



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023/B/3529104 Dated/दिनांक : 06-06-2023

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-06-2023 14:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	16-06-2023 14:30:00	
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	570	
Item Category/मद केटेगरी	SPIRAL WOUND METALLIC GASKET	
BOQ Title/बीओक्यू शीर्षक	Spiral Wound Metallic Gasket	
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), 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/बिंड से रिवर्स नीलामी सक्रिय किया	Yes	
RA Qualification Rule	H1-Highest Priced Bid Elimination	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Primary product category	SPIRAL WOUND METALLIC GASKET	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	

Bid Details/बिड विवरण		
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	
Payment Timelines	Payments shall be made to the Seller within <b>45</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)	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	

# EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
required/silataa/til	140

## 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

		1
MII Purchase Preference/एमआईआई खरीद वरीयता	No	

## **Details of the Competent Authority for MII**

Name of Competent Authority	R. GUPTA	
Designation of Competent Authority	DIRECTOR	
Office / Department / Division of Competent Authority	GOI, DPIIT	
CA Approval Number	P-45021/2/2017-PP (BE-II)	
Competent Authority Approval Date	16-09-2020	
Brief Description of the Approval Granted by Competent Authority	It's not mandatory for value less than 5 lac as per cl no 4 of PPP-MII order No P-45021/2/2017-PP (BE-II) dtd 04th June, 2020	

Competent Authority Approval for not opting Make In India Preference : <u>View Document</u>

# 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 OUANTITY.
- 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:
  - i. If number of technically qualified bidders are only 2 or 3.
  - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
  - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
  - iv. 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
  - v. 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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

Consignee S.No./क्र. सं. परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
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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	21

Technical Specifications/तकनीकी विशिष्टियाँ

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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	9	21

## **SPIRAL WOUND METALLIC GASKET**

Technical Specifications/तकनीकी विशिष्टियाँ

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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	6	21

## **SPIRAL WOUND METALLIC GASKET**

Technical Specifications/तकनीकी विशिष्टियाँ

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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	36	21

## **SPIRAL WOUND METALLIC GASKET**

Technical Specifications/तकनीकी विशिष्टियाँ

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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	60	21

#### **SPIRAL WOUND METALLIC GASKET**

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन	
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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	36	21

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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	48	21

# **SPIRAL WOUND METALLIC GASKET**

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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	132	21

## **SPIRAL WOUND METALLIC GASKET**

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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	24	21

#### **SPIRAL WOUND METALLIC GASKET**

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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	6	21

#### **SPIRAL WOUND METALLIC GASKET**

Technical Specifications/तकनीकी विशिष्टियाँ

<b>Specification Docume</b>	nt	View File
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
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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	84	21

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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	60	21

## **SPIRAL WOUND METALLIC GASKET**

## Technical Specifications/तकनीकी विशिष्टियाँ

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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	51	21

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

# 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

## **PRE QUALIFYING CRITERIA**

ЈОВ	Supply of Metallic Gasket for CPU System at 3x660 MW North Karanpura S uper Thermal Power Project, Jharkhand.	
SL NO.	CRITERIA	
Α.	FINANCIAL	

1.0 (a)	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER INR 9416 0 DURING THE LAST 3 (THREE) YEARS, ENDING ON 31-03-2022.
(b)	BIDDER MUST HAVE SUBMITTED AUDITED BALANCE SHEET AND PROFIT & LOSS ACC OUNT 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 FINAN CIAL 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, THE N INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQ UIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.
В.	TECHNICAL
1.0	BIDDER SHOULD HAVE EXPERIENCE OF SUPPLYING SPIRAL WOUND METALLIC GASK ET MINIMUM 171 NOS. TO ANY GOVT. / PSU/ REPUTED ORGANISATION IN LAST THRE E YEARS ENDING ON LATEST DUE DATE OF SUBMISSION OF OFFER.
	RELEVANT DOCUMENTS IN SUPPORT OF ABOVE SHALL BE SUBMITTED BY THE BIDD ER.
2.0	BIDDER SHOULD HAVE VALID PAN.
	RELEVANT DOCUMENT IN SUPPORT OF ABOVE SHALL BE SUBMITTED.
3.0	CONSORTIUM / JV BIDDING IS NOT ALLOWED.
c.	GENERAL CLAUSES
1.0	THE BIDDER WHO MEETS THE ABOVE PRE-QUALIFICATION CRITERIAN CAN ONLY PAR TICIPATE IN THE TENDER.
2.0	BIDDERS QUOTING IN INDIAN CURRECY (INR) ONLY SHALL BE QUALIFIED.
3.0	BIDDER MUST NOT BE UNDER BANKRUPTCY CODE PROCEEDINGS (IBC) BY NCLT OR UNDER LIQUIDATION / BIFR, WHICH WILL RENDER HIM INELIGIBLE FOR PARTICIPATION IN THIS TENDER, AND SHALL SUBMIT UNDERTAKING TO THIS EFFECT.

4.0	EXISTING VENDOR /CONTRACTOR DEPLOYED BY BHEL AS PER PURCHASE ORDER NO
	PSER:SCT:NKP-M1699:17:PO:5559 dated 16-03-2017 FOR -

"Design, engineering, manufacturing, supply of CPU System along with pre-filters an d two nos external regeneration system for 3x660 MW North Karanpura Super Ther mal Power Project, Jharkhand.",

SHALL NOT BE ALLOWED TO PARTICIPATE IN THE SUBJECT TENDER.

#### **EXISTING CONTRACTOR WILL INCLUDE:**

- a) IN CASE EXISTING CONTRACTOR IS THE SOLE PROPRIETORSHIP FIRM, ANY SOLE PROPRIETORSHIP FIRM OWNED BY SAME SOLE PROPRIETOR
- b) IN CASE EXISTING CONTRACTOR IS THE PARTNERSHIP FIRM, ANY FIRM COMPRISIN G OF SAME PARTNERS / SOME OF THE SAME PARTNERS (BUT NOT INCLUDING ANY N EW PARTNER) OR SOLE PROPRIETORSHIP FIRM OWNED BY ANY PARTNER(S) AS A SO LE PROPRIETOR.

# **Technical Specifications**

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SL NO	ITEM TITLE	ITEM DESCRIPTION	Item Qu antity	Unit of Me asurement
1	SPIRAL WOUN D METALLIC G ASKET	SS304 WITH GRAPHITE FILLER AND CS OU TER RING-4.5T-DN15-300 CLASS, AS PER B 16.20	18	Nos
2	SPIRAL WOUN D METALLIC G ASKET	SS304 WITH GRAPHITE FILLER AND CS OU TER RING-4.5T-DN25-300 CLASS, AS PER B16.20	9	Nos
3	SPIRAL WOUN D METALLIC G ASKET	SS316 WITH GRAPHITE FILLER CS OUTER R ING - 3.2TK-DN50-300 CLASS, AS PER B16 .20	6	Nos
4	SPIRAL WOUN D METALLIC G ASKET	SS304 WITH GRAPHITE FILLER AND CS OU TER RING-4.5T-DN50-600 CLASS, AS PER B16.20	36	Nos
5	SPIRAL WOUN D METALLIC G ASKET	SS304 WITH GRAPHITE FILLER AND CS OU TER RING-4.5T-DN80-600 CLASS, AS PER B16.20	60	Nos
6	SPIRAL WOUN D METALLIC G ASKET	SS304 WITH EXPANDED GRAPHITE FILLER , CS OUTER RING AND SS 304 INNER RING- 4.5T-DN150-300 CLASS , AS PER B16.20	36	Nos
7	SPIRAL WOUN D METALLIC G ASKET	SS304 WITH GRAPHITE FILLER AND CS OU TER RING-4.5T-DN150-600 CLASS, AS PER B16.20	48	Nos

8	SPIRAL WOUN D METALLIC G ASKET	SS304 WITH GRAPHITE FILLER AND CS OU TER RING-4.5T-DN250-600 CLASS, AS PER B16.20	132	Nos
9	SPIRAL WOUN D METALLIC G ASKET	SS304 WITH GRAPHITE FILLER AND CS OU TER RING-4.5T-DN350-300 CLASS, AS PER B16.20	24	Nos
10	SPIRAL WOUN D METALLIC G ASKET	SS304 WITH GRAPHITE FILLER AND CS OU TER RING-4.5T-DN40-600 CLASS, AS PER B 16.20	6	Nos
11	SPIRAL WOUN D METALLIC G ASKET	SS304 WITH GRAPHITE FILLER AND CS OU TER RING-4.5T-DN100-600 CLASS, AS PER B16.20	84	Nos
12	SPIRAL WOUN D METALLIC G ASKET	SS304 WITH GRAPHITE FILLER AND CS OU TER RING-4.5T-DN350-600 CLASS, AS PER B16.20	60	Nos
13	SPIRAL WOUN D METALLIC G ASKET	SS304 WITH GRAPHITE FILLER AND CS OU TER RING-4.5T-DN450-600 CLASS, AS PER B16.20	51	Nos

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# **Special Conditions of Contract**

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1	<b>EVALUATION &amp; AWARDING CRITERIA:</b>		
	Total FOR Price inclusive of taxes (GST)		
	Offer validity shall be for a period of 6 months.		
2	SCOPE OF WORK		
	The scope covers design, engineering, manufacturing, inspection, te sting at manufacturer's / works, proper packing, transportation to sit e including freight, etc of Spiral wound metallic gasket for 3x660 MW units at North Karanpura Super Thermal Power Project, Jharkhand.		
	All materials should be accompanied with guarantee certificate, man ufacturers test certificate .		
3	MATERIAL DESPATCH CLEARANCE CERIFICATE (MDCC)		

	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.
	Materials should be directly dispatched by bidder from manufacturer works to NKP project site.
4	COMPLETION PERIOD
	All Spiral wound metallic gasket under scope of supply is to be delive red within 3 weeks from the date of PO.
5	Payment Terms:
	100 % of basic price shall be released within 45 days against receipt of materials at North Karanpura Site on submission of following documents:
	o Invoice / GST compliance tax invoice in original.
	o LR / RR (consignee copy).
	o Packing list.
	o BHEL / customer MDCC enclosing QS note, inspection & t est certificate, wherever applicable
Appli	cable GST portion of invoice shall be released only upon,
	o Such invoice appearing in GSTR-2A/2B of BHEL on filling o f 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 GS TN 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	Consignee address:

	CONSTRUCTION MANAGER  BHEL SITE OFFICE  3X660 MW NTPC NORTH KARANPURA PROJECT  SITE OFFICE: TANDWA, P.O-TANDWA  DIST-CHATRA, JHARKHAND  PIN-825321
7	Guarantee:
	Guarantee of the supplied Spiral wound metallic gasket 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.
8	PAYING AUTHORITY:
	Construction Manager, BHEL site office, 3X660 MW North Karanpura Super Thermal power Project, Jharkhand.
9	Insurance
	Transit Insurance is in BHEL scope.
10	LD:
	Subject to force majeure, If vendor fails to complete the job as per af oresaid completion/delivery period, BHEL shall have the right to reco ver as liquidated damages (LD) a sum equivalent to 0.5 % of the ord er 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. F or 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 fro m 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	Bidder's quoted/ accepted rates/ price shall be inclusive of all taxes i ncluding GST, Charges, Royalties, any State or Central Levy and othe r taxes for materials if any obtained for the work and for execution of the contract.
	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.
	Benefit of any decrease of taxes including GST, Charges, Royalties, a ny State or Central Levy and other taxes for materials if any obtaine d for the work and for execution of the contract; subsequent to due d ate of offer submission as per NIT/GeM Bid Document & TCN, by stat utory authority shall be passed on to BHEL.
14.2	DELETED
14.3	Successful bidder shall furnish proof of GST registration with GSTN P ortal covering the services under this contract.
	Registration should also bear endorsement for the premises from wh ere the billing shall be done by successful bidder on BHEL for this pro ject / work.
14.4	Since GST on output will be paid by BHEL as enumerated above, bidd er's your quoted rates / price should be after considering the Input C redit under GST law at bidder's end.

14.5	TDS under Income Tax Act shall be deducted as per prevailing IT rule s from the bills.
14.6	TDS under GST shall be deducted as per prevailing GST rules from th e bills.
14.7.1	You may collect TCS under section 206C(1H) of Income Tax Act, 196 1 if applicable.
14.7.2	In case, you collect TCS under section 206C(1H) of Income Tax Act, 1 961, 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 calculat ed should be specified clearly in the invoice.
14.7.2. 3	You shall be required to submit certificate of TCS in Form no. 27D wit hin 15 days from the due date for furnishing the statement of tax collected at the source.
14.7.3	In case, you do not collect TCS under section 206C(1H) of Income Ta x Act, 1961, following declaration is to be submitted alongwith each i nvoice: -
	"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.
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 Gove rnment, 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 r espect.

14.8	Bidder shall note that GST Tax Invoice complying with GST Invoice R ules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following.
	BHEL GSTN - 20AAACB4146P5ZP
	Name - BHARAT HEAVY ELECTRICALS LIMITED
	Address - Shall be intimated later.
14.9	Successful bidder to intimate immediately on the day of removal of g oods (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 follo wing communication mode for enabling BHEL to meet its GST related compliances.
	Portal address and Email address - Shall be intimated later.
	Specific details of above shall be intimated to successful bidder by B HEL at appropriate juncture.
14.10	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.
	The same will be liable to be recovered from successful bidder, in ca se such delay is not attributable to BHEL.
14.11	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.
14.12	Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice.
	If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after despatch.
14.13	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 o f the timeline prescribed in GST Law for availing such ITC, or any oth er 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.

14.14	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 a vailable to BHEL in FORM GSTR-2B electronically through the common portal.
	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 success ful bidder along with interest levied / leviable on BHEL.
14.15	Successful bidder to arrange for e-waybill for any movement of good s for the execution of the contract.
	Successful bidder has to make their own arrangement at their cost fo r completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the w orks 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.
14.16	Any new taxes & duties, if imposed subsequent to due date of offer s ubmission as per NIT/ GeM Bid Document & TCN, by statutory author ity 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.
14.17	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.

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

Details of contact person(s):

Name	Ujjwal Howlader	Animesh Bhakta
Dept	SCT Dept, BHEL PSER, Kolkata	SCT Dept, BHEL PSER, Kolkata

Address	DJ-9/1, Sector - II, Salt Lake, Kolk ata - 700091	DJ-9/1, Sector - II, Salt Lake, Kol kata - 700091
Phone	033-2339 8229	033-2339 8226
Email	ujjwalh@bhel.in	abhakta@bhel.in
FAX	033-2321 1960	033-2321 1960

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#### 2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

#### 3. 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.

#### 4. 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 %.

#### 5. 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.

#### 6. Generic

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

#### 7. 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.

#### 8. 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.

#### 9. 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.

## 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	