



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023/B/39

Dated/दिनांक : 09-09

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	30-09-2023 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	30-09-2023 18:30:00
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	10110009-heap, Haridwar
Total Quantity/कुल मात्रा	2
Item Category/मद केटेगरी	Assembly PIT structure for Upgraded SRGM (Q3)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Certificate (Requested in ATC),Compliance BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes
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	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 90 days of issue consignee receipt-cum-acceptance certificate (CRAC) and or submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)

Bid Details/बिड विवरण

Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
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EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	150000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	25

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं, विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

Beneficiary/लाभार्थी :

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

Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to be given to a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Or Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises in respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE or Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

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. 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

Assembly PIT Structure For Upgraded SRGM (2 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	70%
Min Cost Allocation for ICT as a % of product cost	30%
Number of days allowed for ICT after site readiness communication to seller	45 Days/दिन
ITC Available On GST	100%
ITC Available On GST Cess	100%

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

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

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

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीव दिन
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	2	180

Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनु जीएसटी i.r.o. Items
1	TECHSPECH View	TECHNICAL SPECIFICATIONS	Assembly PIT Structure For Upgraded SRGM(2)
2	PQR View	PQR	Assembly PIT Structure For Upgraded SRGM(2)
3	CBOM View	CBOM	Assembly PIT Structure For Upgraded SRGM(2)
4	MII View	MAKE IN INDIA CERTIFICATE	Assembly PIT Structure For Upgraded SRGM(2)
5	NDA View	NDA	Assembly PIT Structure For Upgraded SRGM(2)

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

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

1. Generic

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

2. Inspection

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:

Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected ATC):

NOT REQUIRED

Post Receipt Inspection at consignee site before acceptance of stores:
AT BHEL HEEP STORE

3. Generic

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

PARAS
CENTRAL PLANT STORE
BHEL HEEP
HARIDWAR
UTTRAKHAND-249403

4. Forms of EMD and PBG

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

BHEL HEEP
Account No.
10667995458
IFSC Code
SBIN0000586
Bank Name
State Bank of India
Branch address
State Bank of India SME Branch Ranipur, Sector-5A , BHEL RANUPUR HARDWAR PIN - 249403, UK .

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.

5. Forms of EMD and PBG

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

BHEL HEEP
payable at
HARIDWAR

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

6. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

7. **Warranty**

Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

SPECIAL TERMS AND CONDITIONS

Sl. No.	Material Code & Item Description	Total Quantity (No)	Delivery
1)	Material Code - ZWO148101011; Assembly PIT structure for Upgraded SRGM (457600000/72) AS PER drawing 17820068072 with Installation at BHEL workshop	02 No	Delivery is required within 6 months from the date of PO or June 20 whichever is later. Early delivery is not acceptable.

PAYMENT TERM:

80% payment of Supply value shall be made within 45 days for MSE, 60 days for Medium Enterprises and 90 days for Non-MSE from the date of receipt of material at BHEL. Balance 20% of Supply value plus 10% of E&C portion of PO value will be paid against E&C certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for 25 months from the date of successful commissioning and acceptance by BHEL, by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor.

3) Bank Guarantee and Loading against non-acceptance of BHEL's Payment Terms:

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

4) ERECTION & COMMISSIONING - Erection & Commissioning (E&C) value will include services to be provided at BHEL like erection, commissioning, job proving, performance tests, training to operators etc. (wherever is applicable for this case).

The estimated percentage of erection & commissioning value is: 30.0 % of total material cost.

E&C value should be quoted separately by bidders. Only in case where quoted value is less than the (in %) specified in the NIT or separate E&C values are not mentioned in the offer, value for E&C portion will be deemed to be considered as the value indicated in NIT & accordingly supply value will be adjusted so that quoted value and balance will be released as E&C payment.

5) ERECTION & COMMISSIONING TIME PERIOD: Vendor to complete the E&C within 45 days from the date of first intimation.

6) CHARGES FOR SERVICES AT BHEL HARIDWAR: Prices offered on GeM portal shall be inclusive for the complete scope of work.

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7) LATE DELIVERY PENALTY CLAUSE: Penalty for Delay in 'SUPPLY' and 'E&C':

For the purpose of Liquidated Damages for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.

Liquidated Damages on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Liquidated Damages will be considered separately for 'Supply' and 'E&C'.

A. For delay in Supply:

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

B. For Delay in Erection & Commissioning:

The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).

Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).

In case PO includes more than one machine, the penalty shall be @ 0.5% per week of delay of total PO value (Supply + E&C) for the delayed machine.

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

Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestone-wise activities in co-relation with Supply and E&C period quoted by him.

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

Indigenous Suppliers:

- a. Delivery Ex-works: - Date of GR /LR
- b. Delivery FOR Transporter Godown: - Date of GR/LR

c. Delivery FOR Destination: - Date of receipt at BHEL Haridwar (if supply is direct to BHEL) +
of GR +

one week (if documents are through bank)

Delivery date to be considered for calculating Late Delivery Penalty: Delivery FOR Destination
Date of receipt at BHEL Haridwar (if supply is direct to BHEL).

8) Evaluation shall be done on Total Landed Cost to BHEL Haridwar.

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

9) Date of Part-1 Opening shall be considered for Cost Evaluation Process.

10) The evaluation currency for this tender shall be INR.

11) Delivery Basis: FOR Destination Basis (Date of receipt at BHEL Haridwar (if supply is direct to BHEL)).

12) PRE-DISPATCH INSPECTION CLAUSE: PDI is not required for this case but Vendor to submit documents for dispatch clearance.

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

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

14) Purchaser i.e. BHEL, Haridwar reserves the right to cancel this GEM Custom Bid Tender Enquiry at any stage of Tender Enquiry but, before Purchase Order Placement on GeM Portal. BHEL Haridwar shall not be liable to any of the bidder/or any other agencies to tell the reason for cancellation of this GEM Custom Bid Tender Enquiry. In this matter the decision of Purchase which is BHEL Haridwar shall be final and cannot be challenged in any court of Law.

15) PERFORMANCE BANK GUARANTEE (PBG): Performance Bank Guarantee (PBG) valid for 25 months from the date of final commissioning & acceptance at BHEL Haridwar) from any of the Indian branches of Consortium Banks of BHEL or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format in the currency of order. The PBG confirmation charges shall be borne by vendor. This bank guarantee shall have to be submitted before release of last balance payment.

The PBG should be in BHEL's PBG format and should be from one of the Indian branches of BHEL Consortium banks or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL. The confirmation charges shall be borne by vendor. The Performance of Bank Guarantee and the list of BHEL Consortium bank are displayed at BHEL website www.hwr.bhel.com.

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

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

17) ERNEST MONEY DEPOSIT (EMD): EMD shall be applicable for this tender of **Rs. One Lakh Fifty thousand and only.**

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

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

Please note that EMD by the tenderer shall be forfeited as per Tender Documents if, the successful bidder refuses to honor the order after award of the same or him and/or withdraws his bid and/or unilaterally changes the offer and/or any of its terms & conditions within the validity period.

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

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

18) Settlement of Disputes:

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

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

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

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

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

20) Arbitration Clause:

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

21) Risk Purchase Clause

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

22) Force Majeure Clause

- a) Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc.
- b. The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate the contractor for expenses.
- c. Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months.
- d. Evidence for this would be "Force Majeure" certificate issued by chamber of commerce of the concerned country.

23) War Like Situation

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

is confirmed by Indian Embassy.

24) Action against Bidders / vendor / supplier / contractor in case of default:

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

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

25) Taxes & duties

GST Registration Number

Address of Principal place of Business

Type of Business

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

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

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

Please submit your GST registration certificate.

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

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

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

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

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

26) Purchase Preference for (Make in India)

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

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

26. Non-Disclosure Agreement: -Tender enquiry for Assembly PIT structure for Upgraded SRGM is being invited through GEM Portal. BHEL Haridwar has internal drawings for this tender enquiry along with Technical Specifications and PQR which shall be required by the participating bidders for better understanding of the requirement of Assembly PIT structure for Upgraded SRGM before quoting the tender.

BHEL Haridwar has uploaded Technical Specifications, PQR, drawings of Assembly PIT structure for Upgraded SRGM, Non-Disclosure Agreement Copy on www.hwr.bhel.com and www.bhel.com. As drawings are confidential so considering this, drawings will be shared to bidders only after furnishing Non-disclosure Agreement (NDA) from respective bidders to BHEL. Whoever bidder desired to participate in the tender enquiry for Assembly PIT structure for Upgraded SRGM, and wanted to get the drawings. it is mandatory for participating bidder to send the signed and stamped copy of Non-Disclosure Agreement (two sets in duplicate) to the address – Ashish Keshari, Manager, Purchase Capital, BHEL, HEEP, Ranipur, Haridwar 24940. Also send a hard and scanned copy of same to the email address ashishkumar.keshari@bhel.in

27) Conflict of interest among Bidders/Agents

“A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity’s interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) They have controlling partner (s) in common; or
- b) They receive or have received any direct or indirect subsidy/financial stake from any of the parties in this bidding process; or
- c) They have the same legal representative/agent for purposes of this bid; or
- d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/Assemblies from a single manufacturer in more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/foreign agent on behalf of only one principal;
- g) A bidder or any of its affiliates participated as a consultant in the preparation of the desired technical specifications of the contract that is the subject of the bid; or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare if they have such sister/common business/management units in same/similar line of business.”

28) The Bidders has to declares that they will not enter into any illegal or undisclosed agreement or und

ding, whether formal or informal with other Bidder(s). This applies in particular to prices, specific certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restmpetitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having ed in above activities, suitable action shall be taken by BHEL as per extant policies / guidelines.

- 29) *GST Input Tax Credit shall be applicable for this tender.*
- 30) *Material TC and warranty certificate required.*
- 31) *Warranty period shall be 24 months from date of successful erection and commissioning of materia.*
- 32) *Material Test Certificates are required.*
- 33) *Any deviation taken by supplier from Drawing to be indicated specifically.*
- 34) *Operation and Maintenance manual are not required.*
- 35) *HSN Code is 7326.*
- 36) *Vendor to fill up and attach PQR & Technical Specification as per format enclosed in the GeM Custom.*
- 37) *Suppliers are requested to send point wise reply to BHEL Technical Specification.*
- 38) *Price Bid Validity shall be 180 days from the date of part-1 opening.*
- 39) The vendor needs to supply the items in line with the clauses of the attached technical specification s per terms of the tender document.
- 40) Restrictions under Rule 144(xi) of the General Financial Rules (GFRs)
 - I. Any bidder from a country which shares a land border with India will be eligible to bny procurement whether of goods, services (including consultancy services and non-ccncy services) or works (including turnkey projects) only if the bidder is registered with mpetent Authority. Further, any bidder (including bidder from India) having specified Tr r of Technology (TOT) arrangement with an entity from a country which shares a land l with India, shall also require to be registered with the same competent authority.
 - II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain co) means any person or firm or company, including any member of a consortium or joir ure (that is an association of several persons, or firms or companies), every artificial ju person not falling in any of the descriptions of bidders stated hereinbefore, including i ency branch or office controlled by such person, participating in a procurement proces
 - III. "Bidder (or entity) from a country which shares a land border with India" for the purp this Order means: -
 - An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or register uch a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture fa er any of the above
 - IV. The beneficial owner for the purpose of (iii) above will be as under:
 - In case of a company or Limited Liability Partnership, the beneficial owner is the natur: on(s), who, whether acting alone or together, or through one or more juridical person, ontrolling ownership interest or who exercises control through other means.

- 41) For any kind of queries related to this tender enquiry, kindly contact following executives
yash-pal@bhel.in /+91 9012227802/01334281961
ashishkumar.keshari@bhel.in /+919997459201/01334281961.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemptions provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category being bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance with the laws of the country of origin and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास

हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अतत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---
