



Bid No: GEM/2024/B/4613638  
Date : 10-02-2024

Bid Nur

**Bid Document/ बिड दस्तावेज़**

**Bid Details/बिड विवरण**

<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	21-02-2024 14:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	21-02-2024 14:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	90 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Heavy Industries And Public E
<b>Department Name/विभाग का नाम</b>	Department Of Heavy Industry
<b>Organisation Name/संगठन का नाम</b>	Bharat Heavy Electricals Limited (bhel)
<b>Office Name/कार्यालय का नाम</b>	10140027-hpbp Trichy
<b>Total Quantity/कुल मात्रा</b>	8
<b>Item Category/मद केटेगरी</b>	SSR FOR 36KW HEATER (Q3) , THYRISTO THYRISTOR CONTROLLER FOR 150KW HI 180KW HEATER (Q3)
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Certificate (Requested in ATC),Additional (Requested in ATC) *In case any bidder is seeking exemption supporting documents to prove his eligik evaluation by the buyer
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	50% Lowest Priced Technically Qualified
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Primary product category</b>	SSR FOR 36KW HEATER
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Payment Timelines</b>	Payments shall be made to the Seller wit acceptance certificate (CRAC) and on-lin days time as provided in clause 12 of Ge

**Bid Details/बिड विवरण**

Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/
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**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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**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 per Make in India, Order 2017 as amended from time to time 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 goods or services. 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 goods are manufactured. In case the bid value is more than Rs 10 Crore, the declaration shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or Chartered Accountant, if the OEM is a firm or a partnership firm or a company as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I suppliers as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate in the bid. 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 the Public Procurement Policy for Micro and Small Enterprises Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the goods or services. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for the offer of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid if the bidder is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase price. Such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) provided the bidder is 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 the purpose of Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidder. Also this is not going to be used as a criteria in determining reasonableness of quoted price.

based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of highest to lowest bid. If number of technically qualified bidders is less than 50%, then RA would be rounded off to next higher integer value if number of technically qualified bidders is 2 or 3, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, and Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case of contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for Make in India preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of seller shall also be allowed to participate in the RA process.

#### Evaluation Method ( Item Wise Evaluation Method )

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details under each schedule are as under:

Evaluation Schedules	Item/Category
Schedule 1	Ssr For 36kw Heater
Schedule 2	Thyristor Controller For 68kw Heater
Schedule 3	Thyristor Controller For 150kw Heater
Schedule 4	Thyristor Controller For 180kw Heater

#### SSR FOR 36KW HEATER ( 5 pieces )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)  
(अधिकतम 50% और 20% स्थानीय सामग्री के लिए आवश्यक)

#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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#### Consignees/Reporting Officer/परिषेती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र.सं.	Consignee Reporting/Officer/परिषेती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा
1	Sonu Majhi	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	5

#### THYRISTOR CONTROLLER FOR 68KW HEATER ( 1 pieces )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)  
(अधिकतम 50% और 20% स्थानीय सामग्री के लिए आवश्यक)

**Technical Specifications/तकनीकी विशिष्टियाँ**

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**Consignees/Reporting Officer/परिषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र.सं.	Consignee Reporting/Officer/परिषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा
1	Sonu Majhi	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	1

**THYRISTOR CONTROLLER FOR 150KW HEATER ( 1 pieces )**

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

**Technical Specifications/तकनीकी विशिष्टियाँ**

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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**Consignees/Reporting Officer/परिषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र.सं.	Consignee Reporting/Officer/परिषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा
1	Sonu Majhi	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	1

**THYRISTOR CONTROLLER FOR 180KW HEATER ( 1 pieces )**

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

**Technical Specifications/तकनीकी विशिष्टियाँ**

Buyer Specification Document/क्रेता विशिष्टि  
दस्तावेज़

[Download](#)

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

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती/रिपो टिंग अधिकारी	Address/पता	Quantity/मात्रा
1	Sonu Majhi	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	1

**Buyer added Bid Specific Additional Scope of Work**

S.No.क्र.सं.	Document Title	Description	A
1	PQC <a href="#">View</a>	PRE QUALIFYING CRITERIA	S C C C
2	ANNEXURE A <a href="#">View</a>	ANNEXURE A	S C C C

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added  
Buyer has certified that these additional scope and drawings are generalized and would not lead

**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% of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted rates. Bidders are bound to accept the orders accordingly.

**2. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Bid Specific Additional Terms and Conditions**

1.	<b>Technical:</b> Supply shall be as per technical Specifications indicated in the enquiry. Bidder shall comply the technical specification as per the enquiry. Any clarification requirements are to be clearly indicated.
2.	Vendor offers will be considered for price bid opening subject to fulfilment.
3.	<b>Delivery period:</b> As indicated in GeM Enquiry only.
4.	<b>Firm Price:</b> The quoted / finalised rates shall be Firm till execution of the supplies. Otherwise, it shall be subject to change.
5.	<b>Liquidated Damages:</b> LD terms shall be as per GeM General Terms and Conditions. Gate entry date at consignee location will be considered for LD calculation from Contract delivery due date to the date on which material entered the consignee location (as indicated in the enquiry).
6.	<b>Delivery term:</b> The quote shall be on FOR BHEL STORES (Consignee address) basis including freight and insurance to your account. Transit Insurance is under Supplier scope.
7.	If Guarantee / Warranty period is applicable as per tender specification, all offers are liable for rejection.
8.	<b>Repair &amp; replacements:</b> Within the guarantee period vendor has to replace defective items on free of cost within a reasonable time of reporting from our end.
9.	<b>Documents are to be submitted along with technical bid (Part-1)</b> <ol style="list-style-type: none"> <li>01. Duly Filled, signed and stamped Annexure - A (Additional Terms &amp; Conditions) and Annexure-B (Pre-Qualification Criteria) and Specification document along with the Bid. Annexure A and B are available along with Specification document.</li> <li>02. Documents required as per technical specification</li> <li>03. Product Catalogues (if any).</li> <li>04. MSME UDYAM Certificate (if applicable).</li> <li>05. If MII Purchase Preference is applicable as per the GeM enquiry, Supplier shall submit Local content declaration as per Make In India Policy, bidder shall submit Local content declaration, local content percentage and Location at which the local value addition is made.</li> </ol> <p>Note: All the pages of documents are to be signed and sealed by authorized signatory during enquiry stage shall be replied within two days failing which offer will be rejected.</p>
10.	<b>Inspection and testing requirements:</b> Inspection and testing requirements are to be carried out as per the specifications in the enquiry. If applicable all test certificates are to be submitted with the bid. Test certificates to be produced before supply.

11.	<p><b>PACKING AND MARKING:</b></p> <p>The supplier shall arrange for securely protecting and packing the stores t. (Wherever if applicable).Also, Supplier to comply for packing &amp; marking</p>
12.	<p>Response to Tenders for Indigenous supplier will be entertained only if the Number (GSTIN) which should be clearly mentioned in the offer. If the dealer, a declaration with due supporting documents need to be furnished for composition scheme should declare that he is a composition dealer supporting N portal. The dealer has to submit necessary documents if there is any claim</p>
13.	<p>Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, in the format as specified/prescribed under GST laws. Invoices shall necessitate a multiple numbering system is being followed for billing like SAP invoice number. Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated. Shipped to party details, item description as per PO, Quantity, Rate, Value (like IGST, SGST, CGST &amp; UTGST) separately, HSN/ SAC Code, Place of Supply, the tax invoice/ CN / DN submitted by the vendor must contain the CTRN.</p>
14.	<p>All invoices shall bear the HSN Code for each item separately (Harmonized System (Services Accounting Code).</p>
15.	<p>Invoices will be processed only upon completion of statutory requirements</p> <ul style="list-style-type: none"> <li>Vendor declaring such invoice in their GSTR-1 Return/ IFF</li> </ul> <p>Receipt of Goods or Services and Tax invoice by BHEL.</p>
16.	<p>As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ If Large) tax payers, all invoices raised on BHEL may be uploaded immediately after rendering of services. The supplier shall ensure availability of Invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are as per R-2A/ GSTR-2B).</p>
17.	<p>In case of discrepancy in the data uploaded by the supplier in the GSTN portal in relation to the supply, then BHEL will not be able to avail the tax credit and the supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (if uploaded in GSTN portal) for the shortages or rejections in the supplies as per month informed by BHEL.</p>
18.	<p>In cases where invoice details have been uploaded by the vendor but failed to file the return (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time period pertaining to the month for which GST return not filed by the vendor, BHEL will disallow the credit with the applicable interest (currently 24% p.a) and all subsequent bills will be subject to filing of the GST return by the vendor</p>
19.	<p>In case GST credit is denied to BHEL due to non-receipt or delayed receipt of timeline prescribed in GST law for availing such ITC, or any other reason not claimed in the invoice shall be disallowed to the vendor.</p>
20.	<p>Where any GST liability arising on BHEL under Reverse Charge (RCM), the BHEL will ensure to pay the same within the timeline prescribed in GST Law, to enable BHEL to delay in submission of invoice by the vendor resulting in delayed payment to BHEL. Such Interest payable or paid shall be recovered from the vendor.</p>
21.	<p>GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with the circular dated 13.09.2018. GST TDS certificate will be generated in GSTN portal &amp; the vendor can directly download the CTRN deduction in the GSTN portal &amp; the vendor can directly download the CTRN</p>

22.	<p>As per the provisions of Section 194Q of the Income Tax Act, we BHARAT RICHY having PAN AAACB4146P, had turnover in the preceding financial year exceeding Rs. 100 Crores.</p> <p>Hence, we are liable as buyer to deduct tax at source on the payment for 1st July 2021. Accordingly, discontinue charging TCS u/s 206C(1H) on invoices.</p> <p>We shall deduct the eligible TDS u/s 194Q on the payments for invoices issued so, shall be deposited to the Income Tax Department, and TDS certificate shall reflect in FORM26AS of the supplier at the end of same quarter.</p> <p>For Suppliers who have not filed Income Tax returns for the last 2 preceding years, TDS at higher rates will be applicable as per Section 206AB and Section 206C(1H).</p>
23.	GST CREDIT: Suppliers are advised to get registered to GSTN portal. Tendered.
24.	Any change in applicable rates of Tax or any other statutory levies (Direct or indirect) or any levy by means of statute and its corresponding liability for the delivery of goods or reasons not attributable to BHEL will be to vendors account. BHEL will not entertain any claim in this respect will be summarily rejected.
25.	<p>MSE /START-UP VENDOR:</p> <p>UDYAM Registration certificate shall be submitted by MSE vendors to avail exemption (if applicable). UDYAM Registration certificate shall be submitted by start-up companies to avail exemption (if applicable). Turnover/Past experience (if PQC stipulates requirement of Annual Turnover).</p>
26.	<p>Make in India Policy:</p> <p>Refer the Tender document regarding public procurement policy (Preference for Purchase Preference is applicable as per the tender documents, Bidders are required to give preference while quoting through GeM portal. Otherwise offer will not be considered.</p> <p>The local supplier at the time of tender, bidding or solicitation shall be required to ensure that the item offered meets the minimum local content and shall give details of local content addition is made."</p>
27.	BHEL has the right to test the materials at BHEL works, if required. If supplier fails to supply the materials as per tender specification, then BHEL will inform to re-supply the materials as per tender specification. In case of any subsequent failure of not meeting the tender specification, RISK PURCHASE will be on supplier's account.
28.	<p>Fraud Prevention Policy</p> <p>Bidder along with its associate /collaborators /sub-contractors /sub-vendors shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website. Bidder shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud to their notice.</p>



29.

**Breach of contract, Remedies and Termination:**

In case of breach of contract, wherever the value of security instruments available with BHEL against the said contract is 10% of the contract value or in extent of 10% contract value will be encashed. In case the value of the security instrument is less than 10% of the contract value, the balance amount will be recovered in a

i. from dues available in the form of Bills payable to defaulted supplier

ii. from the dues payable to defaulted supplier against other contract: generation/unit

iii. In-case recoveries are not possible with any of the above available for recovery against defaulted supplier.

Further, levy of liquidated damages, debarment, termination, de-scoping per provisions of the contract.

30.

**CONFLICT OF INTEREST:**

A bidder shall not have conflict of interest with other bidders. Such conflictive practices to the detriment of Procuring Entity's interests. The bidder for be disqualified. A bidder may be considered to have a conflict of interest in the bidding process, if:

- a) they have controlling partner (s) in common; or
  - b) they receive or have received any direct or indirect subsidy financial support;
  - c) they have the same legal representative/agent for purposes of this bid;
  - d) they have relationship with each other, directly or through common third parties, to have access to information about or influence on the bid of another Bidder;
  - e) Bidder participates in more than one bid in this bidding process, Participation in more than one bid will result in the disqualification of all bids in which the parties are involved. Inclusion of the components/ sub-assembly/ Assemblies from one bidding process in another bid;
  - f) In cases of agents quoting in offshore procurements, on behalf of their principals, they must not represent two manufacturers or quote on their behalf in a particular procurement. They must also authorise only one agent/dealer. There can be only one bid from the same principal.
    - 1. The principal manufacturer directly or through one Indian agent on behalf of the principal;
    - 2. Indian/foreign agent on behalf of only one principal;
- or
- g) A Bidder or any of its affiliates participated as a consultant in the preparations of the contract that is the subject of the Bid, or
  - h) In case of a holding company having more than one independently managed unit having common business ownership/Management, only one unit shall be allowed to apply to closely related sister companies. Bidder must proactively declare all management units in same/similar line of business.

31.	<p><b>Resolution of Disputes:</b></p> <p>The Parties agree that if at any time (whether before, during or after the disputes (which term shall mean and include any dispute, difference, question with construction, meaning, operation, effect, interpretation or breaches are unable to settle mutually), arise inter-se the Parties, the same mediation to be conducted through Independent Experts Committee to be of BHEL from the BHEL Panel of Conciliators.</p> <p><b>Notes:</b></p> <p>No serving or a retired employee of BHEL/Administrative Ministry of BHEL Conciliators.</p> <p>Any other person(s) can be appointed as Conciliator(s) who is/are mutual outside the BHEL Panel of Conciliators.</p> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the or any statutory modification thereof and as provided in Annexure X to the</p> <p>The Annexure X together with its appendices will be treated as if the same as effectual as if set out herein in this terms and conditions.</p> <p>Except as provided elsewhere in this Contract, in case amicable settlement in respect of any dispute or difference; arising out of the formation, breach the Contract; or, the respective rights and liabilities of the Parties; or, in violation of the Contract; or, in any manner touching upon the Contract, then, either to other Party, refer such dispute or difference to sole arbitration of an arbitrator on and Conciliation Act, 1996 (India) or statutory modification or re-enactment under and for the time being in force.</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding on the Parties.</p> <p>This contract shall be governed, construed and interpreted in accordance with the provisions of the Arbitration &amp; Conciliation Act, 1996 (India) or any statutory modification thereof and the rules made thereunder and for the time being in force.</p> <p>Subject as aforesaid, the provisions of Arbitration &amp; Conciliation Act 1996 (India) or any statutory modification thereof and the rules made thereunder and for the time being in force shall apply to the proceedings under this clause.</p> <p>The seat of arbitration shall be Trichy, Tamil Nadu, India</p> <p>The cost of arbitration shall be borne as per the award of the Arbitrator.</p> <p>Subject to arbitration in terms of clause above, the Courts at Trichy, Tamil Nadu shall have jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>Notwithstanding the existence or any dispute or difference and/or reference to arbitration, the Parties shall proceed with and continue without hindrance the performance of their obligations under this Contract with due diligence and expedition in a professional manner except where it is otherwise provided in this Contract.</p> <p>In Case of Contract with Public Sector Enterprise (PSE) or a Government Undertaking, the provisions of the Arbitration &amp; Conciliation Act, 1996 (India) or any statutory modification thereof and the rules made thereunder and for the time being in force shall apply to the proceedings under this clause.</p> <p>In the event of any dispute or difference relating to the interpretation and performance of any commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts and Government Departments/Organizations (Excluding disputes concerning Customs &amp; Excise Departments, such dispute or difference shall be taken up by the Ministry of Commerce and Industries, Government of India) or any statutory modification thereof and the rules made thereunder and for the time being in force shall apply to the proceedings under this clause.</p> <p>MRCDD as mentioned in DPE OM No.05/003/2019-FTS-10937 dtd. 14TH DEC 2019 shall be binding on the said dispute will be binding on both the parties."</p>
32.	<p><b>Set off :</b> BHEL shall have the right to recover any money which is due from any money due to the supplier under this Contract or any other contract entered into by the supplier under this Contract or any other contract.</p>

33.	<p>Cartel Formation:</p> <p>The Bidder declares that they will not enter into any illegal or undisclosed formal or informal with other Bidder(s). This applies in particular to price contracts, submission or non-submission of bids or any other actions which may lead to cartelization in the bidding process. In case, the Bidder is found having taken any such action shall be taken by BHEL as per extant policies/ guidelines.</p>
34.	<p>The offers of the bidders who are under suspension and also the offers of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on <a href="http://www.bhel.com">www.bhel.com</a></p>
35.	<p>The following documents are to be sent along with consignment to stores: invoice + One Duplicate for Transporter copy of tax invoice + One extra copy of LR COPY+E-Way bill (Part A &amp; Part B)+ Test Certificates (if applicable).</p>
36.	<p>Seller Tax invoice, LR copy, E-Way bill, Courier docket etc. are to be uploaded and patch details in GeM portal</p>
37.	<p>Seller Tax invoices (Original for Recipient + Duplicate for Transporter) either Signed Soft copies along with copy of LR + E-Way bill are to be sent to the Buyer.</p>
38.	<p>Bidder financial standing: The bidder should not be under liquidation, court order or should not be bankrupt. Bidder to upload undertaking to this effect with the Bid.</p>
39.	<p>Bidder's offer is liable to be rejected if they don't upload any of the certificate, ATC and Corrigendum if any.</p>
40.	<p>Any other conditions which might have been quoted by the seller and are not mentioned in the Enquiry documents and which have not been specifically accepted by the Buyer are not to be taken into consideration for the contract.</p>
41.	<p>Without prejudice to Buyer's right to price adjustment by way of discount to Buyer, Buyer may terminate the Contract or any part thereof by a written notice if the Seller fails to comply with any material term of the Contract.</p> <p>The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Period or such inability otherwise becomes apparent.</p> <p>The Seller fails to deliver the Material(s) or any part thereof within the stipulated Period or such inability otherwise becomes apparent.</p> <p>The Seller fails to deliver the Material(s) or any part thereof within the stipulated Period or such inability otherwise becomes apparent.</p> <p>The Seller becomes bankrupt or goes into liquidation.</p> <p>The Seller makes a general assignment for the benefit of creditors.</p> <p>A receiver is appointed for any substantial property owned by the Seller.</p> <p>The Seller has misrepresented to Buyer, acting on which misrepresentation the Buyer has entered into the Contract.</p>
42.	<p>1. BHEL may negotiate the L1 rate, if not meeting our budget / estimated price, if L1 price is not acceptable to BHEL.</p>

**CONSIGNMENT DELIVERY ADDRESS:**

MANAGER / STORES WARD 16

BHARAT HEAVY ELECTRICALS LIMITED

**Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequent restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered.

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to extant.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category restriction.
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.
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, the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as Seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to the same.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अधीन रहेगा](#)

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 and is not 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 shall be treated as a breach of contract and may result in 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 रोक लगाई जाएगी। बिड देने 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 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 कार्यवाही की जाएगी।

**---Thank You/धन्यवाद---**