

## Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	17-11-2022 14:00:00
<b>Bid Opening Date/Time</b>	17-11-2022 14:30:00
<b>Bid Offer Validity (From End Date)</b>	180 (Days)
<b>Ministry/State Name</b>	Ministry Of Heavy Industries And Public Enterprises
<b>Department Name</b>	Department Of Heavy Industry
<b>Organisation Name</b>	Bharat Heavy Electricals Limited (bhel)
<b>Office Name</b>	10110009-heap, Haridwar
<b>Total Quantity</b>	3
<b>Item Category</b>	CNC INDUCTION HARDENING MACHINE (Q3) , SET OF COILS FOR 15 NUMBERS OF COMPONENTS (Q3) , SET OF COILS FOR 130 NUMBERS OF COMPONENTS (Q3)
<b>Years of Past Experience Required for same/similar service</b>	1 Year (s)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,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 *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Past Performance</b>	10 %
<b>Bid to RA enabled</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>ITC available to buyer</b>	Yes
<b>Primary product category</b>	SET OF COILS FOR 130 NUMBERS OF COMPONENTS
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Payment Timelines</b>	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)

**Bid Details****Evaluation Method**

Total value wise evaluation

**EMD Detail**

Advisory Bank	State Bank of India
EMD Amount	200000

**ePBG Detail**

Advisory Bank	State Bank of India
ePBG Percentage(%)	10.00
Duration of ePBG required (Months).	27

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**Beneficiary:**

BHEL HEEP HARIDWAR

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

**Splitting**

Bid splitting not applied.

**MII Purchase Preference**

MII Purchase Preference	Yes
-------------------------	-----

**MSE Purchase Preference**

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

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

4. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

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

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

## **CNC INDUCTION HARDENING MACHINE ( 1 pieces )**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

Brand Type	Unbranded
------------	-----------

### **Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

### **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
ITC Available On GST	100%
ITC Available On GST Cess	100%

#### Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable
100%	100%	No

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	1	210

#### SET OF COILS FOR 15 NUMBERS OF COMPONENTS ( 1 set )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

#### Technical Specifications

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

#### 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	45 Days
ITC Available On GST	100%
ITC Available On GST Cess	100%

#### Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable
100%	100%	No

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	1	210

**SET OF COILS FOR 130 NUMBERS OF COMPONENTS ( 1 set )**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

Brand Type	Unbranded
------------	-----------

**Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

**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	45 Days
ITC Available On GST	100%
ITC Available On GST Cess	100%

**Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

ITC on GST	ITC on GST Cess	RCM Applicable
100%	100%	No

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	1	730

**Buyer added Bid Specific Additional Scope of Work**

S.No.	Document Title	Description	Applicable i.r.o. Items
1	ACTIVITY SCHEDULE FOR COILS <a href="#">View</a>	ACTIVITY SCHEDULE FOR COILS	SET OF COILS FOR 15 NUMBERS OF COMPONENTS(1),SET OF COILS FOR 130 NUMBERS OF COMPONENTS(1)
2	ACTIVITY SCHEDULE FOR MACHINE <a href="#">View</a>	ACTIVITY SCHEDULE FOR MACHINE	CNC INDUCTION HARDENING MACHINE(1)
3	INTEGRITY PACT <a href="#">View</a>	INTEGRITY PACT	CNC INDUCTION HARDENING MACHINE(1),SET OF COILS FOR 15 NUMBERS OF COMPONENTS(1),SET OF COILS FOR 130 NUMBERS OF COMPONENTS(1)
4	BOQ OF ALL THE COMPONENTS FOR WHICH PRICE BREAK UP IS REQUIRED AFTER PRICE BID OPENING. <a href="#">View</a>	BOQ OF ALL THE COMPONENTS FOR WHICH PRICE BREAK UP IS REQUIRED AFTER PRICE BID OPENING.	SET OF COILS FOR 15 NUMBERS OF COMPONENTS(1),SET OF COILS FOR 130 NUMBERS OF COMPONENTS(1)
5	PART-1 OF DRAWINGS AS PER ANNEXURE-C <a href="#">View</a>	PART-1 OF DRAWINGS AS PER ANNEXURE-C	CNC INDUCTION HARDENING MACHINE(1),SET OF COILS FOR 15 NUMBERS OF COMPONENTS(1),SET OF COILS FOR 130 NUMBERS OF COMPONENTS(1)
6	PART-2 OF DRAWINGS AS PER ANNEXURE-C <a href="#">View</a>	PART-2 OF DRAWINGS AS PER ANNEXURE-C	CNC INDUCTION HARDENING MACHINE(1),SET OF COILS FOR 15 NUMBERS OF COMPONENTS(1),SET OF COILS FOR 130 NUMBERS OF COMPONENTS(1)
7	PART-3 OF DRAWINGS AS PER ANNEXURE-C <a href="#">View</a>	PART-3 OF DRAWINGS AS PER ANNEXURE-C	CNC INDUCTION HARDENING MACHINE(1),SET OF COILS FOR 15 NUMBERS OF COMPONENTS(1),SET OF COILS FOR 130 NUMBERS OF COMPONENTS(1)

S.No.	Document Title	Description	Applicable i.r.o. Items
8	ANNEXURE-B OF DRAWINGS <a href="#">View</a>	ANNEXURE-B OF DRAWINGS	CNC INDUCTION HARDENING MACHINE(1),SET OF COILS FOR 15 NUMBERS OF COMPONENTS(1),SET OF COILS FOR 130 NUMBERS OF COMPONENTS(1)
9	ANNEXURE-A OF DRAWINGS <a href="#">View</a>	ANNEXURE-A OF DRAWINGS	CNC INDUCTION HARDENING MACHINE(1),SET OF COILS FOR 15 NUMBERS OF COMPONENTS(1),SET OF COILS FOR 130 NUMBERS OF COMPONENTS(1)
10	NON DISCLOSURE AGREEMENT <a href="#">View</a>	NON DISCLOSURE AGREEMENT	CNC INDUCTION HARDENING MACHINE(1),SET OF COILS FOR 15 NUMBERS OF COMPONENTS(1),SET OF COILS FOR 130 NUMBERS OF COMPONENTS(1)
11	UN PRICE BID FORMAT <a href="#">View</a>	UN PRICE BID FORMAT	CNC INDUCTION HARDENING MACHINE(1),SET OF COILS FOR 15 NUMBERS OF COMPONENTS(1),SET OF COILS FOR 130 NUMBERS OF COMPONENTS(1)
12	SPECIAL TERMS AND CONDITIONS <a href="#">View</a>	SPECIAL TERMS AND CONDITIONS	CNC INDUCTION HARDENING MACHINE(1),SET OF COILS FOR 15 NUMBERS OF COMPONENTS(1),SET OF COILS FOR 130 NUMBERS OF COMPONENTS(1)

**The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.**

## Buyer Added Bid Specific Terms and Conditions

### 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. 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): REQUIRED AS PER TECHNICAL SPECIFICATION ATTACHED ALONG WITH THIS TENDER ENQUIRY.

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

### 3. Generic

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

address PARAS CENTRAL PLANT STORE BHEL HEEP HARIDWAR UTTRAKHAND 249403 .

#### 4. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of BHEL HEEP HARIDWAR payable at HARIDWAR .

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

#### 5. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name BHEL HEEP Account No. 10667995458 IFSC Code SBIN0000586 Bank Name State Bank of India Branch address State Bank of India SME Branch Ranipur, Sector-5A , BHEL RANUPUR HARDWAR PIN - 249403, UK . Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 6. **Generic**

Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 1 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

#### 7. **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.

#### 8. **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 %.

#### 9. **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](#)

#### 10. **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.

#### 11. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

## **SPECIAL TERMS AND CONDITIONS**

1. **PAYMENT TERM FOR MACHINE AND COILS** : 80% payment 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 the 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 30 days beyond the guarantee/ warranty period by Supplier from any of the

Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor.

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

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

Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed: (a) Benchmark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of tender opening + 2%, for the amount & period of relaxation sought by bidder. (b) On account of payment through LC, if insisted by bidder, Bank charges shall also be loaded for the deviation in (i) opening of LC by BHEL and (ii) period and amount of LC w.r.t. NIT norms, as per the prevailing bank rates.

**3. Value for Erection & Commissioning at BHEL:**

-

Erection & Commissioning (E&C) value will include services to be rendered at BHEL like erection, commissioning, job proving, performance tests, training to operators etc.

The estimated percentage of erection & commissioning value is: 5 % of 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 as per clause 3.4 above.

**4. ERECTION & COMMISSIONING TIME PERIOD: Time period required for E&C: 90 days from the first intimation from BHEL.**

1. **CHARGES FOR SERVICES AT BHEL HARIDWAR:** Services to be rendered at BHEL Haridwar like commissioning, proving, training to operators, supervising foundation work etc. as per scope of supply and Erection and commissioning. Prices offered on GeM portal shall be inclusive of erection & commissioning charges for complete scope of work. Vendor to demonstrate all the function & features of the item being procured.

-

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

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

Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Penalty 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 bidder is not accepting the above penalty for delayed Supply and/or commissioning, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.

In case, any shortage is noticed viz-a-viz PO requirement in the main equipment /spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier.

**Delivery date to be considered for calculating Late Delivery Penalty:** Delivery FOR Destination: - Date of receipt at BHEL Hardwar (if supply is direct to BHEL).

6. BHEL will not provide boarding, lodging, travel cost (Air ticket, local transport etc.) to vendor's representatives visiting BHEL Haridwar for Commissioning.
7. Delivery Basis: FOR Destination Basis (Date of receipt at BHEL Hardwar (if supply is direct to BHEL).
8. **Evaluation shall be done on Total Landed Cost to BHEL Haridwar.**  
Total Landed Cost to BHEL includes Material cost, Erection & commissioning charges, Freight charges, GST etc.
9. Date of Part-1 Opening shall be considered for Cost Evaluation Process.
10. **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.

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

11. **PERFORMANCE BANK GUARANTEE (PBG):** Performance Bank Guarantee (PBG) valid for 30 days beyond the guarantee period by Supplier 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.

12. **Delivery Period:**

Delivery is required by **28-02-2023** for Machine & set of coils for 15 Nos. of components and **28-05-2025** for set of coils for 130 Nos. of components, however participating bidders are requested to quote best possible delivery in activity schedule.

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 co-relation with Supply and E&C period quoted by him.

Separate Activity Schedule for Machine and Coils has been incorporated in along with this custom bid and all the participating bidders are directed to fill the activity schedule with realistic time in weeks for the activities mentioned in activities schedule. Please note that delivery mentioned in activity schedule shall only be considered for delivery purpose.

14. LD shall be governed by the delivery period that vendor shall be quoting in activity schedule for Machine and Coils.

15. **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.

16. **Joint Inspection at BHEL HEEP Haridwar:** As per Technical Specification of this tender enquiry.

17. **ERNEST MONEY DEPOSIT (EMD):** EMD shall be applicable for this tender of **Two Lakh Rupees Only.**

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

EMD shall be waved 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 honour 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.

Offer of the bidder shall be straight away rejected in the following cases:

1. If EMD is not submitted at the time of Tender Submission.
2. If any dealer/Authorised representative/Traders is quoting item of their OEM then EMD benefit shall not be passed on to any dealer/Authorised representative/Traders.

3. If any bidder's claims EMD benefit on GeM portal while submitting the offer and after tender opening while evaluation, it is found that the claim of bidder is not as per EMD exemption guidelines, then the offer of the bidder shall be ignored and no communication in this matter shall be entertained.

18. The evaluation currency for this tender shall be INR.

19. **ATTENDING TO ANY COMPLAINT DURING WARRANTEE PERIOD:** Vendor will have to ensure deputation of their people for commissioning or for attending to any complaint during Warrantee 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.

20. Purchaser i.e. BHEL, Haridwar reserves the right to cancel this GEM Custom 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 Custom 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.

21. **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.

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

**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. Risk Purchase Clause**

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

## **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 supplies / 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. 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 (SB/ 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 I contract, from the bills along with due interest.

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. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

32. Integrity Pact shall be applicable for this case. Following IEMs have been appointed by BHEL for a period of three years:

1. Shri Otem Dai, IAS (Retd.)

Email Id - [iem1@bhel.in](mailto:iem1@bhel.in)

2. Shri Bishwamitra Pandey, IRAS (Retd.)

Email Id - [iem2@bhel.in](mailto:iem2@bhel.in)

3. Shri Mukesh Mittal, IRS (Retd.)

Email Id - [iem3@bhel.in](mailto:iem3@bhel.in)

33. 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).

(A. **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.

- (B. **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 these 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 entitled 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:

Illustration for calculation of Delivery Index:

$n (\Delta X_i + \Delta Y_i)$

Delivery Index =  $\sum_{i=1}^n \frac{X_i + Y_i}{X_i + \Delta X_i + Y_i + \Delta Y_i}$

$i=1 (X_i + Y_i)$

$i$  = No. of Machines; Where,  $i= 1.....$  to  $n$  ( $n$  = no. of m/cs.)

$X_i$  = Scheduled Delivery (no. of days)

$\Delta X_i$  = Supply delay (no. of days)

$Y_i$  = Scheduled E&C (no. of days)

$\Delta Y_i$  = E&C delay (no. of days)

34. GST Input Tax Credit shall be applicable for this tender.
35. Participating bidders must reply against each point of BHEL Technical Specification.
36. Warranty period for Machine shall be two years from date of Final Acceptance of machine at BHEL Haridwar.
37. Warranty period of coils shall be six months from the date of final acceptance of coils at BHEL works.
38. Early Delivery is acceptable.
39. Test Certificate required as per Technical Specifications of this tender enquiry.
40. SPECIAL TOOLS REQUIRED.
41. DRAWINGS ARE ENCLOSED.
42. HSN CODE IS 85142000.
43. Operation and Maintenance manual along with Instruction Manual is required as per Technical Specifications of this tender enquiry.
44. Recommended spares are required as per Technical Specifications of this tender enquiry.
45. Suppliers are requested to send point wise reply to BHEL Technical Specification.
46. For any kind of queries related to this tender enquiry, kindly contact undersigned on [sanjay.singh@bhel.in](mailto:sanjay.singh@bhel.in) and +919899095970/01334281147.
47. Technical Specification along with PQR, Drawings, above mentioned Special Terms and Conditions

of this tender enquiry shall prevail where any contradiction arises with GeM terms and conditions.

48. 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.
49. Tender enquiry for **CNC INDUCTION HARDENING MACHINE** is being floated through custom bid feature of Government e-Market (GeM) Portal. BHEL Haridwar has internal drawings for this tender enquiry along with Technical Specifications and PQR, which shall be required by the participating bidders for better understanding about the requirement of **CNC INDUCTION HARDENING MACHINE** before quoting the tender on GeM Portal.

BHEL Haridwar has uploaded the drawings along with **Technical Specifications, PQR, Photos of CNC INDUCTION HARDENING MACHINE, Non-Disclosure Agreement Copy** through Custom Bid feature available on Government e-Market (GeM) Portal. As drawings uploaded are highly confidential so considering this, drawings has been protected with password.

Whoever bidder desired to participate in the tender enquiry of **CNC INDUCTION HARDENING MACHINE** which is being floated through custom bid feature of Government e-Market (GeM) Portal, they need to send an email on [sanjay.singh@bhel.in](mailto:sanjay.singh@bhel.in) to get the password of the drawings file. Before sharing the password, it shall be mandatory for each participating bidder to send the signed and stamped copy of Non-Disclosure Agreement (two sets in original) to the address - **Sanjay Singh, Deputy Manager, Purchase Capital, BHEL, HEEP, Ranipur, Haridwar-249403, Uttarakhand** and scanned copy of the to the email address [sanjay.singh@bhel.in](mailto:sanjay.singh@bhel.in).

50. A SPECIAL BANK GUARANTEE AGAINST THE COST OF RAW MATERIALS OF SAMPLES FOR AN AMOUNT OF RS. 5 LACS TO BE TAKEN FROM THE VENDORS AFTER PLACEMENT OF ORDER AND THAT SHALL BE VALID FOR A PERIOD OF 2 YEARS FROM DATE OF ACCEPTANCE OF MACHINE OR AFTER COMPLETION OF WORK AS PER CLAUSE 19 OF TECHNICAL SPECIFICATION, WHICH EVER IS EARLIER.
51. TENDER TO BE EVALUATED ON TOTAL PRICE OF THE DELIVERY AND PROVE OUT OF MACHINE PLUS DELIVERY AND PROVE OUT OF COILS FOR ANNEXURE C COMPONENTS.
52. THERE SHALL BE NO SPLITTING, ALL ITEMS TO BE PROCURED FROM SINGLE VENDOR ONLY.
53. For coils, the vendor has to provide delivery period and price of all the offered coils (refer 19.5 of technical specification) against items at sl. No. 17 to 146. The delivery of all the offered coils should be provided such that all the coils get delivered and proven-out within 730 days from the date of commissioning and acceptance of machine at BHEL Works.
54. 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.

55. The delivery period for machines plus 15 prove out coils (items at sl. No. 1 to 16) is tentative and is estimated to be 210 days from date of PO, the vendor has to quote the delivery period and price.
56. Bidders to quote price (including all taxes and duties and all other parameters) of each component for Annexure A, Annexure B and Annexure-C.
57. This Special Terms and Conditions shall prevail for commercial parameters for this Tender Enquiry.
58. List of complete items for which price breakup is required has been uploaded along with Tender as BOQ. Please note that all the participating has to furnish the Price Break up of each and every item that is in BOQ after Price Bid Opening.
59. All the drawings of all components have also been uploaded along with this tender enquiry. All the Participating bidders are requested to submit the NDA as per point no-37 above in this STC.
60. All the participating bidders are requested to refer all the component drawings as per Annexure - A, Annexure-B and Annexure-C before quoting the prices against all the BOQ items in against this tender.
61. It is once again being retreated that all the bidders have to give price breakup for each component as per drawings and as per Annexure -A, Annexure-B and Annexure-C after price bid opening only.

**62. UN PRICE BID FORMAT:**

Description	Unit of Measurement	Total Qty (No.)	Unit Price (in Indian rupees)	Total Price (in Indian rupees)
<p><b>CNC INDUCTION HARDENING MACHINE FOR DEGREE OF HARDNESS 40 TO 62 HRC AND DEPTH OF HARDNESS 0.2 TO 3 MM OR MORE AS PER ENCLOSED SPECIFICATION</b></p> <p><i>(Item wise break up to be provided as per Tender Enquiry and Scope of Supply)</i></p>	01 No.	01 No.		
<p><b>SET OF COILS FOR 15 NOS OF COMPONENTS</b></p>	01 SET	01 SET (15 Nos. of Component)		
<p><b>SET OF COILS FOR 130 NOS OF COMPONENTS</b></p>	01 SET	01 SET (130 Nos. of Component)		
	<p>Total Essential Toolings / Consumables (ex-works) - item wise price break-up to be indicated against each clause of technical specification.</p>			

-	Total Spares (ex-works) - item wise price break-up to be indicated against each clause of technical specification.	-
-	Training of BHEL Engineers as per technical specifications (per man per week basis)	-
	Packing charges	-
	Forwarding charges	-
	Freight up to BHEL Haridwar stores	-
	<b>GST on total supply value (mention applicable rate of GST)</b>	-
	<b>Total supply cost at BHEL Haridwar =</b>	-
	** Total commissioning Value including all Services like commissioning, Job proving, performance tests, training to operators etc. at BHEL Haridwar (price break-up to be indicated against corresponding clauses of technical specification)	-
	<b>GST on commissioning charges (mention applicable rate of GST)</b>	-

**SPECIAL NOTE FOR UNPRICE BID FORMAT:**

- EACH BIDDER HAS TO UPLOAD UNPRICE BID FORMAT ALONG WITH TECHNICAL BID SUBMISSION OF THIS FORMAT BY MENTIONING **QUOTED** WHERE PRICE HAS BEEN ASKED TO QUOTE AND **CLEARLY MENTION THE APPLICABLE TAXES AND DUTIES** IN THE ABOVE-MENTIONED UN-PRICE BID FORMAT.**
- EACH BIDDER HAS TO QUOTE THE PRICES ON GEM PORTAL ONLY, PRICES QUOTED ON GEM PORTAL SHALL ONLY BE COSIDERED AS FINAL AND SHALL BE CONSIDERED FOR FURTHER ORDERING.**
- THE ABOVE FORMAT IS JUST FOR THE CONFIRMATION THAT HOW BIDDER HAS QUOTED THE PRICES ON GEM PORTAL AND IF ANY DISCREPENY ARISES WHILE GIVING THE PRICE BREAK UP AGIANST THE BOQ ATTACHED ALONG WITH TENDER ENQUIRY NO- GEM/2022/B/2711878 DATED 07-11-2022 THEN PRICES QUOTED ON GEM PORTAL SHALL BE CONSIDERED AS FINAL.**
- BOQ HAS BEEN UPLOADED FOR THIS TENDER ENQUIRY NO- GEM/2022/B/2711878 DATED 07-11-2022, EACH PARTICIPATING BIDDER HAS TO GIVE PRICE BREAK UP IN THE BOQ AFTER COMPELETION OF PRICE BID OPENING/REVERSE AUCTION.**
- PLEASE NOTE THAT NO PRICES TO BE MENTIONED IN THE UNPRICE BID FORMAT.**

12. **Warranty**

Warranty period of the supplied products shall be as given in specifications 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.

13. **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.

14. **Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

15. **Inspection**

**Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):** Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages. When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

16. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

17. **Generic**

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price: AS PER TECHNICAL SPECIFICATION OF THE TENDER ENQUIRY .

## 18. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions](#)

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.

**---Thank You---**