

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	07-11-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	07-11-2024 15:30:00
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	10210015-pser
Total Quantity/कुल मात्रा	2
Item Category/मद केटेगरी	SUPPLY & COMMISSIONING OF PMI MACHINE (ALLOY ANALYSER) FOR BHEL, PSER-KOLKATA.
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	SUPPLY & COMMISSIONING OF PMI MACHINE (ALLOY ANALYSER) FOR BHEL/PSER-KOLKATA.
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Gas Analyser
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),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination

Bid Details/बिड विवरण	
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
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
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	100000

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). 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 :

BIDDER TO SUBMIT EMD, PBG, SECURITY DEPOSIT ONLY AS DETAILED IN BUYER SPECIFIC ATC . ePBG -"NO" MENTIONED ABOVE SHALL BE INDICATIVE TO SUFFICE THE GeM REQUIREMENT ONLY
10210015-PSER, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Bharat Heavy Electricals Ltd)

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 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.

3. 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

SUPPLY & COMMISSIONING OF PMI MACHINE (ALLOY ANALYSER) FOR BHEL, PSER-KOLKATA. (2 pieces)

(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](#)

Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	20%
Number of days allowed for ICT after site readiness communication to seller	15 Days/दिन

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	Madhumita Das	700091,DJ - 9/1 ,Karunamoyee , Sector 2 , Salt lake	2	112

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-A

**BUYER ADDED BID SPECIFIC ADDITIONAL TERMS AND CO
NDITIONS**

**JOB: SUPPLY & COMMISSIONING OF 02 NO. PMI MACHINE
(ALLOY ANALYSER) FOR BHEL/PSER-KOLKATA.**

1. PRE-QUALIFICATION CRITERIA:

Sr. No.	Criteria
1.0	FINANCIAL CRITERIA
A.	BIDDER SHOULD HAVE AN AVERAGE ANNUAL TURNOVER OF RUPEES 10.875 LAKHS DURING THREE CONSECUTIVE FINANCIAL YEARS 2021-22, 2022-23 AND 2023-24 SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT IN SUPPORT OF THE SAME.
B.	IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAVE NOT BEEN SUBMITTED FOR THAT THREE CONSECUTIVE YEARS AS INDICATED ABOVE, THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUIRED SITE YEARS WILL BE AVERAGED FOR THREE YEARS.
C.	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.
2.0	TECHNICAL CRITERIA
	<p>1. BIDDER SHALL EITHER BE AN ORIGINAL EQUIPMENT MANUFACTURER (OEM) OR AUTHORIZED REPRESENTATIVE OF OEM. IN CASE OF AUTHORIZED REPRESENTATIVE OF OEM, THE VALID AUTHORIZATION CERTIFICATE (FROM OEM IN THE NAME OF THE BIDDER) TO BE SUBMITTED ALONG WITH THE OFFER.</p> <p>2. THE BIDDER SHOULD HAVE SUPPLIED AT LEAST ONE ALLOY ANALYZER OF SIMILAR MODEL OF SAME OR BETTER RANGE (METAL DETECTION) AS PER TENDER REQUIREMENT DURING LAST FIVE YEARS ENDING LAST DATE OF BID SUBMISSION.</p> <p>FOLLOWING DOCUMENTS ARE TO BE SUBMITTED BY THE BIDDER IN SUPPORT OF THE ABOVE: -</p> <ul style="list-style-type: none"> PO COPY (IN THE NAME OF THE BIDDER ONLY) ALONG WITH OTHER RELEVANT DOCUMENTS & PROOF OF SUPPLY OF THE ITEM IN SUPPORT OF THE ABOVE. COPY OF CALIBRATION CERTIFICATE OR UNDERTAKING OF SUPPLYING THE CALIBRATION CERTIFICATE AS PER TENDER REQUIREMENT DURING THE ACTUAL SUPPLY OF THE ITEM IN CASE OF PLACEMENT OF ORDER.

NOTES

1.	CONSORTIUM / JV BIDDING IS NOT ALLOWED.
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2.	BIDDER SHOULD HAVE VALID PAN. RELEVANT SUPPORTING DOCUMENTS SHALL BE SUBMITTED.
3.	AFTER SATISFACTORY FULFILMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AND PARTICIPATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER.

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2. SCOPE OF SUPPLY:

The scope of supply mainly includes the following:

- SUPPLY AT BHEL-PSER/HQ, KOLKATA (SUPPLY includes DELIVERY & INSPECTION as per below):
 - i. DELIVERY: Delivery of PMI machine along with all accessories (As per **Annexure 1**), documents etc at BHEL-PSER/HQ, KOLKATA shall be certified by BHEL.
 - ii. INSPECTION: Inspection means to check the supplied instrument, accessories, Manuals, CDs, Calibration Certificate, Warranty certificate etc. as per Tender/PO specifications at BHEL PSER-HQ, KOLKATA in presence of BHEL's Engineer and Vendor's representative.
- COMMISSIONING AT BHEL-PSER/HQ, KOLKATA (COMMISSIONING includes INSTALLATION & DEMONSTRATION AND TRAINING as per below) :
 - i. INSTALLATION & DEMONSTRATION: To install and demonstrate the whole function/working procedure of the instrument for independent operation at BHEL-PSER/HQ, KOLKATA in presence of BHEL's Engineer and Vendor's representative.
 - ii. TRAINING: To be provided to BHEL personnel at BHEL-PSER/HQ, KOLKATA by vendor's representative. Commissioning certificate shall be issued by BHEL on successful completion of Installation, Demonstration & Training as per above.

Price against Inspection, Installation, demonstration & Training to be included by vendor in their quoted price.

BHEL shall not bear any additional financial liability towards the same.

3. **PLACE OF DELIVERY OF CONSIGNMENT:** Madhumita Das, Dy. Manager, 4th Floor, TSX Lab, BHEL-PSER, BHEL BHAWAN, DJ9/1, SECTOR-II, SALT LAKE CITY, KOLKATA-91.
4. **Address for raising invoice (Bill to address):** BHEL-PSER, BHEL BHAWAN, DJ9/1, SECTOR-II, SALT LAKE CITY, KOLKATA-91. **GST No. :19AAACB4146P1ZC**

5. COMPLETION PERIOD:

- i) SUPPLY (DELIVERY AND INSPECTION): Within 112 Days from the date of Purchase order (P.O).

- ii) COMMISSIONING (DEMONSTRATION/ INSTALLATION /TRAINING): Within 15 days from the date of Intimation from BHEL.

% of Product Cost Payable on Product Delivery	Min Cost Allocation for ICT as a % of product cost	Number of days allowed for ICT after site readiness communication to seller
80 (Eighty)	20 (Twenty)	15 (Fifteen)

6. LIQUIDATED DAMAGE:

Time is the essence of contract and to be strictly adhered by the bidder. Subject to force majeure, if vendor fails to complete the job as per aforesaid delivery period, BHEL shall have the right to recover as penalty as below:

- A. Penalty on delay in delivery and/or installation will be applicable to the delays attributed to vendor.
- B. For purpose of penalty for delay in Supply of the equipment, the duration will be reckoned from the date of placement of PO by BHEL.
- C. The rate of penalty for delayed Supply shall be @0.5% per week of delay of total PO value (Supply + Commissioning) excluding GST as applicable in Supply subject to maximum of 10% of total PO value (Supply + Commissioning) excluding GST.
- D. The rate of penalty for delayed Commissioning shall be @0.5% per week of delay of total PO value (Supply + Commissioning) excluding GST as applicable in commissioning subject to maximum of 10% of total PO value (Supply + Commissioning) excluding GST.
- E. Maximum penalty for delay in Supply & Commissioning together shall be limited to 15% of total PO value (Supply & Commissioning) excluding GST as applicable

7. **NEWNESS OF ITEMS:** All the equipment supplied at the stipulated locations shall be Brand NEW and conforming to the technical specifications, as per **Annexure-1**. The certificate of newness is to be furnished. No defective or damaged item shall be accepted.

8. PAYMENT TERMS:

- A.** The 80% of Supply value excluding GST, shall be payable within 90 days (60 days for Medium and 45 Days for Micro & small company) from the date of receipt of Tax Invoice along with Accessories, Calibration Certificate, Warranty/ Guarantee certificate, Consignment Note (if applicable), L R copy (if applicable), Endorsed Way Bill (if applicable), Receipt of Delivery Challan, Test Certificate, MDCC (if applicable), Delay analysis report (if applicable), O&M Manual, Certificate of Newness, Circuit Diagram etc. certified by BHEL, as applicable. payment shall be made in phased manner.
- B.** Balance 20% of Supply value plus 100% of Commissioning Charges excluding GST, as applicable shall be payable on submission of:
 - i. Commissioning certificate issued by BHEL
 - ii. Performance Bank Guarantee (PBG) of 10% of total PO value in the prescribed format valid for 30 days beyond the warranty period. The PBG confirmation charges shall be borne by vendor. However, this PBG clause shall be applicable in case bidder opines to obtain last 20% of Supply value plus 100% of the commissioning charges as per Payment terms at start of warranty/guarantee period.
- C.** Above is subject to receipt of full quantity of goods (Material Receipt Certificate-MRC) / service (Engineering Protocol) and tax invoice by BHEL thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL. GST along with any Interest if levied thereon for reasons elaborated in Tax clause of the tender which is not attributable to BHEL will be recovered from the Final Payment / Retention.
- D.** GST portion of invoice shall be released only upon -
 - I. You declaring such Invoice in your IFF/GSTR-1; and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal, and
 - II. Receipt of Goods / services and Tax Invoice by BHEL, and
 - III. Confirmation of payment of GST thereon by you on GSTN Portal; and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter.
 - IV. Above is subject to receipt of goods / service and tax invoice thereof along with you declaring invoice in your return and paying GST within timeline prescribed for availing ITC by BHEL.
- E. Paying Authority:** ACCOUNTS-DEPT/FINANCE, BHEL-PSER, KOLKATA.
- F.** No advance shall be paid.
- G.** Payment shall be made in INR only.
- H.** All payment shall be paid through RTGS only. Successful bidder shall have to submit the requisite details in RTGS format.

9. WARRANTY: To be provided by the supplier/OEM for 36months from date of receipt of item at t

the place of delivery. In case of malfunction of PMI machine during warranty period, the supplier shall rectify/repair/replace the instrument and send to BHEL-PSER without any cost implication (inclusive of freight, material cost, taxes etc.) up to destination within a period of 30 days from the date of intimation by BHEL to Vendor.

10. Security Deposit:

10% of the total order value to be submitted within 30 days of placement of PO and valid until 30 days after the date of commissioning certificate which will be issued on completion of successful commissioning of the equipment as per order. However, CEBG/SD may be converted to PBG in full after the date of issuance of commissioning certificate.

Mode of Deposit:

Performance security may be furnished in the following forms:

(i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL. (ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. (iii) The Bank Guarantee format should have the approval of BHEL. (iv) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). (v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/hypothecated/ pledged, as applicable, in favour of BHEL).(vi) Insurance Surety Bond.

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

Forfeiture of Performance Security:

The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.

Performance Security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract.

11. PERFORMANCE BANK GUARANTEE (PBG): 10% of the total order value valid for 30 days beyond the warranty period. However, this PBG clause shall be applicable in case bidder opines to obtain last 20% of Supply value plus 100% of the Installation & Commissioning charges as per Payment terms. SDBG may be converted into PBG. However, PBG will be released only after completion of all contractual obligations or guarantee/warranty period plus 30 days, whichever is later.

12. SPECIAL TERMS AND CONDITIONS OF THE CONTRACT:

A. Documents required along with materials:

- i. GST Invoice
- ii. Warrantee Certificate
- iii. Calibration certificates of at least one-year validity
- iv. Certificate of newness
- v. O&M manual
- vi. Test certificate

B. Quantity Variation: Not applicable.

C. PVC, ORC & rate revision: Not applicable

13. FORCE MAJEURE:

As per GeM terms & conditions.

14. EVALUATION CRITERIA:

All Inclusive Total D.A.P Destination Price including GST for SUPPLY & COMMISSIONING of 02 NOS PMI machine and its accessories.

15. TAXES AND DUTIES

- 1) 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.

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.

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.

- 2) Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract.

Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work

- 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 unde

r GST law at bidder's end

- 4) TDS under income tax Act shall be deducted as per prevailing IT rules from the bill.
- 5) TDS under GST shall be deducted as per prevailing GST rules from the bills.

6)

6.1 You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable

6.2 In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.

6.2.1 6.2.1 TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.

6.2.2 Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.

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.

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.

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.

6.5 You shall comply with all statutory amendment/notifications in this respect.

- 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 - Refer attached GSTN code table of BHEL.

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.

- 8) Successful bidder to intimate immediately on the day of removal of good

s (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) 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.

The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.

- 10) 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.

- 11) Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice.

If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after despatch.

- 12) 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.

- 13) 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.

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.

- 14) Successful bidder to arrange for e-waybill for any movement of goods for the execution of the contract. 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.

- 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

ction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.

- 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.

16. INSURANCE: As per GeM terms & conditions. To be borne by the vendor. Vendor to quote price including transit insurance cost. No additional claims above quoted price shall be entertained by BHEL.

17. Way Bill: To be arranged by the Vendor

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18. BID SECURITY/ EARNEST MONEY DEPOSIT (EMD).

Vendor has to submit EMD of Rs 1,00,000 along with their bids (except Micro and Small Enterprises (MSEs) or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT))

A) Modes of deposit:

a) The EMD may be accepted only in the following forms:

(i) Electronic Fund Transfer credited in BHEL account (before tender opening).

(ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).

(iii) Fixed Deposit Receipt (FDR).

(v) Insurance Surety Bonds.

B) Forfeiture of EMD:

i) A bidder's EMD will be forfeited if the bidder withdraws or amends its/its tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.

(ii) EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealing

s with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

- C) Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc. should be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.
- D) Bid security should be refunded to the successful bidder on conclusion of the order/ receipt of SD / performance security (if called in the tender).
- E) EMD shall not carry any interest.

19. Annexure 1

Technical specification

Slno	Specifications for PMI Machine (All Alloy Analyzer)		Bidder compliance
1	Type	Digital, Hand held, Robust (Gun Type).	
2	Display	Digital LCD/TFT with backlight.	
3	Operating Temperature	0 deg C to 45 deg C or higher	
4	General Metal Detection	Should measure Fe, Cr, Mo, Ni, Mn, W, Cu, Al, Si, Mg.	
5	Material Grade	Instrument should indicate separately Material grade/ type like AS/MS/SS/CS/High Carbon Steel etc.	
6	Optional Metal Detection	Zn, Ti, Co, Nb, Zr, Pd, Ag, Sn, Sb, Ta, Hf, Re, Pb, Bi, Si etc	
7	Detector	Silicon drift detector (SDD)	

8	Data Logging facility	Internal memory for at least 10,000 results.	
9	PC Software	to be provided (Windows 10 compatible)	
10	Display Hold	Should be present.	
11	Dust water protection	Ingress Protection (Ip)54 or better	
12	Safety	CE Mark.	
13	PC Connectivity	RS 232/USB/Bluetooth.	
14	Weight with battery	Not more than 1.6 KG	
15	Radiation safety	Type approval certificate by AERB (Atomic Energy Regulatory Board) for offered model shall be available	
16	Power Management	Operated by Rechargeable battery (AC charging adaptor).	
17	Accessories	All accessories like Manual, Probes, P C Cable, Shock proof Hard Carrying case, battery with one no. spare battery, test certificate, software etc for independent operation.	
18	Calibration Certificate	Calibration Certificate from OEM or NABL accredited laboratory.	
19	Sample Block for self-check /CRM (Certified Reference Material) required	P91, 304 Two nos of each with calibration certificate/test certificate.	
20	After Sales Service	To be provided within India. (Undertaking is required)	

20. ORDER OF PRECEDENCE:

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In case of contradiction / conflict, the order of precedence shall be in the order as per below;

- a) Buyer specific ADDITIONAL TERMS AND CONDITIONS against GeM Bid issued (AN

NEXURE-A).

- b) GeM Bid
- c) General Terms and Conditions on GeM

BIDDERS TO REFER THE VARIOUS APPLICABLE FORMATS UPL LOADED IN “BUYER UPLOADED ATC DOCUMENT” BELOW

2. Buyer Added Bid Specific ATC

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

3. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

4. Generic

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

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

5. Generic

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

6. 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:

- i) The Seller fails to comply with any material term of the Contract.
- ii) 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.
- iii) 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.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

7. Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

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---
