



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3856365  
Dated/दिनांक : 23-08-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	02-09-2023 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	02-09-2023 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (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	10210015-pser
Item Category/मद केटेगरी	Custom Bid for Services - HIRING OF HOUSEHOLD GOODS FURNITURE FRIDGE ETC
Contract Period/अनुबंध अवधि	5 Year(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Bidder Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
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
Payment Timelines	Payments shall be made to the Seller within <b>45</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)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	84000

**ePBG Detail/ईपीबीजी विवरण**

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

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

**Beneficiary/लाभार्थी :**

HOD-FIN

10210015-PSER, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises  
(Aloke Gautam)

**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
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1. 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.

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 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.

3. 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:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. 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
- v. 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**

**Scope of Work:**[1692780096.pdf](#)

**Service Level Agreement (SLA):**[1692780103.pdf](#)

**Payment Terms:**[1692780109.pdf](#)

**GEM Availability Report ( GAR):**[1692780272.pdf](#)

**Custom Bid For Services - HIRING OF HOUSEHOLD GOODS FURNITURE FRIDGE ETC ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	HIRING OF HOUSEHOLD GOODS FURNITURE FRIDGE ETC
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Abhishek Kumar Shaw	700091,DJ - 9/1 ,Karunamoyee , Sector 2 , Salt lake	1	N/A

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

### 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### **PRE-QUALIFICATION CRITERIA**

Job	Hiring of Household Goods (Furniture, Electricals Appliances, Air Conditioners, TV etc. for BHEL Residential Complex, Manoharpukur, Kolkata
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Sl.No.	CRITERIA
1.0	(a) BIDDER SHOULD HAVE AVERAGE ANNUAL TURNOVER OF AVERAGE RS. <b>12.6 LAKHS</b> DURING THE LAST 03 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2022 AND SHOULD HAVE POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR PARA 1 (C). (b) BIDDER MUST HAVE EARNED PROFIT IN ANY ONE OF THE LAST THREE FINANCIAL YEARS ENDING ON 31-03-2022. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE BIDDER FOR LAST 03 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2022, NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.  (c) IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THREE YEARS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.  (d) IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY A PRACTICING CHARTERED ACCOUNTANT.
2.0	BIDDER SHOULD HAVE VALID PAN
3.0	CONSORTIUM/ JV BIDDING IS NOT ALLOWED.
NOTE	
1.0	"EXECUTED" MEANS BIDDER SHOULD HAVE ACHIEVED THE EXECUTED MONTHS CRITERIA SPECIFIED ABOVE EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED.
2.0	BIDDER MUST NOT BE UNDER BANKRUPTCY CODE PROCEEDINGS (IBC) BY NCLT OR UNDER LIQUIDATION / BIFR, WHICH WILL RENDER HIM INELIGIBLE FOR PARTICIPATION IN THIS TENDER, AND SHALL SUBMIT UNDERTAKING TO THIS EFFECT.
3.0	RELEVANT SUPPORTING DOCUMENTS FOR ALL ABOVE MUST BE SUBMITTED.

4.0 AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER.

**PRICE SCHEDULE, REV-0**

<b>Sl. No.</b>	<b>PREAMBLE</b>
1	This preamble forms part of tender document and schedule of items. The tenderer should read this preamble carefully before filling in rates for various items. Clauses under this preamble shall be read in conjunction with various volumes of tender and other tender sections as applicable and shall have precedence over any contrary statement mentioned anywhere in this document.
2	The work shall be carried out strictly as per specifications, description of the items in these schedule and / or engineer's instructions. Drawings enclosed with the tender are only preliminary and for tender purposes and giving some idea of the work involved. The work is to be executed as per drawings & documents, which shall be furnished during execution.
3	Items of work provided in this schedule but not covered in this specification shall be executed strictly as per instruction of the engineer.
4	Unless specifically mentioned otherwise in the tender document, the tenderer shall quote for the finished items and shall provide for the complete cost towards power, fuel, tools, tackles, equipment, constructional plants, temporary works, labour, dismantling of all temporary piping, structures, valves, pumps, tanks & other misc. equipment, strengthening of roads/culverts/bridges etc. including arranging all clearances etc. required for carrying out different activities & tests, materials, levies, transport, layout, repairs, rectification, maintenance till handing over, supervisions, colonies, shops, establishments, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the work according to the complete tender document and this schedule.
5	The rates quoted shall be inclusive of cleaning of site of any vegetation, dressing, clearing of old structures and leveling etc. including fixing of grid pillars, benchmarks etc. required for commencement of site activities. No separate payment will be made towards the same. However, if separate rate for such item is available in the rate schedule, the same shall be considered.
6	Rates shall be quoted in figures and in words in clear legible writing. No overwriting is allowed. All scoring and cancellations should be countersigned and in case of illegibility the interpretation of engineer shall be final. All entries shall be in English language.

7	All works item wise shall be measured upon completion and paid for at the rates quoted and accepted as per BHEL approved payment schedule/billing break-up.
8	The tenderer shall be deemed to have visited site and made himself aware of all the site conditions, studied the specifications and details of work to be done within the time schedule attached and to have acquainted himself of the conditions prevailing at site before submission of his bid/offer. No claim whatsoever due to lack of knowledge of site conditions shall be entertained after award of the work.
9	No splitting of the job is envisaged unless the same is specifically indicated in the TCC/Vol-1 F. Decision of BHEL in this regard shall be final and binding to the bidders.
10	Bidders are not allowed to alter the Price Schedule format including item description, quantity etc. and the offer is liable for rejection if the bidders submit their prices in Price Schedules modified by them. BHEL reserves the right to reject the offers of bidders who submit offers in Price Formats which are modified/alterd by them. Also putting any comments instead of rates/price in the designated column of the rate schedule shall make the offer liable for rejection.
11	Engineer's decision shall be final and binding on the contractor regarding clarification of items in the schedule with respect to the other sections/volumes of the contract.
12	No interest, whatsoever, shall be payable by BHEL on the security deposit, any bank guarantee submitted or any amount due to successful bidder/contractor. No idling charge whatsoever (either for labour or any other resources) is payable by BHEL for any reason whatsoever.
13	Size and weights of various items are mentioned in the attached BOQ cum rate/price schedule for reference purpose only & these shall not be taken into consideration for quoting/calculating amount in the rate schedule. These shall be utilised as per relevant sections of tender. Bidders shall quote for each item in the rate column, taking unit as mentioned in the quantity column. Rates shall be filled in both figures and words. Amount shall be calculated based upon these rates multiplied by the mentioned quantity for the respective items.
14	Bidder's Total price shall be considered for evaluation unless stated otherwise.

<b>SCH-1 : TOTAL PRICE</b>					
<b>SL NO</b>	<b>DESCRIPTION</b>	<b>PRICE SCHEDULE REF</b>	<b>Monthly Rent to be quoted by the bidder excluding GST</b>	<b>Total Month</b>	<b>TOTAL PRICE (Rs) for 5 years (Excluding GST)</b>
A	B	C	D	E	F = DXE
<b>1.0</b>	SUPPLY, INSTALLTION AND MAINTENANCE OF HOUSEHOLD GOODS FOR 5 YEARS ON MONTHLY HIRING BASIS AT 107/4A, MANOHARPUKUR RAOD, KOLKATA-700026 AS PER THE TERMS & CONDITIONS OF TENDER.	<b>SCH 2 - BREAK UP OF TOTAL PRICE</b>	<b>IN FIGURES:-</b>	<b>60</b>	<b>IN FIGURES:-</b>
			<b>IN WORDS:-</b>		<b>IN WORDS:-</b>

**NOTE**

1.0	Bidder shall quote total price for total price of SCH-1- Part only at SI No. 1 above. All other amounts / rates of each item of works in respective schedules / parts will be derived based on allocated percentages. As such, any uncalled figure/ amount noted at any other place / schedule of Volume-III will not be reckoned & will stand null & void.
2.0	Bidder to note that total price at SI No. 1 above shall be considered for evaluation & awarding. As such grand total price should be completed in all respect for the full scope defined and considering all terms and conditions.
3.0	Bidder's quoted total price of SCH-2 at SI. No 1 above, respectively shall be apportioned into amount of various items of works based on allocated weightages against respective item, in respective schedules / parts. As such, bidder shall not indicate / quote any amount / rate in these schedules / parts and any amount / rate quoted against any item shall not be taken in to cognizance / account and offer may be liable for rejection.
4.0	Based on the itemwise weightages allocations, the amount for the individual items of the Bill of Quantity shall be arrived at. The rates of individual items shall be derived from the amount against each items after rounded off .
5.0	Bidders to note that this is an item rate contract. Payment shall be made for the actual quantities of work executed at the unit rate arrived at as per SI No.3 above.
6.0	Based on the itemwise weightages allocations, the amount for the individual items of the Bill of Quantity shall be arrived at. The rates of individual items shall be derived from the amount against each items and its quantity after rounding off to upto 9 decimal places. However, R A bill payment shall be done after rounding off the gross amount to two decimal points. Any adjustment, if required, due to such methodology, will be effected / adjusted in final bill.
7.0	Any item as per scope of work, if not included in the price quoted above and shown separately will not be taken cognizance of and the offer shall be liable for rejection.
8.0	Price format shall not be changed by bidder in any case and it may lead to cancellation of their offer.

**SCH-2 - BREAK UP OF TOTAL PRICE**

Sl. No	Particulars	Technical Specification	UOM	Total Qty	Weightage
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1	Air Conditioner	2TR split AC, Inverter technology, Copper condenser, 5 star (minimum), Cooling capacity 6000 watt (min)	Nos.	5	11.47360%
2	Air Conditioner	1 TR split AC, Inverter technology, Copper condenser, 5 star (minimum), Cooling capacity 3500 watt (min)	Nos.	5	7.84341%
3	Air Conditioner	1.5 TR split AC, Inverter technology, Copper condenser, 5 star (minimum), Cooling capacity 5000 watt (min)	Nos.	4	7.26322%
4	Chair ( Non Revolving)	Lounge chair, wooden make, cotton cushioned	Nos.	10	4.70291%
5	Dining Table with Chair	Dining Table with Chair, 6 Seater, Wooden and glass on Table Top, Wooden chair with cushion	Nos.	2	3.45195%
6	Fridge	350 Ltr (Min), 2 Star (Min), Smart Inverter Compressor, Frost-Free Double Door (Min) Refrigerator	Nos.	1	1.56869%
7	Fridge	180 Ltr (Min), 4 Star (Min), Smart Inverter Compressor, Single Door (Min) Refrigerator	Nos.	4	2.69724%
8	Geyser - Automatic	Storage capacity 20 Ltr (Min), Vertical type, Automatic 5 star, Inner Tank Material: Mild Steel with Glass lined Coating	Nos.	10	4.23612%
9	Inverter - 900 VA with	Inverter & Battery Combo with Trolley, 900VA/12V Inverter (Min), Tubular 120Ah (Min) Battery with Trolley) for Home	Nos.	5	3.43212%
10	King Size Bed + Bed Side Table + Mattress	King Size Bed (Solid wood - English Bed) + Bed Side Table(Matching to Bed) + 4 Inch Mattress ( Kurl-On / Sleepwell or equivalent)	Nos.	9	14.30588%
11	Microoven	Capacity 28 Ltr (Min), Convection,	Nos.	2	1.48983%
12	RO Water Purifier	Purifying technology : Reverse Osmosis, Ultra violet & Ultra Filtration, Storage capacity : 6 Ltr (Min), Wall mount, Electricity (220 Volt) operated	Nos.	5	3.17736%
13	Sofa + Table	5 Seater Sofa Set (3+1+1 combination) with Wooden Coffee Table Table 4 Ft X 2.5 Ft	Nos.	5	13.53300%
14	Table	Wooden Reading Table with Two Drawers and Cabinet, Dimensions : 4 ft. L x 2 ft. W x 2.5 ft. H	Nos.	10	7.19772%
15	TV (32 Inch)	Screen size (Diagonally measured) : 32 inch (min), Full HD LED Smart TV	Nos.	6	6.35236%
16	TV (40 Inch)	Screen size (Diagonally measured) : 40 inch (min), Full HD LED Smart TV	Nos.	4	6.43160%

17	Washing Machine	Capacity : 7 KG (Min), Fully Automatic, Top Loading, Stainless steel drum, Smart inverter technology	Nos.	1	0.84300%
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100.000000  
%

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**SCOPE, SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

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<b>1.0</b>	<b>Name of Work:</b> Hiring of Household Goods (Furniture, Electricals Appliances, Air Conditioners, TV etc. for BHEL Residential Complex, Manoharpukur, Kolkata
<b>2.0</b>	<b>Scope of Work: -</b>
2.1	The Bidder shall be required to provide various Furniture, Electricals, Air Conditioners, TV etc. on hiring basis for the use at BHEL Residential Complex, Manoharpukur, Kolkata at 107/4A, Manoharpukur Road, Kolkata-700026 for a period of Five Years.
2.2	<b>Requirement:</b> Items, Quantity (Tentative) & Specification for the product is given as annexure -1.
2.3	Actual quantity/Items may vary upto +- 30% of the contract price at the discretion of BHEL and payment shall be made based on the actual items supplied by the bidders.
<b>3.0</b>	<b>Responsibility &amp; Obligation of Vendor: -</b>
3.1	Vendor shall provide the items on hiring basis as per the specification mentioned under Clause No. 2.2 above.
3.2	Supply and installation are totally in the scope of vendor.
3.3	Total maintenance of items supplied by the agency including all types of repairing/replacements are in the scope of vendor during the contract period.
3.4	Total maintenance means warranty as covered by OEM/Brand during the purchase of the items. The coverage of maintenance shall remain similar throughout the contract period. However, after expiry of the original warranty, it is vendor discretion to repair the fault at its own or through the OEM/Brand.
3.5	All the items must be of brand-new conditions.
3.6	The life of each items/products is considered as Five years, thus at the end of the 5 years i.e., expiry of the contract, the items supplied by agency as per clause no. 2.2 above shall be retained by BHEL for disposal/use and decision of BHEL in this regard shall be final and binding to the contractor.
<b>4.0</b>	<b>Payment Terms: -</b>

4.1	Payment shall be made based on the actual quantity supplied and weight assigned to the items in Schedule II of Price Schedule against total quoted price in schedule-I as certified by BHEL Executive / Engineer.
4.2	The rent shall be started from the date of installation of the product as per clause no. 16.
4.3	<p>a) Monthly Hiring charges excluding GST and BOCW Cess, as applicable shall be paid by BHEL within 45 (Forty-five) days after receipt of GST compliant tax invoice duly certified by the concerned BHEL Official.</p> <p>(b) GST portion of invoice shall be released only upon: -</p> <ol style="list-style-type: none"> <li>i. Such invoice appearing in GSTR-2B of BHEL and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter as per GST law within timeline prescribed for availing ITC by BHEL, and</li> <li>ii. Receipt of goods / services and Tax invoice by BHEL, and</li> <li>iii. Confirmation of payment of GST thereon by vendor on GSTN portal.</li> </ol> <p>The last payment / final payment / retention amount shall be released on compliance of terms as indicated in original order/LOI/Tender subject to confirmation of full GST Credit to BHEL. Any Interest if levied thereon for reasons elaborated in Tax &amp; Duties clause of the tender and attributable to the bidder, will be recovered from the Final Payment / Retention amount.</p> <p>All payments will be made to the contractor after deduction of Income Tax at source as applicable and prescribed under Income Tax Act/Rules from time to time.</p>
4.4	All payment due to the contractor shall be paid through RTGS/ Account Payee Cheque only.
4.5	All payment to the contractor shall be made in Indian Currency only.
4.6	The rent shall be paid after adjusting the downtime and LD , if any, during the month.
5.0	<b>Taxes &amp; Duties :</b>
5.1	<p>All taxes excluding GST (<b>as specified elsewhere in this clause</b>) &amp; BOCW Cess (<b>as specified elsewhere in the tender</b>) but including, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract shall be borne by successful bidder and shall not be payable extra by BHEL. Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor.</p> <p>Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements.</p>

5.2	GST along with Cess (as applicable) legally leviable & payable by successful bidder as per GST Law shall be paid by BHEL, extra. Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price.
5.3	Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract.  Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.
5.4	Since GST on output will be paid by BHEL separately as enumerated above, bidder's your quoted rates / price should be after considering the Input Credit under GST law at bidder's end.
5.5	TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.
5.6	TDS under GST shall be deducted as per prevailing GST rules from the bills.
5.7.1	You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.
5.7.2	In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.
5.7.2.1	TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.
5.7.2.2	Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.
5.7.2.3	You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.
5.7.3	In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted along with each invoice: - "I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act, 1961, on this bill.
5.7.4	In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.
5.7.5	You shall comply with all statutory amendment/notifications in this respect.

5.8	<p>Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act &amp; Rules referred thereunder) wherein the 'Bill To' details shall encompass following.</p> <p><b>BHEL GSTN - 19AAACB4146P1ZC</b></p> <p>NAME - BHARAT HEAVY ELECTRICALS LIMITED</p> <p>ADDRESS - BHEL Bhawan, DJ-9/1, Sector - II, Saltlake, Kolkata - 700091.</p>
5.9	<p>Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances .</p> <p>Portal address and Email address - Shall be intimated later.</p> <p>Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.</p>
5.10	<p>In case of delay in submission of above mentioned documents on the date of despatch, BHEL may incur penalty/ interest for not adhering to Invoicing Rules under GST Law.</p> <p>The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.</p>
5.11	<p>In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act &amp; Rules referred there under.</p>
5.12	<p>Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice.</p> <p>If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after despatch.</p>
5.13	<p>Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non-receipt of goods and / or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.</p>

5.14	<p>Successful bidder shall upload the invoices raised on BHEL in IFF/GSTR-1 within the prescribed time as given in the GST Act, and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal; and confirmation of payment of such GST to the Government through filing of GSTR- 3B of corresponding month/quarter.</p> <p>Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful bidder along with interest levied / leviable on BHEL.</p>
5.15	<p>Successful bidder to arrange for e-waybill for any movement of goods for or the execution of the contract.</p> <p>Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants &amp; machinery at site for execution of the works under this contract, Road Permit / Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.</p>
5.16	<p>Any new taxes &amp; duties, if imposed subsequent to due date of offer submission as per NIT &amp; TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.</p>
5.17	<p>Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.</p>
<b>6.0</b>	<b>Penalty:-</b>
<b>6.1</b>	<p>The PENALTY for non-functioning of products will be calculated by the following formula: -</p> <p>Penalty = 1.2 x (Monthly Hiring Charge per items/product x Number of days, the equipment remains under breakdown beyond 24 hours) /30}.</p>
6.2	<p>In case, non-functioning of the products is attended by the contractor in 3 days then BHEL shall constraint to get the repairing done at its own and in such cases total penalty will be as under: -</p> <p>Penalty as per clause no. 6.1 + Actual repairing cost * 130%</p>
<b>7.0</b>	<b>Duration of the contract: -</b>
7.1	<b>The duration of this contract will be for a period of Five (05) year/Sixty (60) months.</b>
<b>8.0</b>	<b>Termination of contract: -</b>

8.1	The contract may be terminated by BHEL after giving one month's notice to the contractor.
8.2	The contractor will be required to give to BHEL advance notice of three months in writing for termination of this contract.
8.3	The contract shall be terminated on the following considerations, without notice: -
8.3.1	If the Vendor is found guilty by court of law and the offence involves moral turpitude.
8.3.2	If the Vendor indulges in mal-practices such as bribery, corruption, fraud, pilferage etc.
8.3.3	If the Vendor is declared bankrupt, insolvent, wound-up, dissolved or partitioned.
8.3.4	If the Vendor is found to have substituted or damaged or disposed of material or document from any employee of the company.
8.3.5	If the Vendor is found to have obtained, by questionable means, copies of any document from any employee of the company.
8.3.6	If the Vendor has submitted, for getting the contract, any fake or false documents or certificates.
8.3.7	If the Vendor, persistently refuses to return company's dues.
8.3.8	If the Vendor indulges in anti-management activity of any kind.
8.3.9	If the Vendor fails to provide desired quality and quantum of services or violates any Clause of the contract or provision of law as applicable to him or his workmen/works.
8.3.10	Non-performance / continuous poor performance / abandonment of work / statutory noncompliance by the Vendor.
<b>9.0</b>	<b>Arbitration and Governing Law: -</b>
9.1	All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreements are reached the dispute shall be settled in accordance with the provision of the Arbitration and Conciliation Act, 1996 and the rules made thereunder. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of Human Resource Management Department. The award of the arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be in Kolkata in India. The Award to be given by Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall remain under exclusive jurisdiction of court at Bidhan Nagar / Salt Lake.
10.0	<b>EVALUATION AND AWARDING</b>
10.1	Evaluation shall be based on total price quoted in Schedule-1 of Price Schedule, Vol-III.
11.0	CONTRACT PRICE
11.1	Contract Price shall be QUOTED PRICE against Sl. No. 1 of Schedule-1 of Price Schedule, Vol-III.

11.2	Price quoted by the bidder shall remain constant through out the contract period i.e., 5 years.
12.0	PRICE VARIATION COMPENSATION (PVC)
12.1	Not applicable
13.0	OVER RUN CHARGES (ORC)
14.1	Not applicable
14.0	SECURITY DEPOSIT & PERFORMANCE BOND
14.1	Security Deposit: Not Applicable
14.2	Performance Bond: Not applicable
15.0	MOBILIZATION ADVANCE / INTEREST BEARING RECOVERABLE ADVANCE (IBRA)
15.1	Not applicable
16	<b>Supply and Installation &amp; completion Period</b>
16.1	BHEL will issue the requirement as per clause no. 2.2 (Annexure - 1) and contractor will be required to supply and complete installation within 7 days of the intimation.
16.2	Total supply and installation will be done in 2-3 phase within a maximum time of 2 months.
17	<b>PRODUCT SPECIFICATIONS: -</b>
17.1	Product brief details are given in annexure -1 of this tender document. Please note Hand Made product (especially furniture) shall not be accepted. All items must be in line with the specification as per annexure - 1.
18	<b>OTHERS</b>
18.1	After Installation of the product, the agency will be required to submit the following documents: - <ul style="list-style-type: none"> <li>1) Room/Installation location wise Product Sl. No., Brand, Model number (as mentioned at the time of bidding clause no. 17.1)</li> <li>2) Copy of invoice received by the bidder at the time of purchase/sourcing of the materials</li> </ul>

18.2

In case of any dispute, if bidder is not willing to continue then the product supplied by the bidder shall be retained by BHEL and depreciation will be calculated as per Table given below and BHEL will pay the book value (after depreciation) of the product at that point of time considering the life of the product as 5 years and salvage value as 0 (Zero) at the end of the 5 years provided the product are in working conditions at that point of time.

Illustration Table for Depreciation Calculation: -

Year	Beginning Book Value (Assume)	Depreciation Percent	Depreciation Amount	Accumulated Depreciation Amount	Ending Book Value
1 <sup>ST</sup>	100.00	33.33%	33.33	33.33	66.67
2 <sup>ND</sup>	66.67	26.67%	26.67	60.00	40.00
3 <sup>RD</sup>	40.00	20.00%	20.00	80.00	20.00
4 <sup>TH</sup>	20.00	13.33%	13.33	93.33	6.67
5 <sup>TH</sup>	6.67	6.67%	6.67	100.00	0.00

18.3

The depreciation calculation in above is given in yearly basis. In case the dispute is arisen in between the year then pro-rate monthly depreciation will be calculated corresponding to that month. An example of calculation is given below: -

**Example: -**

If dispute is arisen at 39<sup>th</sup> months (during 4<sup>th</sup> year) then depreciation will be calculated as under :-

Book Value at beginning = 100

Depreciation rate for 4<sup>th</sup> Year = 13.33%

Period = (39-36) = 3 months

Period in terms of year =  $3/12 = \frac{1}{4}$  year

Depreciation Amount Calculation:  $100 * 13.33% * \frac{1}{4} = 3.33$

Book Value at the end of 39<sup>th</sup> month = Book Value at the beginning of 4<sup>th</sup> year - Depreciation amount for 39<sup>th</sup> month =  $20.00 - 3.33 = 16.63$

Similar method shall be applied for any other month.

18.4

Clause no. 18.2 & 18.3 shall be applied to only to those products/items which are in good working conditions only.

18.5	Payment under clause no. 18.2 & 18.3 shall be made after deducting all dues and Penalty, if any .
<b>19</b>	<b>Liquidated Damage:</b>
19.1	In case bidder fails to supply and install any of the items as per clause no. 2.2 above within stipulated time as per clause no. 16 above then LD shall be imposed at 5% of the monthly rent of the items per weeks till the supply and installation is done.
19.2	The above amount shall be deducted from the monthly bill.

## 2. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

## 3. 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.

## 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---**