

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	18-09-2023 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	18-09-2023 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	80 (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 - 27760
Contract Period/अनुबंध अवधि	2 Year(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (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 90 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

Bid Details/बिड विवरण

Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है

Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक

State Bank of India

EMD Amount/ईएमडी राशि

14476

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).

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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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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 :

AGM & HOD/ FINANCE

10210015-PSER, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Agm/finance)

Splitting/विभाजन

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

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन

Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

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:

- 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

Instruction To Bidder:[1694084155.pdf](#)

Payment Terms:[1694084203.pdf](#)

Penalties:[1694084212.pdf](#)

GEM Availability Report (GAR):[1694084242.pdf](#)

Service Level Agreement (SLA):[1694084194.pdf](#)

Scope of Work:[1694084188.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1694084968.pdf](#)

Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):[1694084259.pdf](#)

Custom Bid For Services - 27760 (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	27760
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES

Specification	Values
Addon(s)/एडऑन	

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

2. Buyer Added Bid Specific Scope Of Work(SOW)

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

3. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

BHEL PSER, KOLKATA

A/C (Name of the Seller). 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 Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

4. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

BHARAT HEAVY ELECTRICALS LIMITED
Account No.
11107800029
IFSC Code

SBIN0004289

Bank Name

STATE BANK OF INDIA

Branch address

COMMERCIAL BR., SALT LAKE, SECTOR-V

. Successful Bidder to indicate Contract number and name of Seller 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 in place of PBG within 15 days of award of contract.

5. Buyer Added Bid Specific SLA

Text Clause(s)

1.0	Bidders should fill all documents completely in the manner as specified in NIT within specified date and time before submitting the form.
2.0	Bharat Heavy Electricals Ltd., takes no responsibility for any delay, loss or non-submission of tender document online and also reserve the right to reject any or all the tenders without assigning any reason thereof. Tenders not accompanied by prescribed earnest money are liable to be summarily rejected.
3.0	Tender shall be opened by the authorized officers of BHEL in the e-procurement platform at the specified time and date.
4.0	The bidders shall closely peruse all the clauses, specification indicated in the tender documents before quoting. If bidders have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omission in the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., shall at once contact the authority inviting the tender for clarification before submission of offer.
5.0	Before tendering, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on the ground of lack of knowledge.
6.0	Bidder must fill up all the schedules and annexure and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the tender specification must be SIGNED AND SUBMITTED ALONG WITH THE OFFER by the bidder in token acceptance thereof. The information furnished shall be complete by itself.
7.0	The bidder shall quote the rates (upto two decimals) in English language and international numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate. For the purpose of the tender, the metric system of units shall be used.
8.0	Qualification of Bidders:
8.1	Only bidders who meet all the <u>PRE - QUALIFICATION CRITERIA</u> of tender are expected to quote for this work.
9.0	SCOPE OF WORK
9.1	Supply and installation of photo copier machine at 'BHEL Bhawan' for carrying out photocopying job.

9.2	<p>Bidder shall install one Photocopier machine in BHEL Bhawan which has following minimum features:</p> <ul style="list-style-type: none"> a) It should be fully multifunctional, digital, Copy, Print, Scan and Fax functionality. b) It should have capacity of giving 33ppm A4/ 16pmm A3 output. c) It should have Laser dry electrostatic transfer imaging system. d) It should have Wide range zoom from 25% - 800% in 1% increments from platen glass.
9.3	Deployment of Operator
9.3.1	The Bidder shall ensure that the employees deployed by them at BHEL premises for providing the above service under this contract are not involved in any trade union activities at any point of time.
9.3.2	<p>The Bidder shall in furnish following in respect of their employees:</p> <ul style="list-style-type: none"> (i) Name (ii) Father's name (iii) Date of birth (iv) Educational qualification (v) Past experience (vi) Two identifying body marks (vii) Full residential address (viii) Permanent home address (ix) Passport size photograph. (x) Copy of Aadhar Card / Photo Identity Card
9.3.3	The manpower deployed under this contract should not be below 18 years of age. Such persons should be physically and mentally fit and should not have any criminal record.
9.3.4	The Bidder shall provide each employee with employment/identity card with photograph duly verified and attested by the Bidder to his employees. The Bidder should indicate the name of the proprietary/partnership firm/company, place of work, contact number and duration of validity of Card.
9.3.5	The Bidder shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities. Bidder must ensure that his operational cost towards operator statutory wage and other miscellaneous expenditure (if any) for executing this work must be within the quoted rate. .
9.3.6	Photocopy service to be made available from 9.00 Hrs. to 18:30 Hrs. on all working days. In case of exigencies of work, photocopy services may have to be provided even after office hours/on holidays for which no extra charges will be payable to the Bidder by BHEL.

9.3.7	BHEL has the privity of the contract with the Bidder only and will give instructions to the Bidder or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the Bidder. The relationship between BHEL and the Bidder will be that of independent entities and nothing herein contained will amount to joint venture, partnership or employer –employee relationship.	
9.4	SUPPLY OF CONSUMABLES & MATERIALS:	
9.4.1	All materials/consumables including paper, tonner etc. required for Photocopying works & Binding will be supplied and arranged by Bidder within their quoted rate. No extra claim for supply of materials etc. will be entertained.	
9.4.2	Paper for Photocopying work must be of 75 GSM.	
9.4.3	Toner of Branded company / manufacturer as and when required for machines so installed and under service of BHEL.	
9.5	MAINTENANCE:	
9.5.1	The Bidder shall solely be responsible for day to day maintenance / repair at his own cost to provide interrupted service and to provide quality photocopying where no scratch or unwanted ink impression appears on the photocopy paper. BHEL will not pay any extra charges for repair/maintenance of the machine.	
9.5.2	Bidder shall ensure that Photo Copier machine are operational on all working days.	
9.5.3	In case of breakdown of photocopier machine for more than three days, Bidder shall have to arrange for replacement of machine immediately so that work of BHEL does not suffer due to non-availability of machine.	
9.6	Bidder shall carry out photo copying and various type of binding jobs of various official documents as per technical Specifications specified at clause 10 below	
10.0	TECHNICAL SPECIFICATION	
10.1	Photo Copying Works	
	ITEM DESCRIPTION	TECHNICAL DETAILS
10.1.1	PHOTOCOPY A4 SIZE - SINGLE IMPRESSION- B&W	(i) BLACK AND WHITE Photocopy of documents (any size, limiting to A3) into A4 size copy in single side impression. (ii) Photocopy to be executed on site i.e. BHEL BH AVAN.
10.1.2	PHOTOCOPY A4 SIZE BOTH SIDES (BACK TO BACK) IMPRESSION- B&W	(i) BLACK AND WHITE Photocopy of documents (any size, limiting to A3) into A4 size copy in both side (back to back) impression. (ii) Photocopy to be executed on site i.e. BHEL BH AVAN.

10.1.3	COLOUR PHOTOCOPY A4 size - SINGLE IMPRESSION	(i) Colour Photocopy of documents (any size, limiting to A3) into A4 size copy in single side impression. (ii) Photocopy to be executed off site
10.1.4	COLOUR PHOTOCOPY A4 SIZE BOTH SIDES (BACK TO BACK)	(i) Color Photocopy of documents (any size, limiting to A3) into A4 size copy in single side impression. (ii) Photocopy to be executed off site
10.2	BINDING JOBS	
	ITEM DESCRIPTION	TECHNICAL DETAILS
10.2.1	ORDINARY POLL BOARD BINDING	(i) ORDINARY POLL BOARD BINDING means book binding by arranging, stitching, stapling, cutting, applying glue/ gum & binding of A4 size documents & papers. (ii) A book may contain upto 200 Sheets or more. (iii) The book may require to be added additional set of sheets. (iv) Additional set of sheets means additional sheets upto 25 counts. (v) The item to be executed on site i.e BHEL BHAVAN. (vi) The Poll Board to be supplied by the Bidder. (vii) The Poll Board should be arranged as front and back cover of the Book. (viii) The Poll Board should not be generally white in colour and should not be less than 100 GSM. (ix) The input /Documents /Papers for Poll Board binding would be given in hard copy. (x) The item to be executed on site i.e BHEL BHAVAN

10.2.2	SPIRAL BINDING	<p>(i) SPIRAL BINDING means book binding by arranging, cutting punching, perforation and stitching & binding of A4 size documents & papers.</p> <p>(ii) A book may contain upto 50 sheets or more.</p> <p>(iii) The book may require to be added additional set of sheets</p> <p>(iv) Additional set of sheets means additional sheets upto 25 counts.</p> <p>(v) The Plastic Coated Cover to be supplied by the bidder.</p> <p>(vi) The Plastic Coated Cover should be arranged as front and back cover of the book.</p> <p>(vii) The Plastic Coated Cover used as front cover should be transparent and used as back Cover should generally be non-transparent.</p> <p>(viii) The Plastic Cover should not be less than 100 Micron</p> <p>(ix) Printing of title (as directed by indenter) on front cover to be done by the bidder.</p> <p>(x) The book may be required to be made in one or more copies. For making copies, the bidder may have to carry out Photocopying work.</p> <p>(xi) The input /Documents /Papers for spiral binding may be also be given in soft copy. In that case, the bidder is required to make copy by printing on A4 Size papers (minimum 75 GSM).</p> <p>(xii) The item may be executed on site i.e BHEL BHAVAN or off site as specified in requisition.</p>
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11.0	Tentative Quantity for Execution			
	ITEM DESCRIPTION	UoM	TENTATIVE QUANTITY PER MONTH	TENTATIVE QUANTITY FOR TWO YEARS
11.1	PHOTOCOPY A4 SIZE - SINGLE SIDE IMPRESSION- B&W	Sheet	25000	600000
11.2	PHOTOCOPY A4 SIZE BOTH SIDES (BACK TO BACK) IMPRESSION- B&W	Sheet	2500	60000
11.3	COLOUR PHOTOCOPY A4 size - SINGLE IMPRESSION	Sheet	10	240
11.4	COLOUR PHOTOCOPY A4 SIZE BOTH SIDES (BACK TO BACK)	Sheet	10	240

11.5	ORDINARY POLL BOARD BINDING AND CONVERSION INTO A BOOK, CONSISTING UPTO 200 SHEETS. (MINIMUM GUARANTEED SHEETS FOR ORDINARY POLL BOARD BINDING SHALL BE 200 IN NUMBER)	BOOK	30	720
11.6	ADDITION OF SHEETS UPTO 25 SHEETS BEYOND 200 SHEETS FOR ORDINARY POLL BOARD BOOK BINDING	SET	100	2400
11.7	SPIRAL BINDING WITH PLASTIC COATED COVER AND CONVERSION INTO A BOOK CONSISTING OF UPTO 50 SHEET (MINIMUM GUARANTEED SHEETS FOR SPIRAL BINDING SHALL BE 50 IN NUMBER)	BOOK	10	240
11.8	ADDITION OF SHEETS UPTO 25 SHEETS FOR SPIRAL BOOK BINDING	SET	100	2400
12.0	Contract Value/Quantity Variation			
12.1	Estimated quantity for the execution is mentioned in Sl. No. 11 above.			
12.2	However, based on the requirement, the contract value may vary upto +/- 30% due to quantity variation.			
13.0	<u>Commencement Of Work & Contract Period:</u>			
13.1	Bidder shall start the work within five days from the date of placement of LOI.			
13.2	The contract period will be Two (02) years from the date of start of work.			
14.0	<u>Completion/Delivery Period</u>			
14.1	The day to day order to the contractor shall be given through telephone/email/onsite. In response to the telephonic/email order, the contractor shall arrange for collection of documents and prescribed requisition within reasonable time.			

14.2	Except off site binding all other jobs (on site) under the job scope shall be completed and delivered within 02 working days after receipt of job. Time schedule for the any off-site binding job is 07 working days from the placement of requisition/order. Each requisition slip must be certified by requisitioned department of the particular job. For calculation of the working days, job receiving day by Bidder (for physical handing over or emailed files after 1400 Hrs) would not be counted.
15.0	Payment Terms :-
15.1	The contractor shall present the monthly bills along with the requisition cum certification of work done during the month.
15.2	On receipt of the monthly bills, the same shall be checked and verified by HRM department. After verification of the bills, the same shall be forwarded to Finance & Accounts department of release of payment after deduction of all applicable taxes.
15.3	<p>The payment shall be made in Indian currency only by Account Payee cheque/RTGS. Payment will be made on monthly basis and it will be released as per details given below upon receipt of bill complete in all respect at BHEL PSER, HR Department, Kolkata. :</p> <ol style="list-style-type: none"> 1. Micro or Small Enterprise (MSE) – Within 45 days 2. Medium Enterprise – Within 60 days 3. Non MSME – within 90 days. <p>Please Note, Applicable GST shall be released only upon compliance of following:</p> <p>(i) Such Invoice declaring in IFF/GSTR-1; and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal.</p> <p>(ii) Receipt of Goods / services and Tax Invoice by BHEL.</p> <p>(iii) Confirmation of payment of such GST thereon by successful bidder on GSTN Portal; and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter.</p> <p>(iv) Above is subject to receipt of goods / service and tax invoice thereof along with the successful bidder declaring invoice in return and paying GST within timeline prescribed for availing ITC by BHEL.</p> <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 & 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>
15.4	Payment shall be made based on the actual quantity and measurement certified by BHEL and the price derived from the quoted price by the contractor and weightage given in the price schedule.

15.5	The quoted rates/price of each item will remain firm during contract period irrespective of quantity variation.
15.6	Paying Authority: Finance Department, BHEL PSER-KOLKATA
16.0	TAXES AND DUTIES
16.1	<p>Bidder's quoted/ accepted rates/ price shall be inclusive of all taxes including GST, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract.</p> <p>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. However, any increase of GST subsequent to due date of offer submission as per NIT & 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.</p> <p>Benefit of any decrease of taxes including GST, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract; subsequent to due date of offer submission as per NIT & TCN, by statutory authority shall be passed on to BHEL.</p>
16.2	<p>Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract.</p> <p>Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.</p>
16.3	Since GST on output will be paid by BHEL as enumerated above, bidder's quoted rates / price should be after considering the Input Credit under GST law at bidder's end.
16.4	TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.
16.5	TDS under GST shall be deducted as per prevailing GST rules from the bills.
16.6.1	You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.
16.6.2	In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.
16.6.2.1	TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.
16.6.2.2	Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.
16.6.2.3	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.

16.6.3	<p>In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted alongwith each invoice: -</p> <p>"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.</p>
16.6.4	<p>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.</p>
16.6.5	<p>You shall comply with all statutory amendment/notifications in this respect.</p>
16.7	<p>Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following.</p> <p>BHEL GSTN - Refer attached GSTN code table of BHEL.</p> <p>Name - BHARAT HEAVY ELECTRICALS LIMITED</p> <p>Address - Shall be intimated later.</p> <p>Specific details of BHEL GSTN, Name and Address as stated above, have been specified elsewhere in the tender.</p>
16.8	<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>
16.9	<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>
16.10	<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 & Rules referred there under</p>
16.11	<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>

16.12	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.
16.13	<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>
16.14	<p>Successful bidder to arrange for e-waybill for any movement of goods for 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 & 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>
16.15	Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & 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.
16.16	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.
17.0	Penalty & Termination Clauses
17.1	If successful bidder fails to start the work within the stipulated time, BHEL at its sole discretion has a right to cancel the order without any monetary / legal obligation.
	In case of Break down and non-availability of service of photocopy machine beyond three days a penalty of Rs. 300 per day will be imposed on Bidder.
17.2	If Bidder fails to provide photocopying or binding job at any time during the contract then 150% of the cost of carrying the job from other agency would be imposed as penalty and would be recovered from Bidder RA bill or SD as the case may be.
17.3	BHEL has a right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations.

17.4	Obtaining the Export / Import License, if any required is the responsibility of the supplier. In case of delay in supplying the equipment in time, due to this reason, BHEL has a right to cancel the order without any monetary / legal obligation. To this extent supplier has to give the confirmation.
17.5	For delayed delivery of the job beyond stipulated time, 2 % per day of the value of the defaulted job would be deducted for the 1 st week and beyond 1 st week no payment would be admissible for the defaulted job. Beyond 2 nd week of delay BHEL reserve right to initiate legal action with or without serving any notice to Bidder.
17.6	Relevant penal clauses in SLA of GeM is also applicable and GeM clause(s) will supersede in case of conflict, if any.
18.0	LIQUIDATED DAMAGE (LD)
18.1	<p>Subject to force majeure, If Bidder fails to complete the job as per aforesaid completion/delivery period, BHEL shall have the right to recover as liquidated damages (LD) a sum equivalent to 0.5 % of the order value for delay of each week or part thereof. The liability for delay shall not in any case exceed 10 % (ten percent) of the order value. For this purpose, the period of delay shall be the delay attributable to Bidder for completion of job as per contract.</p> <p>In case of LD recovery, the applicable GST shall also be recovered from Bidder.</p>
19.0	FORCE MAJEURE
19.1	<p><u>The Bidder shall be subject to force majeure clause defined as under:</u></p> <p>This force majeure is herein defined as any cause which is beyond the control of the Bidder which they would not have foreseen or with a reasonable amount of diligence could not have foreseen and which subsequently affect the performance of the contract such as SRCC (strike riot and civil commotion), earthquake, flood, acts of god, acts of any government, domestic or foreign including but not limited to war. The Bidder shall not be liable for delay in performing his obligation resulting from any force majeure clause as referred to and/or defined above. The date of completion will be subject to hereinafter provided be extended by a reasonable time even though such cause may occur after Bidder's performance of his obligation has been delayed for other causes.</p>
20.0	ARBITRATION
20.1	In the event of any dispute or difference arising between the parties to this contract regarding execution of the same or their respective rights and liabilities thereunder, the same shall except as otherwise expressly provided therein, be referred to sole arbitration of General Manager, BHEL, PSER, Kolkata or any other person nominated by him and provisions of the "The Arbitration and Conciliation Act, 1996" of India or any statutory notification or re-enactment thereof and rules framed thereunder from time to time shall apply to such arbitrations. The decision of arbitrators shall be binding both on seller and purchaser. The venue of arbitration shall invariably be Kolkata, India.
21.0	JURISDICTION
21.1	All disputes or differences arising under out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of court at Barasat, Kolkata.

22.0	OTHER POINTS
22.1	The Bidder shall abide by the provisions of Employee's Compensation Act, 1923, Employees' State Insurance Act, 1948, Industrial Dispute Act & Rules, Contract Labour (R&A) Act-1970, Provident Fund and Miscellaneous Provisions Act-1952, Bonus Acts & Rule, Minimum Wages Act-1948 and Rules made and payment of wages Act -1936 and Rules etc.. BHEL will not be held responsible for any injury sustained by Bidders' worker while on duty. In the event of any injury/accidental death of the employee on duty, the Bidder will have to pay necessary compensation to the legal heirs of said employee and that will not be reimbursed by BHEL. In case of failure to pay the compensation as decided by the competent authority as per Employee's Compensation Act, the Officer-in-charge will deduct necessary amount from any outstanding bill of the Bidder and deposit the same with competent authority.

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---