



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3166158  
Dated/दिनांक : 21-02-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-03-2023 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	04-03-2023 13:30:00
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	80
Item Category/मद केटेगरी	24V AC LED type machine Spot lamp , DRIVER for 24V AC LED Spot lamp , LED PCB for 24V AC LED Spot lamp
BOQ Title/बीओक्यू शीर्षक	24V AC LED Spot lamp required for Machines
MSE Exemption for Years of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	No
Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	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/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	24V AC LED type machine Spot lamp
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

**Bid Details/बिड विवरण**

<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>90</b> 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)
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Required	No
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**ePBG Detail/ईपीबीजी विवरण**

Required	No
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**Splitting/विभाजन**

Bid splitting not applied.

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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.

2. 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.

3. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified,

then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

## 24V AC LED Type Machine Spot Lamp

Brand Type/ब्रांड का प्रकार	Unbranded
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### Technical Specifications/तकनीकी विशिष्टियाँ

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Subramanian Samiappan	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	40	120

## DRIVER For 24V AC LED Spot Lamp

Brand Type/ब्रांड का प्रकार	Unbranded
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### Technical Specifications/तकनीकी विशिष्टियाँ

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	Subramanian Samiappan	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	20	120

**LED PCB For 24V AC LED Spot Lamp**

Brand Type/ब्रांड का प्रकार	Unbranded
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**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	Subramanian Samiappan	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	20	120

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

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

## A. Technical Specifications

SL. No	Description and Technical Specification of the item	Qty	unit	Vendor's Confirmation/Acceptance
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**24V AC LED TYPE MACHINE SPOT LAMP**

**Scope: Supply of 24V AC, LED type machine spot Lamp**

**Technical specifications:**

1.The Lamp shall consist of 3 LEDs and each LED around 1W Power -Bidder to confirm and provide details.

2.The Lamp should have a Vertical and Horizontal mounting arrangement - Bidder to confirm.

3.The lamp should be suitable for 24V AC Supply-Bidder to confirm

10 4.The Lamp Should be splash Proof-Bidder to confirm

40 NO

5.The Lamp enclosure shall be Polyamide (Nylon) plastic moulded-Bidder to confirm

6.Arm should be 24 Inch Flexible Metallic Pipe-Bidder to confirm

7.Cable shall be Unarmoured 3 Core with 2 metre length -Bidder to confirm

8.The expected life 50,000 Hrs -Bidder to Specify.

9.The Working temperature of lamp 5000-65000K range -Bidder to specify

10.The Lamp should have an On /Off toggle Switch -Bidder to confirm.

20	<p><b><u>DRIVER FOR 24V AC LED SPOT LAMP</u></b></p> <p><b>Scope: Supply of LED Driver 24 V AC suitable for the lamp fitting offered for Item No.10</b></p> <p><b><u>Technical specifications:</u></b></p> <p>1.This is required as a spare for the Lamp fittings vide item no.10 in this enquiry. Hence, should be compatible for the above lamp fittings.</p>	20	NO	
30	<p><b><u>LED PCB for 24V AC LED Spot Lamp</u></b></p> <p><b>Scope: Supply of LED PCB suitable for the lamp fitting offered for Item No.10</b></p> <p><b><u>Technical specifications:</u></b></p> <p>* This is required as a spare for the Lamp fittings to be procured vide item no. 10 in this enquiry. Hence, should be compatible for the above lamp fittings.</p>	20	NO	
<p><b><u>COMMON NOTE FOR ALL ITEMS:</u></b></p> <p>* The offered fittings should be covered under min.12 Month warranty from the date of acceptance at BHEL/Trichy.</p> <p>* Item No:10,20 and 30 are mating components, hence all items to be procured from single source only</p>				

**Annexure - B**

## B. Pre-Qualification Criteria

SL. No	Pre-Qualification Criteria	Vendor's Confirmation /Acceptance
<b>Only those vendors who satisfy the following conditions will get qualified to participate in the tender:</b>		
1	Only OEM or Authorised dealers with valid dealership certificate to be quoted with documents. Bidder to confirm	
2	Previous purchase order copies for supplying similar kind of LED Spot lamp to be submitted along with the offer for verification. Otherwise offer is liable for rejection. Proof other than BHEL shall contain work order copy along with form 26AS/TDS certificate / bank statement for payment from the organization. Otherwise, the offer shall be rejected. Bidder to confirm.	

## C. Supplier/Vendor details

1.	Supplier Name & Address	
2.	Contact Person Name, email id and Mobile Number	
3.	HSN code for the quoted items	
4.	GST% included in the quoted price	



## Annexure - A

### Additional Terms and Conditions for GeM Enquiry

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

<b>To be filled by bidder</b>	
<b>Description of the Equipment:</b>	
<b>GeM Tender No. &amp; Date</b>	
<b>Name of the firm (Bidder)</b>	:
<b>Address</b>	:
<b>Contact details</b>	<u>Contact person 1</u> Name: Designation: Office Phone: Mobile: e-mail: <u>Contact person 2</u> Name: Designation: Office Phone: Mobile: e-mail:
<b>Offer/Quotation reference with date</b>	:

Sl. No	Terms and conditions	Vendor's confirmation
1.	<p><b>Technical:</b></p> <p>Supply of 24V AC LED Spot lamp required for Machines in DSPS,A TP and Building-1 shall be as per technical Specifications attached with the enquiry.</p> <p>Bidder shall comply the technical specification as per the enquiry. Any clarifications/deviations to the specification requirements are to be clearly indicated in the above format. Hidden deviations indicated elsewhere in the offer will not be evaluated.</p>	
2.	<p><b>Pre-qualification requirement:</b></p> <p>Offer shall be considered only if bidder is meeting Tender Prequalification requirement (Annexure-B). Vendor to comply with Pre-qualification requirement of the tender and submit along with their technical bid - the credentials and other documents as indicated in the PQR in the format prescribed. Otherwise their offer will get rejected.</p>	
3.	Inspection by BHEL/as per Technical specification(if any).	
4.	Vendor offers will be considered for price bid opening subject to fulfilment of techno commercial suitability.	
5.	Evaluation of tender will be Package wise.	

6.	<p><b>Payment terms:</b></p> <ol style="list-style-type: none"> <li>1. Payment terms for Micro &amp; Small Enterprises (MSEs): Within 45 days after CRAC. To entitle the above payment terms, the supplier should be manufacturer of the offered item and should upload UDYAM Registration Certificate in proof of MSE.</li> <li>2. Payment terms for Medium Enterprises: Within 60 days after CRAC. To entitle the above payment terms, the supplier should be manufacturer of the offered item and should upload UDYAM Registration Certificate in proof of Medium Enterprises.</li> <li>3. Payment terms for Non MSME Suppliers: Within 90 days after CRAC</li> <li>4. Dealers/Traders (if the quoted items are not manufactured by the supplier) shall be considered as Non-MSME supplier for this tender.</li> </ol> <p><b>Payment shall be as per above terms.</b></p> <p>This is a mandatory deemed accepted clause if you are submitted by our offer through GeM. <b>Any deviation in this clause anywhere in the offer will be ignored.</b></p> <p>In case of Auto PRC/CRAC, Payment due date shall be calculated from CRAC date or material acceptance date by BHEL whichever is later.</p>	
7.	<p><b>Firm Price:</b></p> <p>The quoted / finalised rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.</p>	
8.	<p><b>Liquidated Damages:</b></p> <p>LD terms shall be as per GeM General Terms and Conditions.</p> <p>Invoice date/Bill of Lading date/Airway Bill date/Lorry way bill date/e-waybill/Railway Receipt date, whichever is later will be considered for LD calculation.</p>	
9.	<p><b>Delivery term:</b></p> <p>The quote shall be on FOR BHEL Trichy destination basis inclusive of Packing, forwarding, Freight also to your account. Transit Insurance is under Supplier scope.</p>	
10.	<p><b>Performance Bank Guarantee:</b></p> <p>Not Applicable</p>	
11.	<p><b>Repair &amp; replacements:</b> Within the guarantee period vendor has to replace / rectify the defective/ damaged items on free of cost within a reasonable time of reporting from our end.</p>	

12.	<b>Kindly Indicate the HSN Code for all items</b>	
13.	<p><b>Rate quoted in GeM portal should be on FOR destination basis inclusive of all taxes, freight etc. Transit Insurance is under Supplier scope.</b></p> <p><b>Please indicate the applicable GST %, P &amp; F and freight cost (in % of material cost), which is included in your quoted rate in GeM portal.</b></p>	
14.	<p>Documents are to be submitted along with technical bid (Part-1)</p> <ol style="list-style-type: none"> <li>01. Covering letter</li> <li>02. Unpriced offer.</li> <li>03. Filled up and signed technical specification (GeM Tender catalogue).</li> <li>04. Filled BHEL Terms and condition sheet (Annexure-A).</li> <li>05. Filled Annexure-B - PQR along with supporting documents.</li> <li>06. Documents required along with offer as per technical specification</li> <li>07. Product Catalogues (if any).</li> <li>08. MSE UDYAM Certificate (if applicable).</li> <li>09. Self-Certification is not applicable as per Make in India clause.</li> </ol> <p><b>Note:</b> All the pages of documents are to be signed and sealed by authorized signatory of the company. Any query during enquiry stage shall be replied within two days failing which offer may be rejected as non-responsive.</p>	
15.	<p><b>Inspection and testing requirements:</b></p> <p>Inspection and testing requirements are to be carried out as per the specification and BHEL Technical specifications in the enquiry. All test certificates are to be submitted while supply. If required by BHEL, test certificates to be produced before supply.</p>	
16.	<p>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.</p>	
17.	<p>Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) &amp; Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST &amp; UTGST) separately, HSN/ SAC Code, Place of Supply etc. Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal &amp; IRN.</p>	

18.	All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).	
19.	Invoices will be processed only upon completion of statutory requirement and further subject to following: <ul style="list-style-type: none"> <li>· Vendor declaring such invoice in their GSTR-1 Return/ IFF</li> <li>· Receipt of Goods or Services and Tax invoice by BHEL.</li> </ul>	
20.	As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /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 BHEL's GSTR-2A/ GSTR-2B).	
21.	In case of discrepancy in the data uploaded by the supplier in the GSTN portal 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.	
22.	In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST 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	
23.	In case GST credit is denied to BHEL due to non-receipt or delayed receipt 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.	
24.	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.	
25.	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.	

26.	<p>As per the provisions of Section 194Q of the Income Tax Act, we B HARAT HEAVY ELECTRICALS LIMITED, HPBP, TRICHY having PAN A AACB4146P, had turnover in the preceding financial year for more than Rs 10 Crores.</p> <p>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, discontinue charging TCS u/s 206C(1H) on invoices issued from 1st Jul 2021 onward.</p> <p>We shall deduct the eligible TDS u/s 194Q on the payments for invoices issued 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.</p> <p>For Suppliers who have not filed Income Tax returns for the last 2 preceding assessment years, TDS deduction at higher rates will be applicable as per Section 206AB and Section 206CCA of Income-tax act.</p>	
27.	<p>GST CREDIT: Suppliers are advised to get registered to GSTN portal. Tenderer under "GST credit" shall be preferred.</p>	
28.	<p><b>BILL PROCESSING METHOD:</b></p> <p>Supplier has to ensure the full quantity of material delivery within given PO delivery date to process the bill for payment. In case supplier fails to deliver full quantity within delivery date, bills received after PO delivery date will be processed after final despatch of the total pending supply. Further, bills will be clubbed and forwarded for payment processing as a single bunch.</p>	
29.	<p><b>MSE /START-UP VENDOR:</b></p> <p><i>UDYAM Registration certificate shall be submitted by MSE vendors to avail MSE benefits. Start-up category certificate shall be submitted by start-up companies to avail exemption in Annual Turnover/Past experience if PQC stipulates requirement of Annual Turnover/Past experience.</i></p>	
30.	<p><b>Make in India Policy:</b></p> <p>Refer the Tender document regarding public procurement policy (Preference to Make in India), Order 2017.</p> <p>Self-certification for local content is not applicable as defined in public procurement (Preference to Make in India), Order 2017</p>	

31.	<p><b><u>Fraud Prevention Policy</u></b></p> <p>Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>	
32.	<p><b><u>Risk purchase clause:</u></b></p> <p>a. In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.</p> <p>b) The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.</p> <p>c) The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manner s:</p> <ul style="list-style-type: none"> <li>i. from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.</li> <li>ii. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit</li> <li>iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.</li> </ul>	
33.	<p><b><u>Set off :</u></b> BHEL shall have the right to recover any money which in the sole 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.</p>	
34.	<p><b><u>Cartel Formation:</u></b></p> <p>The Bidder declares that they will not enter into any illegal or undisclosed 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.</p>	

35.	The following documents are to be sent along with consignment to store: One Duplicate for Transporter copy of tax invoice + one extra copy of tax invoice + Delivery challan + LR COPY+E-Way bill + Test Certificates (if applicable).	
36.	Seller Tax invoice, LR copy, E-Way bill, Courier docket etc. are to be uploaded in GeM portal while updating dispatch details in GeM portal	
37.	Seller Tax invoices (Original for Recipient + Duplicate for Transporter) either in Original hard copies or Digitally Signed Soft copies along with copy of LR + E-Way bill are to be sent to the buyer	
	<p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. In the event of our customer order covering this tender being cancelled /placed on hold / otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.</li> <li>2. 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 to BHEL.</li> <li>3. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.</li> <li>4. <b>Any other commercial terms indicated by the vendor in their offer elsew here will be ignored. BHEL will proceed with tender evaluation as per Annexure-A and GeM general terms and conditions only.</b></li> </ol>	

## Disclaimer/अस्वीकरण

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

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

11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**