

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-06-2023 20:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-06-2023 20:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (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	10210015-pser
Total Quantity/कुल मात्रा	47
Item Category/मद केटेगरी	SS EQUAL TEE SMLS (Q3) , FLANGE (Q3) , SS EQUAL TEE ERW (Q3) , 90 DEG ELBOW ERW (Q3) , 90DEG ELBOW SMLS (Q3)
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	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (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	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	90 DEG ELBOW ERW
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	
Payment Timelines	Payments shall be made to the Seller within 45 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)
Evaluation Method/मूल्यांकन पद्धति	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 to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY.

2. 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.

3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting

bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- 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

SS EQUAL TEE SMLS (1 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	Mridul Kumar Taisum	825321,3 X 660 MW, NORTH KARANPURA SUPER THERMAL POWER PROJECT NTPC, TANDWA, DIST CHATRA, JHARKHAND	1	15

FLANGE (8 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	Mridul Kumar Taisum	825321,3 X 660 MW, NORTH KARANPURA SUPER THERMAL POWER PROJECT NTPC, TANDWA, DIST CHATRA, JHARKHAND	8	15

SS EQUAL TEE ERW (1 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	Mridul Kumar Taisum	825321,3 X 660 MW, NORTH KARANPURA SUPER THERMAL POWER PROJECT NTPC, TANDWA, DIST CHATRA, JHARKHAND	1	15

90 DEG ELBOW ERW (19 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	Mridul Kumar Taisum	825321,3 X 660 MW, NORTH KARANPURA SUPER THERMAL POWER PROJECT NTPC, TANDWA, DIST CHATRA, JHARKHAND	19	15

90DEG ELBOW SMLS (18 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	Mridul Kumar Taisum	825321,3 X 660 MW, NORTH KARANPURA SUPER THERMAL POWER PROJECT NTPC, TANDWA, DIST CHATRA, JHARKHAND	18	15

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

1. Generic

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

2. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.

d. Copy of EFT Mandate duly certified by Bank.

3. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

PRE QUALIFYING CRITERIA

JOB	Supply of SS fittings for 3x660 MW units at North Karanpura Super Thermal Power Project, Jharkhand.
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SL NO.	CRITERIA
A.	FINANCIAL
1.0 (a)	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER INR 73035 DURING THE LAST 3 (THREE) YEARS, ENDING ON 31-03-2022.
(b)	BIDDER MUST HAVE SUBMITTED AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR LAST THREE FINANCIAL YEARS ENDING ON 31-03-2022 NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.
(c)	IN CASE AUDITED BALANCE SHEET AND PROFIT AND LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THREE YEARS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.
(d)	IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY , THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.
B.	TECHNICAL

1.0	<p>BIDDER SHOULD HAVE EXPERIENCE OF SUPPLYING SS F ITTINGS MINIMUM 15 NOS. TO ANY GOVT. / PSU/ REPUT ED ORGANISATION IN LAST THREE YEARS ENDING ON L ATEST DUE DATE OF SUBMISSION OF OFFER.</p> <p>RELEVANT DOCUMENTS IN SUPPORT OF ABOVE SHALL BE SUBMITTED BY THE BIDDER.</p>
2.0	<p>BIDDER SHOULD HAVE VALID PAN.</p> <p>RELEVANT DOCUMENT IN SUPPORT OF ABOVE SHALL B E SUBMITTED.</p>
3.0	<p>CONSORTIUM / JV BIDDING IS NOT ALLOWED.</p>
C.	GENERAL CLAUSES
1.0	<p>THE BIDDER WHO MEETS THE ABOVE PRE-QUALIFICATI ON CRITERIAN CAN ONLY PARTICIPATE IN THE TENDER.</p>
2.0	<p>BIDDERS QUOTING IN INDIAN CURRENCY (INR) ONLY SHA LL BE QUALIFIED.</p>
3.0	<p>BIDDER MUST NOT BE UNDER BANKRUPTCY CODE PRO CEEDINGS (IBC) BY NCLT OR UNDER LIQUIDATION / BIF R, WHICH WILL RENDER HIM INELIGIBLE FOR PARTICIPA TION IN THIS TENDER, AND SHALL SUBMIT UNDERTAKI NG TO THIS EFFECT.</p>

4.0	<p>EXISTING VENDOR /CONTRACTOR DEPLOYED BY BHEL AS PER PURCHASE ORDER NO.- PSER:SCT:NKP-M1699:17:PO:5559 dated 16-03-2017 FOR -</p> <p>“Design, engineering, manufacturing, supply of CPU System along with pre-filters and two nos external regeneration system for 3x660 MW North Karanpura Super Thermal Power Project, Jharkhand.”,</p> <p>SHALL NOT BE ALLOWED TO PARTICIPATE IN THE SUBJECT TENDER.</p> <p>EXISTING CONTRACTOR WILL INCLUDE:</p> <p>a) IN CASE EXISTING CONTRACTOR IS THE SOLE PROPRIETORSHIP FIRM, ANY SOLE PROPRIETORSHIP FIRM OWNED BY SAME SOLE PROPRIETOR</p> <p>b) IN CASE EXISTING CONTRACTOR IS THE PARTNERSHIP FIRM, ANY FIRM COMPRISING OF SAME PARTNERS / SOME OF THE SAME PARTNERS (BUT NOT INCLUDING ANY NEW PARTNER) OR SOLE PROPRIETORSHIP FIRM OWNED BY ANY PARTNER(S) AS A SOLE PROPRIETOR.</p>
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Technical Specifications

SL. NO	ITEM DESCRIPTION	SPECIFICATION	QTY (Nos)
1.	ELBOW	ASME B16.9 ASTM A 403WP.304 CL.W 90 DEG ELBOW ERW -125 NB -S40	19
2.	ELBOW	ASME B16.9 ASTM A 403WP.304 CL.W 90 DEG ELBOW SMLS -125 NB -S40	18
3.	EQUAL TEE	ASME B16.9 ASTM A 403WP.304 CL.W SS EQUAL ERW TEE -125 NB -S40	1
4.	EQUAL TEE	ASME B16.9 ASTM A 403WP.304 CL.W SS EQUAL SMLS TEE -125 NB -S40	1

5.	FLANGE	ASME B16.5 ASTM A 182F.304 FLANGE -1 25 NB SOFF -150#	8
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Scope & Special Conditions of Contract (SCC)

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1	<p><u>EVALUATION & AWARDDING CRITERIA:</u></p> <p>Total FOR Price inclusive of taxes (GST)</p> <p>Offer validity shall be for a period of 6 months.</p>
2	<p>SCOPE OF WORK</p> <p>The scope covers design, engineering, manufacturing, inspection, testing at manufacturer's / works, proper packing, transportation to site including freight, etc of SS fittings for 3x660 MW units at North Karanpura Super Thermal Power Project, Jharkhand.</p> <p>All materials should be accompanied with guarantee certificate, manufacturers test certificate and dispatch clearance from BHEL.</p>
3	<p>MATERIAL DESPATCH CLEARANCE CERTIFICATE (MDC C)</p>
	<p>Dispatch clearance will be issued by BHEL representative prior to dispatch. In case the tests are not witnessed by BHEL/ owner's representative, vendor should submit their test certificates to BHEL.</p> <p>Materials should be directly dispatched by bidder from manufacturer works to NKP project site.</p>
4	<p>COMPLETION PERIOD</p> <p>All the times (SS fittings) to be delivered within 15 days from the date of issuance of Purchase order.</p>
5	<p>Payment Terms:</p>

	<p>100 % of basic price shall be released within 45 days against receipt of materials at North Karanpura Site on submission of following documents:</p> <ul style="list-style-type: none"> o Invoice / GST compliance tax invoice in original o LR / RR (consignee copy). o Packing list. o BHEL / customer MDCC enclosing QS note, inspection & test certificate, wherever applicable <p>Applicable GST portion of invoice shall be released only upon,</p> <ul style="list-style-type: none"> o Such invoice appearing in GSTR-2A/2B of BHEL on filing of valid returns by vendor as per GST law within time line prescribed for availing ITC by BHEL, and o Receipt of Goods / services and Tax Invoice by BHEL, and o Confirmation of payment of GST thereon by vendor on GSTN Portal. o Payment shall be made by BHEL site office within 30 days of receipt of invoice subject to its completeness in all respects as per BHEL's procedure.
6	<p>Consignee address:</p> <p>MRIDUL KUMAR TAISUM/DGM C/o CONSTRUCTION MANAGER BHEL SITE OFFICE 3X660 MW NTPC NORTH KARANPURA PROJECT SITE OFFICE:TANDWA , P.O-TANDWA DIST-CHATRA, JHARKHAND PIN-825321</p>
7	<p>Guarantee:</p> <p>Guarantee of the supplied SS fittings for a period of 12 months from the date of commissioning or 18 months from the date of receipt at NKP site whichever period shall be earlier.</p>

8	PAYING AUTHORITY:
	MRINAL MONDAL/DM C/o Construction Manager, BHEL site office, 3X660 MW North Karanpura Super Thermal power Project, Jharkhand.
9	Insurance
	Transit Insurance is in BHEL scope.
10	Liquidated Damages
	Subject to force majeure, If vendor fails to complete the job as per aforesaid completion/delivery period, BHEL shall have the right to recover as liquidated damages (LD) a sum equivalent to 0.5 % of the order value for delay of each week or part thereof. The liability for delay shall not in any case exceed 10 % (ten percent) of the order value. For this purpose, the period of delay shall be the delay attributable to vendor for completion of job as per contract. In case of LD recovery, the applicable GST shall also be recovered from vendor.
11	INTEREST BEARING RECOVERABLE ADVANCE/ MOBILISATION ADVANCE/ OVERRUN COMPENSATION (ORC) / PVC/ REVISION ON ACCEPTED RATE
	NA.
12	PERFORMANCE BANK GUARANTEE (PBG) & SECURITY DEPOSIT (SD):
	NA.
13	QUANTITY VARIATION
	NA
14	TAXES, DUTIES ETC:

14.1	<p>Bidder's quoted/ accepted rates/ price shall be inclusive of all taxes including GST, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract.</p> <p>Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. However, any increase of GST subsequent to due date of offer submission as per NIT/GeM Bid Document & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL.</p> <p>Benefit of any decrease of taxes including GST, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract; subsequent to due date of offer submission as per NIT/GeM Bid Document & TCN, by statutory authority shall be passed on to BHEL.</p>
14.2	DELETED
14.3	<p>Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract .</p> <p>Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.</p>
14.4	Since GST on output will be paid by BHEL as enumerated above, bidder's your quoted rates / price should be after considering the Input Credit under GST law at bidder's end.
14.5	TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.
14.6	TDS under GST shall be deducted as per prevailing GST rules from the bills.
14.7.1	You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.

14.7.2	In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.
14.7.2.1	TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.
14.7.2.2	Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.
14.7.2.3	You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.
14.7.3	<p>In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted alongwith each invoice: -</p> <p>“I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act, 1961, on this bill.</p>
14.7.4	In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.
14.7.5	You shall comply with all statutory amendment/notifications in this respect.
14.8	<p>Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following.</p> <p>BHEL GSTN - 20AAACB4146P5ZP</p> <p>Name - BHARAT HEAVY ELECTRICALS LIMITED</p> <p>Address - Shall be intimated later.</p>

14.9	<p>Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances.</p> <p>Portal address and Email address – Shall be intimated later .</p> <p>Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.</p>
14.10	<p>In case of delay in submission of above mentioned documents on the date of despatch, BHEL may incur penalty/ interest for not adhering to Invoicing Rules under GST Law.</p> <p>The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.</p>
14.11	<p>In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.</p>
14.12	<p>Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice.</p> <p>If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after despatch.</p>
14.13	<p>Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non receipt of goods and / or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.</p>

14.14	<p>Successful bidder shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act, and the same is available to BHEL in FORM GSTR-2B electronically through the common portal.</p> <p>Bidder shall note that in case of delay in declaring such invoice in your 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 the successful bidder along with interest levied / leviable on BHEL.</p>
14.15	<p>Successful bidder to arrange for e-waybill for any movement of goods for the execution of the contract.</p> <p>Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit / Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.</p>
14.16	<p>Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT/ GeM Bid Document & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.</p>
14.17	<p>Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.</p>

NOTE: For any clarification, the bidder may seek the same in writing, through e-mail for seeking clarification, from the office of the undersigned.

Details of contact person(s):

Name	Anish kumar	Animesh Bhakta
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Dept	SCT Dept, BHEL PSER, Kolkata	SCT Dept, BHEL PSER, Kolkata
Address	DJ-9/1, Sector – II, Salt Lake , Kolkata – 700091	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700091
Phone	033-2339 8235	033-2339 8226
Email	k.anish@bhel.in	abhakta@bhel.in
FAX	033-2321 1960	033-2321 1960

4. Buyer Added Bid Specific ATC

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

5. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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---