

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	21-08-2023 16:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	21-08-2023 16:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	60 (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>	10170006-ivp Goindwal
<b>Item Category/मद केटेगरी</b>	Monthly Ambulance Service (All Inclusive) - Type B Patient Transport Vehicle; Single Stretcher Regular Van; No preference; 1500 km
<b>Contract Period/अनुबंध अवधि</b>	3 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/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है</b>	Yes
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days

**Bid Details/बिड विवरण**

<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>90</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
<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	55000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	42

(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 हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

**Beneficiary/लाभार्थी :**

Dy Manager  
433, INDUSTRIAL VALVES PLANT, BHARAT HEAVY ELECTRICALS LIMITED GOINDWAL SAHIB PUNJAB 143422  
(Amit Kumar)

**Splitting/विभाजन**

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

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.  
[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. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.
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

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा****Monthly Ambulance Service (All Inclusive) - Type B Patient Transport Vehicle; Single Stretcher Regular Van; No Preference; 1500 Km ( 1 )****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Ambulance Type	Type B Patient Transport Vehicle
Ambulance Model	Single Stretcher Regular Van
Model Variants	No preference
Air Conditioning Requirement	AC
Usage Variant per month	1500 km
Duty days in a month	All days including holidays

Specification	Values
Year of Vehicle Model	Registration Date Not earlier than 2020
Km travelled	Up to 50,000 KM
Fuel Type	Petrol
<b>Addon(s)/एडऑन</b>	
Consumables & Medical Supplies	NA
<b>Additional Details/अतिरिक्त विवरण</b>	
Location Address	433, Industrial Valves Plant
zipcode	143422

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Ambulances	Additional Requirement/अतिरिक्त आवश्यकता
1	Vishal Devgon	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	1	<ul style="list-style-type: none"> <li>Duration in months : 36</li> </ul>

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

##### 1. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

##### 2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

##### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### **PRE-QUALIFYING REQUIREMENTS**

1. Average Annual financial turnover during the last 03 years, ending 31st March of the previous financial years (2020-21, 2021-22, 2022-23), should be at least **Rs. 8.25 Lakhs**. In case of Less than three years of financial TO, average of the available years would be calculated over 3 year

s period only.

**Documents required:** Balance sheet & Profit Loss statement audited by Chartered Accountant.

**OR**

In case audit of account (P&L Account, Balance Sheet) is not applicable/available then the vendor may submit Turnover Certificate duly certified by Chartered Accountant for the Financial Years i.e. (2020-21, 2021-22, 2022-23) as a proof of Financial Soundness.

**Any documents submitted certified by Chartered Accountant should have Chartered Accountant's UDIN (as applicable)**

2. Experience of having successfully executed\* similar works\*\* during last 03 years ending last day of month previous to the one in which NIT is invited should be either of the following:

- a. Three similar completed works costing not less than the amount equal to **₹11.00 Lakh** each.

**OR**

- b. Two similar completed works costing not less than the amount equal to **₹ 13.75 Lakh** each.

**OR**

- c. One similar completed work costing not less than the amount equal to **₹ 22.00 Lakh**.

**Documents required:** Work order/Contract agreement and Work Completion certificate/Partial work completion certificate related to executed similar works.

\*Executed means the bidder should have achieved this criterion, even if the total contract has not been completed or closed. Actual executed value shall be considered, irrespective of completion status of contract (s) under consideration.

\*\*Similar works means providing commercial passenger vehicles (Van/Bus/Ambulance/Sedan Car/Hatchback Car/SUV/MUV/Motor Cab/Maxi Cab) on Hire/Lease.

3. **Start-ups** shall be exempted from the above criteria against sr. no. 1 & 2 without any relaxation in quality standards or technical parameters as per D.O. No. 5(4)/2016-BE-I dated 15.02.2017. For claiming Start-Up exemption, vendors have to submit DPIIT (Dept. of Promotion of Industry and Internal Trade)/DIPP (Depa

rtment for Industrial Policy and Promotion) recognition certificates

**BHEL reserves the right to verify the documents submitted by the contractor.**

In case the Tenderers not fulfilling the above conditions, the offer is liable for rejection. The semi filled, incomplete Tender Documents will be rejected.

### **SPECIAL TERMS & CONDITIONS**

1. **Evaluation Criteria:** L1 party shall be decided by considering overall Lowest cost to BHEL for Monthly 1500Kms of running in quoted "Monthly charges" for Ambulance with Driver and fuel.

Overall cost for the entire contract period shall be arrived as per below formula:

No. of Ambulance (1 number) x No. of months (36 months) x Monthly Charges inclusive of taxes

Monthly charges to be quoted by supplier.

BHEL will divide quoted rates into Two parts for payment purpose as below:

- (i) Monthly Cost of fuel for running of ambulance for 1500kms/month shall be calculated based on mileage provided by the supplier as per attached format in ATC and the Rate of Petrol at Goindwal on the date of Opening of Tender.

*Note: The payment of monthly fuel cost will be made at the Average of Fuel rate on 1st, 15th and last date of the billing Month at Goindwal, for the actual KM run during the month, as per payment terms clause 9 (a)*

- (ii) Monthly Vehicle/Ambulance rent including driver cost (Basic amount) will be arrived at by deducting monthly fuel cost (as calculated above) from monthly charges quoted by supplier.

Quoted Mileage should be in the range 12km/litre – 18km/litre. Mileage quoted beyond this range would make the bid liable for rejection.

2. **Acceptance of Ambulance:** BHEL shall have the right to Accept/reject the Make & Model of the Ambulance provided by the bidder(s).

Ambulance to be provided should be registered in the name of proprietor / partner/ firm only.

3. **Documentation regarding Ambulance:** Registration, Comprehensive I

Insurance and other relevant documents required for running the Ambulance should bear name of proprietor / partner / firm only. Provided Ambulance must have Commercial/Transport registration.

Vendor shall submit Registration Certificate, Insurance and Purchase Invoice of the Ambulance.

- 4. Delivery:** The Contractor/Service Provider shall ensure safe delivery of Ambulance (as per requirement) mentioned in 'Award of Work' with complete documents as per Motor vehicle Act **within 15 Days of Award of Contract**. The use of the Ambulance by the BHEL shall not be interfered in any manner whatsoever by the Vendor or any person claiming directly or indirectly to be the Vendor.
- 5. Driver & Fuel:** Driver(s) and Fuel shall be provided by contractor/ Service Provider for operating the Ambulance on 24x7 Basis. Ambulance shall be in possession of BHEL 24 x7 (including Sundays & Holidays) during hiring period. The responsibility of keeping the Vehicles in good running condition shall be contractor/ Service Provider. All expenditures during journey pertaining to driver(s) like driver's meal/lodging, etc. shall be in scope of contractor.
- 6. Driver:** The service Provider shall provide driver(s) having valid driving licence, adequate knowledge of reading, writing and spoken Hindi. Driver should be properly Dressed and should have knowledge of different routes. The Drivers deputed for duty should be polite and must possess positive attitude in discharging their duty. The Reporting time, place, address etc. should be strictly followed by Service provider through driving staff. The service provider must also provide mobile phone to the drivers of the Ambulance sent for duty and intimate the same along with mobile no. to BHEL.
  - **Uniform:** Drivers should be well / neatly dressed in Shirt/ Pant with Shoes.
  - **Conduct:** Drivers should be polite and well behaved. Chewing of tobacco, smoking and drinking while on duty is prohibited and shall be treated as misconduct.
  - **Police Verification:** Service provider must maintain a valid police verification of the driver(s), being deputed for service (s) under contract period.
- 7. Replacement of Tyres, Tubes and Battery:** Replacement of Tyres, Tubes and Battery at periodical intervals during the Contract period shall be the responsibility of Contractor/service provider. Tyres shall be replaced whenever required /when treads are worn out below "Tyre Wear Indicator (TWI)" and tubes shall be replaced when punctures are more than three. Tyre should be CEAT/MRF/Apollo/Michelin/Goodyear/JK Tyres/Bridgestone/Continental make only. Battery shall be replaced whenever required during the contract period.

8. All problems related to Maintenance & repair / replacement shall be solved by the Contractor / service provider immediately. However, if he does not respond to rectify the reported Problem, BHEL has reserve the right to rectify the same and expenditures incurred in the repair / maintenance / spare replacement of the hired Ambulance shall be deducted from the running monthly hiring bills of the Contractor/service provider.

## 9. Payment Terms:

- a. Tentative Monthly running of the Ambulance has been finalized for 1500 kms. (Local & Outstation duties) however actual usage may be more or less depending on the requirement. Payment shall be made to the vendor for basic per month amount (including driver) and actual kms run during the month at the quoted mileage. For this purpose average fuel rate shall be considered i.e. Average of Fuel rate on 1<sup>st</sup>, 15<sup>th</sup> and last date of Month at Goindwal.
- i. Ambulance is required for 24x7 including Sundays & Holidays. (Local & Outstation movement).
- ii. Permit, Road Tax, Challan, Toll tax, Interstate Tax etc. are the responsibility of the Contractor / Service provider and will be borne by the Contractor / Service provider. However, Toll Tax, Parking & Interstate tax shall be reimbursed by BHEL on submission of receipt along with Invoice.
- iii. BHEL shall pay monthly hiring charges, including taxes as applicable. The payment will be made on monthly basis after receipt of the bill in duplicate and verification by Departmental Representative for satisfactory execution of work. BHEL will release the payment from the date of receipt of bill, complete in all respects with all relevant documents, as given below: -

Sl. No.	Type of Bidder	Payment terms (no. of days)
1	Micro & Small Enterprises(MSEs)	45 days
2	Medium Enterprises	60 days
3	Non MSME	90 days

- iv. No advance money will be paid under any circumstances. Also, no interest shall be paid due to delay in making the payment.
- v. All expenditures during duty (Local / Outstation) referred to drivers like driver's meal/lodging, etc. shall be in scope of Service provider.
- vi. GST shall be reimbursed as per actual after shown/available on GST Po



rtal.

- vii. Contractor to ensure compliance of GST Law and rules applicable on supply involved in this tender and in the event of any non-compliance by Contractor, implication of the same if any shall be on account of contractor.
- viii. **Tax Deduction at source:** Tax shall be deducted at source from running bill as applicable income tax rule & other statutory requirements.

## 10. Repair and Maintenance

### i. Servicing, Maintenance & Repairing:

- a. All Servicing, running maintenance /minor repairing including Replacement of Tyres, Tubes and Battery (other than major accident) will be rectified immediately within 01 days by the Contractor/service provider at their sole risk, responsibility and cost. Ambulance shall be returned back after servicing/repair works within a maximum period of 01 days.
  - b. **Major repairing:** In case of major repair (accidental damage/engine overhaul etc.), the repair period shall be not more than 10 days. Repairing against major accidental damage engine overhaul etc. shall be done by the Contractor/service provider at the cost and risk of the Contractor/service provider. Alternate similar vehicle should be provided by the contractor in case of absence of ambulance for more than One day for Major repairing else penalty provisions shall apply.
  - c. Settling claims with insurance company will be the sole responsibility of Contractor/service provider and BHEL will have no liability in this regard.
- ii. Ambulance should have valid RC, Insurance, PUC, Fitness Certificate, Permit / Road Tax (if applicable). In case any of these documents are not valid / expired then payment shall be deducted at double rate of the daily payment rate calculated on pro-rata basis from running bill.

## 11. Liabilities: Liability that may arrive on account of certain events / conditions on BHEL:

- i. **Liability on theft or total loss of Vehicles:** In the event of contracted Ambulance being stolen or damaged beyond repair, the service pertaining to that Ambulance shall be considered automatically terminated. The responsibility for insurance claim from the Insurance Company for such thefts / total loss will be of the Contractor / Service Provider. BHEL shall not pay deficit (if any in this regard).

In the event of Ambulance being stolen or damaged beyond repair,

BHEL shall require Ambulance in replacement. Ambulance to be provided in replacement must comply all specification as per Tender along with below mentioned points:

- a. Registration date of the Ambulance to be provided in replacement shall not be earlier than that of registration date of Stolen/damaged Ambulance.
  - b. Odometer reading of the Ambulance to be provided in replacement shall not be more than that of Stolen/damaged Ambulance.
- ii. **Liability on account of third-party claims:** Handling of all legal liabilities / claims arising out of third-party claims shall be responsibility of Contractor / Insurance Company.

**12. Log Book:** The Service Provider shall maintain the Log-Book as provided by BHEL. The Log-Book should be got signed by the Driver as well as by the Concerned BHEL Executive ( to be assigned by BHEL for the purpose) at the end of each journey daily which would indicate the details such as opening and the closing meter reading, point of starting / ending of journey, route details, date & time of reporting.

**13. Contract Period:** The Contract Agreement will be valid for a period of 36 months. The same may however be extended with mutual agreement, in writing, on the same Terms and Conditions.

**14. Foreclosure / Termination:** The BHEL reserves the right to terminate the contract any time prior to the expiry of hiring period at its sole discretion. In the event of foreclosure/ termination of the contract in respect of vehicles, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract by giving 01 months' notice in writing. The notice will be deemed to have been served as and when sent to the postal /e-mail address given in the tender.

**15. Activities on Expiry / Termination / Cessation of Hiring Period:** After the Expiry/Termination / Cessation of hiring period, BHEL shall return to Contractor the following:

- i. The hired Ambulance.
- ii. **Documents** Relevant documents with respect to the ambulance, including Registration certificate in original and the original insurance policy.
- iii. **Payments:** BHEL shall stop paying monthly hiring rentals for that particular Ambulance from the date of the termination of the contract.

**16. Governing Law and Jurisdiction:** In case of any dispute and difference

ces, Tarn Taran, Punjab, Court shall have only and exclusive Jurisdiction to adjudicate upon.

- 17. Arbitration:** Arbitrator of Contractor & BHEL shall appoint the third Arbitrator for all disputes, differences, claims and questions whatsoever arising out of this Agreement and the proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification thereof. The venue of the arbitration, if any, shall be Goindwal, Punjab.
- 18.** BHEL reserves the right to reject or cancel the offers without assigning any reason(s) whatsoever.
- 19.** BHEL reserves the right to verify the correctness of any of the document like Ambulance Registration / fitness / Insurance, etc. submitted by the service provider.
- 20.** BHEL shall in no way be responsible for any liability arising due to non-compliance of statutory requirement/ regulations w.r.t. the Ambulance as well as the Driver(s).
- 21.** In case, the Contractor / Service provider is constrained to replace driver, prior permission should be taken from Auto-Pool as well as inform to Main Hospital about the change.
- 22.** Contractor / Service provider shall be solely responsible for payment of wages/ salaries and other allowances to his personal that might become applicable under any act of order of Govt. from time to time during the validity of contract. BHEL shall have no liability whatsoever on this account (i.e. statutory compliance with regard to Ambulance and also the driver deployed including the wages, allowance and other charges etc. of the drivers deployed). Contractor to furnish declaration regarding compliance of all statutory obligations alongwith monthly bill.
- 23.** Contractor / Service provider shall not appoint any sub-service provider / sub-agency to carry out any obligation under the contract.
- 24.** Contractor / Service provider must provide contact number (at least 02 Nos.) & at least 01 E-mail Id of himself or his representatives / employees, who shall provide/monitor the service/ backup arrangement and attend any complain or information regarding the contract/ service all days 24x7. BHEL will not bear any hindrance due to any third party/ person.

**25.** BHEL reserves the right to reject any or all bids at any stage of tendering process without assigning any reason whatsoever.

**26. Deviation:** The Service provider must comply with the tender specification and all terms and conditions of contract. No deviation shall normally be entertained.

**27. Penalties:** Penalties for non compliance shall be as per GeM SLA

## **RISK PURCHASE**

Risk & Cost Clause, in line with Conditions of PO may be invoked in any of the following cases:

- i) Supplier's poor progress of the supply vis-à-vis delivery/execution timeline as stipulated in the Contract, backlog attributable to supplier including unexecuted portion of supply that does not appear to be executable within balance available period
- ii) Withdrawal from or abandonment of the supply by contractor before completion as per contract.
- iii) Non-supply by the Supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the supplier.
- iv) Termination of Contract on account of any other reason (s) attributable to Supplier.
- v) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vi) Non-compliance to any contractual condition or any other default attributable to Supplier.

The value shall be calculated as follows:

Risk & Cost Amount=  **$[(A-B) + (A \times H/100)]$**

Where,

**A**= Value of Balance scope of Supply (\*) as per rates of new contract

**B**= Value of Balance scope of Supply (\*) as per rates of old contract being paid to the supplier at the time of termination of contract i.e. inclusive of PVC, if any.

**H** = Overhead Factor shall be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

\* **Balance Scope of Supply:** Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Recoveries from the supplier on whom Risk & Cost has been invoked shall be made from following:

- (i) Dues available in the form of Bills payable to supplier, SD, BGs against the same contract.
- (ii) Dues payable to supplier against other contracts in the same Unit of BHEL.
- (iii) Dues payable to supplier against other contracts in the different Regions / Units of BHEL.
- (iv) Legal options for recovery of dues payable by the supplier.

**Ineligibility of M/s Shiv Shakti Enterprises Sardulgarh Mansa for participation in this tender:**

M/s Shiv Shakti Enterprises, Sardulgarh Mansa shall not be eligible to participate in this tender and also any firm with sole proprietor as Sh. Sushil Kumar (i.e. Proprietor of M/s Shiv Shakti Enterprises Sardulgarh Mansa) [**PAN No. C CXPk1826P**] shall not be eligible to participate in this tender

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**4. Forms of EMD and PBG**

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

BHEL  
payable at  
Goindwal Sahib

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.

**5. Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

**6. Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of

BHARAT HEAVY ELECTRICALS LIMITED  
payable at  
GOINDWAL SAHIB

Bidder has to upload scanned copy / proof of the BC 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.

40179740806

IFSC Code

SBIN0010743

Bank Name

STATE BANK OF INDIA

Branch address

GOINDWAL SAHIB

.  
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. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

#### 9. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 10. **Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

## **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 governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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---**