

बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details | |
|--|--|
| बिड बंद होने की तारीख/समय /Bid End Date/Time | 22-11-2025 14:00:00 |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time | 22-11-2025 14:30:00 |
| 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 | 7 |
| वस्तु श्रेणी /Item Category | THREADED RING (HW-289.95) -- FULLY M/CD ITEM AS PER DRG. 31120205015 REV. 04 WITH MATL. HW19386 REV. 0 , THREADED RING (HW-169.32) -- FULLY M/CD ITEM AS PER DRG. 21120201022 REV. 01 WITH MATL. AS PER SPEC , THREADED RING (HW-278.46) -- FULLY M/CD ITEM AS PER DRG. 31060118501 REV. 02 WITH MATL. HW19386 REV |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS | THREADED RING (HW-278.46) -- FULLY M/CD ITEM AS PER DRG. 31060118501 REV.02 WITH MATL. HW19386 REV.03 |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS | Category not available on GeM for the text string uploaded by the buyer |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification | <ul style="list-style-type: none"> Threaded Pipe Adapter |
| बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years) | 5 Lakh (s) |
| मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years) | 11 Lakh (s) |
| उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service | 3 Year (s) |
| टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Exemption for Turnover | Yes Complete |

| बिड विवरण/Bid Details | |
|---|---|
| टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Exemption for Turnover | Yes Complete |
| विक्रेता से मांगे गए दस्तावेज़/ Document required from seller | Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Annual Turnover *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 दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ में 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 |
| विगत प्रदर्शन / Past Performance | 10 % |
| बिड से रिवर्स नीलामी सक्रिय किया/ Bid to RA enabled | Yes |
| रिवर्स नीलामी योग्यता नियम/ RA Qualification Rule | H1-Highest Priced Bid Elimination |
| क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer | Yes |
| बिड का प्रकार/ Type of Bid | Two Packet Bid |
| प्राथमिक उत्पाद श्रेणी/ Primary product category | THREADED RING (HW-289.95) -- FULLY M/CD ITEM AS PER DRG. 31120205015 REV. 04 WITH MATL. HW19386 REV. 0 |
| 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 | Item wise evaluation/ |

| बिड विवरण/Bid Details | |
|----------------------------------|----|
| मध्यस्थता खंड/Arbitration Clause | No |
| सुलह खंड/Mediation Clause | No |

ईएमडी विवरण/EMD Detail

| | |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

ईपीबीजी विवरण /ePBG Detail

| | |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

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

एमआईआई खरीद वरीयता / MII Purchase Preference

| | |
|---|---|
| एमआईआई खरीद वरीयता / MII Purchase Preference | Yes |
| मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में है / Purchase Preference to MII sellers 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 |
| 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 |

| | |
|--|----|
| <p>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</p> | 25 |
|--|----|

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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. 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.
7. 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.

8. 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.

9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

10. 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:

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

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

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

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

| मूल्यांकन अनुसूचियां / Evaluation Schedules | वस्तु/श्रेणी / Item/Category | मात्रा / Quantity |
|---|--|-----------------------------|
| Schedule 1 | Threaded Ring (hw-289.95) -- Fully M/cd Item As Per Drg. 31120205015 Rev. 04 With Matl. Hw19386 Rev. 0 | 3 |
| Schedule 2 | Threaded Ring (hw-169.32) -- Fully M/cd Item As Per Drg. 21120201022 Rev. 01 With Matl. As Per Spec | 2 |
| Schedule 3 | Threaded Ring (hw-278.46) -- Fully M/cd Item As Per Drg. 31060118501 Rev. 02 With Matl. Hw19386 Rev | 2 |

THREADED RING (HW-289.95) -- FULLY M/CD ITEM AS PER DRG. 31120205015 REV. 04 WITH MATL. HW19386 REV. 0 (3 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 | Download |
|---|--------------------------|

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

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

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 |
|----------------|--|----------------------------------|------------------|------------------------------|
| 1 | Ashok Kumar Kushwaha | 221003,BHEL HERP, Tarna, Shivpur | 3 | 150 |

THREADED RING (HW-169.32) -- FULLY M/CD ITEM AS PER DRG. 21120201022 REV. 01 WITH MATL. AS PER SPEC (2 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 | Download |
|---|--------------------------|

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

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

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 |
|----------------|--|----------------------------------|------------------|------------------------------|
| 1 | Ashok Kumar Kushwaha | 221003,BHEL HERP, Tarna, Shivpur | 2 | 150 |

THREADED RING (HW-278.46) -- FULLY M/CD ITEM AS PER DRG. 31060118501 REV. 02 WITH MATL. HW19386 REV (2 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 | Download |
|---|--------------------------|

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

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

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

| क्र.सं./S.N o. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|-------------------|---|-------------------------------------|------------------|---------------------------------|
| 1 | Ashok Kumar Kushwaha | 221003,BHEL HERP, Tarna, Shivpur | 2 | 150 |

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. 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):

M/S QUEST / M/S TUVSUD

Post Receipt Inspection at consignee site before acceptance of stores:
BHEL VARANASI QC

5. 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.

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Enquiry Number : **E-311-25-0247-63-1** Date : **12/Nov/2025**

Enquiry For Material :-

| SI No | Material Description | Material Code | Quantity | Unit |
|-------|--|---------------|----------|------|
| 1 | THREADED RING (HW-289.95) -- FULLY M/CD ITEM AS PER DRG. 3112020 5015 REV.04 WITH MATL. HW19386 REV.03 | RV1019431693 | 3.0 | NOS |
| 2 | THREADED RING (HW-169.32) -- FULLY M/CD ITEM AS PER DRG. 2112020 1022 REV.01 WITH MATL. AS PER SPECN. HW19386 REV.03 | RV1019432606 | 2.0 | NOS |
| 3 | THREADED RING (HW-278.46) -- FULLY M/CD ITEM AS PER DRG. 3106011 8501 REV.02 WITH MATL. HW19386 REV.03 | RV1019432789 | 2.0 | NOS |

Remarks

(A) SUPPLY CONDITION:

1. ITEM TO BE SUPPLIED AT BHEL HERP STORES.
2. PRE-DISPATCH INSPECTION WILL BE CARRIED OUT AS PER DRAWING AT PARTY'S WORKS BY BHEL REPRESENTATIVE AS PER QP HW/MCD/010 REV.03. PARTY MAY ARRANGE THE INSPECTION OF FORGING AT FORGING SUPPLIER'S WORK. FOR REVISION OF DRAWING/ STANDARD/ SPECIFICATION, PLEASE REFER THE ATTACHED DOCUMENT NO. " IND202510889 ", DURING INSPECTION.

(B) TECHNICAL DELIVERY CONDITION:

1. MATERIAL SHOULD BE STRICTLY AS PER SPECN. MENTIONED AGAINST ITEM.
2. DIMENSIONS AND TOLERANCES TO BE MAINTAINED AS PER RESPECTIVE DRG.
3. DRG. NO. TO BE PUNCHED ON THE LOCATION MENTIONED ON THE DRG.
4. DIMENSION REPORT IS REQUIRED. 100% DIMENSION (COVERING ALL THE DIMENSION FROM THE SECTIONAL VIEW ALSO) SHOULD BE REPORTED IN DIMENSION REPORT FOR DRG.
5. TECHNICAL REQUIREMENTS MENTIONED IN THE DRG. TO BE FOLLOWED STRICTLY.
6. RAW MATL. OF FORGING TO BE PROCURED FROM BHEL APPROVED SOURCES ONLY AS MENTIONED BELOW.

APPROVED SOURCES FOR MATL. HW19386 (PMD ST02/02) ARE:

- 1 M/S ALKA FORGINGS GHAZIABAD
- 2 M/S BAY-FORGE PRIVATE LIMITED NUNGAMBAKKAM
- 3 M/s BHEL CFFP HARIDWAR HARIDWAR
- 4 M/S CHW FORGE PRIVATE LIMITED GHAZIABAD
- 5 M/S FORGITAL ITALY S.P.A VICENZA
- 6 M/S GHAZIABAD FORGINGS PVT. LTD GHAZIABAD
- 7 M/S GOOD LUCK ENGINEERING CO. GHAZIABAD
- 8 M/s KISAAN STEELS PRIVATE LIMITED GHAZIABAD
- 9 M/s R D F ENGINEERING PRIVATE LIMITED GHAZIABAD
- 10 M/s VIKRANT FORGE PRIVATE LIMITED KOLKATA

7. UST OF THE FORGINGS TO BE CARRIED OUT AS PER SPECN. EN10228-3.

8. ALL THE ITEMS SHOULD BE CO-RELATED WITH RESPECT TO SOURCE OF RAW MATL.

- a) EITHER THROUGH MILL TC OF RAW MATL. SUPPLIER
- b) IN CASE OF MATL. OTHER THAN FORGING WHERE QUANTITY IS SMALL, MILL TC IS NOT FEASIBLE. ITEM IS TO BE IDENTIFIED BY UNIQUE NO./HEAT NO. AND LAB TC SHALL BE PROVIDED FROM NABL APPROVED LABS ONLY.

9. THE DETAILS OF RAW MATL./UNIQUE NO. SHOULD BE PUNCHED ON THE ITEM AND ON TC. THE DETAIL FOR LINKING THE ITEM WITH RAW MATL. SOURCE TO BE MAINTAINED BY VENDOR.

10. SURFACE TREATMENT WHEREVER MENTIONED (NITRIDING.) IN THE DRG.; TO BE CARRIED OUT BY BHEL APPROVED SOURCE AS PER SPECN. 0912.002 MENTIONED IN THE DRG.

BHEL APPROVED SOURCES FOR SURFACE TREATMENT (PMD-STSC-016) ARE;

- 1 M/s HEAT TREAT ENTERPRISE AHMEDABAD
- 2 M/s MODERN METALS INDIA PRIVATE LIMITED FARIDABAD
- 3 M/s SHIVA TECHNIQUES SURFACES PRIVATE LIMITED FARIDABAD

(C) TEST CERTIFICATE :

1. REQUIRED FOR CHEMICAL AND MECHANICAL PROPERTIES OF THE MATERIAL (MILL TC IS REQUIRED FOR FORGING) & FOR UST OF FORGING.
2. HEAT TREATMENT CHART FOR FORGING IS ALSO REQUIRED.
3. REQUIRED FOR CASE DEPTH & HARDNESS (IN CASE OF SURFACE TREATMENT).

(D) GUARANTEE/WARRANTY CERTIFICATE : REQUIRED FOR 24 MONTHS AGAINST ANY MANUFACTURING DEFECTS.

(E) PACKING INSTRUCTION: ITEM TO BE SUPPLIED IN WOODEN BOX OF 1" THICK PLANK WITH 1.5" X 4" BKTS. M/CD SURFACE AND THREADS SHOULD BE PROTECTED PROPERLY WITH IOCL-SERVO R P-330 OR EQUIVALENT OIL TO PREVENT ANY RUSTING DURING TRANSIT AND STORING. EXTERNAL THREAD SHOULD BE COMPLETELY WRAPPED WITH PLASTIC SLEEVE TO PROTECT IT FROM ANY TRANSIT DAMAGE. ITEM SHOULD BE COMPLETELY WRAPPED IN POLYTHENE PAPER. ITEM SHOULD BE SUPPLIED IN SUCH A WAY SO AS TO AVOID ANY TRANSIT DAMAGE.

(F) DELIVERY PERIOD IS 5 MONTHS FROM THE DATE OF PO. HOWEVER EARLY DELIVERY IS ACCEPTABLE.

(G) THE DELIVERY PERIOD MENTIONED IN THE ENQUIRY IS CONSIDERING THE NORMAL MANUFACTURING CYCLE OF THE ITEMS. HOWEVER, AFTER PLACEMENT OF PO, BHEL MAY ASK VENDOR FOR DEFERRED DELIVERY, BASED ON THE END CUSTOMER'S REQUIREMENT.

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.
- (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 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 PROCESS 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

EIVED FROM THE AGENT SHALL BE IGNORED. HOWEVER, THIS SHALL NOT DEBAR MORE THAN ONE AUTHORIZED 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 UNTRUE/FAKE AND SUCH DECLARATION

OR ENTERING INTO THE CONTRACT FOR SUPPLY ARE FOUND UNTRUE 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, ANTINATIONAL ACTIVITIES OR ANY SUCH OFFENCE THAT COMPROMISES THE BUSINESS ETHICS OF BHEL, IN VIOLATION OF THE INTEGRITY PACT ENTERED INTO WITH BHEL HAS THE POTENTIAL TO HARM THE OVERALL BUSINESS OF BHEL/ OWNER

NOTE- ONCE BHEL CONSIDERS THAT A BREACH OF CONTRACT HAS OCCURRED ON THE PART OF SUPPLIER/VENDOR, BHEL 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 FROM

ABLE IN THE FORM OF SECURITY INSTRUMENTS OF ANY KIND AGAINST SECURITY DEPOSIT OR EN D.

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-ESTIMATION 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 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 |
|-------|---------------|--|--|
| 1 | RV1019431693 | THREADED RING (HW-289.95) -- FULLY M/CD ITEM AS PER DRG. 3-11 202-05015 REV.04 WITH MATL. HW19386 REV.02 | 1. Dimension Report 2. Guarantee Certificates 3. Heat Treatment Chart 4. Inspection Report by TPI/BHEL 5. Nitriding report 6. Test Certificates Chemical Properties 7. Test Certificates-Mechanical Properties 8. UT Report |
| 2 | RV1019432606 | THREADED RING (HW-169.32) -- FULLY M/CD ITEM AS PER DRG. 2-11 202-01022 REV.01 WITH MATL. AS PER SPECN. HW19386 REV.02 | 1. UT Report 2. Test Certificates-Mechanical Properties 3. Test Certificates Chemical Properties 4. Nitriding report 5. Inspection Report by TPI/BHEL 6. Heat Treatment Chart 7. Guarantee Certificates 8. Dimension Report |

| | | | |
|---|------------------|---|--|
| 3 | RV101943 2789 | THREADED RING (HW-278.46) -- FULLY M/CD ITEM AS PER DRG. 3-10 601-18501 REV.02 WITH MATL. HW19386 REV.02 | 1. Dimension Report 2. Guarantee Certificates 3. Heat Treatment Chart 4. Inspection Report by TPI/BHEL 5. Nitriding report 6. Test Certificates Chemical Properties 7. Test Certificates-Mechanical Properties 8. UT Report |
| Note : Any other document mentioned in QP/Drg/Spec will also be applicable | | | |

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---