



Bid Number/बोली क्रमांक (बिड संख्या) GEM/2024/B/5288223 Dated/दिनांक : 14-08-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	24-08-2024 14:00:00		
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	24-08-2024 14:30:00		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (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	10140027-hpbp Trichy		
Total Quantity/कुल मात्रा	3005		
Item Category/मद केटेगरी	Taflon Tape as per IS 14635 (Q3) , Pressure Sensitive Adhesive Plasticized PVC Tapes with Nonthermosetting Adhesive as per IS 7809 (Part 3 / Section 1) (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),Additional Doc 1 (Requested in ATC),Additional Doc 2 (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/बिंड से रिवर्स नीलामी सक्रिय किया	No		
Type of Bid/बिंड का प्रकार	Single Packet Bid		
Primary product category	Taflon Tape as per IS 14635		
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 preregistered 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
Required/आवश्यकता	No
Required/आवश्यकता	No
	No
Required/आवश्यकता Splitting/विभाजन Bid splitting not applied/बोली विभाजन लागू नहीं	
Splitting/विभाजन	ं किया गया.
Splitting/विभाजन Bid splitting not applied/बोली विभाजन लागू नहीं	ं किया गया. इ रीयता
Splitting/विभाजन Bid splitting not applied/बोली विभाजन लागू नहीं MII Purchase Preference/एमआईआई खरीद व	ं किया गया. गरीयता यता No

1. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE 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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

Taflon Tape As Per IS 14635 (84 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Certification	ISI/UL marked	Yes
Generic	Packing type	Piece
Construction	Application colour of Tape	White
	Thickness of Tape, mils	3.5-4
	Length of Tape (meter)	12
	Density, gm/cm3	0.5-0.6
	Width of Tape	1 Inch

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	Sonu Majhi	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	84	30

Pressure Sensitive Adhesive Plasticized PVC Tapes With Nonthermosetting Adhesive As Per IS 7809 (Part 3 / Section 1) (153 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Specification Name/विशिष्टि का	Bid Requirement/बिड के लिए आवश्यक (Allowed
Specification	नाम	Values)/अनुमत मूल्य

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Test Report Details	Availability of Type Test Report from Central Govt. /NABL/ILAC Accredited lab. To prove confirmity to the specification	Yes
Certification	ISI Marked	Yes
Dimension	Internal diameter of the cores on which the tape is rolled (mm)	20, 25, 30, 38, 40, 50
	Width of the Tape (mm)	15, 20, 25 , 40, 18, 19
	Length of Tape on a roll (meter)	20
Physical characteristics	Colour of the Tape	Black

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sonu Majhi	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	153	30

Pressure Sensitive Adhesive Plasticized PVC Tapes With Nonthermosetting Adhesive As Per IS 7809 (Part 3 / Section 1) (508 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Specification Name/विशिष्टि का	Bid Requirement/बिंड के लिए आवश्यक (Allowed
Specification	नाम	Values)/अनुमत मूल्य

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Test Report Details	Availability of Type Test Report from Central Govt. /NABL/ILAC Accredited lab. To prove confirmity to the specification	Yes
Certification	ISI Marked	Yes
Dimension	Internal diameter of the cores on which the tape is rolled (mm)	38
	Width of the Tape (mm)	19
	Length of Tape on a roll (meter)	20
Physical characteristics	Colour of the Tape	Assorted

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sonu Majhi	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	508	30

Pressure Sensitive Adhesive Plasticized PVC Tapes With Nonthermosetting Adhesive As Per IS 7809 (Part 3 / Section 1) (475 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Specification Name/विशिष्टि का	Bid Requirement/बिंड के लिए आवश्यक (Allowed
Specification	नाम	Values)/अनुमत मूल्य

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Test Report Details	Availability of Type Test Report from Central Govt. /NABL/ILAC Accredited lab. To prove confirmity to the specification	Yes
Certification	ISI Marked	Yes
Dimension	Internal diameter of the cores on which the tape is rolled (mm)	38
	Width of the Tape (mm)	25
	Length of Tape on a roll (meter)	25
Physical characteristics	Colour of the Tape	Assorted

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sonu Majhi	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	475	30

Pressure Sensitive Adhesive Plasticized PVC Tapes With Nonthermosetting Adhesive As Per IS 7809 (Part 3 / Section 1) (535 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Specification Name/विशिष्टि का	Bid Requirement/बिंड के लिए आवश्यक (Allowed
Specification	नाम	Values)/अनुमत मूल्य

Specification Name/विशिष्टि का नाम		Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य				
Test Report Details	Availability of Type Test Report from Central Govt. /NABL/ILAC Accredited lab. To prove confirmity to the specification	Yes, No				
Certification	ISI Marked	Yes				
Dimension	Internal diameter of the cores on which the tape is rolled (mm)	20, 25, 30, 38, 40, 50				
	Width of the Tape (mm)	20				
	Length of Tape on a roll (meter)	25				
Physical characteristics	Colour of the Tape	Yellow				

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sonu Majhi	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	535	30

Pressure Sensitive Adhesive Plasticized PVC Tapes With Nonthermosetting Adhesive As Per IS 7809 (Part 3 / Section 1) (625 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Specification Name/विशिष्टि का	Bid Requirement/बिंड के लिए आवश्यक (Allowed
Specification	irication नाम Values)/अनुग	Values)/अनुमत मूल्य

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Test Report Details	Availability of Type Test Report from Central Govt. /NABL/ILAC Accredited lab. To prove confirmity to the specification	Yes, No
Certification	ISI Marked	Yes
Dimension	Internal diameter of the cores on which the tape is rolled (mm)	20, 25, 30, 38, 40, 50
	Width of the Tape (mm)	15, 20, 25 , 40, 18, 19
	Length of Tape on a roll (meter)	10
Physical characteristics	Colour of the Tape	Blue

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sonu Majhi	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	625	30

Pressure Sensitive Adhesive Plasticized PVC Tapes With Nonthermosetting Adhesive As Per IS 7809 (Part 3 / Section 1) (625 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Specification Name/विशिष्टि का	Bid Requirement/बिड के लिए आवश्यक (Allowed
Specification	नाम	Values)/अनुमत मूल्य

Specification Name/विशिष्टि का नाम		Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Test Report Details	Availability of Type Test Report from Central Govt. /NABL/ILAC Accredited lab. To prove confirmity to the specification	Yes, No
Certification	ISI Marked	Yes
Dimension	Internal diameter of the cores on which the tape is rolled (mm)	20, 25, 30, 38, 40, 50
	Width of the Tape (mm)	15, 20, 25 , 40, 18, 19
	Length of Tape on a roll (meter)	10
Physical characteristics	Colour of the Tape	Black

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sonu Majhi	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	625	30

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ANNEXURE C

Technical Specifications - Spare Part Pack For Pressure Regulator

SL. No	Description and Technical Specifica tion of the item	Qty	unit	Vendor's Confirm ation/ Acceptance
1	PTFF SEALENT TEFLON TAPE 25mm x 12M Width of Tape:1 INCH Thickness of Tape Mils:3.5-4 Density, Gm: 0.5 - 0.6 Cm3 Packing Type: Piece Application Colour of Tape: White ISI: UL Marked: Yes Length of Tape: 12 (Meter) The date of manufacturing should be on or after 2024	84	ROLL	
2	BLACK INSULATION TAPE P203 19MM W X20M L Length of Tape On a Roll: 20 (Meter) ISI Marked: Yes Colour of The Tape: Black Width of The Tape: 19 (Mm) Internal Diameter of the Cores ON Which the Tape Is Rolled:38 (Mm) Availability Of Type Test Report From Central Govt:Nabl:Ilac Accredited Lab. To Prove Conformity to The Specification: Yes The date of manufacturing should be on or after 2024. Make: Steel grip/Deer/Anchor/3M	153	ROLL	

3	PVC ADHESIVE TAPE 19mm x 20Mtr. Length of Tape On a Roll: 20 (Meter) ISI Marked: Yes Colour of The Tape: Assorted Width of The Tape: 19 (Mm) Internal Diameter of the Cores ON Which the Tape Is Rolled: 38 (Mm) Availability Of Type Test Report From Central Govt:Nabl:llac Accredited Lab. To Prove Conformity to The Specification: Yes The date of manufacturing should be on or after 2024 Make: Steel grip/Deer/Anchor/3M	508	ROLL	
4	PVC ADHESIVE TAPE Technical specification: Length of Tape On a Roll: 25 (Meter) ISI Marked: Yes Colour of The Tape: Assorted Width Of The Tape: 25 (Mm) Internal Diameter of the Cores ON Which the Tape Is Rolled: 38 (Mm) Availability Of Type Test Report From Central Govt.:Nabl:Ilac Accredited Lab. To Prove Conformity to The Specification: Yes The date of manufacturing should be on or after 2024 Make: Steel grip/Deer/Anchor/3M	475	ROLL	

5	PVC ADHESIVE TAPE 20mm x 25Mtr L. Y ELLOW Length of Tape On a Roll:25 (Meter) ISI Marked: Yes Colour of The Tape: Yellow Width of The Tape: 20 (Mm) Internal Diameter of the Cores ON Which the Tape Is Rolled: 30 (Mm) Availability Of Type Test Report From Central Govt.:Nabl:Ilac Accredited Lab. To Prove Conformity to The Specification: Yes The date of manufacturing should be on or after 2024 Make: Steel grip/Deer/Anchor/3M	535	ROLL	
6	PVC ADHESIVE TAPE 20mm 10Mtr. BLUE Length of Tape On a Roll: 10Mtr ISI Marked: Yes Colour of The Tape: Blue Width Of The Tape: 20 (Mm) Internal Diameter of the Cores ON Which the Tape Is Rolled: 20 (Mm) The date of manufacturing should be on or after 2024 Make: Steel grip/Deer/Anchor/3M	625	ROLL	

Vendor's seal & signature

2/2

Part - A (Pre - Qualification Criteria)

S.N	Qualification Criteria	Vendor's confirmation
0		

1	The Vendor / Bidder should submit following details whic h are necessary for qualifying their offer.	
2	The Vendor / Bidder should submit at least one Purchase Order reference towards the supply of ADHESIVE TAPES/T EFLON TAPES in the last 5 years to BHEL (or) any-other O rganization. The Purchase order should be in the name of the Bidder.	
3	The item should be supplied in following makes Steel Grip/Deer/Anchor/3M/Pedilite	
4	BHEL reserves the right to visit the vendor's works for ve rifying the manufacturing facilities and any other credential furnished by the vendor. In case the information furnished with the offers found to be false / incorrect, the offer shall be rejected.	
	Note: Only those vendors who satisfies the following conditions will get qualified to participat e in the tendering process.	

<u>Annexure - A- Additional Terms and Conditions for GeM Enquiry</u>

The terms and condition mentioned in this document are applicable in ad dition to the GeM General Terms and Conditions. Bidders shall furnish pointwise confirmation/details.

To be filled by bidder		
Description of the Equipment:		
GeM Tender No. & Date		

Name of the firm (Bidder)		:	
		:	
Address			
Contact pe	erson 1	Contact person 2	
Name:		Name:	
Designation	on:	Designation:	
Office Pho	ne:	Office Phone:	
Mobile:		Mobile:	
e-mail:		e-mail:	
		<u>:</u>	
Offer/Quot	ation reference with date		
T			
SI Terms and conditi		ions	Vendor's
			confirmation

1.	Payment terms:	
	 Payment terms for Non MSME Suppliers: 90 days fro m the date of Vehicle/Gate entry date at BHEL Stores (A gainst submission of GST invoice, GeM invoice, LR copy, Last Movement e-Way Bill & subjected to Material accep tance by BHEL) 	
	2. Payment terms for Eligible Micro & Small Enterprises (MSEs): 45 days from the date of Vehicle/Gate entry dat e at BHEL Stores (Against submission of GST invoice, Ge M invoice, LR copy, Last Movement e-Way Bill & subject ed to Material acceptance by BHEL)	
	3. Payment terms for Eligible Medium Enterprises: 60 d ays from the date of Vehicle/Gate entry date at BHEL St ores (Against submission of GST invoice, GeM invoice, L R copy, Last Movement e-Way Bill & subjected to Materi al acceptance by BHEL)	
	Note:	
	In case of MSME, the supplier should upload UDYAM Registration Certificate in proof of their MSME Status.	
2.	Delivery Period: Within 30 days from the date of GeM contract	
3.	Liquidated Damages: LD terms shall be as per GeM G eneral Terms and Conditions.	
	Note: Vehicle/Gate entry date at consignee location will be considered for LD calculation (I.e. LD will be calculat ed for the Period from Contract delivery due date to dat e of Vehicle/Gate entry date at BHEL Stores).	
4.	Response to Tenders for Indigenous supplier will be ent ertained only if the vendor has a valid GST registration number which should clearly mentioned in the offer. In dicate the GST registration number. If any specific exem ption is available, a declaration with due supporting doc uments need to be furnished for considering the offer.	GST Registration N o
5.	Performance Bank Guarantee: Not Applicable	
6.	Kindly Indicate the HSN Code for all items	HSN CODE :
7.	Rate quoted in GeM portal should be on FOR destina tion basis inclusive of all taxes, P&F, freight etc. Tra nsit Insurance is under Supplier scope. Please indica te how much GST percentage is included in quoted price.	GST in %:

Vendor's Seal & Signature

Bid Specific Additional Terms and Conditions

1	- Additional Terms and conditions
1.	Technical:
	Supply shall be as per technical Specifications indicated in the enquiry.
	Bidder shall comply the technical specification as per the enquiry. Any cl arifications/deviations to the specification requirements are to be clearly indicated.
2.	Vendor offers will be considered for price bid opening subject to fulfilme nt of techno commercial suitability.
3.	Delivery period: As indicated in GeM Enquiry only.
4.	Firm Price:
	The quoted / finalised rates shall be Firm till execution of the supplies. Of fer with PVC clause will not be considered.
5.	Liquidated Damages:
	LD terms shall be as per GeM General Terms and Conditions.
	Gate entry date at consignee location will be considered for LD calculation (I.e LD will be calculated for the Period from Contract delivery due date to the date on which material entered/received at actual delive ry location indicated in the enquiry).
6.	Delivery term:
	The quote shall be on FOR BHEL STORES (Consignee address) basis inclusive of Packing, forwarding, Freight also to yours account. Transit Insurance is under Supplier scope.
7.	If Guarantee / Warranty period is applicable as per tender specification, No deviation is permitted and deviated offers are liable for rejection.
8.	Repair & replacements: Within the guarantee period vendor has to re place / rectify the defective/ damaged items on free of cost within a reas onable time of reporting from our end.

9.	Documents are to be submitted along with technical bid (Part-1)
	01. Duly Filled, signed and stamped Annexure – A (Additional Terms and Conditions for GeM Enquiry), Annexure-B (Pre-Qualification Criteria) and Specification document along with supporting document s. Annexure A and B are available along with Specification document.
	02. Documents required as per technical specification
	03. Product Catalogues (if any).
	04. MSME UDYAM Certificate (if applicable).
	05. If MII Purchase Preference is applicable as per the GeM enquiry, S elf-certification for local content declaration as per Make In India Po licy, bidder shall submit Local content certificate with details of min imum local content percentage and Location at which the local value addition is made.
	Note: All the pages of documents are to be signed and sealed by authori zed signatory of the company. Any query during enquiry stage shall be r eplied within two days failing which offer may be rejected as non-respon sive.
10.	Inspection and testing requirements:
	Inspection and testing requirements are to be carried out as per the spe cification and BHEL Technical specifications in the enquiry. If applicable a II test certificates are to be submitted while supply. If required by BHEL, t est certificates to be produced before supply.
11.	PACKING AND MARKING:
	The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit. (Wherever if applicable). Also, Su pplier to comply for packing & marking as per Technical specification.
12.	Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GSTN portal. The dealer has to submit necessary documents if there is any change in status under GST.
13.	Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed u nder GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoic e no, commercial invoice no etc., then the Invoice No. which is linked/upl oaded in GSTN network shall be clearly indicated), Billed to party (with G STIN) & Shipped to party details, item description as per PO, Quantity, Ra te, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. Wherever E-Inv oice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.
14.	All invoices shall bear the HSN Code for each item separately (Harmoniz ed System of Nomenclature)/ SAC code (Services Accounting Code).

15.	Invoices will be processed only upon completion of statutory requirement and further subject to following:
	· Vendor declaring such invoice in their GSTR-1 Return/ IFF
	Receipt of Goods or Services and Tax invoice by BHEL.
16.	As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IF F) is available for all (i.e. both Small & Large) tax payers, all invoices rais ed on BHEL may be uploaded immediately in GST portal on dispatch of m aterial /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BH EL's GSTR-2A/ GSTR-2B).
17.	In case of discrepancy in the data uploaded by the supplier in the GSTN p ortal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same . Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
18.	In cases where invoice details have been uploaded by the vendor but fail ed to remit the GST amount to GST Department (Form PMT-08 or Form G ST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
19.	In case GST credit is denied to BHEL due to non-receipt or delayed receip t of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
20.	Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
21.	GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 –Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.

22.	As per the provisions of Section 194Q of the Income Tax Act, we BHARAT HEAVY ELECTRICALS LIMITED, HPBP, TRICHY having PAN AAACB4146P, h ad turnover in the preceding financial year for more than Rs 10 Crores.
	Hence, we are liable as buyer to deduct tax at source on the payment for invoices issued by Supplier on or after 1st July 2021. Accordingly, discont inue charging TCS u/s 206C(1H) on invoices issued from 1st Jul 2021 onw ard.
	We shall deduct the eligible TDS u/s 194Q on the payments for invoices i ssued on or after 1st Jul 2021. TDS deducted so, shall be deposited to the Income Tax Department, and TDS certificate to this effect. Tax credit of such TDS shall reflect in FORM26AS of the supplier at the end of same quarter in which TDS is deducted.
	For Suppliers who have not filed Income Tax returns for the last 2 pre ceding assessment years, TDS deduction at higher rates will be appli cable as per Section 206AB and Section 206CCA of Income-tax act.
23.	GST CREDIT: Suppliers are advised to get registered to GSTN portal. Ten derer under "GST credit" shall be preferred.
24.	Any change in applicable rates of Tax or any other statutory levies (Direc t / Indirect) or any new introduction of any levy by means of statute and i ts corresponding liability for the deliveries beyond the agreed delivery d ate for reasons not attributable to BHEL will be to vendors account. BHE L will not reimburse the same and any subsequent claim in this respect will be summarily rejected.
25.	MSE /START-UP VENDOR:
	UDYAM Registration certificate shall be submitted by MSE vendors to av ail MSE benefits. Start-up category certificate shall be submitted by start -up companies to avail exemption (if applicable as per GeM enquiry) in A nnual Turnover/Past experience (if PQC stipulates requirement of Annual Turnover/Past experience).
26.	Make in India Policy:
	Refer the Tender document regarding public procurement policy (Prefere nce to Make in India), Order 2017. If MII Purchase Preference is applicable as per the tender documents, Bidders shall ensure to apply for Make In India preference while quoting through GeM portal. Otherwise offer will not be considered.
	The local supplier at the time of tender, bidding or solicitation shall be re quired to provide self-certification that the item offered meets the minim um local content and shall give details of the Location(s) at which the loc al value addition is made."
27.	BHEL has the right to test the materials at BHEL works, if required. If sup plied materials are found not acceptable, then BHEL will inform to re-sup ply the materials as per tender specification mentioned in Purchase Orde r. If any subsequent failure of not meeting the tender specification, RISK PURCHASE is applicable for the full P.O quantity.

Fraud Prevention Policy 28. Bidder along with its associate /collaborators /sub-contractors /sub-vend ors / consultants / service providers shall strictly adhere to BHEL Fraud P revention Policy displayed on BHEL website http://www.bhel.com and sh all immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice. 29. Breach of contract. Remedies and Termination: In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said co ntract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount will be recovered in all or any of the following mann from dues available in the form of Bills payable to defaulted supplier against the same contract. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract.

30. | CONFLICT OF INTEREST:

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

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy financial s take from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common th ird parties, that puts them in a position to have access to information ab out or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process, Partic ipation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bid ding manufacturer in more than one bid: or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/foreign agent on behalf of only one principal;

or

- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/Management, only one unit shall quote. Similar restriction s would apply to closely related sister companies. Bidder must proact ively declare such sister/common business/ management units in sa me/similar line of business.

Resolution of Disputes:

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean an

d include any dispute, difference, question or disagreement arising in co nnection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mut ually), arise inter-se the Parties, the same may, be referred by either par ty to Conciliation to be conducted through Independent Experts Commi ttee to be appointed by competent authority of BHEL from the BH EL Panel of Conciliators.

Notes:

No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.

Any other person(s) can be appointed as Conciliator(s) who is/are mutua lly agreeable to both the parties from outside the BHEL Panel of Conciliat ors.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure X to this Terms and conditions.

The Annexure X together with its appendices will be treated as if the sa me is part and parcel hereof and shall be as effectual as if set out herein in this terms and conditions.

Except as provided elsewhere in this Contract, in case amicable settleme nt is not reached between the parties, in respect of any dispute or differe nce; arising out of the formation, breach, termination, validity or executi on of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to other Party, refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1 996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.

The Arbitrator shall pass a reasoned award and the award of the Arbitrat or shall be final and binding upon the parties.

This contract shall be governed, construed and interpreted in accordance with the laws of India.

Subject as aforesaid, the provisions of Arbitration & Conciliation Act 199 6 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

The seat of arbitration shall be Trichy, Tamil Nadu, India

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to arbitration in terms of clause above, the Courts at Trichy, Tam il Nadu, India shall have exclusive jurisdiction over any matter arising ou t of or in connection with this Contract.

Notwithstanding the existence or any dispute or difference and/or refere nce for the arbitration, the vendor/contractor shall proceed with and cont inue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Centra I Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for its resolution t

	hrough AMRCD as mentioned in DPE OM No.05/003/2019-FTS-10937 dtd . 14TH December, 2022 and the decision of AMRCD on the said dispute w ill be binding on both the parties."
32.	Set off: BHEL shall have the right to recover any money which in the sol e opinion of BHEL is due from the supplier from any money due to the supplier under this Contract or any other contract or from the Security Deposit/BG furnished by the supplier under this Contract or any other contract.
33.	Cartel Formation:
	The Bidder declares that they will not enter into any illegal or undisclose d agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
34.	The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agen ts, shall be rejected. The list of banned firms is available on BHEL web si te www.bhel.com
35.	The following documents are to be sent along with consignment to store: One Original for Recipient copy of tax invoice + One Duplicate for Transp orter copy of tax invoice + One extra copy of tax invoice + Delivery chall an + LR COPY+E-Way bill (Part A & Part B)+ Test Certificates (if applicab le).
36.	Seller Tax invoice, LR copy, E-Way bill, Courier docket etc. are to be uplo aded in GeM portal while updating dispatch details in GeM portal
37.	Seller Tax invoices (Original for Recipient + Duplicate for Transporter) eit her in Original hard copies or Digitally Signed Soft copies along with copy of LR + E-Way bill are to be sent to the buyer
38.	Bidder financial standing: The bidder should not be under liquidation, co urt receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
39.	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.
40.	Any other conditions which might have been quoted by the seller and ar e in contravention to the terms prescribed in the Enquiry documents and which have not been specifically accepted in by purchaser will not be ap plicable to the contract.

41.	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 p art thereof within the stipulated Delivery Period or such inability otherwis e becomes apparent.
	The Seller fails to deliver the Material(s) or any part thereof within the sti pulated 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 misrepresentati on Buyer has placed the Purchase Order on the Seller.
42. 1.	BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable t o BHEL.

Before quoting kindly refer Specification document.

<u>Vendor's Confirmation/Acceptance are to be filled in the following documents</u>;

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A. Technical Specifications

B. Vendor Qualifying Criteria

Annexure A: Additional Terms and Conditions for GeM Enquiry.

Delivery Location:

MANAGER / STORES WARD 16
BHARAT HEAVY ELECTRICALS LIMITED

HPBP

TRICHY

PINCODE 620014

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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. 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 <u>attached categories</u>, 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---