

**Bid Document/ बिड दस्तावेज़**

<b>Bid Details/बिड विवरण</b>	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	12-08-2023 17:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	12-08-2023 17:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	180 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Heavy Industries And Public Enterprises
<b>Department Name/विभाग का नाम</b>	Department Of Heavy Industry
<b>Organisation Name/संगठन का नाम</b>	Bharat Heavy Electricals Limited (bhel)
<b>Office Name/कार्यालय का नाम</b>	10110009-heap, Haridwar
<b>Total Quantity/कुल मात्रा</b>	2
<b>Item Category/मद केटेगरी</b>	Transport Tool for upgraded SRGM (Q3)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	1 Year (s)
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Past Performance,Bidder Turnover,Certif (Requested in ATC),OEM Authorization Certificate,OEM Annu Turnover,Additional Doc 1 (Requested in ATC),Compliance o specification and supporting document *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 buyer
<b>Past Performance/विगत प्रदर्शन</b>	10 %
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी</b>	Yes
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid

**Bid Details/बिड विवरण**

<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>90</b> days of issue consignee receipt-cum-acceptance certificate (CRAC) and or submission of bills (This is in supersession of 10 days time a provided in clause 12 of GeM GTC)
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	200000

**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).	25

(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 कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कटेगरी के अंतर्गत केवल वस्तुओं व 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 जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

HEEP HARIDWAR  
10110009-HEEP, Haridwar, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises  
(Bhel)

**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. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or the 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 be considered 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 local 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 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 order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

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 or 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 25% (Selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% 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 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 all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

### Transport Tool For Upgraded SRGM ( 2 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	<a href="#">Download</a>
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**Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details**

<b>ITC on GST/जीएसटी पर इनपुट कर क्रेडिट</b>	<b>ITC on GST Cess/जीएसटी उपकर कर क्रेडिट</b>
100%	100%

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

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (I number of days from contract start days/अनुबंध प्रारंभ होने की तारीख से दि संख्या में )		
			Quantity /मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to complete by/डिलीवरी _____ तक पूरी ली जाए
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	1	20	150
			1	250	270

**Buyer added Bid Specific Additional Scope of Work**

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसूची जीएसटी i.r.o. Items
1	PQR <a href="#">View</a>	PQR	Transport Tool For Upgraded SRGM(2)
2	TECHSPECS <a href="#">View</a>	TECHSPECS	Transport Tool For Upgraded SRGM(2)

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनु जीएसटी i.r.o. Items
3	TECHNICAL TERMS <a href="#">View</a>	TECHNICAL TERMS	Transport Tool For Upgraded SRGM(2)
4	QUALITY PLAN <a href="#">View</a>	QUALITY PLAN	Transport Tool For Upgraded SRGM(2)

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

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

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contract rates. Bidders are bound to accept the orders accordingly.

### 2. Inspection

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:  
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected ATC):

AT VENDOR WORKS

Post Receipt Inspection at consignee site before acceptance of stores:  
BHEL HEEP HARIDWAR STORES

### 3. Generic

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

BHEL  
HEEP  
HARIDWAR  
STORES  
RANIPUR UTTARAKHAND - 249403

### 4. Forms of EMD and PBG

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

BHEL HEEP HARIDWAR  
payable at  
SBI SME BRANCH RANIPUR

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

### 5. Forms of EMD and PBG

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

BHEL HEEP

Account No.

10667995458

IFSC Code

SBIN0000586

Bank Name

State Bank of India

Branch address

State Bank of India SME Branch Ranipur, Sector-5A , BHEL RANUPUR HARDWAR PIN - 249403

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.

#### 6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Sl. No.	Material Code & Item Description	Total Quantity (No)	Delivery
1.	Material Code ZWO144001012, TRANS PORT TOOL MF AS PER P/N 457600000/60	02 No	Delivery requirement to be split in lots, <b>Lot 1:</b> - 1 No - January 2024 & <b>2:</b> - 1 No - May 2024; but 150 days from the date of PO.

#### 1. PAYMENT TERM:

80% payment of Supply value shall be made within 45 days for MSE, 60 days for Medium Enterprises and 90 days for Non-MSE from the date of receipt of material at BHEL. Balance 20% of Supply value will be made after final acceptance of material at BHEL Haridwar.

#### 2. Bank Guarantee and Loading against non-acceptance of BHEL's Payment Terms:

If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment / opening of LC in the prescribed Format of the amount, exceeding 10% of the PO value, valid till issue of E&C Certificate for the equipment. However, in no case, payment at the time of dispatch shall exceed 90% of the PO Value.

#### 3. ERECTION & COMMISSIONING - Erection & Commissioning (E&C) is not required in this tender.

#### 4. CHARGES FOR SERVICES AT BHEL HARIDWAR: Prices offered on GeM portal shall be inclusive of all charges for complete scope of work.

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#### 5. LATE DELIVERY PENALTY CLAUSE: Penalty on delay in 'Supply' will be applicable to the delays attributed to vendor. Penalty will be considered for 'Supply'.

##### A. For delay in Supply:

The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply) in supply subject to a maximum of 10% of total PO value lot wise (Supply).

In case any bidder is not accepting the above penalty for delayed Supply and/or commissioning, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.

In case, any shortage is noticed viz-a-viz PO requirement in the main equipment /spares, shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such shortages shall be borne by the supplier.

For calculating Late Delivery Liquidated Damages delivery date shall be considered as per following:

**Indigenous Suppliers:**

- a. Delivery Ex-works: - Date of GR /LR
- b. Delivery FOR Transporter Godown: - Date of GR/LR
- c. Delivery FOR Destination: - Date of receipt at BHEL Hardwar (if supply is direct to BHEL) + 1 week of GR + one week (if documents are through bank)

**6. Evaluation shall be done on Total Landed Cost to BHEL Haridwar.**

Total Landed Cost to BHEL includes Material cost, Freight charges & GST etc.

**7.** Date of Part-1 Opening shall be considered for Cost Evaluation Process.

**8.** The evaluation currency for this tender shall be INR.

**9. Delivery Basis:** FOR Destination Basis (Date of receipt at BHEL Hardwar (if supply is direct to BHEL)).

**10. PRE-DISPATCH INSPECTION CLAUSE:** BHEL is authorized to pre-inspect the material at vendor's premises. The material will be dispatched only after getting clearance from BHEL.

Bidders should give Pre-Dispatch Inspection (PDI) call at least 15 days before the scheduled delivery date. If supplier fails to give pre-inspection call within stipulated time, this will not be a reason of penalty or delivery extension.

Travel, Lodging & Boarding charges of BHEL inspectors / trainees during pre-inspection and training shall be borne by BHEL.

For details, please refer Technical Specification of this Tender Enquiry.

**11. ATTENDING TO ANY COMPLAINT DURING WARRANTY PERIOD:** Vendor will have to ensure availability of their people for attending to any complaint during Warranty period within 6 days of intimation.

In case of delay BHEL will be within their rights to get the job completed at the risk and cost of the su

**12.** Purchaser i.e. BHEL, Haridwar reserves the right to cancel this GEM Custom Bid Tender Enquiry at a ge of Tender Enquiry but, before Purchase Order Placement on GeM Portal. BHEL Haridwar shall not be e to any of the bidder/or any other agencies to tell the reason for cancellation of this GEM Custom Bid er Enquiry. In this matter the decision of Purchase which is BHEL Haridwar shall be final and can't be nged in any court of Law.

**13. PERFORMANCE BANK GUARANTEE (PBG):** Performance Bank Guarantee (PBG) valid for 25 mor om the date of final commissioning & acceptance at BHEL Haridwar) from any of the Indian branch c ortium Banks of BHEL or from a reputed bank and confirmed by Indian branch of Consortium Banks o for 10% of total PO Value in the prescribed Format in the currency of order. The PBG confirmation cha hall be borne by vendor. This bank guarantee shall have to be submitted before release of last balan ment.

The PBG should be in BHEL's PBG format and should be from one of the Indian branches of BHEL coi m banks or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL. The f nfirmation charges shall be borne by vendor. The Performa of Bank Guarantee and the list of BHEL cc um bank are displayed at BHEL website [www.hwr.bhel.com](http://www.hwr.bhel.com).

Bidder agrees to submit performance security required for execution of the contract within the time p mentioned. In case of delay in submission of performance security, enhanced performance security would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Furth erformance security is not submitted till such time the first bill becomes due, the amount of perform ecurity due shall be recovered as per terms defined in NIT/contract, from the bills along with due inte

**14. Contract Execution Bank Guarantee (CEBG):** Vendor has to submit Contract Execution Bank Gu e for 10% of the total PO value in the currency of order within 30 days from the date of purchase orc he form of Bank Guarantee in BHEL format from any of the Indian branch of Consortium Banks of BHE om a reputed bank and confirmed by any Indian branch of BHEL consortium bank. CEBG shall be kept until 30 days after the date of E&C certificate, which will be issued on completion of Erection & Comn ing of equipment which includes erection, commissioning, job proving, performance tests, training to tors etc. as prescribed in PO. If the supplier fails to submit the CEBG even within 60 days from the da O, BHEL reserves the right to cancel PO & forfeit the EMD given by the supplier. In addition, in such ci tion will be initiated in line with BHEL's extant guidelines for Suspension of Business dealings with Suj

**15. ERNEST MONEY DEPOSIT (EMD):** EMD shall be applicable for this tender of **Rs. Two Lacs Only.**

EMD shall be waved off for Central/State- PSUs/ Government Department and for Micro & small Enter

EMD shall be waved off as per GEM Terms and Conditions also for vendors who are seeking exemptio er GeM Terms and Conditions.

Please note that EMD by the tenderer shall be forfeited as per Tender Documents if, the successful bi

endor refuses to honor the order after award of the same or him and/or withdraws his bid and/or unilaterally changes the offer and/or any of its terms & conditions within the validity period.

EMD given by the unsuccessful tenderer shall be refunded on acceptance of award / LOI/ PO by successful tenderer. The EMD of successful bidder shall be returned after submission of Contract execution bank guarantee.

EMD shall not carry any interest. EMD shall be returned after PO placement.

#### **16. Settlement of Disputes:**

If any dispute, controversy or claim arising out of, relating to, or in connection with, this contract, or its breach, termination or validity thereof, arises, both parties hereto shall endeavor to settle such dispute amicably. Should this attempt fail, the disputes between the parties shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts (such attempt shall continue for not less than 30 days); give 30 days' notice, in writing, invoking arbitration and calling upon the other party to constitute the tribunal as provided.

All or any such disputes or differences arising between the parties to this contract shall be referred to a Arbitral Tribunal consisting of single arbitrators. Sole arbitrator shall be appointed on mutually agreed terms by both the parties.

The place of arbitration shall be New Delhi for foreign vendors. The language of arbitration shall be English. The substantive law applicable to the substance of the dispute shall be the Indian Law. GISTC clause shall be referred for this clause.

For Indigenous Source. The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction.

**17. Conciliation Clause:** Model conciliation clause for conduction conciliation proceedings under the Conciliation scheme, 2018 (enclosed as Annexure- D) will be applicable against this enquiry.

#### **18. Arbitration Clause:**

In case of any dispute arising out of or in connection with this contract, the same shall be referred to arbitration under Arbitration & Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat & venue of arbitration shall be Haridwar. The proceedings shall be conducted in English. The governing law of the contract shall be the substantive Law of India.

#### **19. Risk Purchase Clause**

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / services or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract under General Law.

## 20. Force Majeure Clause

a) Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc.

b. The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate the contractor for expenses.

c. Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months.

d. Evidence for this would be "Force Majeure" certificate issued by chamber of commerce of the concerned country.

## 21. War Like Situation

If the war like situation has developed in a country where a vendor's works involved in this tender are situated or there is political instability and Indian Embassy located in that country forbids dealing with the vendor or advises for not having any business dealing with vendor located in such zone / region / country, then BHEL reserves the right not to consider the offer of such a vendor or to cancel the order if the order has already been placed and suspend further dealings till normalcy in the country/ region is confirmed by Indian Embassy.

## 22. Action against Bidders / vendor / supplier / contractor in case of default:

In order to protect the commercial interests of BHEL, BHEL shall take action against suppliers / contractor by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or other misconduct or formation of cartels so as to influence the bidding process or influence the price.

Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor order and shall be as per "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" available at BHEL's website <https://www.bhel.com/guidelines-suspension-business-dealings-suppliers-contractors>

## 23. Taxes & duties

GST Registration Number

Address of Principal place of Business

Type of Business

HSN Code, its description & rate of applicable GST for the offered material

Whether registered under Composite scheme of GST (Y/N).

It should be noted that the evaluation of the offers shall be done considering the taxation/benefits applicable under GST.

Please submit your GST registration certificate.

In the event of any disallowance of input credit or applicability of interest or any other financial liabilities on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's benefit.

Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.

Attach separate sheet for additional information if necessary. The above terms & conditions supersede the terms & conditions found contradictory written elsewhere in the offer.

Attach separate sheet for additional information if necessary. The above terms & conditions supersede the terms & conditions found contradictory written elsewhere in the offer.

Note: TDS as per Statutory guidelines will be deducted at source. Kindly submit your offer accordingly.

#### **24. Purchase Preference for (Make in India)**

For this procurement, the local content to categorize a supplier as a Class-I supplier / class-II local supplier / Non-local supplier and purchase preference to class -I local supplier, is as defined in public procurement (preference to make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT".

The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification (in the format enclosed) that the item offered meets the minimum local content and shall give details of the location (s) at which the local value addition is made.

#### **25. 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 bidders in this bidding process, if:

- a) They have controlling partner (s) in common; or
- b) They receive or have received any direct or indirect subsidy/financial stake from any of the bidders;
- 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;
- 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 a single 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;

- g) A bidder or any of its affiliates participated as a consultant in the preparation of the design 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 disclose if they have such sister/common business/management units in same/similar line of business."

**26.** The Bidder has to declare 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, specific 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 engaged in above activities, suitable action shall be taken by BHEL as per extant policies / guidelines.

27. In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be borne by the bidder's account.

Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is different from the applicable one, such amount shall be the maximum amount of tax that can be levied on the supply by bidder.

Attach separate sheet for additional information if necessary. The above terms & conditions supersede the terms & conditions found contradictory written elsewhere in the offer.

Attach separate sheet for additional information if necessary. The above terms & conditions supersede the terms & conditions found contradictory written elsewhere in the offer.

## **28. Restrictions under Rule 144(xi) of the General Financial Rules (GFRs)**

- I. Any bidder from a country which shares a land border with India will be eligible to bid for any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contracts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including its agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -
  - An entity incorporated, established or registered in such a country; or
  - A subsidiary of an entity incorporated, established or registered in such a country; or
  - An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - An entity whose beneficial owner is situated in such a country; or
  - An Indian (or other) agent of such an entity; or
  - A natural person who is a citizen of such a country; or
  - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
  - In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person,

controlling ownership interest or who exercises control through other means.

**29. Special Notes: -**

- Load testing of transport fixture to be done as per TDC (Technical Delivery Condition) and testing scheme is attached.
- In case of any deviation taken by supplier from TDC or Drawing, same to be mentioned specifically / clearly in the Technical spec format.
- Drawings 17820068060, 07820967001A, 27800922104A, 27820512610A, 378209221
- TDC, Load Testing scheme drawings 17820068285 are attached.
- For load testing Counter weight & Lifting fixture will be provided by BHEL, transport and load arrangements to be arranged by the vendor.

**30.** GST Input Tax Credit shall be applicable for this tender.

**31.** Earnest Money Deposit (EMD) is applicable for this case.

**32.** Pre-Dispatch Inspection (PDI) is required.

**33.** The equipment shall stand warranted for Warranty period of 24 months from date of receipt of material.

**34.** Early delivery for Lot 1 is acceptable, however, Lot-2 is required as per delivery schedule.

**35.** Test Certificates are required.

**36.** Operation and Maintenance manual are not required.

**37.** Vendor to fill up and attach PQR & Technical Specification as per format enclosed in the GeM Customer Information Sheet.

**38.** Suppliers are requested to send point wise reply to BHEL Technical Specification.

**39.** Years of Past Experience Required selected as 1 and Past Performance selected as 10 in this GeM Tender shall not be applicable for this GEM Bid. Bidders are requested to kindly ignore these two parameters in this GEM bid and these two parameters shall not be considered for Tender Evaluation. Bidders are requested to quote the item as per Technical Specification, PQR and Special Terms and Conditions as mentioned in the GeM bid.

**40.** Price Bid Validity shall be 180 days from the date of part-1 opening.

**41.** The vendor needs to supply the items in line with the clauses of the attached technical specification as per terms of the tender document.

**42.** For any kind of queries related to this tender enquiry, kindly contact undersigned on [ashishkumar.k@bhel.in](mailto:ashishkumar.k@bhel.in) and +919899095970/01334281961. [yash-pal@bhel.in](mailto:yash-pal@bhel.in) /9012227802/01334-281961.

**7. 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.

#### 8. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

#### 9. **Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab. Results of the Lab will be the Sole Criteria for Acceptance of the Item.

#### 10. **Generic**

**Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, mail Id and Phone No. required to be furnished along with the bid

#### 11. **Scope of Supply**

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

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority 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 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 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 being 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 in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to 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 with the laws of the country 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.

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 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 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 अतत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**