



Bid Number/बोली क्रमांक (बिड संख्या):

GEM/2024/B/4877382

Dated/दिनांक : 30-04-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	10-05-2024 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	10-05-2024 13:30:00
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	10210015-pser
Total Quantity/कुल मात्रा	162
Item Category/मद केटेगरी	300 NB PIPE SS ERW 40S (Q3) , 150 NB PIPE CS ERW 1239 C-CLASS (Q3)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (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
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	150 NB PIPE CS ERW 1239 C-CLASS
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 45 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

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	20

(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-PSER, KOLKATA

10210015-PSER, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Bhel Pser)

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 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

300 NB PIPE SS ERW 40S (12 meter)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	12	56

150 NB PIPE CS ERW 1239 C-CLASS (150 meter)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	150	56

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. 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.

2. 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.

3. 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.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Tender no: PSER:SCT:NKP-M2293:24.

JOB: Supply of Miscellaneous Pipes (CS & SS) for Unit#3 at 3x660 MW North Karanpura Super Thermal Power Project, Jharkhand.

SPECIAL INSTRUCTION TO BIDDERS

1.	Bidders to submit the Formats / annex. (attached in Bid) dully filled with Stamped & Signed by the authorized signatory.
2.	Bidders to submit all the relevant documents as per Pre-Qualification Criteria (PQC), attached in bid.
3.	Price Bid of Pre-Qualified bidders only will be opened and evaluated further.

4.	PBG to be submitted only in BHEL's format as per Annexure-4: BANK GUARANTEE FOR PERFORMANCE SECURITY , provided in Bid.
5.	Bidders are requested to submit their offer considering ATC [Consisting of Pre-Q Criteria, TS & SCC] (attached in the bid).
6.	No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.
7.	BHEL reserves the right to accept or reject any or all offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also, BHEL shall not entertain any correspondence from bidders in this matter.
8.	Credentials submitted by the bidder against "PRE QUALIFYING CRITERIAS" shall be verified for its authenticity. In case, any credential (s) is/are found unauthentic, offer of the bidder is liable to the rejection. BHEL reserves the right to initiate any further action as per extant guidelines.
9.	Evaluation Currency: Indian Rupees (INR)

PRE QUALIFYING CRITERIA

JOB	SUPPLY OF MISCELLANEOUS PIPES AT 3 X 660 MW NORTH KARANPURA STPP, JHARKHAND
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SL NO.	CRITERIA
A.	FINANCIAL

1.0 (a)	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER INR 1.5 LAKH DURING THE LAST 3 (THREE) YEARS, ENDING ON 31-03-2023.
(b)	BIDDER SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR LAST THREE FINANCIAL YEARS ENDING ON 31-03-2023 IN SUPPORT OF ABOVE.
(c)	IN CASE AUDITED BALANCE SHEET AND PROFIT AND LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THREE YEARS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE YEARS WILL BE AVERAGED FOR THREE YEARS.
(d)	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.
B.	TECHNICAL
1.0	<p>BIDDER SHOULD HAVE EXPERIENCE OF SUPPLYING SS PIPES OF MINIMUM 4 METER AND CS PIPES OF MINIMUM 50 METER TO ANY GOVT. / PSU/ REPUTED ORGANISATION IN LAST THREE YEARS ENDING ON LATEST DUE DATE OF SUBMISSION OF OFFER.</p> <p>RELEVANT DOCUMENTS IN SUPPORT OF ABOVE SHALL BE SUBMITTED BY THE BIDDER.</p>
2.0	<p>BIDDER SHOULD HAVE VALID PAN.</p> <p>RELEVANT DOCUMENT IN SUPPORT OF ABOVE SHALL BE SUBMITTED.</p>
3.0	CONSORTIUM / JV BIDDING IS NOT ALLOWED.
C.	GENERAL CLAUSES
1.0	THE BIDDER WHO MEETS THE ABOVE PRE-QUALIFICATION CRITERIA CAN ONLY PARTICIPATE IN THE TENDER.

2.0	BIDDERS QUOTING IN INDIAN CURRENCY (INR) ONLY SHALL BE QUALIFIED.
3.0	BIDDER MUST NOT BE UNDER BANKRUPTCY CODE PROCEEDINGS (IBC) BY NCLT OR UNDER LIQUIDATION / BIFR, WHICH WILL RENDER HIM INELIGIBLE FOR PARTICIPATION IN THIS TENDER, AND SHALL SUBMIT UNDERTAKING TO THIS EFFECT.
4.0	<p>EXISTING VENDOR /CONTRACTOR DEPLOYED BY BHEL AS PER PURCHASE ORDER NO.- PSER:SCT:NKP-M1699:17:PO:5559 dated 16-03-2017 FOR -</p> <p>“Design, engineering, manufacturing, supply of CPU System along with pre-filters and two nos external regeneration system for 3x660 MW North Karanpura Super Thermal Power Project, Jharkhand.”,</p> <p>SHALL NOT BE ALLOWED TO PARTICIPATE IN THE SUBJECT TENDER.</p> <p>EXISTING CONTRACTOR WILL INCLUDE:</p> <p>a) IN CASE EXISTING CONTRACTOR IS THE SOLE PROPRIETORSHIP FIRM, ANY SOLE PROPRIETORSHIP FIRM OWNED BY SAME SOLE PROPRIETOR</p> <p>b) IN CASE EXISTING CONTRACTOR IS THE PARTNERSHIP FIRM, ANY FIRM COMPRISING OF SAME PARTNERS / SOME OF THE SAME PARTNERS (BUT NOT INCLUDING ANY NEW PARTNER) OR SOLE PROPRIETORSHIP FIRM OWNED BY ANY PARTNER(S) AS A SOLE PROPRIETOR.</p>

Technical Specifications of Miscellaneous Pipes

Scope of supply:

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SL.NO.	ITEM DESCRIPTION	QTY (in meter)
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1	PIPE 300 NB SS ERW 40S	12 meter
2	PIPE 150 NB CS (ERW IS 1239) (C-Class)	150 meter

Special Conditions of Contract

Procurement of Miscellaneous Pipes for Unit#3 at 3x660 MW North Karanpura Super Thermal Power Project, Jharkhand on F.O.R destination basis.

1	<u>EVALUATION & AWARDED CRITERIA:</u>
	Total FOR Price inclusive of taxes (GST) . Offer validity shall be for a period of 6 months.
2	SCOPE OF WORK
	<p>The scope cover manufacturing, inspection, testing at manufacturer's work, proper packing, transportation to site including freight, arranging statutory clearance etc for supply of pipes as per above for unit #3 at 3x660 MW units at North Karanpura Super Thermal Power Project, Jharkhand.</p> <p>Pipes for CPU system should be manufactured as per NTPC/BHEL approved make, technical data sheet etc.</p> <p>All materials should be accompanied with guarantee certificate, manufacturers test certificate, internal inspection report and issued MDCC from NTPC/BHEL.</p>
3	INSPECTION, TESTING AND INSPECTION CERTIFICATES

	<p>Vendor has to conduct inspection as per QP & technical datasheet and submit inspection report, test certificate to BHEL for witnessing and issuance of MDCC.</p> <p>To facilitate advance planning of inspection in addition to giving inspection notice the vendor shall furnish inspection program indicating schedule dates of inspection in BHEL Quality System and inspection will be conducted as per customer/owner Approved QP and DS only.</p> <p>Before any item leave the place of manufacture, BHEL/Customer shall be given the option of witnessing inspections & tests for compliance with specifications & related standards.</p>
4	MATERIAL DESPATCH CLEARANCE CERIFICATE (MDCC)
	<p>Dispatch clearance will be issued by BHEL/NTPC representative prior to dispatch.</p> <p>Miscellaneous Pipes's inspection will be conducted as per customer/owner approved QP & TDS. All Miscellaneous Pipes will be witnessed as per QP & TDS and MDCC will be issued thereafter by BHEL/NTPC.</p> <p>Materials should be directly dispatched by bidder from manufacturer works to NKP project site.</p>
5	COMPLETION PERIOD
	All Miscellaneous Pipes under scope of supply is to be delivered at project site within 8 weeks from the date of PO issue.
6	PAYMENT TERMS:

	<p>100 % of basic price shall be released within 45 days against receipt of materials at North Karanpura Site on submission of following documents:</p> <ul style="list-style-type: none"> o Invoice / GST compliance tax invoice in original. o LR / RR (consignee copy). o Packing list. o BHEL / customer MDCC enclosing QS note, inspection & test certificate, wherever applicable. o Performance Security Bank Guarantee as per tender. <p>Applicable GST portion of invoice shall be released only upon,</p> <ul style="list-style-type: none"> o Such invoice appearing in GSTR-2A/2B of BHEL on filing of valid returns by vendor as per GST law within time line prescribed for availing ITC by BHEL, and o Receipt of Goods / services and Tax Invoice by BHEL, and o Confirmation of payment of GST thereon by vendor on GSTN Portal . o Payment shall be made by BHEL site office within 30 days of receipt of invoice subject to its completeness in all respects as per BHEL's procedure.
7	CONSIGNEE ADDRESS:
	<p>MRIDUL KUMAR TAISUM/DGM</p> <p>BHEL SITE OFFICE</p> <p>3X660 MW NTPC NORTH KARANPURA PROJECT</p> <p>SITE OFFICE: TANDWA , P.O-TANDWA</p> <p>DIST-CHATRA, JHARKHAND</p> <p>PIN-825321</p>
8	GUARANTEE:
	<p>Guarantee of the supplied pipes for a period of 12 months from the date of commissioning or 18 months from the date of receipt at NKP site whichever period shall be earlier.</p>

9	PAYING AUTHORITY:
	<p>MRINAL MONDAL/DM</p> <p>BHEL site office, 3X660 MW North Karanpura Super Thermal power Project, Jharkhand.</p>
10	Insurance
	Transit Insurance is in BHEL scope. Bidder shall intimate BHEL in advance for arranging insurance.
11	LD:
	<p>If the vendor fails to complete the job as per aforesaid completion/delivery period which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value. For this purpose, the period for which LD is applicable shall be worked out based on portion of time extension granted solely attributable to vendor at the end of the contract.</p> <p>In case of LD recovery, the applicable GST shall also be recovered from vendor.</p>
12	INTEREST BEARING RECOVERABLE ADVANCE/ MOBILISATION ADVANCE/ OVERRUN COMPENSATION (ORC)/ PVC/ REVISION ON ACCEPTED RATE
	NA.

13	PERFORMANCE SECURITY :
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	Performance Security of Five percent (5%) of the contract value to be submitted by successful bidder before submission of supply invoice and should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.
14	QUANTITY VARIATION
	NA
15	TAXES, DUTIES ETC:
15.1	<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>
15.2	<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>
15.3	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.
15.4	TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.

15.5	TDS under GST shall be deducted as per prevailing GST rules from the bills.
15.6.1	You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.
15.6.2	In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.
15.6.2.1	TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.
15.6.2.2	Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.
15.6.2.3	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.
15.6.3	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.
15.6.4	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.
15.6.5	You shall comply with all statutory amendment/notifications in this respect.
15.7	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 - Shall be intimated later. Specific details of BHEL GSTN, Name and Address as stated above, have been specified elsewhere in the tender.

15.8	<p>Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances.</p> <p>Portal address and Email address – Shall be intimated later.</p> <p>Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.</p>
15.9	<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>
15.10	<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>
15.11	<p>Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice.</p> <p>If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after despatch.</p>
15.12	<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>
15.13	<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>

15.14	<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>
15.15	Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
15.16	Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.



NOTE: For any clarification, the bidder may seek the same in writing, through e-mail for seeking clarification, from the office of the undersigned.

Details of contact person(s):

Name	Malini Mandal	Animesh Bhakta
Dept	SCT Dept, BHEL PSER, Kolkata	SCT Dept, BHEL PSER, Kolkata
Address	DJ-9/1, Sector - II, Salt Lake, Kolkata - 700091	DJ-9/1, Sector - II, Salt Lake, Kolkata - 700091
Phone	033-2339 8236	033-2339 8226
Email	malini@bhel.in	abhakta@bhel.in
FAX	033-2321 1960	033-2321 1960

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

6. 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.

7. 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 %.

8. 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.

9. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

10. 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 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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---