

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687752329783

अनुबंध तिथि | Generated Date : 19-Feb-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4225828](#)

संगठन विवरण Organisation Details				खरीदार विवरण Buyer Details			
प्ररूप Type :	Central PSU			पद Designation :	Sreng1MCXF		
मंत्रालय Ministry :	Ministry of Heavy Industries and Public Enterprises			संपर्क नंबर Contact No. :	01334-901222-7802		
विभाग Department :	Department of Heavy Industry			ईमेल आईडी Email ID :	buyer302.bhelb.ua@gembuyer.in		
संगठन का नाम Organisation Name :	Bharat Heavy Electricals Limited (BHEL)			जीएसटीआईएन GSTIN :	05AAACB4146P1ZL		
कार्यालय क्षेत्र Office Zone:	10110009-HEEP, Haridwar			पता Address :	BHEL, HEEP, Main Admin Building, 4th Floor, Haridwar, HARIDWAR, UTTARAKHAND-249403, India		
वित्तीय स्वीकृति विवरण Financial Approval Detail				भुगतान प्राधिकरण विवरण Paying Authority Details			
आईएफडी सहमति IFD Concurrence :	No			Role:	BUYER		
प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval:	AGM			भुगतान का तरीका Payment Mode:	Offline		
वित्तीय अनुमोदन का पदनाम Designation of Financial Approval :	MANAGER			पद Designation :	Sreng1MCXF		
				ईमेल आईडी Email ID :	buyer302.bhelb.ua@gembuyer.in		
				जीएसटीआईएन GSTIN :	05AAACB4146P1ZL		
				पता Address:	BHEL, HEEP, Main Admin Building, 4th Floor, Haridwar, Haridwar, UTTARAKHAND-249403, India		
					Payments shall be made to the seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10-days time as provided in clause 12 of GeM GTC)		
विक्रेता विवरण Seller Details							
जेम विक्रेता आईडी GeM Seller ID :	5222180000653608						
कंपनी का नाम Company Name :	Parksons Engineering Corporation						
संपर्क नंबर Contact No. :	09820556015						
ईमेल आईडी Email ID :	info@parksons.in						
पता Address :	37,GREAT WESTERN COMPOUND,MAHARASHTRA CHAMBER OF COMMERCE ROAD,FORT, Mumbai, MAHARASHTRA-400001, -						
एमएसएमई सत्यापित MSME verified :	No						
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-MH-19-0048768						
एमएसई सामाजिक श्रेणी MSE Social Category :	General						
एमएसई लिंग श्रेणी MSE Gender :	Male						
जीएसटीआईएन GSTIN:	27AAAF5860H1Z5						
*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा GST / Tax invoice to be raised in the name of - Buyer							
वितरण निर्देश Delivery Instructions : NA							
उत्पाद विवरण Product Details							
#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)	
1	उत्पाद का नाम Product Name : RADIAL DRILLING MACHINE ब्रांड Brand : ENERGY ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : RADIAL DRILLING MACHINE (Q3) मॉडल Model: RDM 60/2300 एचएसएन कोड HSN Code: 8459	1	pieces	3,245,000	जीएसटी GST (18%) : 495,000 जीएसटी उपकर 1 GST Cess 1 (0%) : 0 जीएसटी उपकर 2 GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST1 (100%) : 495,000 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (100%) : 0	3,245,000	
2	उत्पाद का नाम Product Name : ICT charges for RADIAL DRILLING MACHINE ब्रांड Brand : NA ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant :	1	pieces	165,250	जीएसटी GST (18%) : 25,207.627 जीएसटी उपकर 1 GST Cess 1 (0%) : 0 जीएसटी उपकर 2 GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST1 (100%) : 25,207.627 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (100%) : 0	165,250	

Addon Services for bid (Q3) मॉडल Model: ICT एचएसएन कोड HSN Code: HSN not specified by seller				जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (100%) : 0			
कुल ऑर्डर मूल्य Total Order Value (in INR)						3,410,250	
परेषिती विवरण Consignee Detail							
क्र.सं. S.No	परेषिती Consignee		वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा कब तक करना है Delivery To Be Completed By
1	पद Designation :- ईमेल आईडी Email ID : con786.bhelb.ua@gembuyer.in संपर्क Contact : 01334-991520-4947 जीएसटीआईएन GSTIN :- पता Address : Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand, HARIDWAR, UTTARAKHAND-249403, India		RADIAL DRILLING MACHINE	-	1	19-Feb-2024	05-Mar-2024
Product Specification for RADIAL DRILLING MACHINE							
विनिर्देश Specification			उप-विनिर्देश Sub-Spec			मूल्य Value	
Custom Specification			Custom Specification			Yes	
उपरोक्त मद के लिए स्थापना कमीशनिंग और परीक्षण (आईसीटी) विवरण Installation Commissioning and Testing (ICT) details for the above item::							
% of Product Cost Payable on Product Delivery			80 %				
Min Cost Allocation for ICT as a % of product cost			5 %				
Number of days allowed for ICT after site readiness communication to seller			90 Days				
विक्रेता विशिष्टता दस्तावेज़ Seller Specification Document:							
1. SpecificationDocument1			mkp.gem.gov.in/catalog_data/catalog_support_document/00/37/568/CatalogAttrs/SpecificationDocument/2023/11/23/2023_11_23_15_39_48_energy_radial_drilling_2023-11-23-15-40-14_07017d8b003f8633a1cce1d829e237f9.pdf				
खरीदार विशिष्टता दस्तावेज़ Buyer Specification Document:							
1. SpecificationDocument			mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1278592/54/78/703/CatalogAttrs/SpecificationDocument/2023/11/18/techspecs_radial_2023-11-18-11-43-37_849343d80e0a5ab5f1ab07f61bf0783c.pdf				
खरीदार द्वारा जोड़ी गई बोली का विशिष्ट अतिरिक्त कार्य Buyer added Bid Specific Additional Scope of Work							
क्र.सं. S.No	दस्तावेज़ का शीर्षक Document Title		विवरण Description	लागू आईआरओ सामान Applicable i.ro. Items			
1	TECHSPECS PQR View		TECHSPECS PQR	RADIAL DRILLING MACHINE(1)			
2	Activity Schedule View		Activity Schedule	RADIAL DRILLING MACHINE(1)			
3	MII FORMAT View		MII FORMAT	RADIAL DRILLING MACHINE(1)			
ईपीबीजी विवरण ePBG Detail							
सलाहकार बैंक Advisory Bank :					State Bank of India		
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):					10.00		
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा The bidder shall furnish ePBG as applicable as per bid's terms and conditions							
आरसीएम/एफसीएम के संबंध में सामान्य खंड General Clauses w.r.t RCM/FCM							
1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of							

- paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 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 in ATC):

AT VENDOR WORKS

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

2.2 Generic

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

Central Plant Stores, HEEP
BHEL
HARIDWAR
RANIPUR
UTTRAKHAND - 249403

2.3 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Sl. No.	Material Code & Item Description	Total Quantity (No)	Date for Supply Completion	2.
1.	Material Code ZWB050203010 Radial Drilling Machine Capacity - 50 MM or More in Steel and 60 MM or More in Cast Iron. (as per enclosed Technical Specifications No DPT-0007)	01 No	Delivery is required within 05 months from the date of placement of Purchase Order.	PAYMENT TERM: 80% payment of Supply value shall be made within 45 days for MS E, 60 days for Medium Enterprises and 90 days for Non-MSE from the date of receipt of material at BHEL. Balance 20% of Supply value plus 100% of E&C portion of PO value will be paid against E&C certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for 26 months from the date of successful commissioning and final acceptance by BHEL, by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format.

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 in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of E&C Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO Value.

4. ERECTION & COMMISSIONING - Erection & Commissioning (E&C) value will include services to be rendered at BHEL like erection, commissioning, job proving, performance tests, training to operators etc. (Whichever is applicable for this case).

The estimated percentage of erection & commissioning value is: 5.0 % of total material cost.

E&C value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated in NIT & accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment.

5. ERECTION & COMMISSIONING TIME PERIOD: Time period required for E&C: 90 DAYS FROM THE FIRST INTIMATION BY BHEL

6. CHARGES FOR SERVICES AT BHEL HARIDWAR: Prices offered on GeM portal shall be inclusive for complete scope of work.

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7. **Penalty for Delay in 'SUPPLY' and 'E&C':**

For the purpose of Liquidated Damages for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor or for readiness of site.

Liquidated Damages on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Liquidated Damages will be considered separately for 'Supply' and 'E&C'.

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 + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C).

B. For Delay in Erection & Commissioning:

The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).

Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).

In case PO includes more than one machine, the penalty shall be @ 0.5% per week of delay on total PO value (Supply + E&C) for the delayed machine.

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

For calculating Late Delivery Liquidated Damages delivery date shall be considered as per following:

Indigenous Suppliers:

- a. Delivery Ex-works: - Date of GR /LR
- b. Delivery FOR Transporter Godown: - Date of GR/LR
- c. Delivery FOR Destination: - Date of receipt at BHEL Hardwar (if supply is direct to BHEL) or date of GR + one week (if documents are through bank)

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

Total Landed Cost to BHEL includes Material cost, Insurance charge, Freight charges & GST etc.

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

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

11. Delivery Basis: FOR BHEL Haridwar Basis.

12. **Delivery Period:** Delivery is required within 5 months from the date of placement of PO. Early Delivery is not acceptable.

13. **Activity Schedule:** The bidders should quote their earliest schedule for Supply and E&C against the schedule indicated in the NIT. BHEL, however, reserves the right to accept an offer not meeting the NIT schedule. Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in connection with Supply and E&C period quoted by him.

14. **PRE-DISPATCH INSPECTION CLAUSE:** BHEL is authorized to pre-inspect the material at vendor's works. The material will be dispatched only after getting clearance from BHEL.

Bidders should give Pre-Dispatch Inspection (PDI) call at least 15 days before the scheduled delivery date. If supplier fails to give pre-inspection call within stipulated time, this will not be a reason of penalty waiver or delivery extension.

Travel, Lodging & Boarding charges of BHEL inspectors / trainees during pre-inspection and training will be borne by BHEL.

For details, please refer Technical Specification of this Tender Enquiry.

15. **PERFORMANCE BANK GUARANTEE (PBG):** Performance Bank Guarantee (PBG) valid for 26 months (from the date of final commissioning & acceptance at BHEL Haridwar) from any of the Indian branch of Consortium Banks of BHEL or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL for 10% of 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 Performa of Bank Guarantee and the list of BHEL consortium bank are displayed at BHEL website www.hwr.bhel.com.

16. **Contract Execution Bank Guarantee (CEBG):** Vendor has to submit Contract Execution Bank Guarantee for 10% of the total PO value in the currency of order within 30 days from the date of purchase order in the form of Bank Guarantee in BHEL format from any of the Indian branch of Consortium Banks of BHEL or from a reputed bank and confirmed by any Indian branch of BHEL consortium bank. CEBG shall be kept valid until 30 days after the date of E&C certificate, which will be issued on completion of Erection & Commissioning of equipment which includes erection, commissioning, job proving, performance tests, training to operators etc. as prescribed in PO. If the supplier fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel PO & forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with BHEL's extant guidelines for Suspension of Business dealings with Suppliers

17. **ATTENDING TO ANY COMPLAINT DURING WARRANTY PERIOD:** Vendor will have to ensure deputation of their people 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.

18. Purchaser i.e. BHEL, Haridwar reserves the right to cancel this GEM Bid Tender Enquiry at any stage of 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.

19. **Settlement of Disputes:**

If any dispute, controversy or claim arising out of, relating to, or in connection with, this contract, or the 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 (which 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 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.

20. **Conciliation Clause:** Model conciliation clause for conduction conciliation proceedings under the BHEL conciliation scheme, 2018 will be applicable against this enquiry.

21. **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.

22. **Breach of contract, Remedies and Termination**

In case of breach of contract, recovery of 10% of total contract value shall be applicable. Recovery shall be done by encashing security instruments like Contract Execution Bank Guarantee, performance bank guarantee. In case value of security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies shall be pursued. Further, levy of li

quidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

23. 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 the 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.

24. 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.

25. 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 influence the price etc.

Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or a 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-supplierscontractors>

26. 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.

27. 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 this 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 the location (s) at which the local value addition is made.

28. 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 puts 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 design or technical specifications of the contract that is the subject of the bid; or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. 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."

29. The Bidders has to 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.

30. 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 claimed by bidder.

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

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

31. Non-Disclosure Agreement: is not applicable.

32. GST Input Tax Credit shall be applicable for this tender.

33. Warranty certificate is required as per Technical Specifications.

34. Recommended spares are required as per Technical Specifications.

35. Operation and Maintenance manual required as per Technical Specifications.

36. Suppliers are requested to send point wise reply to BHEL Technical Specification.

37. Years of Past Experience Required selected as 1 and Past Performance selected as 10 in this GeM Tender shall not be applicable for this GEM Bid. Bidders are requested to kindly ignore these two parameters in this GEM bid and these two parameters shall not be considered for Tender Evaluation. Bidders are requested to quote the item as per Technical Specification, PQR and Special Terms and Conditions as mentioned in this GeM bid.

38. Price Bid Validity shall be 180 days from the date of part-1 opening.

39. The vendor needs to supply the items in line with the clauses of the attached technical specification and as per terms of the tender document.

40. 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 in 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 specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a 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

- IV. 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
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 person, has a controlling ownership interest or who exercises control through other means.

41. For any kind of queries related to this tender enquiry, kindly contact following executives:
yash-pal@bhel.in /+91 9012227802/01334281961 & ashishkumar.keshari@bhel.in
919997459201/01334281961.

2.4 Generic

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

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

2.5 Warranty:

Warranty period of the supplied products shall be 2 years 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. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have 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.

2.6 Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

2.7 Generic

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

2.8 Scope of Supply:

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

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