

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	15-04-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	15-04-2024 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	80 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	10210015-pser
Total Quantity/कुल मात्रा	30
Item Category/मद केटेगरी	GI Toe Boards (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	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
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	2 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 of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

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 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 100%(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 first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE 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 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

GI Toe Boards (30 metric tonne)

(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

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रचार (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/डिलीवरी के दिन
1	Mridul Kumar Taisum	825321,3 X 660 MW, NORTH KARANPURA SUPER THERMAL POWER PROJECT NTPC, TANDWA, DIST CHATRA, JHARKHAND	30	60

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

1. Generic

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

2. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

3. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- The Seller fails to comply with any material term of the Contract.
- The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- The Seller becomes bankrupt or goes into liquidation.
- The Seller makes a general assignment for the benefit of creditors.
- A receiver is appointed for any substantial property owned by the Seller.
- The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

4. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

5. Purchase Preference (Centre)

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% 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 percentage of 100% of total value.

6. Purchase Preference (Centre)

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding “Preference to Make In India products” stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as “Non Local Supplier”. The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

PRE QUALIFYING CRITERIA

JOB	SUPPLY OF GI TOE BOARDS AT 3X660 MW BHEL NORTH KAR ANPURA STPP SITE, JHARKHAND
SL NO.	CRITERIA
	FINANCIAL CRITERIA

1.0	<p>(a) BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF Rs. 7.11 LAKH DURING LAST THREE (3) FINANCIAL YEARS ENDING ON 31.03.2023.</p> <p>(b) BIDDER SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT FOR THE ABOVE-MENTIONED FINANCIAL YEARS, IN SUPPORT OF THE ABOVE.</p> <p>(c) IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THREE (3) CONSECUTIVE FINANCIAL YEARS INDICATED ABOVE, THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.</p> <p>IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.</p>
	TECHNICAL CRITERIA
2.0	<p>THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF SUPPLYING ATLEAST 9 MT GI TOE BOARDS / GI TOE GUARDS/ GI FLATS/ GI STRIPS TO ANY GOVT./ PSU/REPUTED ORGANISATION IN LAST THREE (03) YEARS, ENDING ON THE LATEST DUE DATE OF SUBMISSION OF OFFER.</p> <p>BIDDER SHALL SUBMIT RELEVANT DOCUMENTS IN SUPPORT OF ABOVE.</p>
3.0	<p>BIDDER SHOULD HAVE VALID PAN.</p> <p>RELEVANT DOCUMENT IN SUPPORT OF ABOVE SHALL BE SUBMITTED BY BIDDER.</p>
GENERAL CLAUSES:	
a.	CONSORTIUM / JV BIDDING IS NOT ALLOWED.
b.	THE SUPPLIED QUANTITY MAY BE CONSIDERED AGAINST SINGLE/MULTIPLE PURCHASE ORDER, TO MEET THE ABOVE PQ REQUIREMENT.

c.	IN CASE THE JOB IS UNDER EXECUTION/ ONGOING JOB , THE VALUE OF EXECUTED PORTION OF THE JOB SHALL AT LEAST CORRESPOND TO THE RESPECTIVE VALUES SPECIFIED ABOVE EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED.
d.	AFTER SATISFACTORY FULFILLMENT OF ALL ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION & PARTICIPATION AS PER NIT & ALL OTHER TERMS OF TENDER.

Technical Conditions & Special Conditions of Contract for Supply of GI Toe Boards at BHEL 3x60 MW North Karanpura STPP Site, Jharkhand

Scope of Work:

Supply of GI Toe Boards (Mild Steel flat conforming to IS 2062 with zinc coating applied by hot dip galvanizing process as per IS 4759) at 3x60 MW BHEL North Karanpura STPP site, Jharkhand.

The scope covers raw material procurement, manufacturing, arranging inspection at manufacturer's shop/ recognized laboratory, packing, transportation to site on door delivery basis etc.

Item Description:

SL.NO	ITEM DESCRIPTION	Dimensions	QTY	UOM
1.	GI Toe Board [Mild Steel flat conforming to IS 2062 with zinc coating (mass of zinc coating at the rate of 610g/m ²) applied by hot dip galvanizing as per IS 4759]	100mm x 6mm x 6000mm	30	MT

(A) Technical Specifications:

a. General:

Material specification: Mild Steel flat conforming to IS 2062 with zinc coating (mass of the coating at the

rate of 610g/m²) applied by hot dip galvanizing process as per IS 4759. The zinc coating shall be uniform, adherent, reasonably smooth and free from such imperfections as flux, ash bare patches, black spots, pimples, lumpiness, runs, rust stains, bulky white deposits and blisters.

Dimensions: 100mmx6 mmx 6000 mm

b. Quality Assurance:

On awarding of the contract, bidder shall immediately submit manufacturing quality plan (MQP) duly signed & stamped for review and approval by BHEL /customer. All inspection & testing shall be carried by BHEL and customer (if necessary), based on approved MQP.

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(B) Special Conditions of Contract:

(1) Delivery Period:

All the materials under scope of supply of this contract are to be delivered at site within 60 days from the date of issuance of Purchase Order.

(2) Material Dispatch Clearance:

Dispatch clearance shall be issued by BHEL/ Customer's representative prior to dispatch. Inspection of the item will be done by BHEL/customer's representative at manufacturer's shop /recognised laboratory in line with approved MQP. Vendor shall also submit their internal inspection report / laboratory test certificates to BHEL for quality review.

Materials should be directly dispatched from manufacturer's works to project site after issuance of MDCC.

(3) Consignee Address:

Project Director, BHEL site office

3X660 MW NTPC North Karanpura STPP project site office, P.O-Tandwa, District -Chatra, Jharkhand, PIN-825321

(4) Transportation & Transit Insurance:

Bidder has to arrange transportation at his own cost and deliver the consignment(s) at North Karanpura site on door delivery basis.

The scope of unloading at site is excluded from the scope of bidder.

Transit Insurance is in BHEL's scope. Bidder to intimate dispatches/ discrepancy during contract operation, to the underwriter. The name of the underwriter and Insurance Policy number will be intimated in due course.

(5) Guarantee / Warranty:

Bidder shall provide Guarantee/ Warranty against the supplied items towards faulty supply/ poor workman ship/ incomplete job for a period of 18 months from the date of receipt last consignment at BHEL site. With in this period, the bidder shall do the necessary repair / rework / rectification or replace the defective items free of cost.

In case bidder fails to repair or replace the defective items within the time period specified by BHEL, BHEL may proceed to undertake the repair / replacement of such defective item at bidder's risk and cost without prejudice to any other rights.

(6) Payment Terms:

95% of "All-inclusive F.O.R site price excluding GST" payment shall be made on pro rata basis against receipt of material at site as per approved billing schedule. Documents required for such payment are as follows.

- (i) GST Complied Invoice (1 Original+ 2 Copies)
- (ii) LR / RR (Consignee Copy)
- (iii) Packing List
- (iv) BHEL MDCC
- (v) Material Receipt Certificate (Will be issued from site after receipt of materials and is physical verification at site)
- (vi) Guarantee Certificate

Payment will be released within 90 days (45 days for MSE, 60 days for Medium Enterprises) of submission of appropriate invoice along with all other required supporting documents to BHEL.

Balance 5% amount shall be retained towards "Performance Guarantee for Material/ Workman ship" and shall be released against the following:

- (i) Completion of Guarantee period, provided all the defects noticed during the guarantee period have been rectified to the satisfaction of BHEL Site Engineer.
- (ii) After deducting all expenses /other amounts due to BHEL under the contract/ other contracts entered into by BHEL with them.
- (iii) Confirmation of full GST Credit to BHEL. Any Interest if levied thereon for reasons elaborated in Tax & Duties clause of the tender and attributable to the bidder, will be recovered from the Final Payment / Retention amount.

Applicable GST portion shall be released subject to fulfilment of the following:

- (i) Such invoice appearing in GSTR-2A/2B of BHEL on filing of valid returns by vendor and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter as per GST law within timeline prescribed for availing ITC by BHEL.
- (ii) Receipt of goods / services and Tax invoice by BHEL
- (iii) Confirmation of payment of GST thereon by vendor on GSTN portal.

Paying Authority:

RAO, BHEL site office, 3X660 MW North Karanpura Super Thermal power Project, Tandwa
Jharkhand, PIN-825321.

No Advance payment shall be made.

(7) PVC/ORC:

Not applicable

(8) Liquidated Damage (LD):

As per GTC.

(9) Taxes, Duties etc:

9.1	<p>Bidder's quoted/ accepted rates/ price shall be inclusive of all taxes including GST, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract.</p> <p>Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. However, any increase of GST subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL.</p> <p>Benefit of any decrease of taxes including GST, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract; subsequent to due date of offer submission as per NIT & TCN, by statutory authority shall be passed on to BHEL.</p>
9.2	<p>Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract.</p> <p>Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.</p>
9.3	<p>Since GST on output will be paid by BHEL as enumerated above, bidder's your quoted rates / price should be after considering the Input Credit under GST law at bidder's end.</p>
9.4	<p>TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.</p>

9.5	TDS under GST shall be deducted as per prevailing GST rules from the bills.
9.6.1	You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.
9.6.2	In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.
9.6.2.1	TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.
9.6.2.2	Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.
9.6.2.3	You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.
9.6.3	In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted along with each invoice: - "I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act, 1961, on this bill.
9.6.4	In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.
9.6.5	You shall comply with all statutory amendment/notifications in this respect.
9.7	Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following. BHEL GSTN - 20AAACB4146P5ZP Name - BHARAT HEAVY ELECTRICALS LIMITED Address - North Karanpura site, Tandwa, Chatra, Jharkhand 825321 Specific details of BHEL GSTN, Name and Address as stated above, have been specified elsewhere in the tender.
9.8	Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances. Portal address and Email address - Shall be intimated later. Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.

9.9	<p>In case of delay in submission of above mentioned documents on the date of despatch, BHEL may incur penalty/ interest for not adhering to Invoicing Rules under GST Law.</p> <p>The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.</p>
9.10	<p>In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.</p>
9.11	<p>Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice.</p> <p>If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after dispatch.</p>
9.12	<p>Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non receipt of goods and / or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.</p>
9.13	<p>Successful bidder shall upload the invoices raised on BHEL in IFF/GSTR-1 within the prescribed time as given in the GST Act, and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal; and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter.</p> <p>Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful bidder along with interest levied / leviable on BHEL.</p>
9.14	<p>Successful bidder to arrange for e-waybill for any movement of goods for the execution of the contract.</p> <p>Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit / Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.</p>
9.15	<p>Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.</p>
9.16	<p>Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.</p>

(10) Quantity Variation:

+/- 5%

(11) Evaluation Criteria:

Total All inclusive, landed price at consignee destination, as per GEM GTC (General Terms and Conditions).

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Disclaimer/अस्वीकरण

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

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

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

such representations.

[This Bid is 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 सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---