Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023/B/3713908
Dated/दिनांक : 19-07-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	31-07-2023 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	31-07-2023 15:30:00
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	Portable CNC Plasma Cutting System (Q3)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
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,Past Performance,Additional Doc 1 (Requested in ATC),Additional Doc 2 (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
Past Performance/विगत प्रदर्शन	80 %
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

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 **11** 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/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	60000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	27

(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 दस्तावेज़ प्रस्तुत करने है। 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

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
2. 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.
3. 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.
4. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

5. 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.

Portable CNC Plasma Cutting System (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

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download

Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	20%
Number of days allowed for ICT after site readiness communication to seller	10 Days/दिन

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	Hari R	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	1	112

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	PQC/ Part A of technical specification View	Vendor shall submit the document as mentioned in the attachment	Portable CNC Plasma Cutting System(1)
2	Technical Specification View	Vendor shall submit the document as mentioned in the attachment	Portable CNC Plasma Cutting System(1)

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
3	MII self declaration View	Vendor shall submit the document as mentioned in the attachment	Portable CNC Plasma Cutting System(1)
4	NDA and Non deviataion document View	Vendor shall submit the signed document	Portable CNC Plasma Cutting System(1)
5	Bank Guarantee Document View	Formats for submitting PBG after awarding the contract	Portable CNC Plasma Cutting System(1)
6	Vendor details View	Bidder should submit the filled document without fail	Portable CNC Plasma Cutting System(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.

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

1. **Generic**

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

   Manager
   Ward 12
   HPBP
   BHEL
   TRICHY-14
   .

2. **Generic**

   Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

3. **Generic**

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

   a. Copy of PAN Card.

   b. Copy of GSTIN.

   c. Copy of Cancelled Cheque.

   d. Copy of EFT Mandate duly certified by Bank.

4. **Generic**

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

5. **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.

6. **Forms of EMD and PBG**

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

   Bharat Heavy Electricals Limited, Tiruchirappalli
   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.

7. **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.

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. **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.

10. **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. MACHINE PACKING: Rigid packing for all items, all accessories and other supplied items to avoid any damage/loss in transit. When machine is dispatched, If any, all small loose items shall be suitably packed in boxes.

3. Payment Term: As per GeM Conditions

80% -20% as per GEM terms and Conditions—80% Payment will be released within released within 10 days of issue of CRAC.

Balance 20% of value (i.e ICT Portion) will be paid against Final minutes for E&C, jointly signed by Supplier and submission of Performance Bank Guarantee(PBG) within 10 days.

4. DOCUMENTATION: Documentation shall be done as per point no. 4.1 to 4.3 of technical specification.

5. GUARANTEE: The performance of the equipment shall be guaranteed for a period of 24 months from the date of commissioning.

6. e-PERFORMANCE BANK GUARANTEE (e PBG):

The successful vendor shall have to furnish a Bank Guarantee (e PBG) for 10% of the Total PO value (Supply + ICT) within 30 days from the date of PO. If the supplier fails to submit the e PBG within 45 days from the date of PO, BHEL reserves the right to cancel PO and forfeit the EMD if given by the supplier. Additionally, in such case, action will be initiated in line with GeM GTC conditions.

Validity of ePBG shall be from PO date till the completion of Warranty Period of equipment as mentioned in GeM GTC including job proving, performance tests etc. i.e. issue of Final Minutes of Meeting for E&C by BHEL, as prescribed in PO with additional claim period as per GeM GTC.

Validity of ePBG = Delivery period + Transit time of 2 weeks + Erection and Commissioning Period + Warranty Period + claim period.

7. 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.

8. 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 applic able LD as per the Purchase order/contract.

b. The decision of BHEL with regard to the additional expenditure / difference in cost and consequential los ses 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 initiate d 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, amou nt 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 o nly 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 n on-performance of work has been determined and accordingly accounted for in Books of Accounts.

9. 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, spec ifications, 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 ha ving indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

10. GST Conditions:

Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registra tion Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST re gistration, 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 scree n shot taken from GSTN portal. The dealer has to submit necessary documents if there is any change in st atus under GST.

Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall b e 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 n o etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to p arty (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable t axes 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 co de 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 Sm all & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatc h of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before s ubmission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN p ortal (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 th e same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (d etails also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claim s, 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 e xpiry 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 invoice s to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If th ere is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along w ith 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 ap plicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will b e 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 –Centra l Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accept ing the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GST N Portal.

11. Conflict of interest: Conflict of Interest among Bidders/ Agents: A bidder shall not have conflict of intere st with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Pro curing 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 orb) 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 po sition 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 no t 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 age nt cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufa cturer 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 o ne 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 bu siness/ 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 mod ified, 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 tende r 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 Vend or in the execution of any contract to any BHEL project / Unit.

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

01. Covering letter

02. Unpriced offer for Scope of Supply.

03. Filled up and Signed Technical Specification Part-A & B along with supporting documents.

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)

13. Incident management Policy on GeM:

GeM is a trust based system and self- declaration is the key, along with a strong automated process to pen alize any deviant behavior on part of Sellers / Buyers. For this purpose, deviations from the terms and con ditions of procurement on GeM, including general terms and conditions, special and additional terms and c onditions 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 stag e on GeM. The mechanism for reporting and initiating action on such deviation has been detailed in the Inc ident Management Policy available on GeM portal under Resources. All stakeholders of GeM shall be boun d 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 stakeh olders shall not cause any limitation on the legal and/or contractual remedies including any financial recov eries, available to Buyers/Sellers under the Terms and Conditions of contract and/or GeM policies. In case t he Buyer / Seller choose to pursue any of these remedies, GeM shall not be made party to such proceedin gs / 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 d ifferent 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 equa lly 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 o f 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 co ntrolling 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

14. 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 manageme nt policy of GeM.

15. 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.

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

17. Delivery Period for supply – 16 Weeks and for E&C – 10 days. Whereas no relaxation is envisaged in this subject tender. Hence non acceptance of above delivery period by bidder will be liable for offer rejection.

Order acceptance, submission of BG submission, drawings if any etc., should not be linked to the delivery period.

18. Bidder have to thoroughly go through BHEL specification and Quote accordingly for complete scope of supply.

19. 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

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11. **Buyer Added Bid Specific ATC**

    Buyer uploaded ATC document Click here to view the file.

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---