



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023/B/3679

Dated/दिनांक : 13-07-2

**Bid Document/ बिड दस्तावेज़**

<b>Bid Details/बिड विवरण</b>	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	24-07-2023 17:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	24-07-2023 17:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	180 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Heavy Industries And Public Enterprises
<b>Department Name/विभाग का नाम</b>	Department Of Heavy Industry
<b>Organisation Name/संगठन का नाम</b>	Bharat Heavy Electricals Limited (bhel)
<b>Office Name/कार्यालय का नाम</b>	10110009-heap, Haridwar
<b>Total Quantity/कुल मात्रा</b>	1
<b>Item Category/मद केटेगरी</b>	Forklifts as per IS 6765:2003, IS 10517, IS 5154, IS 10000, IS 10002 (Q3)
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting documents *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
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी</b>	Yes
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No

**Bid Details/बिड विवरण**

<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>90</b> days of issue 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**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	40000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	13

(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 कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कटेगरी 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 जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

BHEL HEEP HARIDWAR

10110009-HEEP, Haridwar, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises. BHEL HEEP RANIPUR HARIDWAR 249403 UTTRAKHAND. (Bharat Heavy Electricals Limited Siri Fort New Delhi Through Division Bhel Heep Haridwar) (Bhel Heep Haridwar)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

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. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises in respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not 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 25%(selected by Buyer) percentage of total QUANTITY.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which will be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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
- 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

### **Forklifts As Per IS 6765:2003, IS 10517, IS 5154, IS 10000, IS 10002 ( 1 pieces )**

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

#### **Technical Specifications/तकनीकी विशिष्टियाँ**

[\\* As per GeM Category Specification/जेम कैटेगरी विशिष्टि के अनुसार](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
CONSTRUCTIONAL	Type of Motor	AC, DC, NA for engine operated
	Engine Capacity (BHP@rpm)	0

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>Rated RPM</b>	0
	<b>Engine Torque Nm@rpm</b>	0
	<b>Engine Cooling System</b>	NA for Battery Operated
	<b>ForkLift Gradeability (%)</b>	Any applicable numeric value
	<b>AC Traction Motor Capacity, (Kw)</b>	8 kw, 12Kw, NA
	<b>Capacity for AC Motor Pump, (Kw)</b>	10 Kw, 12 Kw, 15 Kw, NA
	<b>AC/DC motor rating</b>	for 3000 Kg capacity battery operated forklift 8.5 Kw Mi
	<b>DC motor operating voltage</b>	36 V, 48 V, 72 V, 80 V, NA for engine operated & AC motor
	<b>Standard load centre distance</b>	DH/DV for Forklift up to 4000 Kg 500/500mm
	<b>Brake System</b>	Hydraulic
	<b>Lifting Stages</b>	2, 3 Or higher
	<b>Lift Height (metres)</b>	3 to 3.8 meters
	Fork size (mm)	1000
	<b>Tyre Type</b>	Solid
	<b>Mass of Truck (Kg)</b>	Any applicable numeric value
	Forklifts instrument panel	equiped with instrument panel fitted with switch key for starting, battery discharge indicator (on cowl) electron controller as per manufacturer design
	Load Back Rest	Yes
	Suitable battery charger for traction batteries	Yes
GENERIC	Conformity to Indian Standrad	IS: 6765-2003 latest
	<b>Operating Mode</b>	Battery Operated
	<b>Rated Capacity at Standard Lift Height and Load Centre (Kg)</b>	3000
	<b>Transmission</b>	NA
	<b>Type of Drive</b>	single, double
	<b>Rating of Traction Battery (KW/H)</b>	for 1000 Kg capacity, battery operated Forklift $\geq 15.9$ KW/H, for 2000 Kg capacity, battery operated Forklift $\geq 21.2$ KW/H, for 3000 Kg capacity, battery operated Forl $\geq 24.7$ KW/H, NA for Diesel Engine operated
CERTIFICATION	<b>ISI Marking</b>	Yes, No

**Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details**

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	100%

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी दिन
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	1	90

**Special terms and conditions-Version:3 effective from 11-05-2023-Version:1 effective from 04-05-2020-Version:1 effective from 04-05-2020-Version:1 effective from 04-05-2020-Version:1 effective from 04-05-2020 for category Forklifts as IS 6765:2003, IS 10517, IS 5154, IS 10000, IS 10002**

1. Only bid /RA option will be available for buyer as these equipments are not standard and freight Intensive product.,Test reports if any, desired by buyer will be provided by seller at the time of supply.,Operational and maintenance contract if desired by buyer will be provided as per their requirement.,Delivery period will be 90 days (normal).,Only bid /RA option will be available for buyer as these equipments are not standard and freight Intensive product.,Test reports if any, desired by buyer will be provided by seller at the time of supply.,Operational and maintenance contract if desired by buyer will be provided as per their requirement., Delivery period will be 90 days (normal).
2. Operational and maintenance contract if desired by buyer will be provided as per their requirement.
3. Delivery period will be 90 days (normal).
4. Only bid /RA option will be available for buyer as these equipments are not standard and freight Intensive pro
5. Test reports if any, desired by buyer will be provided by seller at the time of supply.
6. Operational and maintenance contract if desired by buyer will be provided as per their requirement.
7. Delivery period will be 90 days (normal).

**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 ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contract rates. Bidders are bound to accept the orders accordingly.

**2. Inspection**

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:  
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected ATC):

NOT REQUIRED

Post Receipt Inspection at consignee site before acceptance of stores:  
AT BHEL HEEP HARIDWAR

3. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

PARAS  
CENTRAL PLANT STORE  
BHEL HEEP  
HARIDWAR  
UTTRAKHAND-249403

4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Scope of Supply for Battery Operated Fork Lifter-Cap. 3.0 Ton**

**1. Technical Specification as per GeM:**

<b>S. No.</b>	<b>Specification</b>	<b>Requirement</b>	<b>Vendor to confirm</b>
i.	<b>Lift Height (metres)</b>	3 To 3.8 Meters	
ii.	<b>Brake System</b>	Hydraulic	
iii.	<b>Standard load centre distance</b>	DH/DV For Forklift Up To 4000 Kg 500/500mm	
iv.	<b>AC::DC motor rating</b>	For 3000 Kg Capacity Battery Operated Forklift 8.5 Kw Min	
v.	<b>Type of Motor</b>	Any Value	
vi.	<b>Lifting Stages</b>	2	

vii.	<b>Tyre Type</b>	Solid	
viii.	<b>DC motor operating voltage</b>	Any Value	
ix.	<b>AC Traction Motor Capacity, (Kw)</b>	Any Value	
x.	<b>Transmission</b>	NA	
xi.	<b>Rating of Traction Battery (KW::H)</b>	Any Value	
xii.	<b>Operating Mode</b>	Battery Operated	
xiii.	<b>Type of Drive</b>	Any Value	
xiv.	<b>Rated Capacity at Standard Lift Height and Load Centre (Kg)</b>	3000	
xv.	<b>Engine Capacity (BHP@rpm)</b>	0	
xvi.	<b>Forklifts instrument panel</b>	Equipped with Instrument Panel Fitted with Switch Key For Starting, Battery Discharge Indicator (On Cowl) Electronic Controller As Per Manufacturer Design	
xvii.	<b>Rated RPM</b>	0	
xviii.	<b>Engine Torque Nm@rpm</b>	0	
xix.	<b>Engine Cooling System</b>	NA for Battery Operated	
xx.	<b>Fork Lift Gradeability (%)</b>	Any Value	
xxi.	<b>Capacity for AC Motor Pump, (Kw)</b>	Any Value	
xxii.	<b>Fork size (mm)</b>	1000	

xxiii.	<b>Mass of Truck (Kg)</b>	Any Value	
xxiv.	<b>Load Back Rest</b>	Yes	
xxv.	<b>ISI Marking</b>	Any Value	
xxvi.	<b>Conformity to Indian Standard</b>	IS: 6765-2003 Latest	

## 2. Charger, Documents & Tools:

Sl. No.	Item	Quantity	Vendor to Conform
i.	<b>Charger</b>	01 No. suitable charger for the Fork Lifter	
ii.	<b>Operation &amp; Maintenance Manual</b>	02 nos. with the Battery-operated Fork Lifter.	
iii.	<b>Service manuals &amp; Spare Parts Catalogue</b>	02 sets with the Battery-operated Fork Lifter.	
iv.	<b>Tools</b>	02 sets of tool kit suitable for the equipment (including 02 Nos. Hydrometer, Wheel spanner, Multi-meter etc.)	

## 3. Demonstration

i.	<b>Demonstration</b>	Demonstration which includes functional testing, demonstration of features and verification of specification parameters of the Fork Lifter to be done by the vendor or by their representative at BHEL, Haridwar.	
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#### 4. Warranty:

i.	<b>Warranty</b>	12 months warranty required from the date of receipt of the item at BHEL, HEEP, Haridwar.	-
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### **Pre-Qualifying Requirement (PQR) for the bidders for the supply of Battery-Operated Fork Lifter (Cap. 3.0 Tons)**

1. Bidder either should be Manufacturer or Authorized dealer for the manufacturer. Bidder shall submit documents as mentioned below:
  - i. **In case bidder is manufacturer** of the Fork Lifter, bidder shall submit Certificate of Incorporation of their firm.
  - ii. **In case bidder is a dealer**, bidder shall submit valid Dealership Certificate issued in the name of bidder along with Certificate of Incorporation of the Manufacturer of the Fork Lifter.
2. Bidder must have supplied minimum 01 No. Battery Operated Fork Lifter having capacity 3.0 Tons or above during 03 Financial Years i.e. F.Y. 2020-2021-22 & 2022-23. Bidder shall submit copy of Purchase Order(s) along with document from which order completion/execution can be ascertained.

### **SPECIAL TERMS AND CONDITIONS**

Sl. No.	Material Code & Item Description	Total Quantity	Date for Supply Completion
1.	<b>Material Code</b> - ZWH030503027 BATTERY OPERATED FORK LIFTER AS PER ENCLOSED SPECIFICATION.	01 No	Delivery is required within 90 Days from the date of PO.

2. **PAYMENT**

**TERM:** 80% payment of PO value shall be made within 45 days for MSE, 60 days for Medium Enterprise and 90 days for Non-MSE from the date of receipt of material at BHEL. Balance 20% of PO value will be paid against acceptance by end user of BHEL (As per point no-3 of Scope of Supply for this tender) and submission of Performance Bank Guarantee (PBG) valid for **13 months** (from date of final acceptance at BHEL) by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed format. The PBG confirmation charges shall be borne by vendor.

**3. Bank Guarantee and Loading against non-acceptance of BHEL's Payment Terms:**

If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment / opening of LC in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of acceptance Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO Value.

4. Demonstration of the equipment shall be done by vendor within 15 days after first call to the vendor by BHEL

5. **LATE DELIVERY PENALTY CLAUSE:** Penalty on delay in 'Supply' and/or 'demonstration at BHEL Haridwar' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'demonstration at BHEL Haridwar'.

**A. For delay in Supply:**

The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + Acceptance by End user as per point no-3 of Scope of Supply) in supply subject to a maximum of 10% of total PO value (Supply + Acceptance by End user as per point no-3 of Scope of Supply).

**B. For Delay in demonstration of Equipment at BHEL Haridwar (Acceptance by End user as per point no-3 of Scope of Supply):**

The rate of penalty for delayed Acceptance by End user as per point no-3 of Scope of Supply shall be @ 0.5% per week of delay of total PO value (Supply + Acceptance by End user as per point no-3 of Scope of Supply) in Acceptance by End user as per point no-3 of Scope of Supply subject to a maximum of 10% of total PO value (Supply + Acceptance by End user as per point no-3 of Scope of Supply).

Maximum penalty for delay in Supply and Acceptance by End user as per point no-3 of Scope of Supply together shall be limited to 15% of total PO value (Supply + Acceptance by End user as per point no-3 of Scope of Supply).

In case PO includes more than one machine, the penalty shall be @ 0.5% per week of delay of total PO value (Supply + Acceptance by End user as per point no-3 of Scope of Supply) for delayed machine.

In case any bidder is not accepting the above penalty for delayed Supply and/or Acceptance by End user as per point no-3 of Scope of Supply, the offer of bidder shall be loaded to the point to which it is not agreed by the bidder.

In case, any shortage is noticed viz-a-viz PO requirement in the main equipment /spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication.

on to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supply shall be borne by the supplier.

6. BHEL will not provide boarding, lodging, travel cost (Air ticket, local transport etc.) to vendor's representatives visiting BHEL Haridwar for Commissioning.

**7. Evaluation shall be done on Total Landed Cost to BHEL Haridwar.**

Total Landed Cost to BHEL includes Material cost, demonstration of the equipment, Freight charges, GST.

8. Date of Part-1 Opening shall be considered for Cost Evaluation Process.

**9. Delivery Basis:** FOR BHEL Haridwar Basis.

- 10. PRE-DISPATCH INSPECTION CLAUSE:** is not applicable for this case.

- 11. PERFORMANCE BANK GUARANTEE (PBG):** Performance Bank Guarantee (PBG) valid for **13 months** (from date of final acceptance by BHEL) by Supplier from any of the Indian branch of Consortium Bank of BHEL or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL for 10% total PO Value in the prescribed Format in the currency of order. The PBG confirmation charges shall be borne by vendor. This bank guarantee shall have to be submitted before release of last balance payment.

Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder.

Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT contract, from the bills along with due interest.

The PBG should be in BHEL's PBG format and should be from one of the Indian branches of BHEL consortium banks or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL. The confirmation charges shall be borne by vendor. The Performance of Bank Guarantee and the list of BHEL consortium bank are displayed at BHEL website [www.hwr.bhel.com](http://www.hwr.bhel.com).

- 12. Delivery Period:** Delivery is required by within 90 days from the date of placement of PO. Early delivery acceptable.

- 13. ERNEST MONEY DEPOSIT (EMD):** EMD shall be applicable for this tender of **Rs. Forty Thousand rupees Only**.

EMD shall be waived off for Central/State- PSUs/ Government Department and for Micro & small Enterprises.

EMD shall be waived off as per GEM Terms and Conditions also for vendors who are seeking exemptions as per GeM Terms and Conditions.

Please note that EMD by the tenderer shall be forfeited as per Tender Documents if, the successful bidder/vendor refuses to honor the order after award of the same or him and/or withdraws his bid and/or unilaterally changes the offer and/or any of its terms & conditions within the validity period.

EMD given by the unsuccessful tenderer shall be refunded on acceptance of award / LOI/ PO by successful tenderer. The EMD of successful bidder shall be returned after submission of Contract execution bank guarantee.

EMD shall not carry any interest. EMD shall be returned after PO placement.

If any dealer/Authorized representative/Traders is quoting item of their OEM then EMD benefit shall not be passed on to any dealer/Authorized representative/Traders. EMD in the form of Bank Guarantee is not acceptable.

EMD to be submitted in Bank Account of BHEL or DD to be furnished.

**14.** The evaluation currency for this tender shall be INR.

**15. ATTENDING TO ANY COMPLAINT DURING WARRANTY PERIOD:** Vendor will have to ensure satisfaction of their people for demonstration or for attending to any complaint during Warranty period within 6 days of intimation.

In case of delay BHEL will be within their rights to get the job completed at the risk and cost of the supplier.

**16.** Purchaser i.e. BHEL, Haridwar reserves the right to cancel this GEM Bid Tender Enquiry at any stage tender Enquiry but, before Purchase Order Placement on GeM Portal. BHEL Haridwar shall not be liable to any of the bidder/or any other agencies to tell the reason for cancellation of this GEM Bid Tender Enquiry. In this matter the decision of Purchase which is BHEL Haridwar shall be final and can't be challenged in any court of Law.

**17. Settlement of Disputes:**

If any dispute, controversy or claim arising out of, relating to, or in connection with, this contract, or its breach, termination or validity thereof, arises, both parties hereto shall endeavor to settle such dispute amicably. Should this attempt fail, the disputes between the parties shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts in each attempt shall continue for not less than 30 days; give 30 days' notice, in writing, invoking arbitration and calling upon the other party to constitute the tribunal as provided.

All or any such disputes or differences arising between the parties to this contract shall be referred to an Arbitral Tribunal consisting of single arbitrators. Sole arbitrator shall be appointed on mutually agreed terms by both the parties.

The place of arbitration shall be New Delhi for foreign vendors. The language of arbitration shall be English. The substantive law applicable to the substance of the dispute shall be the Indian Law. GISTC clause may be referred for this clause.

For Indigenous Source. The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction.

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**Conciliation Clause:** Model conciliation clause for conduction conciliation proceedings under the BH conciliation scheme, 2018 (enclosed as Annexure- D) will be applicable against this enquiry. Kindly cc m.

**Arbitration Clause:**

In case of any dispute arising out of or in connection with this contract, the same shall be referred to arbitration under Arbitration & Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat & venue of arbitration shall be Haridwar. The proceedings shall be conducted in English. The governing law of the contract shall be the substantive Law of India.

**18. Risk Purchase Clause**

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.

**19. Force Majeure Clause**

- a) Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc.
- b. The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate contractor for expenses.
- c. Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months.
- d. Evidence for this would be "Force Majeure" certificate issued by chamber of commerce of the concerned country.

**20. War Like Situation**

If the war like situation has developed in a country where a vendor's works involved in this tender is located or there is political instability and Indian Embassy located in that country forbids dealing with the said vendor or advises for not having any business dealing with vendor located in such zone / region/ country, then BHEL reserves the right not to consider the offer of such a vendor or to cancel the order in case the order has already been placed and suspend further dealings till normalcy in the country/ region is confirmed by Indian Embassy.

**21. Action against Bidders / vendor / supplier / contractor in case of default:**

In order to protect the commercial interests of BHEL, BHEL shall take action against suppliers/contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating/bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or increase the price etc.

Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or bidder and shall be as per "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors available at BHEL's website "<https://www.bhel.com/guidelines-suspension-business-dealings-suppliers-contractors>"

## 22. Taxes & duties

GST Registration Number

Address of Principal place of Business

Type of Business

HSN Code, its description & rate of applicable GST for the offered material

Whether registered under Composite scheme of GST (Y/N).

It should be noted that the evaluation of the offers shall be done considering the taxation/benefits as applicable under GST.

Please submit your GST registration certificate.

Note: TDS as per Statutory guidelines will be deducted at source. Kindly submit your offer accordingly.

## 23. Purchase Preference for (Make in India)

For this procurement, the local content to categorize a supplier as a Class-I supplier / class-II local supplier / Non-local supplier and purchase preference to class -I local supplier, is as defined in public procurement (preference to make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against NIT".

The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification (Format enclosed) that the item offered meets the minimum local content and shall give details of location (s) at which the local value addition is made.

## 24. Conflict of interest among Bidders/Agents

"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 stake 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 third parties, that place them in a position to have access to information about or influence on the bid of another bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation 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 bidding 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 authorize 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;
- g) A bidder or any of its affiliates participated as a consultant in the preparation of the desired 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 should bid. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

**25.** The Bidder has to declare 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.

**26.** In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account.

Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be levied by bidder.

Attach separate sheet for additional information if necessary. The above terms & conditions supersede the terms & conditions found contradictory written elsewhere in the offer.

Attach separate sheet for additional information if necessary. The above terms & conditions supersede the terms & conditions found contradictory written elsewhere in the offer.

**27.** 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.

- 28.** GST Input Tax Credit shall be applicable for this tender.
- 29.** Participating bidders must reply against each point of BHEL Technical Specification.
- 30.** Early Delivery is acceptable.
- 31.** Test Certificate is not required.
- 32.** Operation and Maintenance manual along with Instruction Manual is required as per Technical Specifications of this tender enquiry.
- 33.** There is no recommended spare for this item.
- 34.** Special tools are not required however; general tools are required as per point no. 2 (IV) of scope of work (Annexure-1).
- 35.** Suppliers are requested to send point wise reply to BHEL Technical Specification.
- 36.** Warranty is required for Min. 12 Months from the date of receipt at BHEL, HEEP, Haridwar.
- 37.** Restrictions under Rule 144(xi) of the General Financial Rules (GFRs)
- I. Any bidder from a country which shares a land border with India will be eligible to bid for any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having special Transfer of Technology (TOT) arrangement with an entity from a country which share land border with India, shall also require to be registered with the same competent authority.
  - II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
  - III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -
    - An entity incorporated, established or registered in such a country; or
    - A subsidiary of an entity incorporated, established or registered in such a country; or
    - An entity substantially controlled through entities incorporated, established or registered in such a country; or
    - An entity whose beneficial owner is situated in such a country; or
    - An Indian (or other) agent of such an entity; or
    - A natural person who is a citizen of such a country; or
    - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
  - IV. The beneficial owner for the purpose of (iii) above will be as under:  
In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical persons as a controlling ownership interest or who exercises control through other means.

**38. For any kind of queries related to this tender enquiry, kindly contact following executive**  
[yash-pal@bhel.in](mailto:yash-pal@bhel.in) /+91 9012227802/01334281961

[ashishkumar.keshari@bhel.in](mailto:ashishkumar.keshari@bhel.in) /+919997459201/01334281961.

5. **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.

6. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

7. **Generic**

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

8. **Generic**

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

9. **Warranty**

Warranty period of the supplied products shall be 1 year from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. Seller should guarantee the rectification of goods in case of any break down during the warranty period. Seller should have a well-established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after-sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

10. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

BHEL HEEP HARIDWAR  
payable at  
HARIDWAR

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to Buyer within 5 days of Bid End date / Bid Opening date.

11. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

BHEL HEEP  
Account No.  
10667995458  
IFSC Code

SBIN0000586

Bank Name

State Bank of India

Branch address

Branch address State Bank of India SME Branch Ranipur, Sector-5A , BHEL RANUPUR HARDWAR PIN - 249403, U

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

## 12. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority 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 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 respond 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 ensure 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 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 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 करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---

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