



**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEAVY PLATE & VESSELS PLANT**  
**VISAKHAPATNAM – 530 012, INDIA**

**MM/PURCHASE (MP-RM) GROUP**

Ref: RFQ No. H012400217

Date:12.09.2024

Sub: SUPPLY OF UTILITY VAN

Tender is invited through open tender on **Two-part bid basis for supply of utility van.**

Sl. No	Matl. Code	Description	Quantity (In No)	Due Date for Tender Submission	Vendor Response (Make)
01	MCEUTVAN2202	UTILITY VAN MODEL:2024 AS PER SCOPE OF SUPPLY ANNEXURE-A ATTACHED	1	17.09.2024 up to 1400 hrs thru email	

**1. TENDER SUBMISSION:**

**The Bid shall be submitted in two Parts**

**A. Part-I: Techno-Commercial Bid shall be sent by e-mail - only to [technicalbid-hpvp@bhel.in](mailto:technicalbid-hpvp@bhel.in) by mentioning the Tender Enq. No. as Subject along with the following documents:**

- Copy of GSTIN Registration Certificate.
- Copy of PAN card.
- Valid Udyam / Udyog Aadhaar Registration Certificate (if any)
- Copy of RTGS detail and cancelled cheque
- Signed & Stamped Tender documents

**B. Part-II: Price Bid** in the prescribed format shall be sent by email- only to [pricebid-hpvp@bhel.in](mailto:pricebid-hpvp@bhel.in) as separate document. Please do not mark any mail id in CC/BCC of e-mail while sending technical and price offer.

**Note: All pages of tender documents and the various supporting documents enclosed by the bidder should be signed on all pages with seal.**

**C. The tender completed in all respects shall be sent by email only latest by 14.00 Hrs. on 17.09.2024 (14:00 Hrs) to following email address only:**

**Part-I Bid (Technical bid) :** [technicalbid-hpvp@bhel.in](mailto:technicalbid-hpvp@bhel.in)

**Part-II Bid (Price bid):** [pricebid-hpvp@bhel.in](mailto:pricebid-hpvp@bhel.in)

**Note:**

- While sending tender documents thru email, Tender enq. No. is to be written as subject
- Please do not mark any CC / BCC in email address. If done so, the system will not receive the offer and liable for rejection.
- Attachment size limited to 20 MB only. Bidder can submit their offer in multiple emails within the due date by splitting the attachments if more than 20 MB.

Last date for receipt of tenders is **17.09.2024** up to 14.00 hrs. BHEL-HPVP is not responsible for any delays in submission of offers.

**Offers received in any other form will not be accepted.**



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**D. OPENING OF TENDERS:**

The bid will be opened on **17.09.2024** at 14.00 Hrs. at Customer Cell, Adm. Building, BHEL- HPVP.

**TERMS AND CONDITIONS**

**1. DELIVERY PERIOD:**

**08 WEEKS** FROM THE DATE OF PO TO THE RECEIPT OF MATERIAL AT BHEL HPVP.

**2. PAYMENT TERMS:**

PAYMENT OF **100% OF INVOICE VALUE** SHALL BE MADE WITHIN THE STIPULATED DAYS AS MENTIONED BELOW FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIALS AT BHEL HPVP AND UPON RECEIPT OF PBG.

Type of Bidder	Payment Terms (Number of Days)
Micro & Small Enterprises (MSEs)	45 Days
Medium Enterprises	60 Days
Non MSME	90 Days

HOWEVER, GST PORTION OF INVOICE SHALL BE RELEASED ONLY UPON:

- 1) VENDOR DECLARING THE INVOICE IN THEIR GSTR-1.
- 2) RECEIPT OF GOODS AND TAX INVOICE BY BHEL.
- 3) CONFIRMATION OF PAYMENT OF GST THEREON BY VENDOR ON GSTN PORTAL.

- 3. LIQUIDATED DAMAGES (LD):** DELIVERY IS THE ESSENCE OF THIS CONTRACT. IN THE EVENT OF YOUR FAILURE TO SHIP THE MATERIALS WITHIN THE STIPULATED DELIVERY PERIOD, LD @ 0.5% PER WEEK OF DELAY SUBJECT TO A MAX OF 10% ON TOTAL ORDER VALUE WILL BE APPLICABLE. DATE OF LR/INVOICE WHICHEVER IS LATER SHALL BE CONSIDERED FOR LD CALCULATION PURPOSE. IN CASE OF DELAY, THE SUPPLIER SHOULD DEDUCT APPLICABLE L.D AND NEGOTIATE THE DOCUMENTS FOR BALANCE AMOUNT ONLY.
- 4. PERFORMANCE BANK GUARANTEE SHALL BE SUBMITTED IN PRESCRIBED FORMAT OF BHEL FOR 10% OF ORDER VALUE VALID TILL THREE YEAR FROM THE DATE OF COMPLETION OF SUPPLY WITH A CLAIM PERIOD OF 12 MONTHS THEREAFTER. PBG SHALL BE ISSUED FROM ONE OF CONSORTIUM BANK OF BHEL.**
- 5. MAXIMUM PERCENTAGE OF BID QUANTITY FOR MII PURCHASE PREFERENCE FOR CLASS I SUPPLIER IS 100%.**
- 6. MAXIMUM PERCENTAGE OF BID QUANTITY FOR MSE PURCHASE PREFERENCE IS 100%.**
- 7. INSPECTION BY BHEL-HPVP, AT STORES. REJECTED MATERIALS, IF ANY, SHALL BE REPLACED BY SUPPLIER ON FREE OF COST.**
- 8. GST Clauses:**
  - THE BIDDER TO SPECIFY IN THEIR OFFER (PART 1 BID) THE CATEGORY OF THEIR REGISTRATION UNDER GST LIKE REGISTERED, UNREGISTERED AND COMPOSITE DEALER.
  - THE PROVISIONAL GST REGISTRATION NUMBER OF BHARAT HEAVY ELECTRICAL LTD, HEAVY PLATES AND VESSELS PLANT, VISAKHAPATNAM IS "37AAACB4146P7Z8" WITH STATE CODE AS "37" AND STATE NAME AS "ANDHRA PRADESH".
  - NO GST WILL BE REIMBURSED TO UNREGISTERED OR COMPOSITE DEALER. IN THE EVENT, ANY GST IS QUOTED BY COMPOSITE DEALER, THE SAME SHALL BE ADDED TO THE COST OF SUPPLY IN EVALUATING THE BID.
  - SUPPLIER SHALL MENTION THEIR GSTN REGISTRATION NUMBER(GSTIN) IN ALL THEIR INVOICES 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), ITEM DESCRIPTION AS PER PO QUANTITY RATE, VALUE, APPLICABLE TAXES WITH NOMENCLATURE (LIKE IGST, SGST, CGST & UTGST) SEPARATELY, HSN/ SAC CODE, ETC.



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**VISAKHAPATNAM – 530 012, INDIA**

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- ALL INVOICES SHALL BEAR THE HSN CODE FOR EACH ITEM SEPARATELY (HARMONIZED SYSTEM OF NOMENCLATURE)/ SAC CODE (SERVICES ACCOUNTING CODE).
  - THE BIDDER SHALL CLEARLY INDICATE HSN (HARMONIZED SYSTEM NOMENCLATURE) / SAC (SERVICE ACCOUNTING CODE), ITS DESCRIPTION AND APPLICABLE RATE OF GST FOR EACH ITEM IN HIS TECHNO-COMMERCIAL BID.
  - IN CASE GST CREDIT IS DELAYED/DENIED TO BHEL DUE TO NON/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 SHALL BE RECOVERABLE FROM BIDDER ALONG WITH INTEREST, PENALTIES LEVIED/LEVIABLE ON BHEL.
  - IN CASE BIDDER DELAYS DECLARING SUCH INVOICE IN HIS 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 BIDDER ALONG WITH INTEREST LEVIED / LEVIABLE ON BHEL.
  - BIDDERS MUST ENSURE COMPLIANCE OF ALL THE APPLICABLE RULES AND PROCEDURE AS ENVISAGED IN THE GST REGIME. ANY LOSS TO BHEL-HPVP DUE TO FAULT / NONCOMPLIANCE BY THE BIDDER WILL BE TO THE BIDDER'S ACCOUNT.
  - GST TDS IS APPLICABLE AS PER RULES.
9. **RIGHT TO REJECT:** THE COMPETENT AUTHORITY RESERVES ALL RIGHTS TO REJECT THE GOODS IF THE SAME ARE NOT FOUND IN ACCORDANCE WITH THE REQUIRED DESCRIPTION / SPECIFICATIONS/QUALITY. REJECTED MATERIALS IF ANY AFTER RECEIPT OF MATERIAL AT OUR END SHALL BE REPLACED BY SUPPLIER AT FREE OF COST (INCLUSIVE OF ALL TESTING, INSPECTION, TPI, SERVICE CHARGES ETC) UP TO DESTINATION IMMEDIATELY WITHOUT ANY EXTRA FREIGHT FROM DEFECT NOTIFICATION DATE.

IF ANY MATERIAL IS REJECTED, SUPPLIER TO MAKE FREE OF COST (ON FREIGHT PAID BASIS) REPLACEMENT WITHIN A SPECIFIED PERIOD. REJECTED MATERIALS CAN BE LIFTED BY THE SUPPLIER THEREAFTER. (OR) BHEL SHALL TAKE ALTERNATE PROCUREMENT ACTION FROM ELSEWHERE AND RECOVER THE DIFFERENCE IN COST, IF ANY INCURRED BY BHEL IN THIS REGARD FROM THE SUPPLIER. THE SUPPLIER SHALL NOT BE ENTITLED TO ANY GAIN ON REPURCHASE. (OR) BHEL CAN TERMINATE THE CONTRACT EITHER IN PART OR WHOLLY IN WHICH AT BHEL DISCRETION AND RECOVER LOSS IF ANY FROM THE SUPPLIER.

10. BHEL HPVP RESERVES THE RIGHT TO CANCEL THE ENQUIRY / TENDER AT ANY STAGE WITHOUT ASSIGNING ANY REASONS THEREOF. AND BHEL HPVP RESERVES THE RIGHT TO REJECT OR ACCEPT ONE OR ANY OFFER WITHOUT ASSIGNING ANY REASON.
11. **RISK PURCHASE:** THE DELIVERY PERIOD STATED SHALL BE REASONABLE/REALISTIC AND SHALL STRICTLY BE ADHERED TO. IF THE MATERIAL IS NOT SUPPLIED WITHIN THE AGREED DELIVERY PERIOD, IN ORDER TO AVOID LOSS OR DAMAGE BHEL RESERVES THE RIGHT TO CANCEL THE ORDER AND PURCHASE THE MATERIAL (EITHER WHOLLY OR UNDELIVERED PORTION) FROM ALTERNATE SOURCE(S) AT THE RISK AND COST (WITH EXTRA 5 % OVERHEAD) OF THE SUPPLIER. IN SUCH AN EVENT, IT SHALL BE OBLIGATORY ON THE PART OF SUPPLIER TO MAKE GOOD ANY LOSS SUFFERED BY THE BHEL. IN SUCH CASES, BHEL SHALL WITHHOLD BILLS, BANK GUARANTEES, ETC., OF THE SUPPLIER, WHICH ARE PENDING EITHER AT HPVP BHEL OR ANY OTHER UNIT OF BHEL.
12. **FORCE MAJEURE:** THE SUPPLIER SHALL NOT BE CONSIDERED IN DEFAULT IF DELAY OCCURS DUE TO CAUSES BEYOND HIS CONTROL SUCH AS ACTS OF GOD, NATURAL CALAMITIES, FIRE, FROST, FLOOD, CIVIL WAR, STRIKES, CIVIL COMMOTION, RIOT, GOVERNMENT RESTRICTIONS, LOCKOUT THAT ARE NOT IN CONTROL OF SUPPLIER OR ACTS OF UNSURPASSED POWER. ONLY THOSE CAUSES THAT HAVE DURATION OF MORE THAN SEVEN DAYS SHALL BE CONSIDERED CAUSE OF FORCE/ CALENDAR/ MAJEURE. NOTIFICATION TO THIS EFFECT DULY CERTIFIED BY LOCAL CHAMBER OF COMMERCE/ STATUTORY AUTHORITIES SHALL BE GIVEN BY THE SUPPLIER TO BHEL BY REGISTERED LETTER. IN THE EVENT OF DELAY TO SUCH CAUSES THE DELIVERY SCHEDULE SHALL BE EXTENDED FOR A LENGTH OF TIME EQUAL TO THE PERIOD OF FORCE MAJEURE OR AT THE OPTION OF BHEL THE ORDER MAY BE CANCELLED IN MUTUAL CONSENT WITH VENDOR. SUCH CANCELLATION WOULD BE WITHOUT ANY LIABILITY WHATSOEVER ON THE PART OF BHEL. IN THE EVENT OF SUCH CANCELLATION THE SUPPLIER SHALL REFUND ANY AMOUNT ADVANCED OR PAID TO THE SUPPLIER BY BHEL AND DELIVERY BACK ANY MATERIAL ISSUED TO HIM BY BHEL AND RELEASE FACILITIES, IF ANY, PROVIDED BY BHEL.
13. **ARBITRATION:** EXCEPT AS PROVIDED ELSEWHERE IN THIS CONTRACT, IN CASE AMICABLE SETTLEMENT IS NOT REACHED BETWEEN THE PARTIES, IN RESPECT OF ANY DISPUTE OR DIFFERENCE; ARISING OUT OF THE FORMATION, BREACH, TERMINATION, VALIDITY OR EXECUTION OF THE CONTRACT; OR, THE RESPECTIVE RIGHTS



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**VISAKHAPATNAM – 530 012, INDIA**

**MM/PURCHASE (MP-RM) GROUP**

AND LIABILITIES OF THE PARTIES; OR, IN RELATION TO INTERPRETATION OF ANY PROVISION OF THE CONTRACT; OR, IN ANY MANNER TOUCHING UPON THE CONTRACT, THEN, EITHER PARTY MAY, BY A NOTICE IN WRITING TO THE OTHER PARTY REFER SUCH DISPUTE OR DIFFERENCE TO THE SOLE ARBITRATION OF AN ARBITRATOR APPOINTED BY HEAD OF THE BHEL UNIT/REGION/DIVISION ISSUING THE CONTRACT.

THE ARBITRATOR SHALL PASS A REASONED AWARD AND THE AWARD OF THE ARBITRATOR SHALL BE FINAL AND BINDING UPON THE PARTIES. SUBJECT AS AFORESAID, THE PROVISIONS OF ARBITRATION AND CONCILIATION ACT 1995 (INDIA) OR STATUTORY MODIFICATIONS OR RE-ENACTMENTS THEREOF AND THE RULES MADE THEREUNDER AND FOR THE TIME BEING IN FORCE SHALL APPLY TO THE ARBITRATION PROCEEDINGS UNDER THIS CLAUSE. THE SEAT OF ARBITRATION SHALL BE (THE PLACE FROM WHICH THE CONTRACT IS ISSUED) THE COST OF ARBITRATION SHALL BE BORNE AS PER THE AWARD OF THE ARBITRATOR, SUBJECT TO THE ARBITRATION IN TERMS OF CLAUSE ABOVE, THE COURTS AT (PI INCORPORATE THE NAME OF THE PLACE WHERE THE PRINCIPAL CIVIL COURT HAVING ORDINARY ORIGINAL CIVIL JURISDICTION TO DECIDE QUESTIONS FORMING SUBJECT MATTER OF THE ARBITRATION IS LOCATED) SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT. NOTWITHSTANDING THE EXISTENCE OR ANY DISPUTE OR DIFFERENCES AND/OR REFERENCE FOR THE ARBITRATION, THE CONTRACTOR SHALL PROCEED WITH AND CONTINUE WITHOUT HINDRANCE THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT WITH DUE DILIGENCE AND EXPEDITION IN A PROFESSIONAL MANNER EXCEPT WHERE THE CONTRACT HAS BEEN TERMINATED BY EITHER PARTY IN TERMS OF THIS CONTRACT.

**14. JURISDICTION:** NOTWITHSTANDING ANY OTHER COURT OR COURTS HAVING JURISDICTION TO DECIDE THE QUESTION(S) FORMING THE SUBJECT MATTER OF THE REFERENCE IF THE SAME HAD BEEN THE SUBJECT MATTER OF A SUIT, ANY AND ALL ACTIONS AND PROCEEDINGS ARISING OUT OF OR RELATIVE TO THE CONTRACT (INCLUDING ANY ARBITRATION IN TERMS THEREOF) SHALL LIE ONLY IN THE COURT OF COMPETENT CIVIL/TERRITORIAL JURISDICTION IN THIS BEHALF AT VISAKHAPATNAM AND ONLY THE SAID COURTS(S) SHALL HAVE JURISDICTION TO ENTERTAIN AND TRY ANY SUCH ACTION(S) AND/OR PROCEEDING(S) TO THE EXCLUSION OF ALL OTHER COURTS.

**15. NO OVERDUE INTEREST, WHATSOEVER THE REASON, WILL BE PAYABLE BY BHEL TO EITHER SUPPLIER OR HIS BANKERS**

**16. TECHNO COMMERCIALY QUALIFIED VENDORS' CREDENTIALS WILL BE SUBMITTED TO CUSTOMER/CONSULTANT, IF REQUIRED FOR THEIR APPROVAL AND THEIR OFFERS WILL BE CONSIDERED FOR PRICE BID OPENING/ REVERSE AUCTION SUBJECT TO CUSTOMER /CONSULTANT APPROVAL FOR THE TENDER. BIDDER SHALL SUBMIT THEIR CREDENTIALS AND COMPANY DETAILS ALONG WITH TECHNICAL OFFERS.**

**17. FRAUD PREVENTION POLICY:** THE 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 [HTTP://WWW.BHEL.COM](http://www.bhel.com) AND SHALL IMMEDIATELY BRING TO THE NOTICE OF BHEL MANAGEMENT ABOUT ANY FRAUD OR SUSPECTED FRAUD AS SOON AS IT COMES TO THEIR NOTICE."

**18. LINKING UP OF OLD ISSUES:** IN CASE IF YOU HAVE ANY OUTSTANDING PROBLEM WITH EARLIER SUPPLIES, YOU SHOULD NOT LINK UP AGAINST THIS ENQUIRY OR PO AT LATER STAGES.

**19. HOLIDAY/SUSPENSION/BANNING LIST/NEGATIVE LIST:**

OFFERS FROM FOLLOWING TYPES OF BIDDERS WILL NOT BE ACCEPTED.

- WHO ARE IN THE HOLIDAY/ SUSPENSION /BANNING LIST / NEGATIVE LIST OF ANY PSU/GOVT. AUTHORITY ON DUE DATE OF SUBMISSION OF BID / DURING THE PROCESS OF EVALUATION OF THE BIDS, THE OFFERS OF SUCH BIDDERS SHALL NOT BE CONSIDERED FOR BID OPENING/EVALUATION/AWARD (PROFORMA OF DECLARATION OF BLACK LISTING / HOLIDAY LISTING ATTACHED FOR SUBMISSION BY BIDDER).
- WHO ARE UNDER LIQUIDATION, COURT RECEIVERSHIP OR SIMILAR PROCEEDINGS, BIDDER SHALL SUBMIT A SELF-CERTIFICATE STATING THAT THEY ARE NOT UNDER LIQUIDATION, COURT RECEIVERSHIP OR SIMILAR PROCEEDINGS. FAILURE TO DO SO OR THE BIDDER IS UNDER COURT RECEIVERSHIP OR SIMILAR PROCEEDINGS, THEIR BIDS SHALL NOT BE CONSIDERED (PROFORMA FOR DECLARATION ON NCLT/NCLAT/DRT/DRAT/COURT RECEIVERSHIP/LIQUIDATION ATTACHED FOR SUBMISSION BY BIDDER).

**20. 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:



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**HEAVY PLATE & VESSELS PLANT**  
**VISAKHAPATNAM – 530 012, INDIA**

**MM/PURCHASE (MP-RM) GROUP**

- THEY HAVE CONTROLLING PARTNER(S) IN COMMON; OR
  - THEY RECEIVE OR HAVE RECEIVED ANY DIRECT OR INDIRECT SUBSIDY/FINANCIAL STAKE FROM ANY OF THEM; OR
  - THEY HAVE THE SAME LEGAL REPRESENTATIVE/AGENT FOR PURPOSE OF THIS BID; OR
  - THEY HAVE RELATIONSHIP WITH EACH OTHER, DIRECTLY OR THROUGH COMMON THIRD PARTIES, THAT PUTS THEM IN A POSITION TO HAVE ACCESS TO INFORMATION ABOUT OR INFLUENCE ON THE BID OF ANOTHER BIDDER; OR
  - BIDDER PARTICIPATES IN MORE THAN ONE BID IN THIS BIDDING PROCESS. PARTICIPATION BY BIDDER IN MORE THAN ONE BID WILL RESULT IN THE DISQUALIFICATION OF ALL BID 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
  - IN CASE OF AGENTS QUOTING IN OFFSHORE PROCUREMENTS, ON BEHALF OF THEIR PRINCIPAL MANUFACTURERS, ONE AGENT CANNOT REPRESENT TWO MANUFACTURERS OR QUOTE ON THEIR BEHALF IN A PARTICULAR TENDER ENQUIRY. ONE MANUFACTURER CAN ALSO AUTHORISE ONLY ONE AGENT/DEALER. THERE CAN BE ONLY ONE BID FROM THE FOLLOWING
  - THE PRINCIPAL MANUFACTURER DIRECTLY OR THROUGH ONE INDIAN AGENTS ON HIS BEHALF; AND
  - INDIAN/FOREIGN AGENT ON BEHALF OF ONLY ONE PRINCIPAL;
- OR
- A BIDDER OR ANY OF ITS AFFILIATES PARTICIPATED AS A CONSULTANT IN THE PREPARATION OF THE DESIGN OR TECHNICAL SPECIFICATIONS OF THE CONTRACT THAT IS THE SUBJECT OF THE BID; OR
  - 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 QUOTE. SIMILAR RESTRICTIONS WOULD APPLY TO CLOSELY RELATED SISTER COMPANIES. BIDDER MUST PROACTIVELY DECLARE SUCH SISTER/COMMON BUSINESS/MANAGEMENT UNITS IN SAME/SIMILAR LINE OF BUSINESS."

**21. NON-FILER OF INCOME TAX RETURN SHALL BE SUBJECT TO TDS/TCS AT HIGHER RATES (SECTION 206AB AND SECTION 206CCA):**

Ø THE FINANCE ACT 2021 INSERTS THESE SECTIONS TO PROVIDE FOR DEDUCTION AND COLLECTION OF TDS AND TCS AT THE HIGHER RATES IN CASE OF NON-FILERS OF THE INCOME TAX RETURN FOR PRECEDING TWO YEARS (PROVIDED TOTAL TDS DEDUCTED / TCS COLLECTED EXCEEDS RS. 50,000 IN EACH OF THE TWO PRECEDING YEARS). THE RATE OF TDS/TCS SHALL BE AT THE DOUBLE OF THE SPECIFIED RATE OR 5%, WHICHEVER IS HIGHER. THESE PROVISIONS SHALL NOT BE APPLICABLE WHERE THE TAX IS REQUIRED TO BE DEDUCTED UNDER SECTIONS 192, 192A, 194B, 194BB, 194LBC OR 194N OF THE ACT. (W.E.F. 1ST DAY OF JULY 2021) OTHER CLAUSES LIKE TENDER EVALUATION, LD, FIRM PRICE ETC., SHALL BE AS GEM GENERAL TERMS AND CONDITIONS.

**22. NEW PROVISION (SECTION 194Q) REGARDING DEDUCTION OF TAX AT SOURCE @ 0.1% ON PURCHASE OF GOODS FROM RESIDENT:**

Ø NEW SECTION 194Q IS INSERTED FOR DEDUCTION OF TDS BY A PERSON (WHOSE TURNOVER EXCEEDS RS. 10 CRORES) WHO IS PAYING ANY SUM TO ANY RESIDENT FOR PURCHASE OF ANY GOODS OF THE VALUE EXCEEDING RS. 50 LAKHS IN ANY PREVIOUS YEAR. THIS PROVISION SHALL NOT BE APPLICABLE WHERE TAX IS DEDUCTIBLE UNDER ANY OTHER PROVISION OF I.T ACT OR WHERE TAX IS COLLECTIBLE UNDER THE PROVISIONS OF SECTION 206C OTHER THAN A TRANSACTION TO WHICH SUB-SECTION (1H) OF SECTION 206C APPLIES. THE TAX SHALL BE DEDUCTED AT THE RATE OF 0.1%, WHICH SHALL BE INCREASED TO 5% IF THE SELLER DOES NOT PROVIDE HIS PAN. (W.E.F. 1ST DAY OF JULY 2021).

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**ANNEXURE-A**

**UNDERTAKING FOR NO-DEVIATION**

"With reference to **RFQ No.H012400217 dt.12.09.2024**, this is to confirm that, we have read the tender documents, General terms and conditions as mentioned in Tender document and Bid Specific Additional Terms and Conditions & noted the job content.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred tender. We hereby confirm our unqualified acceptance to all terms & conditions, Specific Conditions of Contract, General Conditions of Contract, all other annexures, unqualified compliance to technical specification, corrigenda (if any)."

M/s \_\_\_\_\_ (vendor Name) is not be in Holiday/Suspension/Banning List/Negative List by any PSU/Govt. Authority.

**Bidder Fill Following Details:**

Name of official	
Address	
MSME Status	
PAN	
GST No	
Applicable GST % [Extra in Offered Price]	
HSN Code	
E-mail ID	
Phone number	

Bidder signature with Company seal

Date:

Place:

Remarks: **Bidder to submit above undertaking in company letter head**





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## **ANNEXURE B**

### **FORMAT FOR LOCAL CONTENT**

**/ On Bidder's office letter pad /**

#### **Self-Declaration**

Enquiry No.	
Enquiry Date	

In line with Government public procurement order Number P-45021/2/2017-B.E-II dated 15.06.2017, and further modified order Number P-45021/2/2017-PP(BE-II) dt. 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT),

I / We hereby declare that I / We are a "Local Supplier" meeting the **requirement of minimum local content (.....%) defined** in the above government notification for the goods against above mentioned enquiry Number.

Details of location at which local value addition will be made is as follows:

Door No.	
Street / Address 1	
Street / Address 2	
District	
State	
Country	
PIN Code	

We also understand that the false declarations will be considered as breach of Integrity and liable for action.

**For Company Name:**

**Seal:**

**Signature:**

**Date:**

**Place:**

**(Please fill all the yellow color field)**



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**ANNEXURE-C**

**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS / NEFT TRANSFER**

01	NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR	
02	VENDOR CODE ASSIGNED BY BHEL HPVP	

**DETAILS OF BANK ACCOUNT**

03	NAME & ADDRESS OF THE BANK	
04	NAME OF THE BRANCH	
05	BRANCH CODE	
06	MICR CODE	
07	ACCOUNT NUMBER	
08	TYPE OF ACCOUNT	
09	BENEFICIARY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE / MOBILE NUMBER	
13	PAN	

**CERTIFICATE**

I / We here by agree to receive the payments due from M/s Bharat Heavy Electricals Ltd., HPVP Unit, Visakhapatnam, by the National Electronic Fund Transfer / or RTGS Transfer mode by credit to my / our above-mentioned Bank account. I / We also agree that payments made to the above-mentioned account is a valid discharge of the liability of M/s Bharat Heavy Electricals Ltd., HPVP Unit, Visakhapatnam, I / We also agree to bear the applicable Bank charges for the above mode of transfer. A copy of the cheque leaf/ cancelled cheque leaf of the above account is sent herewith.

(Authorized Signatories with name & seal)

**BANKER'S CERTIFICATION**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of authorized signatory and the MICR and IFSC codes of our branch mentioned above are correct.

Place:

Date:

Bank Manager / Officer

Signature with Bank stamp  
and name seal

**FORWARDED TO ACCOUNTS DEPARTMENT / CASH SECTION**

We confirm the above details are verified with the records available with us

Signature of BHEL, Visakhapatnam Official with  
Name & Seal Operating the contract / Services

**Note: Vendor to be submit above Checklist duly signed and stamped below. Please note that offer shall be considered for Evaluation only upon submission of this document. Having signed this document, vendor agrees that he has gone through the complete tender document and accepted all the terms as indicated in the check list above.**

**SIGNATURE OF VENDOR WITH STAMP**





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## **ANNEXURE- D**

### **PRICE BID**

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VISAKHAPATNAM – 530 012**

**Material Description:** SUPPLY OF UTILITY VAN MODEL:2024

AS PER SCOPE OF SUPPLY ANNEXURE-A ATTACHED

**Tender Enquiry No:**

SL. NO.	Material	Quantity (In Nos)	Unit Price (Per Nos)	Net value (excluding GST) in ₹
1	UTILITY VAN MODEL:2024 AS PER SCOPE OF SUPPLY ANNEXURE-A ATTACHED	1		
2	Total Amount in ₹			
3	GST in Percentage (in %)			
4	GST in Value (in ₹)			
5	Total Amount including GST (in ₹)			

**Total Amount in Words:**

**Note:**

- 1) The prices shall remain fixed and firm for the entire period of contract.
- 2) The quoted prices shall be inclusive of all applicable **taxes and duties except GST** as applicable as on date of tender submission. However, GST as applicable shall be paid by Supplier and same shall be reimbursed on submission of proof of payment.

**SIGNATURE OF TENDERER WITH COMPANY SEAL**

Scope of Supply1) Utility vehicle Detailed Specification: (Body)

S.no	Description	Range	Specification
1	Utility van Model:2024 Colour: White	Engine capacity(Min): 2000CC, BSVI	Diesel operated, 2 wheel drive, rear wheel drive, 5 speed, 5 forward and 1 reverse, Manual transmission, Seating capacity:Driver+4, Engine capacity(min):2000CC, Max power: 56KW @ 3200RPM, Minimum Payload(Kg):950Kgs, Fuel Tank capacity:Range45-60Ltr, Length*Width*Height(Unladen)(Min):4800*1600*1700mm,Power steering, Individual Front rigid suspension system & Rear rigid leaf spring suspension systems, Standard differential, Fuel gauge with low fuel indicator warning, Antiglare rear view mirror, Seat belt unfasten alarm, Leather wrapped steering wheel, Front body coloured bumper, Tachometer & trip meter,12V power socket, Seat belt (front) - height adjustable, Adjustable lumbar support seats, Sun visor, Wheel caps, Rigid foot rests, Reverse parking sensors

- 2) Comprehensive Insurance (covers both third-party liability and damage to utility vehicle) for 1 year, TR and Registration charges are in vendor scope
- 3) Vehicle will be insured and registered in the Name of Organization, Details are given Below

Registered Owner: M/s BHARAT HEAVY ELECTRICALS LIMITED

Representative: Gopisetty Ramakrishna (Employee of BHEL-HPVP Visakhapatnam)

Owner Type: Organization

Present Address: Bharat Heavy Electricals Limited (BHEL),

Heavy Plates and Vessels Plant (HPVP), BHPV Post, Gajuwaka (Mandal)

Visakhapatnam, Andhra Pradesh-530012.

**Make: Mahindra/ISUZU/TATA Motors/Ashok Leyland/Toyota only**

**PQC:** Vendor should submit atleast one PO copy of supply of min engine capacity of 2000CC to any Govt/Pvt firm in last 7 years

Warranty is 03 years and 1 lakh KM from the date of handing over of vehicle which ever is earlier on Engine, Gear box and different assemblies.