

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-08-2023 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	16-08-2023 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (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	10380038-heavy Plates & Vessels Plant
Total Quantity/कुल मात्रा	2
Item Category/मद केटेगरी	Spare Outdoor Unit for 1.5 MT Split AC (Q3)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC), Compliance of BoQ 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 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
Estimated Bid Value/अनुमानित बिड मूल्य	50000

Bid Details/बिड विवरण	
Payment Timelines	Payments shall be made to the Seller within 90 days of issue consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined 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 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.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which will be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

3. Reverse Auction would be conducted amongst 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 Make in India 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.

Spare Outdoor Unit For 1.5 MT Split AC (2 set)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/प्रेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प्रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Mohammad Shabir	530012, Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	2	15

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 the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Description of the Equipment and Scope of work:	Supply of Outdoor unit for 1.5 Ton, 3 Star Split Air Conditioner with full copper condenser coil - reg
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Projects	-
BHEL Tender No. & Date	H012300155 Dt. 22.07.2023
GeM AR& PTS No.	1. GEM/GARPTS/20062023/E7SGLHFWAO7 Dt. 20.06.2023
Sl. No.	Terms and conditions
1 (a)	Pre-qualification requirement (PQR): NA
1 (b)	Technical Requirements: Spare for Outdoor Unit for 1.5 MT Split AC Outdoor unit for 1.5 Ton, 3 Star Split Air Conditioner with full copper condenser coil MAKE: VOLTAS/BLUESTAR/LLOYDS/HITACHI/SAMSUNG/RYOKU/CRUISE
1 (c)	Inspection : After receipt of material at HPVP : BY BHEL HPVP
1 (d)	Dispatch clearance: Not Applicable
1 (e)	Evaluation method: 01. The tender will be evaluated on item wise evaluation basis 02. Evaluation and L1 identification shall be on total landed cost to BHEL including all cost up to destination.
1 (i)	Vendor shall quote as per the enclosed Price Schedule format only.
1 (j)	Quantities given in the tender may be revised based on BHEL requirements.
2 (a)	Price: 01. The quoted / finalized rates shall be firm throughout the contract including extension, if any, for any reason whatsoever and no escalation is admissible for this contract. 02. The basic Price should be inclusive of Inspection, Testing, Freight, Packing & Forwarding, Transit Insurance, any other taxes excl. GST, GeM Charges etc. 03. GST % on the shall be indicated as % on the basic price. HSN quoted in offer should be of 8 digits.
2 (b)	The Tender will be operated in two-part bid system. One-part consisting of Technical bid with Commercial terms & conditions and other part is Price Bid. Based on the technical suitability, vendors will be short-listed. The price Bid of short-listed vendors will be opened on a suitable date with due intimation to vendors through procurement portal. Reverse Auction is applicable for this tender.
2 (c)	REVERSE AUCTION: As per GeM Terms

3 (a)	Delivery term: The quote shall be on F.O.R Stores, BHEL Visakhapatnam basis inclusive of Packing, forwarding, Freight, Transit Insurance is under supplier scope and shall be included in the basic price.
3 (b)	Delivery Period: Items sought in the enquiry are required to be delivered within 14 days from the date of PO
4 (a)	Payment Terms : 100% direct payment through EFT within 45 days for MSE Vendors from the date of receipt and acceptance of materials. 100% direct payment through EFT after 60 days for Medium Category Vendors and 90 days for Non-MSME vendors from the date of receipt and acceptance of materials. However, GST portion of invoice shall be released only upon 1. Vendor declaring the invoice in his GSTR-1. 2. Receipt of Goods and Tax Invoice by BHEL. 3. Confirmation of payment of GST thereon by vendor on GSTN Portal
4(b)	EMD (EARNEST MONEY DEPOSIT): NOT APPLICABLE.
4(c)	CONTRACT EXECUTION BANK GUARANTEE (CEBG): Not Applicable
4(d)	Performance Bank Guarantee: Not Applicable
5 (a).	Liquidated damages (LD): a) Time is the essence of the contract. b) The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order. c) In case the supplier supplies the ordered items beyond the delivery period specified Liquidated Damages -LD - as detailed below shall be levied from the supplier without prejudice to any other relief /compensation available to BHEL, Visakhapatnam under any other condition of the contract/applicable legal provisions. d) Failure to dispatch the materials in time as per the delivery quoted in our Purchase Order(PO) would make the supplier liable to an un-conditional LD at the rate of 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of Purchase order value. e) <u>Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).</u> f) Indigenous: For "FOR Delivery terms", Lorry way bill date will be taken for LD calculation for cases where e-way bill is not mandatory. Wherever E Way Bill is involved, the date of commencement of movement of vehicle as reflected in E way Bill [the 'Valid from' date in the E way Bill] will be taken for LD calculation
5(b)	GUARANTEE / WARRANTY : As Per Manufacturer Terms and Condition

6 (b).	Repair & replacements: Supplier shall replace defective items supplied free of cost (All inclusive) up to destination (on DDP –Store BHEL Visakhapatnam) within 28 days from defect notification date. All incidental charges like freight, insurance and customs duty are to vendor's account only. If the supplier fails to replace / rectify the defective/ damaged items on free of cost within 28 days of reporting from our end, the same shall be treated as failure to execute the contract and actions as per Guidelines for Suspension of Business Dealings with Suppliers/ Contractors (https://www.bhel.com/sites/default/files/suspension_guidelines_abridged_0.pdf) would be taken against such supplier without prejudice to the other remedies available to BHEL under the contract and law in this regard.
7.	Acceptance of materials supplied: i. The supply shall be strictly as per the specifications in the tender /purchase order. ii. Delivery of the ordered items as per the delivery terms in the Purchase Order does not automatically constitute acceptance of the delivered items. iii. The acceptance or otherwise of the delivered items at BHEL HPVP will be separately communicated to the supplier by within 120 days from the delivery of items or delivery of the required test certificates /other documents whichever is later. iv. In case of rejection of the delivered items at BHEL/Stores/ Visakhapatnam, either part or full, the vendor shall replace the rejected items as per the specification in the Purchase order/tender at their cost within specified days/months of communication of rejection to the supplier. v. In case of rejection of the delivered items, either part or full, if the supplier fails to replace the rejected items within the specified days/months of communication of the rejection, the same shall be treated as failure to execute the contract and actions as per the as per Guidelines for Suspension of Business Dealings with Suppliers/ Contractors (https://www.bhel.com/sites/default/files/suspension_guidelines_abridged_0.pdf) would be taken against such supplier .

8.

Risk Purchase clause:

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.

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 a or any of the following manners:

- from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.
- from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit
- In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

GST is applicable on amount recoverable from vendors under risk purchase clause as per Govt. Circular.

9.

Suspension of Business Dealings:

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ awarded/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings then, action may be taken against such bidder/ supplier/ contractor as per the extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions.

10.	Documents are to be submitted along with technical bid (Part-1) 01. Covering letter 02. Signed and Stamped of Enquiry as token of acceptance all terms and conditions. 03. Signed Techno Commercial Terms and condition sheet and supporting documents. 04. Annexure II – Confirmations 05. Filled up and Signed No Deviation Format (Annexure III) 06. Unpriced offer. (Annexure IV) 07. Make in India self-certification in the attached format (if applicable) (Annexure V) 08. Catalogue(s) , if applicable 09. GST Copy 10. PAN Copy 11. EFT Mandate from Bank with Account and RTGS details Documents are to be submitted along with Price bid (Part-2) 01. Priced offer. Note: All the pages of documents are to be signed and sealed by authorized signatory of the company. Any query during enquiry stage shall be replied within three days failing which offer may be rejected as non-responsive.
11	Offer Validity: 90 days minimum from techno commercial bid opening (Part-1) date.
12	Vendor to indicate the GST No of their firm in all the transaction.
13	Vendor to indicate the HSN Codes in 8digits.
14	Vendor to indicate the applicable GST % in their offer.
15	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 screen shot taken from GSTN portal. The unregistered dealer as well as the composition dealer has to submit an undertaking stating that they will not claim GST during the execution of the contract even if their status under GST changes to regular tax payer. The dealer has to submit necessary documents if there is any change in status under GST.
16	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.
17	All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code)
18	Invoices will be processed only upon completion of statutory requirement and further subject to following: i. Vendor declaring such invoice in their GSTR-1 Return/ IFF Receipt of Goods or Services and Tax invoice by BHEL

19	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).
20	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
21	In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
22	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.
23	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.
24	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.
25	NON-FILER OF INCOME TAX RETURN SHALL BE SUBJECT TO TDS/TCS AT HIGHER RATES (SECTION 206AB AND SECTION 206CCA): The Finance Act 2021 inserts these sections to provide for deduction and collection of TDS and TCS at the higher rates in case of non-filers of the income tax return for preceding two years (provided total TDS deducted / TCS collected exceeds Rs. 50,000 in each of the two preceding years). The rate of TDS/TCS shall be at the double of the specified rate or 10%, whichever is higher. These provisions shall not be applicable where the tax is required to be deducted under sections 192, 192A, 194B, 194BB, 194LBC or 194N of the Act. (w.e.f. 1st day of July 2021).
27	Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be on vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected

28	MSE VENDOR PREFERENCE: i. If L1 vendor is an MSE vendor entire enquiry will be ordered on L1 vendor. ii. If a Non MSE vendor is coming as L1, then L1 prices will be counteroffered on MSE vendor who is quoting price within the price band L1+15% and if they are agreeing, purchase order will be awarded for full/complete supply of total tendered value to MSE. iii. If more than one MSE vendors are available in the L1+15% price band then lowest of the MSE vendor will be selected for counteroffering. If lowest MSE vendor is not accepting it will be counteroffered to the next MSE vendor in the price band and so on. iv. Finally, if none of the MSE vendor in the price band is not accepting it will be ordered on L1 non MSE vendor. Payment for MSE Indigenous vendors will be as per MSMED Act, 2006 MSE suppliers can avail the intended benefits only if they submit along with the offer, a tested/notarized copy of <i>Udyam Registration certificate</i>. Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry, in case of any deficiency in the above required documents or in case the documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal even if submitted earlier.
29	<u>Make in India:</u> For this procurement, the local content to categorize a supplier as a Class I local 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 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a declaration/certificate in this regard as per Govt. of India guidelines for Public Procurement. Being Package wise tender, MII preference will be applicable Package wise. Orders issued by Govt. of India with respect to Restriction under Rule 144 (xi) of GFR on procurement from bidders representing countries sharing land border will be applicable for this tender. In case of subsequent orders issued by Govt. of India regarding procurement from bidders representing countries sharing land border, the same shall be applicable even if issued after issue of this NIT
30	<u>Fraud Prevention Policy</u> Bidder along with its associate /collaborators /sub-contractors /subvendors / 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.

31	<u>Cartel Formation</u> All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002. If any such instance is observed during this tender will attract disciplinary action as per BHEL policies. 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.
32	<u>ARBITRATION:</u> Notwithstanding anything contained in any document whatsoever, all questions, matters disputes and claims relating to and arising out of this contract, shall be referred to sole arbitrator, who shall be appointed by Head of the Unit, BHEL, HPVP, Visakhapatnam at his sole discretion. Such appointment of arbitrator shall not take place unless and until a written request for appointment of arbitrator from any of the parties to the contract has been received by Head of the Unit as aforesaid. The arbitrator shall give his reasoned award. It is a term of this contract that no person other than a person appointed by such Head of the Unit as aforesaid, shall act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The venue of arbitration shall be such place as may be Fixed by the arbitrator at his sole discretion. The award of arbitrator shall be final, conclusive binding on all the parties to the contract
33	<u>JURISDICTION:</u> Not out of this contract including that arise out of arbitration and bank guarantees, shall be initiated, filed and tried only in the courts, tribunals and forums, situated at and having territorial jurisdiction over Visakhapatnam even though such jurisdiction also vests in courts, tribunals & forums situated elsewhere in the country

34	<u>Force Majeure clause</u> a. Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD. b. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. c. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side. d. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above subparagraphs
35.	Set off: BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the supplier from any money due to the supplier under this Contract or any other contract or from the Security Deposit/BG furnished by the supplier under this Contract or any other contract.

36	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 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 authorise 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 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 in the format given in Annexure III												
37	Linking up of Old issues: In case if you have any outstanding problem with earlier supplies, you should not link up against this enquiry or PO at later stages.												
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. Any deviation in specified commercial terms- Annexure-A, may lead to rejection of offer. 3. Any other Techno-Commercial Terms indicated by the vendor in their offer elsewhere will be ignored. All deviation shall be indicated in the Annexure III shall be considered. 4. BHEL reserves the right to reject offers with deviation from tender terms and condition. 5. BHEL reserves the right to cancel the Enquiry / Tender at any stage without assigning any reasons thereof. Also, BHEL reserves the right to reject or accept one or any offer without assigning any reason 6. CONTACT DETAILS: -<table><tr><td>Name</td><td>Email</td><td>Ph. No (08 91-288)</td><td>Remarks</td></tr><tr><td>Aditya Kumar</td><td>aaditya@bhel.in</td><td>1306</td><td>Commercial Related.</td></tr><tr><td>D L Ravi Kumar</td><td>ravikumardl@bhel.in</td><td>1376</td><td>Technical Related.</td></tr></table>	Name	Email	Ph. No (08 91-288)	Remarks	Aditya Kumar	aaditya@bhel.in	1306	Commercial Related.	D L Ravi Kumar	ravikumardl@bhel.in	1376	Technical Related.
Name	Email	Ph. No (08 91-288)	Remarks										
Aditya Kumar	aaditya@bhel.in	1306	Commercial Related.										
D L Ravi Kumar	ravikumardl@bhel.in	1376	Technical Related.										

3. 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, 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 संप्रदाधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इस अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---