



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3553486
Dated/दिनांक : 10-06-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	20-06-2023 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	20-06-2023 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (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	10140027-hpbp Trichy
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	Utility Vehicles (Version 2) (Q1)
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	OEM Authorization Certificate,Additional Doc 1 (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	50% Lowest Priced Technically Qualified Bidders
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

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)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	40000

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Sr.Engineer/MMCE
10140027-HPBP Trichy, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Hari R)

Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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 .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. 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.

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

4. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Utility Vehicles (Version 2) (1 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Certification	Vehicle Certification	ARAI, VRDE, ICAT Or higher
Generic Parameters	Description of store	A vehicle used for carriage of passengers, comprising, not more than Eight seats for M1, not more than fourteen seats for M2 and not more than Six seats for N1 in addition to the driver's seat.

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Type of automotive vehicles as per IS:14272:2011 latest	N1
	TYPE OF BODY	Pick -up
	Vehicle Engine Capacity (cc)	2179.0 Or higher
	Vehicle Emission Compliance	BS-VI
	Type of Fuel	Diesel
	Vehicle Colour type	Solid, Metallic, Both solid and metallic
	Colour of the vehicle	White
	Vehicle Mileage (declared by OEM as certified by Test Agency under Rule 115of CMVR 1989) (in KM/Litre)	10.76 - 50.0 Or higher
	Engine Gradeability (Degree)	10.3, 11, 11.8, 12
	Air Conditioning	Without
	Engine BHP	75.0 Or higher
	Engine Torque (Max) (N-m)	200, 250
	Number of Cylinders in Engine	4.0 - 10.0 Or higher
	Type Of Vehicle Body	Chassis Frame
	Seating Capacity(Nos)	2, 5
	Fuel Tank Capacity (Ltrs)	52.0 - 150.0 Or higher (liter)
	Ground Clearance (mm)	160.0 Or higher (millimeter)
	Wheel Base	3014.0 - 5000.0 Or higher (millimeter)
	Boot Space (Ltrs)	0.0 - 2000.0 Or higher (liter)
	Kerb Weight	1700.0 - 5000.0 Or higher (kilogram)
	Gross Vehicle Weight	2735.0 - 5000.0 Or higher (kilogram)
	Type of Vehicle Tyre	Tube, Tubeless, Radial, Bias
	Vehicle Transmission System	Manual
	No of Speed/ Forward Gears	5.0 - 10.0 Or higher
	Type of Wheel drive	Two Wheel drive(Front Wheel, Two Wheel Drive(Rear Wheel Or higher
	Drive Axle	Front, Rear, Front and rear Or higher
	Type of Steering	Power Or higher
	Turning Radius (mm)	1.0 - 6750.0 Or lower (millimeter)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Front Vehicle Brake	Disc Brake Or higher
	Vehicle Brake ABS Fitted	Yes, No Or higher
	Rear Vehicle Brake	Drum Brake, Disc Brake Or higher
	Vehicle Air Intake System	TurboCharged
	Driver Airbag	Yes, No Or higher
	Vehicle Gradeability (in Degrees)	10.3 - 50.0 Or higher
Performance Parameters	Warranty Time (Months)	36 Or higher
	Battery Warranty (Months)	12`, 24, 36 Or higher
	Warranty Distance (unlimited during warranty period)	No
	No of Free Services	1 - 20
	Low Fuel warning Light	Yes Or higher
Constructional Parameters	No of Doors (Nos)	2, 4
	Length of Vehicle Body	4859.0, 4800.0, 5120.0, 5350.0, 5375.0 (millimeter)
	Width of Vehicle Body	1700.0, 1755.0, 1860.0 (millimeter)
	Height of Vehicle Body	1810.0, 1855.0, 1830.0, 1873.0 (millimeter)
	Type of Wheel	Simple
	Size of Wheel	380.9997 Or higher (inch)
	Central Locking	Yes, No Or higher
	Co -Driver Airbag	Yes, No Or higher
	Side Airbag Rear	Yes, No Or higher
	Rear seatbelt	Yes, No Or higher
	Leather Seats	Yes, No Or higher
	Day & Night View Mirror	With, Without Or higher

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Hari R	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	1	120

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	MII self declaration View	Vendor shall declare the local content applicable for the item in the format attached dully filled and signed	Utility Vehicles (Version 2)(1)
2	NDA and Non deviatiaion document View	Vendor shall submit the signed document	Utility Vehicles (Version 2)(1)
3	Vendor details View	Bidder should submit the filled document without fail	Utility Vehicles (Version 2)(1)

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.

Special terms and conditions-Version:1 effective from 05-07-2022 for category Utility Vehicles (Version 2)

1. SPECIAL TERMS & CONDITIONS FOR AUTOMOBILES

The following Special Terms and Conditions (STC) will be applicable for the Automobile categories mentioned below for enlisting of products in GeM market and for procurement through Direct Procurement mode only. The STC would supersede the General Terms and Conditions (GTC) in respect of the conditions mentioned below for the below categories: - .

A. Automobile Categories

1. Ambulances - R
2. Automotive Chassis Fitted With Engine
3. Built Up Trucks
4. Buses
5. Cars
6. Tractors
7. Troop Carrier Police Vehicles
8. Two Wheeler-Motor Cycles And Scooters And Mopeds
9. Utility Vehicles
10. Water Truck Cabin Truck With Water Tank

B. Special Terms and Conditions

1. Only manufacturers of the vehicles are allowed to upload their vehicle models in above categories
2. .Manufacturers must give/ensure below mentioned minimum discount on the prevailing MRP across

all locations while enlisting their products on GeM:

Sl.No	Vehicle category	Minimum Discount percentage
1	Tractors	20%
2	Ambulances-R	12%
3	Buses	20%
4	Automotive Chassis Fitted With Engine	15%
5	Built Up Trucks	15%
6	Troop Carrier Police Vehicles	15%
7	Water Truck Cabin Truck With Water Tank	15%
8	Cars	12%
9	Utility Vehicles	12%
10	Two Wheeler- Motor Cycles and Scooters and Mopeds	12%

Seller may also offer additional slab discount for higher quantity .

3. Presently, the portal does not provide for uploading of the same catalogue with different MRP for different locations. Therefore, net prices inclusive of discounts shall be indicated by manufacturers while offering their products on GeM. The seller may quote freight charges extra on per km basis or include freight charges in the total price offered for the catalogue. In both the cases, the seller will indicate applicable freight charges in the catalogue (zero in case freight is inclusive). The vehicle for Defence Buyer will be quoted separately with suffix "Defence" against each model.
4. In the scenario where the freight charges are quoted separately, the freight charges shall be calculated by the seller at the time of invoicing by multiplying distance with freight per KM indicated in contract specification. After supply of vehicles, the seller while submitting the invoice will indicate the freight amount at actuals subject to upper ceiling of freight charges as worked out by multiplying per KM freight charges with distance as mentioned above. The Contract will indicate the total amount inclusive of all taxes only without freight charges. Therefore, while blocking the amount, additional funds in the range of 2% to 14% shall be blocked over and above the total price inclusive of all taxes to cover the fund requirement for freight charges on approximate basis.
5. In the scenario where the freight charges are quoted as zero by the seller in the catalogue and price on the portal are inclusive of freight charges, the Contract will indicate the total amount inclusive of all taxes and freight charges. Therefore, while blocking the amount, buyer may select 0% as the additional funds to be blocked over and above the total price.
6. Seller can decline the order in case the freight charges payable by buyer are less than applicable and incident for this denial of order will not be raised by the buyer and also will not be entertained by GeM. Therefore, buyer is advised to select appropriate percent of freight charges while blocking the funds. However, the payment of freight charges to the seller would be as per actuals and is not linked with percent of funds blocked in lieu of freight charges.
7. Delivery Period shall be 90 days. Delivery period for Built-up Vehicles like Ambulances, TroopCarriers, Water Tankers, Buses and Built-up Trucks shall be 120 days considering extra time

- involved in fabrication. OEMs shall ensure that the prices offered on GeM by them for a particular model is the lowest and no supply shall be made to any Buyer, Government or Private, at a price lower or equal to that of GeM. In case of violation of this, GeM administration will review for removal of the model from GeM including other action as stipulated in General Terms and Conditions of GeM.
8. All manufacturers of Automobiles may upload their vehicles on GeM as per above guidelines. These guidelines are applicable only on GeM and Government Buyers shall utilize the portal for making on-line purchases through GeM.
 9. Ceiling of direct buying as mentioned in GTC will not be applicable for vehicles under above Automobile categories. As such, buyer may go for Direct Purchase even beyond Rs. 25,000/- for these categories. For any bulk purchases, a comparison of rates and discounts may be made for similar vehicles and bidding may be considered as the preferred option.
 10. No Buyer other than Defence Buyer will select vehicle with suffix "Defence". In case Buyer does so, the responsibility for non-supply of vehicle rests with Buyer. Seller can decline the order in this scenario and incident for this denial of order will not be raised by the buyer and also will not be entertained by GeM.
 11. No Government Buyer Central/State/PSU/Autonomous body/Academic Institute/Local Bodies etc. shall place any order at GeM prices outside GeM. Buyers shall note that prices on GeM are only applicable if the procurement is made through GeM portal. Using GeM prices for procurement outside GeM portal is strictly prohibited. Such action will violate the basic principles of transparency and accountability enshrined in GeM.

Note

- a. Even though direct purchase is permitted for the above mentioned categories, buyer may decide to go for bidding as per his requirement.
- b. In case of bidding for the above mentioned automobile categories, buyer is advised to exempt the OEMs from submission of Earnest Money Deposit and Performance Security.
- c. Freight charges shall not be paid as additional amount in case the procurement is done through bidding process since price offered in bidding is on free delivery consignee place basis.

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

1. 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 %.

2. 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.

3. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Bharat Heavy Electricals Limited
payable at
Tiruchirappalli

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

4. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Bharat Heavy Electricals Limited
Account No.

10891588977
IFSC Code
SBIN0001363
Bank Name
STATE BANK OF INDIA
Branch address
HE / KAILASAPURAM, TIRUCHIRAPPALLI, INDIA

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

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.

6. **Purchase Preference (Centre)**

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Delivery term shall be FOR BHEL stores, Trichy inclusive of packing, forwarding, freight and insurance charges.

2. Payment Term: As per GeM Conditions

100% as per GEM terms and Conditions—100% Payment will be released within released within 45/60/90 days of issue of CRAC.

3. GUARANTEE: 36 months from date of supply.

4. Fraud Prevention Policy: 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> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

5. Risk Purchase clause:

a. In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch

within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.

b. The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.

c. The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:

i. from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.

ii. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit

iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

GST on amount recoverable from vendor under Risk Purchase Clause

In accordance with Sec. 7 of CGST Act, 2017, read with clause 5(e) of Schedule II to CGST Act, 2017, amount recovered / recoverable by BHEL from vendor / contractor for non-performance of work as per contract shall be treated as "Supply of service" by BHEL and accordingly GST shall be applicable.

GST shall be applicable on amount being recovered / recoverable from such vendor / contractor. In case only the differential cost is being recovered from new vendor / contractor, GST shall be applicable on same.

As per Sec. 13, read with Sec. 31 of CGST Act, 2017, GST shall be applicable when such recovery against non-performance of work has been determined and accordingly accounted for in Books of Accounts.

6. Cartel Formation: The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). 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, suitable action shall be taken by BHEL as per extant policies/ guidelines.

7. GST Conditions:

Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer.

Dealers under composition scheme should declare that he is a composition dealer supported by the screenshot taken from GSTN portal. The dealer has to submit necessary documents if there is any change in status under GST.

Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) 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), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.

All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

Invoices will be processed only upon completion of statutory requirement and further subject to following:

- Vendor declaring such invoice in their GSTR-1 Return/ IFF
- Receipt of Goods or Services and Tax invoice by BHEL.

As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GSTR-2A/ GSTR-2B).

In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.

In case GST credit is denied to BHEL due to non-receipt or 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 claimed in the invoice shall be disallowed to the vendor.

Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.

Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.

GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 -Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.

8. Conflict of interest: 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:

- a) they have controlling partner (s) in common or b) they receive or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them or
- c) they have the same legal representative/agent for purposes of this bid or
- d) 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
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids 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
- f) In cases 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 authorize only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf and
 2. Indian/foreign agent on behalf of only one principal or
- g) 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

h) 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. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Note:

1. In the event of our customer order covering this tender being cancelled /placed on hold / otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution .

2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL.

3. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.

9. Documents required as in Bid Specific Additional Scope of Work:

01. Covering letter

02. Unpriced offer for Scope of Supply.

03. Specification

04. Certification as per Make in India clause, as per Bid Document.

05. UDYAM certificate copy (if MSE Category)

06. PAN Card copy

07. GST certificate copy

08. GeM Seller ID screenshot (inclusive of Bank details)

09. Vendor Details (Annexure-C)

10. Incident management Policy on GeM:

GeM is a trust based system and self- declaration is the key, along with a strong automated process to penalize any deviant behavior on part of Sellers / Buyers. For this purpose, deviations from the terms and conditions of procurement on GeM, including general terms and conditions, special and additional terms and conditions and any other relevant Government rules and guidelines, are termed as "deviation". A deviation can occur while listing the products on GeM, at pre- contract stage, during bidding or at post contract stage on GeM. The mechanism for reporting and initiating action on such deviation has been detailed in the Incident Management Policy available on GeM portal under Resources. All stakeholders of GeM shall be bound by the actions as detailed in the Incident Management Policy.

All administrative actions under this Incident Management Policy, taken by GeM against any of the stakeholders shall not cause any limitation on the legal and/or contractual remedies including any financial recoveries, available to Buyers/Sellers under the Terms and Conditions of contract and/or GeM policies. In case the Buyer / Seller choose to pursue any of these remedies, GeM shall not be made party to such proceedings / remedial actions taken by Buyer/Seller under the contractual provisions.

If any individual has registered multiple proprietorship concerns as separate seller entities on GeM under different business names (with same PAN), all such Seller entities would be equally impacted by the action taken against any one of such entities for his default / deviation under incident management policy.

All the allied firms, as per definition of DOE's OM number F.1/20/2018PPD dated 02/Nov/2021, will be equally impacted by the action taken against any one of such entities for the default / deviation under Incident Management Policy.

Following is the definition of allied firms: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:

a. Whether the management is common.

- b. Majority interest in the management is held by the partners or directors of banned / suspended firm.
- c. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.
- d. Directly or indirectly controls or is controlled by or is under common control with another bidder.
- e. All successor firms will also be considered as allied firms

11. Guidelines for Suspension of Business Dealings with Suppliers/ Contractors :

For the bid(s) floated on GeM, the action for suspension will be dealt as per above the incident management policy of GeM.

12. Liquidated Damages: If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5 % of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the Total contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

13. Dispatch Clearance: Dispatch of item will be done only after the dispatch clearance provided by BHEL

14. Delivery Period for supply – 120 days from date of PO.

15. Bidder have to quote for firm price as per the specification requirement and Price impact / revision of prices will not be allowed for the bidders after submission of bid in GEM Portal within the validity period

Note:

1. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL.
2. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.
3. Any other Techno – Commercial Terms indicated by the vendor in their offer elsewhere will be ignored. BHEL will proceed with tender evaluation as per GeM general terms and conditions and ATC only.

8. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Manager
WARD-12
High Pressure Boiler Plant
Tiruchirappalli
Tamilnadu

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---