



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5102434  
Dated/दिनांक : 28-06-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	08-07-2024 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	08-07-2024 19:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	10380038-heavy Plates & Vessels Plant
Total Quantity/कुल मात्रा	5
Item Category/मद केटेगरी	FEC DIA 370 X 80 SA105
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No

**Bid Details/बिड विवरण**

<b>Payment Timelines</b>	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)
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

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

Required/आवश्यकता	No
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**Splitting/विभाजन**

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

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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.

## FEC DIA 370 X 80 SA105 ( 5 pieces )

### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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### Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Mohammad Shabir	530012, Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	5	84

### Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	TENDER <a href="#">View</a>	TENDER	FEC DIA 370 X 80 SA105(5)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

## 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:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

## 4. **Generic**

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

## 5. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

## 6. **Scope of Supply**

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

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

Buyer Added text based ATC clauses

**TENDER TERMS AND CONDITION IN GEM ARE NON- DEVIATEBLE.**

**BIDDERS ARE REQUESTED TO ACCEPT ALL THE TERMS AND CONDITIONS WHILE SUBMITTING THEIR OFFERS.**

**DEVIATIONS TAKEN FROM TENDERS TERMS WITH RESPECT TO DELIVERY PERIOD, LD TERMS, PAYMENT TERMS, QUANTITY TOLERANCE, INSPECTION AND TESTS OR ANY OTHER TERMS WILL BE IGNORED AND TREATED AS NULL & VOID AND THEIR OFFER IF FOUND SUITABLE WILL BE CONSIDERED FOR FURTHER PROCEED AS PER GEM TENDERS TERMS AND CONDITION ONLY**

## **ADDITIONAL SCOPE OF WORK**

Sl. No	Matl. Code	Description	UOM	Quantity	Vendor Response (Make & Brand)
01	92070013000 0	FEC DIA 370 X 80 SA105  TDC:423, Rev:09 INSPECTION: IBR	Pieces	5.00	

1. BIDDER SHALL FOLLOW GEM GENERAL TERM AND CONDITIONS AND SUBMIT THE OFFER.
2. ALL THE TERMS AND CONDITION MENTIONED IN ADDITIONAL SCOPE OF WORKS, TECHNICAL SPEFICATIONS AND QUALITY PLAN/INSPECTION TEST PLAN IF APPLICABLE SHALL SUPERSEDE ANY OTHER SIMILAR TERMS QUOTED ELSEWHERE.
3. MATERIALS ARE TO BE SUPPLIED AT M/S BHEL-HPVP, VISAKHAPATNAM. BIDDER SHALL QUOTE THE PRICE IN CLUSIVE OF TESTING, FREIGHT, PACKING & FORWARDING, TRANSIT INSURANCE, GEM TRANSACTION CHARGE , ANY OTHER TAXES AND GST ETC. **NO EXTRA PAYMENT WILL BE MADE OVER & ABOVE QUOTED PRICE**
4. APPLICABLE GST SHOULD ALSO INCLUDED IN PRICE QUOTED IN GEM.
5. SUPPLIER /STOCKIEST/TRADE WHO WILL SOURCE THE ITEMS FROM FOREIGN SOURCE HAS TO COMPLY THE GOVERNMENT PUBLIC PROCUREMENT ORDER NUMBER P-45021/2/2017-B.E-II DATED 15.06.2017, , AND FURTHER MODIFIED ORDER NUMBER P-45021/2/2017-PP(BE-II) DT. 04.06.2020 ISSUED BY DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE(DPIIT).
6. ONLY CLASS I & CLASS- II LOCAL SUPPLIERS AS PER MII ORDER DATED 04.06.2020 WILL BE ELIGIBLE TO BID . NON - LOCAL SUPPLIERS AS PER MII ORDER DATED 04.06.2020 ARE NOT ELIGIBLE TO PARTICIPATE.
7. VENDOR SHALL MENTION THE OFFERED MAKE/BRAND IN THEIR QUOTATION.
8. CATALOG/ TECHNICAL DATA-SHEET TO BE ENCLOSED ALONG WITH OFFER.
9. **PRE-QUALIFICATION CRITERIA:**

ANY VENDOR WHO HAS SUPPLIED IBR CERTIFIED FLAT END COVERS (FEC) OR BLIND FLANGES OF SIMILAR GRADE OR EQUIVALENT GRADE OR HIGHER GRADE MATERIALS TO ANY OF THE SISTER UNITS OF BHEL /ANY PSUS/ANY GOVERNMENT ORGANIZATIONS/LISTED FIRMS WILL BE QUALIFIED.

#### 10. INSPECTION:

BY IBR , IBR INSPECTION CHARGE IS IN SUPPLIER'S SCOPE

ALL INSPECTION DOCUMENTS TO BE SUBMITTED FOR BHEL REVIEW AND CLEARANCE. DISPATCH CLEARANCE TO BE OBTAINED FROM US BEFORE DISPATCH OF MATERIAL

**11. GUARANTEE/WARRANTEE CLAUSE:**

IF ANY DEFECT IS NOTICED WITHIN 1 YEAR FROM DATE OF RECEIPT, THE SAME SHALL BE RECTIFIED / REPLACED FREE OF COST ON FOR BHEL-HPVP, VISAKHAPATNAM / DESTINATION BASIS WITHIN A REASONABLE TIME-

**12. DELIVERY PERIOD:**

**WITHIN 84 DAYS [ 12 WEEKS]** FROM THE DATE OF PO TO THE RECEIPT OF MATERIAL AT BHEL HPVP.

~~13. CONTACT EXECUTION BANK GUARANTEE: NOT APPLICABLE. (FOR VALUES LESS THAN 20 LAKHS)~~

~~14. BANK GUARANTEE FOR PERFORMANCE SECURITY: SUCCESSFUL BIDDER TO FURNISH THE BANK GUARANTEE FOR 5% OF CONTRACT /PO VALUE WITHIN 30 DAYS FROM THE DATE OF PO FOR THE PERIOD OF 3 YEARS FROM THE DATE OF COMMISSIONING CERTIFICATE.~~

~~SUCCESSFUL BIDDER TO PROVIDE THE BANK GUARANTEES FROM CONSORTIUM BANKS WHICH ARE ALREADY SFMS COMPLIANT. UNDER SFMS SYSTEM, A SEPARATE ADVICE OF THE BANK GUARANTEE (VIA SFMS IFN 760C 0V) TO BE SENT TO THE ADVISING BANK (BENEFICIARY'S BANK) THROUGH SFMS BY THE ISSUING BANK (APPLICANT'S BANK), AFTER WHICH THE PAPER BANK GUARANTEE WOULD BECOME OPERATIVE~~

**15. PAYMENT TERMS:**

PAYMENT OF **100% OF INVOICE VALUE SHALL** BE MADE WITHIN THE STIPULATED DAYS AS MENTIONED BELOW FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIALS AT BHEL HPVP.

Type of Bidder	Payment Terms (Number of Days)
Micro & Small Enterprises (MSEs)	45 Days
Medium Enterprises	60 Days
Non MSME	90 Days

HOWEVER, GST PORTION OF INVOICE SHALL BE RELEASED ONLY UPON:

- 1) VENDOR DECLARING THE INVOICE IN THEIR GSTR-1.
- 2) RECEIPT OF GOODS AND TAX INVOICE BY BHEL.
- 3) CONFIRMATION OF PAYMENT OF GST THEREON BY VENDOR ON GSTN PORTAL.

**16. GST Clauses:**

THE BIDDER TO SPECIFY IN THEIR OFFER (PART 1 BID) THE CATEGORY OF THEIR REGISTRATION UNDER GST LIKE REGISTERED, UNREGISTERED AND COMPOSITE DEALER.

THE PROVISIONAL GST REGISTRATION NUMBER OF BHARAT HEAVY ELECTRICAL LTD, HEAVY PLATES AND VESSELS PLANT, VISAKHAPATNAM IS "37AAACB4146P7Z8" WITH STATE CODE AS "37" AND STATE NAME AS "ANDHRA PRADESH".

NO GST WILL BE REIMBURSED TO UNREGISTERED OR COMPOSITE DEALER. IN THE EVENT, ANY GST IS QUOTED B

Y COMPOSITE DEALER, THE SAME SHALL BE ADDED TO THE COST OF SUPPLY IN EVALUATING THE BID.

- SUPPLIER SHALL MENTION THEIR GSTN REGISTRATION NUMBER(GSTIN) IN ALL THEIR INVOICES AND INVOICES SHALL BE IN THE FORMAT AS SPECIFIED/PREScribed UNDER GST LAWS. INVOICES SHALL NECESSARILY CONTAIN INVOICE NUMBER (IN CASE OF MULTIPLE NUMBERING SYSTEM IS BEING FOLLOWED FOR BILLING LIKE SAP INVOICE NO COMMERCIAL INVOICE NO ETC., THEN THE INVOICE NO WHICH IS LINKED/UPLOADED IN GSTN NETWORK SHALL BE CLEARLY INDICATED), ITEM DESCRIPTION AS PER PO QUANTITY RATE, VALUE, APPLICABLE TAXES WITH NOMENCLATURE (LIKE IGST, SGST, CGST & UTGST) SEPARATELY, HSN/ SAC CODE, ETC.
- ALL INVOICES SHALL BEAR THE HSN CODE FOR EACH ITEM SEPARATELY (HARMONIZED SYSTEM OF NOMENCLATURE) / SAC CODE (SERVICES ACCOUNTING CODE).
- THE BIDDER SHALL CLEARLY INDICATE HSN (HARMONIZED SYSTEM NOMENCLATURE) / SAC (SERVICE ACCOUNTING CODE), ITS DESCRIPTION AND APPLICABLE RATE OF GST FOR EACH ITEM IN HIS TECHNO-COMMERCIAL BID.
- IN CASE GST CREDIT IS DELAYED/DENIED TO BHEL DUE TO NON/DELAYED RECEIPT OF GOODS AND/OR TAX INVOICE OR EXPIRY OF TIMELINE PRESCRIBED IN GST LAW FOR AVAILING SUCH ITC, OR ANY OTHER REASONS NOT ATTRIBUTABLE TO BHEL, GST AMOUNT SHALL BE RECOVERABLE FROM BIDDER ALONG WITH INTEREST, PENALTIES LEVIED/LEVIABLE ON BHEL.
- IN CASE BIDDER DELAYS DECLARING SUCH INVOICE IN HIS RETURN AND GST CREDIT AVAILED BY BHEL IS DENIED OR REVERSED SUBSEQUENTLY AS PER GST LAW, GST AMOUNT PAID BY BHEL TOWARDS SUCH ITC REVERSAL AS PER GST LAW SHALL BE RECOVERABLE FROM BIDDER ALONG WITH INTEREST LEVIED / LEVIABLE ON BHEL.
- BIDDERS MUST ENSURE COMPLIANCE OF ALL THE APPLICABLE RULES AND PROCEDURE AS ENVISAGED IN THE GST REGIME. ANY LOSS TO BHEL-HPVP DUE TO FAULT / NONCOMPLIANCE BY THE BIDDER WILL BE TO THE BIDDER'S ACCOUNT.
- GST TDS IS APPLICABLE AS PER RULES.

**17.** PROCUREMENT DIRECTLY FROM THE MANUFACTURERS/SUPPLIERS SHALL BE PREFERRED. HOWEVER, IF THE OEM/PRINCIPLE 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 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.

**18. RIGHT TO REJECT:** THE COMPETENT AUTHORITY RESERVES ALL RIGHTS TO REJECT THE GOODS IF THE SAME ARE NOT FOUND IN ACCORDANCE WITH THE REQUIRED DESCRIPTION / SPECIFICATIONS/QUALITY. REJECTED MATERIALS IF ANY AFTER RECEIPT OF MATERIAL AT OUR END SHALL BE REPLACED BY SUPPLIER AT FREE OF COST (INCLUSIVE OF ALL TESTING, INSPECTION, TPI, SERVICE CHARGES ETC) UP TO DESTINATION IMMEDIATELY WITHOUT ANY EXTRA FREIGHT FROM DEFECT NOTIFICATION DATE.

IF ANY MATERIAL IS REJECTED, SUPPLIER TO MAKE FREE OF COST (ON FREIGHT PAID BASIS) REPLACEMENT WITHIN A SPECIFIED PERIOD. REJECTED MATERIALS CAN BE LIFTED BY THE SUPPLIER THEREAFTER. (OR) BHEL SHALL TAKE ALTERNATE PROCUREMENT ACTION FROM ELSEWHERE AND RECOVER THE DIFFERENCE IN COST, IF ANY INCURRED BY BHEL IN THIS REGARD FROM THE SUPPLIER. THE SUPPLIER SHALL NOT BE ENTITLED TO ANY GAIN ON REPURCHASE. (OR) BHEL CAN TERMINATE THE CONTRACT EITHER IN PART OR WHOLLY IN WHICH AT BHEL DISCRETION AND RECOVER LOSS IF ANY FROM THE SUPPLIER.

**19.** BHEL HPVP RESERVES THE RIGHT TO CANCEL THE ENQUIRY / TENDER AT ANY STAGE WITHOUT ASSIGNING

ANY REASONS THEREOF. AND BHEL HPVP RESERVES THE RIGHT TO REJECT OR ACCEPT ONE OR ANY OFFER WITHOUT ASSIGNING ANY REASON.

**20. RISK PURCHASE:** THE DELIVERY PERIOD STATED SHALL BE REASONABLE/REALISTIC AND SHALL STRICTLY BE ADHERED TO. IF THE MATERIAL IS NOT SUPPLIED WITHIN THE AGREED DELIVERY PERIOD, IN ORDER TO AVOID LOSS OR DAMAGE BHEL RESERVES THE RIGHT TO CANCEL THE ORDER AND PURCHASE THE MATERIAL (EITHER WHOLLY OR UNDELIVERED PORTION) FROM ALTERNATE SOURCE(S) AT THE RISK AND COST (WITH EXTRA 5 % OVERHEAD) OF THE SUPPLIER. IN SUCH AN EVENT, IT SHALL BE OBLIGATORY ON THE PART OF SUPPLIER TO MAKE GOOD ANY LOSS SUFFERED BY THE BHEL. IN SUCH CASES, BHEL SHALL WITHHOLD BILLS, BANK GUARANTEES, ETC., OF THE SUPPLIER, WHICH ARE PENDING EITHER AT HPVP BHEL OR ANY OTHER UNIT OF BHEL.

**21. FORCE MAJEURE:** THE SUPPLIER SHALL NOT BE CONSIDERED IN DEFAULT IF DELAY OCCURS DUE TO CAUSES BEYOND HIS CONTROL SUCH AS ACTS OF GOD, NATURAL CALAMITIES, FIRE, FROST, FLOOD, CIVIL WAR, STRIKES, CIVIL COMMOTION, RIOT, GOVERNMENT RESTRICTIONS, LOCKOUT THAT ARE NOT IN CONTROL OF SUPPLIER OR ACTS OF UNSURPASSED POWER. ONLY THOSE CAUSES THAT HAVE DURATION OF MORE THAN SEVEN DAYS SHALL BE CONSIDERED CAUSE OF FORCE/ CALENDAR/ MAJEURE. NOTIFICATION TO THIS EFFECT DULY CERTIFIED BY LOCAL CHAMBER OF COMMERCE/ STATUTORY AUTHORITIES SHALL BE GIVEN BY THE SUPPLIER TO BHEL BY REGISTERED LETTER. IN THE EVENT OF DELAY TO SUCH CAUSES THE DELIVERY SCHEDULE SHALL BE EXTENDED FOR A LENGTH OF TIME EQUAL TO THE PERIOD OF FORCE MAJEURE OR AT THE OPTION OF BHEL THE ORDER MAY BE CANCELLED IN MUTUAL CONSENT WITH VENDOR. SUCH CANCELLATION WOULD BE WITHOUT ANY LIABILITY WHATSOEVER ON THE PART OF BHEL. IN THE EVENT OF SUCH CANCELLATION THE SUPPLIER SHALL REFUND ANY AMOUNT ADVANCED OR PAID TO THE SUPPLIER BY BHEL AND DELIVERY BACK ANY MATERIAL ISSUED TO HIM BY BHEL AND RELEASE FACILITIES, IF ANY, PROVIDED BY BHEL.

**22. ARBITRATION:** EXCEPT AS PROVIDED ELSEWHERE IN THIS CONTRACT, IN CASE AMICABLE SETTLEMENT IS NOT REACHED BETWEEN THE PARTIES, IN RESPECT OF ANY DISPUTE OR DIFFERENCE; ARISING OUT OF THE FORMATION, BREACH, TERMINATION, VALIDITY OR EXECUTION OF THE CONTRACT; OR, THE RESPECTIVE RIGHTS AND LIABILITIES OF THE PARTIES; OR, IN RELATION TO INTERPRETATION OF ANY PROVISION OF THE CONTRACT; OR, IN ANY MANNER TOUCHING UPON THE CONTRACT, THEN, EITHER PARTY MAY, BY A NOTICE IN WRITING TO THE OTHER PARTY REFER SUCH DISPUTE OR DIFFERENCE TO THE SOLE ARBITRATION OF AN ARBITRATOR APPOINTED BY HEAD OF THE BHEL UNIT/REGION/DIVISION ISSUING THE CONTRACT. THE ARBITRATOR SHALL PASS A REASONED AWARD AND THE AWARD OF THE ARBITRATOR SHALL BE FINAL AND BINDING UPON THE PARTIES. SUBJECT AS AFORESAID, THE PROVISIONS OF ARBITRATION AND CONCILIATION ACT 1995 (INDIA) OR STATUTORY MODIFICATIONS OR RE-ENACTMENTS THEREOF AND THE RULES MADE THEREUNDER AND FOR THE TIME BEING IN FORCE SHALL APPLY TO THE ARBITRATION PROCEEDINGS UNDER THIS CLAUSE. THE SEAT OF ARBITRATION SHALL BE (THE PLACE FROM WHICH THE CONTRACT IS ISSUED) THE COST OF ARBITRATION SHALL BE BORNE AS PER THE AWARD OF THE ARBITRATOR, SUBJECT TO THE ARBITRATION IN TERMS OF CLAUSE ABOVE, THE COURTS AT (PI INCORPORATE THE NAME OF THE PLACE WHERE THE PRINCIPAL CIVIL COURT HAVING ORDINARY ORIGINAL CIVIL JURISDICTION TO DECIDE QUESTIONS FORMING SUBJECT MATTER OF THE ARBITRATION IS LOCATED) SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT. NOTWITHSTANDING THE EXISTENCE OR ANY DISPUTE OR DIFFERENCES AND/OR REFERENCE FOR THE ARBITRATION, THE CONTRACTOR SHALL PROCEED WITH AND CONTINUE WITHOUT HINDRANCE THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT WITH DUE DILIGENCE AND EXPEDITION IN A PROFESSIONAL MANNER EXCEPT WHERE THE CONTRACT HAS BEEN TERMINATED BY EITHER PARTY IN TERMS OF THIS CONTRACT.

**23. JURISDICTION:** NOTWITHSTANDING ANY OTHER COURT OR COURTS HAVING JURISDICTION TO DECIDE THE QUESTION(S) FORMING THE SUBJECT MATTER OF THE REFERENCE IF THE SAME HAD BEEN THE SUBJECT MATTER OF A SUIT, ANY AND ALL ACTIONS AND PROCEEDINGS ARISING OUT OF OR RELATIVE TO THE CONTRACT (INCLUDING ANY ARBITRATION IN TERMS THEREOF) SHALL LIE ONLY IN THE COURT OF COMPETENT CIVIL/TERRITORIAL JURISDICTION IN THIS BEHALF AT VISAKHAPATNAM AND ONLY THE SAID COURTS(S) SHALL HAVE JURISDICTION TO ENTERTAIN AND TRY ANY SUCH ACTION(S) AND/OR PROCEEDING(S) TO THE EXCLUSION OF ALL OTHER COURTS.

**24. NO OVERDUE INTEREST,** WHATSOEVER THE REASON, WILL BE PAYABLE BY BHEL TO EITHER SUPPLIER OR HIS BANKERS

**25. TECHNO COMMERCIALY QUALIFIED VENDORS' CREDENTIALS** WILL BE SUBMITTED TO CUSTOMER/CONSULTANT, IF REQUIRED FOR THEIR APPROVAL AND THEIR OFFERS WILL BE CONSIDERED FOR PRICE BID OPENING/ REVERSE AUCTION SUBJECT TO CUSTOMER /CONSULTANT APPROVAL FOR THE TENDER. BIDDER SHALL SUBMIT THEIR CREDENTIALS AND COMPANY DETAILS ALONG WITH TECHNICAL OFFERS.

**26. FRAUD PREVENTION POLICY:** THE BIDDER ALONG WITH ITS ASSOCIATE/ COLLABORATORS/ SUB-CONTRACTORS/ SUB-VENDORS/ CONSULTANTS/ SERVICE PROVIDERS SHALL STRICTLY ADHERE TO BHEL FRAUD PREVENTION POLICY DISPLAYED ON BHEL WEBSITE [HTTP://WWW.BHEL.COM](http://www.bhel.com) AND SHALL IMMEDIATELY BRING TO THE NOTICE OF BHEL MANAGEMENT ABOUT ANY FRAUD OR SUSPECTED FRAUD AS SOON AS IT COMES TO THEIR NOTICE."

**27. LINKING UP OF OLD ISSUES:** IN CASE IF YOU HAVE ANY OUTSTANDING PROBLEM WITH EARLIER SUPPLIES, YOU SHOULD NOT LINK UP AGAINST THIS ENQUIRY OR PO AT LATER STAGES.

**28. HOLIDAY/SUSPENSION/BANNING LIST/NEGATIVE LIST:**

OFFERS FROM FOLLOWING TYPES OF BIDDERS WILL NOT BE ACCEPTED.

- WHO ARE IN THE HOLIDAY/ SUSPENSION /BANNING LIST / NEGATIVE LIST OF ANY PSU/GOVT. AUTHORITY ON DUE DATE OF SUBMISSION OF BID / DURING THE PROCESS OF EVALUATION OF THE BIDS, THE OFFERS OF SUCH BIDDERS SHALL NOT BE CONSIDERED FOR BID OPENING/EVALUATION/AWARD (PROFORMA OF DECLARATION OF BLACK LISTING / HOLIDAY LISTING ATTACHED FOR SUBMISSION BY BIDDER).
- WHO ARE UNDER LIQUIDATION, COURT RECEIVERSHIP OR SIMILAR PROCEEDINGS, BIDDER SHALL SUBMIT A SELF-CERTIFICATE STATING THAT THEY ARE NOT UNDER LIQUIDATION, COURT RECEIVERSHIP OR SIMILAR PROCEEDINGS. FAILURE TO DO SO OR THE BIDDER IS UNDER COURT RECEIVERSHIP OR SIMILAR PROCEEDINGS, THEIR BIDS SHALL NOT BE CONSIDERED (PROFORMA FOR DECLARATION ON NCLT/NCLAT/DRT/DRAFT/COURT RECEIVERSHIP/LIQUIDATION ATTACHED FOR SUBMISSION BY BIDDER).

**29. CONFLICT OF INTEREST AMONG BIDDERS/AGENTS**

- "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:
  - THEY HAVE CONTROLLING PARTNER(S) IN COMMON; OR
  - THEY RECEIVE OR HAVE RECEIVED ANY DIRECT OR INDIRECT SUBSIDY/FINANCIAL STAKE FROM ANY OF THEM; OR
  - THEY HAVE THE SAME LEGAL REPRESENTATIVE/AGENT FOR PURPOSE OF THIS BID; OR
  - 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
  - BIDDER PARTICIPATES IN MORE THAN ONE BID IN THIS BIDDING PROCESS. PARTICIPATION BY BIDDER IN MORE THAN ONE BID WILL RESULT IN THE DISQUALIFICATION OF ALL BID 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
  - IN CASE 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 AUTHORISE ONLY ONE AGENT/DEALER. THERE CAN BE ONLY ONE BID FROM THE FOLLOWING
    - THE PRINCIPAL MANUFACTURER DIRECTLY OR THROUGH ONE INDIAN AGENTS ON HIS BEHALF; AND
    - INDIAN/FOREIGN AGENT ON BEHALF OF ONLY ONE PRINCIPAL;
  - OR
  - 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
  - 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. BIDDER MUST PROACTIVELY DECLARE SUCH SISTER/COMMON BUSINESS/MANAGEMENT UNITS IN SAME/SIMILAR LINE OF BUSINESS."

**30. NON-FILER OF INCOME TAX RETURN SHALL BE SUBJECT TO TDS/TCS AT HIGHER RATES (SECTION 206AB AND SECTION 206CCA):**

Ø THE FINANCE ACT 2021 INSERTS THESE SECTIONS TO PROVIDE FOR DEDUCTION AND COLLECTION OF TDS AND TCS AT THE HIGHER RATES IN CASE OF NON-FILERS OF THE INCOME TAX RETURN FOR PRECEDING TWO YEARS (PROVIDED TOTAL TDS DEDUCTED / TCS COLLECTED EXCEEDS RS. 50,000 IN EACH OF THE TWO PRECEDING YEARS). THE RATE OF TDS/TCS SHALL BE AT THE DOUBLE OF THE SPECIFIED RATE OR 5%, WHICHEVER IS HIGHER. THESE PROVISIONS SHALL NOT BE APPLICABLE WHERE THE TAX IS REQUIRED TO BE DEDUCTED UNDER SECTIONS 192, 192A, 194B, 194BB, 194LBC OR 194N OF THE ACT. (W.E.F. 1ST DAY OF JULY 2021) OTHER CLAUSES LIKE TENDER EVALUATION, LD, FIRM PRICE ETC., SHALL BE AS GEM GENERAL TERMS AND CONDITIONS.

**31. NEW PROVISION (SECTION 194Q) REGARDING DEDUCTION OF TAX AT SOURCE @ 0.1% ON PURCHASE OF GOODS FROM RESIDENT:**

Ø NEW SECTION 194Q IS INSERTED FOR DEDUCTION OF TDS BY A PERSON (WHOSE TURNOVER EXCEEDS RS. 10 CRORES) WHO IS PAYING ANY SUM TO ANY RESIDENT FOR PURCHASE OF ANY GOODS OF THE VALUE EXCEEDING RS. 50 LAKHS IN ANY PREVIOUS YEAR. THIS PROVISION SHALL NOT BE APPLICABLE WHERE TAX IS DEDUCTIBLE UNDER ANY OTHER PROVISION OF I.T ACT OR WHERE TAX IS COLLECTIBLE UNDER THE PROVISIONS OF SECTION 206C OTHER THAN A TRANSACTION TO WHICH SUB-SECTION (1H) OF SECTION 206C APPLIES. THE TAX SHALL BE DEDUCTED AT THE RATE OF 0.1%, WHICH SHALL BE INCREASED TO 5% IF THE SELLER DOES NOT PROVIDE HIS PAN. (W.E.F. 1ST DAY OF JULY 2021).

**32.** ALL OTHER CLAUSES LIKE TENDER EVALUATION, LD, FIRM PRICE ETC., SHALL BE AS GEM GENERAL TERMS AND CONDITIONS.

**33.** NOTE: APART FROM ABOVE, ALL OTHER COMPREHENSIVE DETAILS ARE AVAILABLE IN THE GEM TERMS AND CONDITIONS, WHICH IS SUBJECT TO REVISION OVER THE TIME. IN CASE OF ANY VOID/LOOP/CONFLICT ABOUT TERMS AND CONDITIONS, GEM TERMS AND CONDITIONS SHALL BE FOLLOWED.

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## **Disclaimer/अस्वीकरण**

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.

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.

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

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./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।

**---Thank You/धन्यवाद---**