



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023/B/436942

Dated/दिनांक : 20-12-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	30-12-2023 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	30-12-2023 17:30:00
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	Built up Trucks (V2) (Q1)
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),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	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

Bid Details/बिड विवरण

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

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). 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 :

BHEL HEEP HARIDWAR

10110009-HEEP, Haridwar, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises. BHEL HEEP RANIPUR HARIDWAR 249403 UTTARAKHAND. (Bharat Heavy Electricals Limited Siri Fort New Delhi Through Division BHEL Heep Haridwar)
(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 qualify as 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 which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid 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 OEMs other than companies as per the Public Procurement (preference to Make-in -India) Order 2017 dated 04.06.2020. Only 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 MII 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 and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

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

Built Up Trucks (V2) (2 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Generic Parameters	Type of load body	Fixed Side Deck, Drop Side Deck
	Type of fuel	Diesel, Petrol

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Vehicle emission compliance	BS-VI
	Engine aspiration system	Natural, Supercharged, TurboCharged, Turbocharged Intercooled
	Fuel tank capacity (liters) for diesel / petrol	50 to 100 Liters, 150 Liters and above
	Kerb weight (Kg)	Any applicable numeric value (kilogram)
	Type of vehicle tire	Tube, Tubeless, Radial, Bias
	Vehicle transmission system	Automatic, Manual
	Type of steering	Power Operated
Constructional Parameters	Overall length (mm)	Any applicable numeric value (millimeter)
	Overall width (mm)	Any applicable numeric value (millimeter)
	Overall height (cabin) (mm)	Any applicable numeric value (millimeter)
	Number of front tire (Nos)	2
	Number of rear tire (Nos)	2, 4
Performance Parameters	Vehicle mileage for diesel / petrol (declared by OEM as certified by Test Agency under Rule 115of CMVR 1989) (Km/Ltr)	0 - 9999999
	Vehicle mileage for CNG (declared by OEM as certified by test agency under rule 115 of CMVR 1989) (Km/Scm) (Scm : Square Cubic Meter)	0
	Warranty distance (Km) unlimited during warranty period	Yes, No
	Warranty time (Months)	12

Additional Specification Parameters - Built Up Trucks (V2) (2 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Minimum payload capacity	03 Ton
Load body Length required.	Not less than 3,048 mm.
Load body Width required	Not less than 1,828.8 mm

Specification Parameter Name	Bid Requirement (Allowed Values)
Battery warranty (In Months) and GPS	Minimum 12 Months and yes
Tooling & Spare Wheels	Standard Tool kit & 01 No

* Bidders offering must also comply with the additional specification parameters mentioned above.

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/प्रेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प्रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	2	90

Special terms and conditions-Version:2 effective from 27-07-2023 for category Built up Trucks (V2)

1. **SPECIAL TERMS & CONDITIONS FOR AUTOMOBILES**

The following Special Terms and Conditions (STC) will be applicable for the Automobile categories mentioned below for enlisting of products in GeM market and for procurement through Direct Procurement mode only. T STC would supersede the General Terms and Conditions (GTC) in respect of the conditions mentioned below for the below categories.

Automobile Categories

1. Ambulances - R
2. Automotive Chassis Fitted with Engine
3. Built Up Trucks (V2)
4. Buses
5. Cars (V2)
6. Troop Carrier Police Vehicles
7. Two Wheeler - Motorcycle, Scooter and Moped (V2)
8. Utility Vehicles (V2)
9. Water Truck Cabin Truck with Water Tank

Special Terms and Conditions

1. Only manufacturers of the vehicles are allowed to upload their vehicle models in above categories.
2. Manufacturers must give/ensure below mentioned minimum discount on the prevailing MRP across locations while enlisting their products on GeM:

Sl. No	Vehicle category	Minimum Discount percentage
1	Ambulances-R	12%
2	Buses	20%
3	Automotive Chassis Fitted with Engine	15%
4	Built Up Trucks (V2)	15%
5	Troop Carrier Police Vehicles	15%
6	Water Truck Cabin Truck with Water Tank	15%
7	Cars (V2)	12%
8	Utility Vehicles (V2)	12%
9	Two Wheeler - Motorcycle, Scooter and Moped (V2)	12%

Seller may also offer additional slab discount for higher quantity.

- Presently, the portal does not provide for uploading of the same catalogue with different MRP for different locations. Therefore, net prices inclusive of discounts shall be indicated by manufacturers while offering their products on GeM. The seller may quote freight charges extra on per km basis or include freight charges in the total price offered for the catalogue. In both the cases, the seller will indicate applicable freight charges in the catalogue (zero in case freight is inclusive). The vehicle for Defence Buyer will be quoted separately with suffix "Defence" against each model.
- In the scenario where the freight charges are quoted separately, the freight charges shall be calculated by the seller at the time of invoicing by multiplying distance with freight per KM indicated in contract specification. After supply of vehicles, the seller while submitting the invoice will indicate the freight amount at actuals subject to upper ceiling of freight charges as worked out by multiplying per KM freight charges with distance as mentioned above. The Contract will indicate the total amount inclusive of taxes only without freight charges. Therefore, while blocking the amount, additional funds in the range 2% to 14% shall be blocked over and above the total price inclusive of all taxes to cover the full requirement for freight charges on approximate basis.
- In the scenario where the freight charges are quoted as zero by the seller in the catalogue and price in the portal are inclusive of freight charges, the Contract will indicate the total amount inclusive of all taxes and freight charges. Therefore, while blocking the amount, buyer may select 0% as the additional funds to be blocked over and above the total price.
- Seller can decline the order in case the freight charges payable by buyer are less than applicable amount. An incident for this denial of order will not be raised by the buyer and will not be entertained by GeM. Therefore, buyer is advised to select appropriate percent of freight charges while blocking the funds. However, the payment of freight charges to the seller would be as per actuals and is not linked with the percent of funds blocked in lieu of freight charges.
- Delivery Period shall be 90 days. Delivery period for Built-up Vehicles like Ambulances, Troop Carrier, Water Tankers, Buses, and Built-up Trucks shall be 120 days considering extra time involved in fabrication. OEMs shall ensure that the prices offered on GeM by them for a particular model is the lowest and no supply shall be made to any Buyer, Government or Private, at a price lower or equal to that on GeM. In case of violation of this, GeM administration will review for removal of the model from GeM.

- including other action as stipulated in General Terms and Conditions of GeM.
8. All manufacturers of Automobiles may upload their vehicles on GeM as per above guidelines. The guidelines are applicable only to GeM and Government Buyers shall utilize the portal for making on-line purchases through GeM.
 9. Ceiling of direct buying as mentioned in GTC will not be applicable for vehicles under above Automobile categories. As such, buyers may go for Direct Purchase even beyond Rs. 25,000/- for these categories. For any bulk purchases, a comparison of rates and discounts may be made for similar vehicles and a bidding may be considered as the preferred option.
 10. No Buyer other than Defence Buyer will select vehicle with suffix "Defence". In case Buyer does so, the responsibility for non-supply of vehicle rests with Buyer. Seller can decline the order in this scenario and an incident for this denial of order will not be raised by the buyer and also will not be entertained by GeM.
 11. No Government Buyer Central/State/PSU/Autonomous body/Academic Institute/Local Bodies etc. shall place any order at GeM prices outside GeM. Buyers shall note that prices on GeM are only applicable when the procurement is made through GeM portal. Using GeM prices for procurement outside GeM portal is strictly prohibited. Such action will violate the basic principles of transparency and accountability enshrined in GeM.

Note

1. Even though direct purchase is permitted for the above-mentioned categories, buyer may decide to go for bidding as per his requirement.
2. In case of bidding for the above-mentioned automobile categories, buyer is advised to exempt the OE from submission of Earnest Money Deposit and Performance Security.
3. Freight charges shall not be paid as additional amount in case the procurement is done through bidding process since price offered in bidding is on free delivery consignee place basis.

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

1. Generic

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

2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SPECIAL TERMS AND CONDITIONS

Sl. No.	Material Code & Item Description	Total Qty (No)	Date for Supply Completion
1.	Material Code ZWH140101012 PICKUP TRUCK AS PER ENCLOSED SPECIFICATION	02 No	Delivery is required within 90 days from the date of placement of Purchase Order.

2. **PAYMENT TERM:** 80% payment of PO value shall be made within 45 days for MSE, 60 days for MEF Enterprises and 90 days for Non-MSE from the date of receipt of material at BHEL. Balance 20% of PO value will be paid against acceptance by end user of BHEL, after receipt of all required documents as per Sr. No.2 of scope of supply and submission of Performance Bank Guarantee (PBG) valid for **14 months** (from date of receipt of material at BHEL HEEP Haridwar) 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. **LATE DELIVERY PENALTY CLAUSE:** Penalty on delay in 'Supply' and/or 'demonstration at BHEL Haridwar' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'demonstration at BHEL Haridwar'.

A. For delay in Supply:

The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value subject to a maximum of 10% of total PO value.

B. For Delay in demonstration of Equipment at BHEL Haridwar:

The rate of penalty for delayed demonstration shall be @ 0.5% per week of delay of total PO value subject to a maximum of 10% of total PO value.

Maximum penalty for delay in Supply and delayed demonstration shall be limited to 15% of total PO value.

In case PO includes more than one machine, the penalty shall be @ 0.5% per week of delay on total PO value of 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 BHEL i.e. Custom Duty and freight charges etc. up to destination for such shortages shall be borne by the supplier.

4. BHEL will not provide boarding, lodging, travel cost (Air ticket, local transport etc.) to vendor's representatives visiting BHEL Haridwar for any product related issue.

5. **Evaluation shall be done on Total Landed Cost to BHEL Haridwar.**

Total Landed Cost to BHEL includes Material cost, Demonstration of Equipment, Freight charges, GST etc.

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

7. **Delivery Basis:** FOR BHEL Haridwar Basis.

8. PRE-DISPATCH INSPECTION CLAUSE: Not applicable for this case.

9. Demonstration of the equipment shall be done by vendor within 15 days after first call to the vendor by BHEL.

10. PERFORMANCE BANK GUARANTEE (PBG): Performance Bank Guarantee (PBG) valid for **12 months** (from date of receipt of material at BHEL HEEP Haridwar) by Supplier from any of the Indian branch 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 PBG confirmation charges shall be borne by vendor. The Performance Bank Guarantee and the list of BHEL consortium bank are displayed at BHEL website www.hwr.bhel.cor

11. 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 Bank of BHEL or from a reputed bank and confirmed by any Indian branch of BHEL consortium bank. CEBG shall be kept valid until 30 days after the date of E&C certificate, which will be issued on completion of Installation & 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 case, action will be initiated in line with BHEL's extant guidelines for Suspension of Business dealings with Suppliers.

12. Delivery Period: Delivery is required within 90 days from the date of placement of PO. Early delivery is acceptable.

13. The evaluation currency for this tender shall be INR.

14. Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if 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 I contract, from the bills along with due interest.

15. ATTENDING TO ANY COMPLAINT DURING WARRANTY PERIOD: Vendor will have to ensure continuation 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.

16. Purchaser i.e. BHEL, Haridwar reserves the right to cancel this GEM 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 Bid Tender Enquiry. In this matter the decision of Purchase which is BHEL Haridwar shall be final and can't be challenged.

ed in any court of Law.

17. 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 attempt (which attempt shall continue for not less than 30 days); give 30 days' notice, in writing, invoking arbitration and 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 an Arbitral Tribunal consisting of single arbitrators. Sole arbitrator shall be appointed on mutually agreed 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 may be referred for this clause.

18. 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 B/L 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. Breach of contract, Remedies and Termination

In case of breach of contract, recovery of 10% of total contract value shall be applicable. Recovery shall be done by encashing security instruments like Contract Execution Bank Guarantee, Performance bank guarantee. In case value of security instruments available is less than 10% of total contract value, the balance amount be recovered from other financial remedies (i.e. available balances of the contractor, retention amount, etc. with BHEL) or legal remedies shall be pursued. Further levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

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

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 is located or there is political instability and Indian Embassy located in that country forbids dealing with the said 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 in case the order has already been placed and suspend further dealings till normalcy in the country/ region 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 act against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the process etc.

Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or bidder 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-supplierscontractors>

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 as applicable under GST.

Please submit your GST registration certificate.

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

ment (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 (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.

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 them; or
- c) They have the same legal representative/agent for purposes of this bid; or
- d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/Assemblies from one bidding manufacturer in more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also 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 design or 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 such sister/common business/management units in same/similar line of business.”
- i) The Bidder has to declare that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies / guidelines.

- j) In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such impact shall be to supplier’s account.

Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. How

ver, 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 & condition supersede the terms & conditions found contradictory written elsewhere in the offer.

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

- 28.** GST Input Tax Credit shall be applicable for this tender.
- 29.** Participating bidders must reply against each point of BHEL Technical Specification.
- 30.** Early Delivery is acceptable.
- 31.** Operation and Maintenance manual is required as per Technical Specifications of this tender enquiry.
- 32.** Service manual is required.
- 33.** There is no recommended spare for this item.
- 34.** Special tools are not required however; However, standard tool kit is required.
- 35.** Suppliers are requested to send point wise reply to BHEL Technical Specification.
- 36.** Certification for compliance of the central motor vehicle rules is required.
- 37.** Warranty is required for Min. 12 Months from the date of receipt of the item at BHEL, HEEP, Haridwar.
- 38.** The vendor needs to supply the items in line with the clauses of the attached technical specification as per terms of the tender document.
- 39.** 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 bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border 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 contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
 - III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of 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 registered in such 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 falls under 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 natural person(s), who, whether acting alone or together, or through one or more juridical persons, has a controlling ownership interest or who exercises control through other means.

40. 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 /+919899095970/01334281961.

4. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

5. **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.

6. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

7. **Buyer Added Bid Specific ATC**

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

Disclaimer/अस्वीकरण

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.

6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सरकारी प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इस अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---