

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687701948539

अनुबंध तिथि | Generated Date : 16-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4418224](#)

संगठन विवरण Organisation Details			खरीदार विवरण Buyer Details			
प्ररूप Type :	Central PSU		पद Designation :	MGR10PPXBOI		
मंत्रालय Ministry :	Ministry of Heavy Industries and Public Enterprises		संपर्क नंबर Contact No. :	01334-953685-8080		
विभाग Department :	Department of Heavy Industry		ईमेल आईडी Email ID :	buyer927.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:	GM (MM)		भुगतान का तरीका Payment Mode:	Offline		
वित्तीय अनुमोदन का पदनाम Designation of Financial Approval :	AGM		पद Designation :	MGR10PPXBOI		
			ईमेल आईडी Email ID :	buyer927.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 :	X1DG210002078047					
कंपनी का नाम Company Name :	SURFACE FINISHING EQUIPMENT COMPANY					
संपर्क नंबर Contact No. :	09351522624					
ईमेल आईडी Email ID :	sfecjodhpur@gmail.com					
पता Address :	E-100, MIA PHASE-II, BASNI, BASNI, E-100, MIA, PHASE-II, BASNI,, JODHPUR, Jodhpur, RAJASTHAN-342005, -					
एमआईआई स्थिति MII Status :	True					
एमएसएमई सत्यापित MSME verified :	Yes					
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-RJ-22-0013524					
एमएसई सामाजिक श्रेणी MSE Social Category :	General					
एमएसई लिंग श्रेणी MSE Gender :	Male					
जीएसटीआईएन GSTIN:	08AACF56556R1ZC (R) , (M)					
*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 : CNC 6 Axis Robotic Shot Peening Machine ब्रांड Brand : SURFEX 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 : CNC 6 Axis Robotic Shot Peening Machine (Q3) मॉडल Model: CNC 6 Axis Robotic Shot Peening Machine एचएसएन कोड HSN Code: 84243000	1	pieces	42,811,707.62	जीएसटी GST (18%) : 6,530,599.467 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 GST I (100%) : 6,530,599.467 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (100%) : 0	42,811,707.62
2	उत्पाद का नाम Product Name : ICT charges for CNC 6 Axis Robotic Shot Peening 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	1	pieces	1,285,020	जीएसटी GST (18%) : 196,020 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 GST I (100%) : 196,020 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1	1,285,020

श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : Addon Services for bid (Q3)				(100%) : 0		
मॉडल Model: ICT				जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2		
एचएसएन कोड HSN Code: HSN not specified by seller				(100%) : 0		
कुल ऑर्डर मूल्य Total Order Value (in INR)					44,096,727.62	
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	CNC 6 Axis Robotic Shot Peening Machine	-	1	16-May-2024	11-Apr-2025
Product Specification for CNC 6 Axis Robotic Shot Peening 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		3 %				
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/18/68/250/CatalogAttrs/SpecificationDocument/2024/2/15/2024_02_15_17_27_20_5-__technical_specifications_2024-02-15-17-27-24_22dc5d432175799ee4a8a18a140bf23c.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/2023/12/30/e3e1_1_shot_peening_machine_specification_2023-12-30-10-08-51_e564780b1aeed9fbc9d9d7ce973c2ecb.pdf				
शुद्धिपत्र Corrigendum						
1. तक बढ़ाया गया Extended Upto : 2024-02-06 17:00:00						
2. तक बढ़ाया गया Extended Upto : 2024-02-16 17:00:00						
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 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.

2.2 Generic

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

2.3 Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

2.4 Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

2.5 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

SPECIAL TERMS AND CONDITIONS

Sl. No.	Material Code & Item Description	Total Quantity (No)	Date for Supply Completion	
1.	Material Code ZWI760101019 CNC 6 Axis Robotic Shot Peening Machine as per enclosed Technical Specifications	01 No	Delivery is required within 11 months from the date of Purchase Order.	Note: Non-Disclosure Agreement duly signed and Stamped has to be submitted by the interested bidder to get the drawings and standard mentioned in Technical Specification.
2.				PAYMENT TERM: 80% payment

nt of Supply value shall be made within 45 days for MSE, 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: 3.0 % of total equipment 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.

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 11 months from the date of placement of PO. Early Delivery is acceptable.

13. 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 25 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 the Tender Enquiry.

14. PERFORMANCE BANK GUARANTEE (PBG): Performance Bank Guarantee (PBG) valid for 26 months (i.e. for Warranty period + 60 days) 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 BHEL PBG 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.

The Performance Security shall not carry any interest.

15. 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. 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

g, 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.

Under all circumstances, CEBG shall be kept valid till the PBG becomes operational.

16. **ATTENDING TO ANY COMPLAINT DURING GUARANTEE PERIOD:** Vendor will have to ensure deputation of their people for attending to any complaint during Warrantee/ Guarantee period within 7 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.

17. 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.

18. **ERNEST MONEY DEPOSIT (EMD):** EMD shall be applicable for this tender of Rs. Six Lacs 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 exemption 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.

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, perform

mance bank guarantee, EMD. 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 liquidated 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. GST Input Tax Credit shall be applicable for this tender.

32. Guarantee certificate is required as per tender condition.

33. Recommended spares are required as per Technical Specifications.

34. Operation and Maintenance manual required as per Technical Specifications of this tender enquiry.

35. HSN Code is 84243000.

36. Bidder should fill "Offered". "Deviation" & "Remarks" column against each clause of Technical Specifications.

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

38. 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.

39. 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
 - A natural person who is a citizen of such a country; or

- IV. 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.

40. **Signing of Integrity Pact (IP):** - IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender (as Annexure-VIII) is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

Details of IEM for this tender is furnished below: -

Name: Following IEMs have been appointed by BHEL for a period of three years:

Shri Otem Dai, IAS (Retd.)
Email Id - iem1@bhel.in

Shri Bishwamitra Pandey, IRAS (Retd.)
Email Id - iem2@bhel.in

Shri Mukesh Mittal, IRS (Retd.)
Email Id - iem3@bhel.in

Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department.

For all clarifications/ issues related to the tender, please contact:

Name: Ashish Keshari, Manager

Deptt: Purchase Capital

Address: 4th Floor, Main Administrative Building, BHEL HEPP, Ranipur, Haridwar, Uttarakhand-249403

Phone: +91-1334-281961; +91 9997459201.

Email: ashishkumar.keshari@bhel.in

Fax: 01334 -226462

The IP duly signed by authorized official of bidder / contractor / vendor and authorized official of BHEL will form a part of Purchase order / contract.

41. **Details on Capacity/Supply and E&C Performance of Bidder:** - The performance of the vendors and meeting commitments is of utmost importance. In order to keep this in focus during evaluation / finalization of tenders, Bidder shall be asked to furnish specific details of company performance

1. Capacity details;

2. Performance of supplies to BHEL).

Capacity details in Part (A) are about the Manufacturing Capacity (Major Machine: category-wise & number-wise), No. of Machines supplied during last 5 years, Outstanding Order Book position, Liquidation Plan of all machines including BHEL machines under consideration for ordering. Wherever possible, efforts are to be made to contact some of the references of past supplies given.

The Performance details of supplies to BHEL will be sought in Part (B) for the POs placed by BHEL which can be verified; hence submission of this information by vendors is mandatory.

BHEL will reserve the right to reject the offer, if past performance of the bidder is evaluated to be unsatisfactory and / or false information is given by the bidder. Immediately after opening of Techno Commercial Bid, the BHEL Haridwar Indenting Unit shall get the past performance details with BHEL verified from concerned Units as a second check. The tender Technical Committee at BHEL Haridwar Unit shall make use of the information on past performance of the bidders during technical evaluation of the offers. If Delivery Index of any bidder is >0.20, then his offer shall be liable for rejection. However, offer of bidder with Delivery Index >0.20 can also be accepted for further evaluation on exception basis with justified recorded reasons with approval of Unit Head & provided the bidder fulfils the requirement of proven experience of supplying similar machines & have adequate available capacity to meet BHEL tender requirement. The actual / likely Supply and E&C period vis-à-vis scheduled Supply and E&C period (delay for reasons attributable to vendor only to be considered) shall be considered for all the machines against the POs placed by BHEL during last 5 years (limited to 5 latest executed POs) and all POs overdue for Supply and/or E&C. For purpose of calculation of Delivery Index in case of overdue POs, the delay period for Supply and/or E&C will be reckoned from the date of bid opening of the tender under evaluation. In case of two-part bid, part-I (i.e. Techno-Commercial Bid) shall be considered as date of bid opening. Early Supply and/or E&C vis-à-vis scheduled dates will not be ent

itled for any consideration for calculation of Delivery Index. Delay in E&C shall be applicable only in such cases where E&C period has been mentioned in the PO. In case a PO includes more than one machine, then all the machines of the PO shall be considered for calculation of Delivery Index. The details of bidder who has been disqualified based on the delivery performance with BHEL Units should be shared by Purchase Department of indenting Unit with all sister Units under intimation to CMT&IP. CMT&IP shall host the details on website of CMT&IP department.

Illustration for calculation of Delivery Index:

DETAILS OF COMPANY PERFORMANCE

A. Capacity Details:

Manufacturing Capacity (Major machines with Qty.)	Type of Major Machines	Qty.
Machines supplied during last 5 years (Year-wise with Qty.)	Scheduled Supply Period	Actual Supply Period
Outstanding Order Book position (Type of Machine with Qty. & name of customers*)		
Liquidation Plan of all machines including BHEL machines under consideration for ordering		

* If any bidder is unable to give name of ALL the customer(s) due to confidentiality restrictions, they may give details without disclosing such customer's identity.

B. Performance of supplies to BHEL:

Details of POs to be considered in last 5 years shall include (i) Last 5 POs fully executed and (ii) all POs overdue for supply and/or E&C. Details of all machines in the POs to be given.

Sl. No.	Name of M/c with broad specs.	Name of BHEL Unit	P.O. No. & Date	P.O. Value	Supply Date		Erection & Commissioning		Reason of delay, if any
					As per P.O.	Actual/ Likely	E&C period incl. job prove out as agreed (in days)	Actual / Likely period of E&C completion (in days)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1.									
2.									
3.									
4.									

Note:

i). In case bidder has not received any Purchase Order in the last 5 years from any of the Units of BHEL, then 'NIL' should be indicated.

ii) . Reasons for delay to be explained in details.

iii). BHEL reserves the right to reject the offer, if past performance of the bidder is evaluated to be unsatisfactory and/or false information is given by the bidder.

42. 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.

2.6 Buyer Added Bid Specific ATC:

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

2.7 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।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.