

### Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bid End Date/Time/बिड बंद होने की तारीख/समय                                                                      | 31-08-2024 14:00:00                                                                                                                                                                                                                                                                                                                                                                                                       |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय                                                                     | 31-08-2024 14:30:00                                                                                                                                                                                                                                                                                                                                                                                                       |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)                                        | 120 (Days)                                                                                                                                                                                                                                                                                                                                                                                                                |
| Ministry/State Name/मंत्रालय/राज्य का नाम                                                                        | Ministry Of Heavy Industries And Public Enterprises                                                                                                                                                                                                                                                                                                                                                                       |
| Department Name/विभाग का नाम                                                                                     | Department Of Heavy Industry                                                                                                                                                                                                                                                                                                                                                                                              |
| Organisation Name/संगठन का नाम                                                                                   | Bharat Heavy Electricals Limited (bhel)                                                                                                                                                                                                                                                                                                                                                                                   |
| Office Name/कार्यालय का नाम                                                                                      | 10380038-heavy Plates & Vessels Plant                                                                                                                                                                                                                                                                                                                                                                                     |
| Total Quantity/कुल मात्रा                                                                                        | 9                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Item Category/मद केटेगरी                                                                                         | 1 - 7610A0200770 - 1.5 METER WATER COOLED TORCH - as per unpriced bid , 2 - 7610A0200780 - 1.8 METER WATER COOLED TORCH - as per unpriced bid                                                                                                                                                                                                                                                                             |
| Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष | 3 Year (s)                                                                                                                                                                                                                                                                                                                                                                                                                |
| MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट                                 | No                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट                         | No                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़                                                     | Experience Criteria,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया                                                               | Yes                                                                                                                                                                                                                                                                                                                                                                                                                       |
| RA Qualification Rule                                                                                            | 50% Lowest Priced Technically Qualified Bidders                                                                                                                                                                                                                                                                                                                                                                           |
| ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी                                                               | Yes                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Type of Bid/बिड का प्रकार                                                                                        | Two Packet Bid                                                                                                                                                                                                                                                                                                                                                                                                            |

| Bid Details/बिड विवरण                                                                                                            |                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Primary product category                                                                                                         | 2 - 7610A0200780 - 1.8 METER WATER COOLED TORCH - as per unpriced bid                                                                                                                                                                    |
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 2 Days                                                                                                                                                                                                                                   |
| Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)                                      | No                                                                                                                                                                                                                                       |
| Payment Timelines                                                                                                                | Payments shall be made to the Seller within <b>90</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC) |
| Evaluation Method/मूल्यांकन पद्धति                                                                                               | Total value wise evaluation                                                                                                                                                                                                              |

#### EMD Detail/ईएमडी विवरण

|                   |    |
|-------------------|----|
| Required/आवश्यकता | No |
|-------------------|----|

#### ePBG Detail/ईपीबीजी विवरण

|                   |    |
|-------------------|----|
| Required/आवश्यकता | No |
|-------------------|----|

#### MII Purchase Preference/एमआईआई खरीद वरीयता

|                                            |     |
|--------------------------------------------|-----|
| MII Purchase Preference/एमआईआई खरीद वरीयता | Yes |
|--------------------------------------------|-----|

#### MSE Purchase Preference/एमएसई खरीद वरीयता

|                                           |     |
|-------------------------------------------|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |
|-------------------------------------------|-----|

1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
2. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which

no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

3. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

4. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

## **1 - 7610A0200770 - 1.5 METER WATER COOLED TORCH - As Per Unpriced Bid ( 4 pieces )**

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

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

|                                                           |                          |
|-----------------------------------------------------------|--------------------------|
| Buyer Specification<br>Document/क्रेता विशिष्टि दस्तावेज़ | <a href="#">Download</a> |
|-----------------------------------------------------------|--------------------------|

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

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

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

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता                                                                                                                                   | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------------------|
| 1              | Desella Leela Ravi Kumar                                | 530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India. | 4               | 42                           |

**2 - 7610A0200780 - 1.8 METER WATER COOLED TORCH - As Per Unpriced Bid ( 5 pieces )**

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

**Technical Specifications/तकनीकी विशिष्टियाँ**

|                                                        |                          |
|--------------------------------------------------------|--------------------------|
| Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़ | <a href="#">Download</a> |
|--------------------------------------------------------|--------------------------|

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

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

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

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---------------------------------------------------------|-------------|-----------------|------------------------------|
|                |                                                         |             |                 |                              |

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता                                                                                                                                   | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------------------|
| 1              | Desella Leela Ravi Kumar                                | 530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India. | 5               | 42                           |

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

### 1. Generic

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

### 2. 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 %.

### 3. 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.

### 4. Generic

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

### 5. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- The Seller fails to comply with any material term of the Contract.
- The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.

- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

## 6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### **INSTRUCTIONS TO BIDDERS and SPECIAL TERMS & CONDITIONS (Spare Torches Required for 20 Torch Machine - H012400195)**

- 1) Bidder shall submit Categorical Confirmation of this ITB as a token of acceptance of the PQC, Special Terms & Conditions, Specification, Technical Specification etc. clauses mentioned. Vendor shall comply to all the additional clauses mentioned in GeM Bid Document. The offers of those Vendors who do not comply with all the Clauses in total are likely to be rejected. Documents submitted with the offer shall be signed and stamped on each page by authorised representative of the vendor.
- 2) Bidder shall follow GeM general term and conditions and submit the offer (<https://gem.gov.in/page/detail/34>)
- 3) All the terms and conditions mentioned in Special Terms & Conditions, Specification, Technical Specification etc. shall supersede any other similar terms quoted elsewhere.
- 4) QUOTED PRICE: - Bidder shall quote the Price inclusive of Testing, Freight, Packing & Forwarding, Transit Insurance, GeM transaction charges, any other taxes and GST etc. No extra payment will be made over & above quoted price.
- 5) Contact Details: - For any Technical queries: Mr. Surya Rao Ravipati (0891-2881325) and for any commercial / GeM queries: Mr. N Satish Kumar (0891-2881319).

#### **6) SPECIAL TERMS AND CONDITIONS**

- A) TDC & QP: - Vendor should supply the Materials as per SPEC. & TDC mentioned in UN PRICED BID.**

#### **B) INSPECTION: - BY BHEL on receipt of materials at BHEL Stores**

**After completion of Inspection at their works, suppliers need to send the colour scan copies of MTCs, Inspection reports and other Test Reports applicable as per Technical Specification & TDCs to BHEL-HPVP for obtaining material dispatch clearance.**

BHEL representative from HPVP Unit or Corporate Quality shall be entitled to carry out inspection of material and workmanship at supplier's premises or at his sub-contractor's premises at all reasonable times during execution of the contract and before dispatch clearance; Such inspection, examination and testing, if made, shall not absolve the vendor from his obligations under the contract.

- C) DELIVERY PERIOD:** 6 Weeks from the date of GeM contract / PO, whichever is earlier.

#### **D) PRE-QUALIFICATION CRITERIA:**

- Ø Offers from MANUFACTURERS / Dealers who have supplied similar type of items to any of the BHEL Units / Regions / Any PSUs / Ltd Companies shall also be considered on submission of PO copy, Inspection Reports, LR, Invoice Copy / Job Completion Certificate.

Note: Materials Shall be Supplied as per tender Specification.

- E) GUARANTEE CERTIFICATE:** Vendor should guarantee the material against all design and manufacturing defects and for performance for a period of 18 months from the date of last dispatch or 12 months from the date of commissioning whichever is earlier. If any defect is noticed during the above period, the same shall be rectified / replaced free of cost on FOR BHEL within a reasonable time.

- F) Other clauses like Tender Evaluation, LD, Firm Price etc., shall be as GeM General terms and conditions.**

- G) BHEL reserves the right to cancel the Enquiry / Tender at any stage without assigning any reasons thereof. Also, BHEL reserves the right to reject or accept one or any offer without assigning any reason.**

**H) 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> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

**I) 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.

**J) Bidder's quoted rates/ price for supply part of the contract shall remain firm throughout the contract including extension, if any, for any reason whatsoever and no escalation is admissible for this contract.**

**K) GUIDELINES FOR SUSPENSION OF BUSINESS DEALING WITH SUPPLIERS:**

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).

1.0) Integrity commitment, performance of the contract and punitive action thereof:

1.1) Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2) Commitment by Bidder/ Supplier/ Contractor:

Ø The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

Ø The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

Ø The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money / reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and/ or under applicable legal provisions.

**L) 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)

**M) 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)

**N) FORCE MAJEURE:**

The supplier shall not be considered in default if delay occurs due to causes beyond their control such as Acts of God, Natural Calamities, Fire, Frost, Flood, Civil War, Civil Commotion, Riot, Government

Government Restrictions, strikes / lock outs. Only those causes that have duration of more than seven days shall be considered cause of force majeure. Notification to this effect duly certified by local chamber of commerce / statutory authorities with supporting documents shall be given by the supplier to BHEL by registered letter/courier service immediately without loss of time. In the event of delay due 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. 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 deliver back any material issued to him by BHEL and release facilities, if any, provided by BHEL.

#### **O) ARBITRATION & CONCILIATION:**

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 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 (Please incorporate the name of the place where the Principal Civil Court having ordinary or 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.

#### **P) 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.

#### **Q) 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.

#### **R) REJECTION & REPLACEMENT:**

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 replacement. (OR) BHEL can terminate the contract either in part or wholly in which at BHEL discretion and recover loss if any from the supplier.

#### **S) GUARANTEE CERTIFICATE:**

Vendor should guarantee that all materials shall be free from any defect due to facility design, material and workmanship. Supplier shall guarantee the performance of material/equipment/total system, for a period of 18 months from the date of last dispatch or 12 months from the date of commissioning, whichever is earlier. If any defect is noticed during the above period, the same shall



all be rectified / replaced free of cost on FOR BHEL-HPVP, Visakhapatnam / Destination basis with in a reasonable time.

**T) PAYMENT TERM:**

100% payment shall be made within the stipulated days as mentioned below from the date of receipt and acceptance of materials at BHEL.

| TYPE OF BIDDER                   | Payment Terms (Number of Days) |
|----------------------------------|--------------------------------|
| Micro & Small Enterprises (MSEs) | <b>45 Days</b>                 |
| Medium Enterprises               | <b>60 Days</b>                 |
| Non MSMEs                        | <b>90 Days</b>                 |

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.

**U)** The tender completed in all respects shall be submitted within the stipulated due date duly. BHEL-HPVP is not responsible for **any** delays in submission of offers. Offers received in any other form will not be accepted.

*"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:*

*i. they have controlling partner (s) in common;*

**or**

*ii. they receive or have received any direct or indirect subsidy / financial stake from any of them;*

**or**

*iii. they have the same legal representative/agent for purposes of this bid;*

**or**

*iv. they have relationship with each other, directly or through common third parties, **that puts the bidder in a position to have access to information about or influence on the bid of another Bidder;***

**or**

*v. 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**

*vi. 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 authorise only one agent/dealer. There can be only one bid from the following:*

1. The principal manufacturer directly or through one Indian agent on this behalf; and
2. Indian/foreign agent on behalf of only one principal;

**or**

***vii.** 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. Bidders must proactively declare such sister / common business / management units in same / similar line of business. "*

**TOTAL PACKAGE WISE EVALUATION BASIS,** (Bidder has to quote for all the items of the Package. If not, Offer will not be considered.)

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| SL. No. | Ref. No.      | MATL. DESCRIPTION                                                                                                                                                                                                                                | IN SP. TYPE            | Qty in No | QUOTED / NOT QUOTED |
|---------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------|---------------------|
| 1       | 100011324 /10 | 1.5 METER WATER COOLED TORCH<br>Model: AUT 501D TOTAL LENGTH END TO END # 1535 MM+/-25 MM<br>PART NO: 934.0019 (END TO END TORCH LENGTH # 1560MM APPX.) including all consumables<br>Make: abicor binzel or any other equivalent make and model. | BH<br>EL -<br>HP<br>VP | 4         |                     |
| 2       | 100011324 /20 | 1.8 METER WATER COOLED TORCH<br>Model: AUT 501D TOTAL LENGTH END TO END # 1861 MM+/-25 MM<br>PART NO: 934.0019 (END TO END TORCH LENGTH # 1870MM APPX.) including all consumables<br>Make: abicor binzel or any other equivalent make and model. | BH<br>EL -<br>HP<br>VP | 5         |                     |
|         |               | <b>TOTAL</b>                                                                                                                                                                                                                                     |                        | <b>9</b>  |                     |

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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

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

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**