOD SHALL BE 45 DAYS FROM THE DATE OF PO. HOWEVER ,EARLY DELIVERY IS ACCEPTABLE.

(H) IF ANY DEFECT IS FOUND IN FINAL LOT OF SUPPLY, THE SAME WILL BE REPLACED BY THE SUPPLIER FREE OF COST WITHIN THREE WEEKS OF TIME.

(I) MATERIALS SHOULD BE PROPERLY PACKED IN HAND BAGS .

(J) TEST CERTIFICATE PREFERABLY FROM GOVERNMENT / NABL LAB HAS TO BE PRODUCED ALONG WITH FINAL SUPPLY LOT.

(K) THE TEST CERTIFICATE SHALL CONFIRM AS PER ANNEXURE-A.

**SPECIAL REMARKS:**

(I) SEPARATE OFFER SUBMITTED BY ANY VENDOR ON GEM STANDS NULL AND VOID AS DELIVERY TERMS, PAYMENT TERMS etc. CANNOT BE NEGOTIATED ON GEM.

(II) VENDORS SHALL QUOTE THEIR RATES INCLUSIVE OF GST. ANY DEVIATION IN QUOTED RATE AFTER PRICE BID OPENING SHALL NOT BE ENTERTAINED BY BHEL.

(III) THE CURRENT ENQUIRED QUANTITY IS TENTATIVE AND IT MAY DIFFER AT THE TIME OF PO PLACEMENT DEPENDING UPON THE ACTUAL REQUIREMENTS.

(IV) BY SUBMITTING THEIR QUOTATION AGAINST THIS BID IT IS DEEMED THAT VENDORS AGREE TO EACH AND EVERY TERMS & CONDITIONS MENTIONED IN THE BID.

(V) THE OFFERS OF THE BIDDERS WHO ARE ON THE BANNED OR HOLD LIST AND ALSO THE OFFER OF THE BIDDERS, WHO ENGAGE THE SERVICES OF THE BANNED FIRMS, SHALL BE REJECTED. THE LIST OF BANNED FIRMS IS AVAILABLE ON BHEL WEB SITE [www.bhel.com](http://www.bhel.com).

(VI) LIQUIDATED DAMAGES/LATE DELIVERY (LD) PENALTY CLAUSE: SUBJECT TO FORCE MAJEURE CONDITIONS, FAILURE TO SUPPLY WITHIN PURCHASE ORDER DELIVERY SCHEDULE WILL MAKE THE

SUPPLIER LIABLE TO AN UNCONDITIONAL PENALTY OF 0.5 % PER WEEK OR PART THEREOF SUBJECT TO THE MAXIMUM OF 10% OF THE UNDELIVERED PURCHASE ORDER VALUE EXCLUDING TAXES & DUTIES. NO GRACE PERIOD SHALL BE GIVEN.

(VII) PAYMENT TERMS:

1.FOR MSEs VENDORS: 100% PAYMENT WITHIN 45 DAYS OF ISSUE OF CONSIGNEE RECEIPT-CUM-ACCEPTANCE CERTIFICATE(CRAC) AND SUBMISSION OF BILL.

2.FOR MEDIUM VENDORS: 100% PAYMENT WITHIN 60 DAYS OF ISSUE OF CONSIGNEE RECEIPT-CUM-ACCEPTANCE CERTIFICATE (CRAC) AND SUBMISSION OF BILL.

3.FOR OTHER SUPPLIERS: 100% PAYMENT WITHIN 90 DAYS OF ISSUE OF CONSIGNEE RECEIPT-CUM-ACCEPTANCE CERTIFICATE (CRAC) AND SUBMISSION OF BILL.

4.BHEL HERP WILL MAKE PAYMENTS IN TWO PARTS: -

PART-1: BASIC INVOICE VALUE AND ALL OTHER CHARGES (EXCEPT GST AMOUNT) WILL BE PAID AS PER P.O. PAYMENT TERMS.

PART-2: GST PORTION OF INVOICE VALUE WILL BE PAID ONLY AFTER FULFILLING FOLLOWING CONDITIONS:

(A) PAYMENT OF GST AMOUNT INTO GOVT. ACCOUNT BY SUPPLIER AGAINST INVOICE RAISED TO BHEL.

(B) FILING OF GST RETURN

(C) DISPLAY OF GST CREDIT AGAINST BHEL GSTIN NO.09AAACB4146P2ZC IN GSTR-2B ON GSTN PORTAL.

NOTE:

1. PAYMENT WILL BE MADE AFTER ACCEPTANCE OF MATERIAL.

2. ADVANCE PAYMENT IS NOT ACCEPTABLE BY BHEL HERP VARANASI IN ANY CASE.

3. IF ANY SUPPLIER FALLS UNDER NON-MSE OR NON-MEDIUM CATEGORY, THEIR PAYMENT TERM WILL BE CONSIDERED AS NON MSME SUPPLIER PAYMENT WITHOUT ANY INTIMATION.

(VIII) REJECTION/REPLACEMENT: THE SUPPLIER SHALL ARRANGE REPLACEMENT / REPAIR UNDER ITS OBLIGATION UNDER THE CONTRACT. THE SUPPLIER SHALL BE GIVEN GROUND RENT FREE PERIOD OF 90 DAYS FROM THE DATE OF REJECTION TO LIFT REJECTED MATERIAL. BEYOND 90 DAYS, A GROUND RENT OF 0.25 PERCENT OF VALUE OF REJECTED MATERIAL PER WEEK WILL BE LEVIED FOR A MAXIMUM PERIOD OF 4 WEEKS. BEYOND THIS PERIOD SUPPLIER FORFEITS THEIR RIGHT TO THE MATERIALS.

(IX) MATERIALS UNDER THIS ENQUIRY ARE FOR COMMERCIAL RESALE.

(X) 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/](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.

TURE 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. SUPPLIERS/CONTRACTORS ARE REQUESTED TO FOLLOW THE BELOW ESCALATION PROCESSES FOR GRIEVANCE RESOLUTION:

1. FIRST LEVEL: ANY GRIEVANCE SHOULD INITIALLY BE ADDRESSED TO THE DESIGNATED DEALING OFFICER, WHOSE CONTACT DETAILS ARE PROVIDED IN THE NOTICE INVITING TENDER (NIT)/CONTRACT.

2. SECOND LEVEL: IF THE ISSUE REMAINS UNRESOLVED, IT MAY BE ESCALATED BY LODGING A FORMAL GRIEVANCE THROUGH THE SUVIDHA PORTAL: [HTTPS://SUVIDHA.BHEL.IN/SUVIDHA/](https://suvidha.bhel.in/suvidha/). RESPONSES WILL BE PROVIDED IN ACCORDANCE WITH THE DEFINED ESCALATION MATRIX.

(XI) JURISDICTION: THIS CONTRACT SHALL BE GOVERNED BY THE LAW FOR THE TIME BEING IN FORCE IN THE REPUBLIC OF INDIA. THE CIVIL COURT HAVING ORIGINAL CIVIL JURISDICTION AT VARANASI-UP, SHALL ALONE HAVE EXCLUSIVE JURISDICTION IN REGARD TO ALL MATTERS IN RESPECT OF THE CONTRACT.

(XII) 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:

1. 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.

2. THE BIDDER (OR HIS ALLIED FIRM) PROVIDED SERVICES FOR THE NEED ASSESSMENT/ PROCUREMENT PLANNING OF THE TENDER PROCESS IN WHICH IT IS PARTICIPATING.

3. 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.

4. 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 EXISTANT POLICIES/ GUIDELINES.

(S) BREACH OF CONTRACT, REMEDIES AND TERMINATION:

(A) THE FOLLOWING SHALL AMOUNT TO BREACH OF CONTRACT:

1. 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.
2. 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.
3. THE SUPPLIER/VENDOR DELIVERS EQUIPMENT/ MATERIAL NOT OF THE CONTRACTED QUALITY.
4. THE SUPPLIER/VENDOR FAILS TO REPLACE THE DEFECTIVE EQUIPMENT/ MATERIAL/ COMPONENT AS PER GUARANTEE CLAUSE.
5. WITHDRAWAL FROM OR ABANDONMENT OF THE WORK BY THE SUPPLIER/VENDOR BEFORE COMPLETION AS PER CONTRACT.
6. ASSIGNMENT, TRANSFER, SUBLETTING OF CONTRACT BY THE SUPPLIER/VENDOR WITHOUT BHEL'S WRITTEN PERMISSION RESULTING IN TERMINATION OF CONTRACT OR PART THEREOF BY BHEL.
7. NON-COMPLIANCE TO ANY CONTRACTUAL CONDITION OR ANY OTHER DEFAULT ATTRIBUTABLE TO SUPPLIER/VENDOR.
8. 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.
9. 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.
10. 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.

(B) REMEDIES IN CASE OF BREACH OF CONTRACT.

1. 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

2. 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.

3. 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

4. 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.

5. 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.

6. 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.

7. 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: 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 MEET AND INCLUDE

NG 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.

**List of required Quality Documents along with supply:-**

| S.No                                                                              | Material Code | Material Description | Documents Description |
|-----------------------------------------------------------------------------------|---------------|----------------------|-----------------------|
| <b>Note :</b> Any other document mentioned in QP/Drg/Spec will also be applicable |               |                      |                       |

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Thanks & Regards,

प्रवीण कुमार / Praveen Kumar

अभियंता / Engineer

क्रय / Purchase

बी.एच.ई.एल.,एच.ई.आर.पी., वाराणसी

BHEL,HERP, VARANASI

Tel : 0542-2720-879

M.No.:- 8778551785

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**5. 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 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---