

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-02-2023 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-02-2023 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (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	2
Item Category/मद केटेगरी	Matl Code 420100000517 - CNC PLASMA PROFILE CUTTING MC FOR 100TK , ERECTION AND COMMISSIONING FOR CNC PLASMA PROFILE CUTTING MC FOR 100TK INCLUDIN TRAINING
BOQ Title/बीओक्यू शीर्षक	H012300024 H022300025 CNC PLASMA MACHINE
MSE Exemption for Years of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	No
Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण	
Primary product category	ERECTION AND COMMISSIONING FOR CNC PLASMA PROFILE CUTTING MC FOR 100TK INCLUDIN TRAINING
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Payment Timelines	Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	200000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	18

(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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Dy Manager
10380038-Heavy Plates & Vessels Plant, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL),
Ministry of Heavy Industries and Public Enterprises
(R Surya Prakash)

Splitting/विभाजन

Bid splitting not applied.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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.

2. 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 100%(selected by Buyer) percentage of total QUANTITY.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. 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

Matl Code 420100000517 - CNC PLASMA PROFILE CUTTING MC FOR 100TK

(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)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Indana Maria Joji Prasad	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	1	120

ERECTION AND COMMISSIONING FOR CNC PLASMA PROFILE CUTTING MC FOR 100TK INCLUDIN TRAINING

(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)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

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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	Indana Maria Joji Prasad	530012, Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	1	165

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SPECIAL TERMS & CONDITIONS

1. All the terms and conditions mentioned in PQC, Technical Specifications and Special terms and conditions shall supersede any other similar terms quoted elsewhere.
2. **CONTACT DETAILS:** - For any Technical queries: Mr. Saroj Kumar (0891-288 1135) / For any commercial/GeM queries: Mr. Aditya Kumar (0891-288 1306)
3. **QUOTED PRICE:** - Vendor shall quote on F.O.R BHEL, Visakhapatnam Basis. The Price should be inclusive of Inspection, Testing, Freight, Packing & Forwarding, Transit Insurance, GeM transaction charges, any other taxes incl. GST, etc..
4. Vendor shall submit Categorical Confirmation of Enquiry Terms and Conditions, Special Terms and Conditions (STC) and Technical Delivery Conditions (TDCs) / Technical Specifications.

The offers of those Vendors who do not comply with all the clauses of enquiry, STC and TDCs/Specification in total are likely to be rejected. **All the Documents including TDC, STC, Annexures etc. as sought in the tender shall be submitted along with the offer shall be signed and stamped on each page by authorised representative of the vendor.**

5. **PRE-QUALIFICATION CRITERIA:** The Vendor needs to meet all the

requirements mentioned in pre-qualification Criteria and submit all the supporting documents along with technical bid. Offers without supporting documents in line with requirement shall not be considered for scrutiny. Further evaluation shall be done based on Pre-Qualification Criteria. **(Refer Part A OF TECHNICAL SPECIFICATION FOR CNC PLASMA PROFILE CUTTING MACHINE.)**

6. TECHNICAL DELIVERY CONDITIONS (TDC): Refer Part B of TECHNICAL SPECIFICATION FOR CNC PLASMA PROFILE CUTTING MACHINE

All required drawings and datasheet should be submitted to BHEL for approval before commencement of the work. Supplier shall submit the foundation layout drawing within one month from the date of PO (Refer clause 13 of Technical specification Part-B)

7. QAP: Not Applicable.

8. Delivery Basis : F.O.R. BHEL, HPVP , Visakhapatnam

9. Delivery Period:

- a. Supply of CNC Plasma Profile Cutting Machine Suitable for clean cut of 100 Tk SS materials are required to be delivered **within 4 Months from the date PO. (120 days from date of PO)**
- b. Erection and Commissioning of CNC Plasma Profile Cutting Machine Suitable for clean cut of 100 Tk SS materials shall be done **within 1 Month from the date of intimation by BHEL HPVP. (30days from date of Intimation OR 165 DAYS from date of PO whichever is later.)**

10. Inspection : By BHEL HPVP

On readiness of ordered material, Vendor shall raise the inspection call to BHEL HPVP, with a minimum notice period of 07 working days to depute authorized representative.

BHEL representative from HPVP Unit are authorized to carry out audits along with inspection at vendor's works before clearing the items for dispatch. Inspection charges for arranging BHEL representative will be borne by M/s BHEL provided Inspection is carried out anywhere in India.

11. PAYMENT TERMS: - 80% payment will be released within 45 Days from date of material receipt for Micro & Small Enterprises (MSEs)/ 60 Days from date of material receipt for medium Enterprises / 90 Days from

date of material receipt for NON MSME.

Balance 20% of payment shall be released within 45 Days from date of material receipt for Micro & Small Enterprises (MSEs)/ 60 Days from date of material receipt for medium Enterprises / 90 Days after completion of Erection and Commissioning of the equipment at BHEL Visakhapatnam subject to submission of PBG.

However, GST portion of invoice shall be released only upon

1. Vendor declaring the invoice in his GSTR-1.
2. Receipt of Goods and Tax Invoice by BHEL.
3. Confirmation of payment of GST thereon by vendor on GSTN Portal.

Note: Above Payment terms shall supersede any other similar terms quoted elsewhere.

12. Vendor shall ensure and enclose the following documents to Part I Bid :

- a) Signed and Stamped STC as token of acceptance all terms and conditions.
- b) Documents in Support of PART A of the TECHNICAL SPECIFICATION FOR CNC PLASMA PROFILE CUTTING MACHINE.
- c) Signed and stamped Specification / data sheets as per TDC as token of acceptance. Note that **Only deviations indicated in Annexure III shall be considered for evaluation of the offer. Deviations if any, the same shall be clearly specified in the Annexure III**
- d) Signed and Stamped tender Offers with technical details and confirmations as sought in the TECHNICAL SPECIFICATION FOR CNC PLASMA PROFILE CUTTING MACHINE (PART B). Offers received without necessary details/confirmation to our specification/ data sheets and technical delivery conditions will be rejected.
- e) Relevant Catalogues and any other relevant details required for proper and complete technical evaluation of the product offered shall be submitted.
- f) Make in India Declaration
- g) UDYAM certificates , if MSME.
- h) GST Copy
- i) PAN Copy
- j) EFT Mandate from Bank with Account and RTGS details.

- 13. EMD (EARNEST MONEY DEPOSIT):** EMD shall be Rs. 2,00,000. Vendor has to furnish EMD (Earnest Money Deposit) along with techno-commercial bid in form of demand draft or RTGS/NEFT/EFT only in favour of Bharat Heavy Electricals Ltd., HPVP payable at Visakhapatnam. (Bank Name: State Bank of India; Branch Name: BHPV Branch; Branch Address: BHPV Post, Visakhapatnam, Branch code-01675, IFSC code: -SBIN0001675, Account No. - 33276118389)

EMD shall not be required to be submitted for following cases:

- a) If Vendor is Central / State-PSU / Government Departments
- b) If Vendor is Micro and Small Enterprises, (Supporting UDYAM certificate to be submitted to avail the preference)

EMD by the Vendor will be forfeited if the successful bidder/Vendor refused to honour the order after award of the same on them and/or withdraws his bid and/or Unilaterally changes the offer and/or any of its terms and conditions within the validity period

EMD given by unsuccessful Vendor/Bidders shall be refunded on acceptance of award/LOI/PO by successful Vendor/Bidder. The EMD of the successful bidder shall be returned after submission of Contract Execution Bank Guarantee (CEBG)

EMD shall not carry any interest.

- 14. CONTRACT EXECUTION BANK GUARANTEE (CEBG):** The successful vendor shall have to furnish a Contract Execution Bank Guarantee (CEBG) for 10% of the Total Value in the prescribed format within 30 days from the date of PO. CEBG shall be from one of the consortium banks for BHEL or from a reputed bank and confirmed by any of the consortium bank of BHEL. All bank charges on account of issuance and confirmation of CEBG whether incurred in India or Outside India shall be borne by bidder.

CEBG shall be kept valid until 30 days after the date of E & C certificate, which will be issued on completion of Erection and Commissioning of Equipment which includes erection, commissioning, job proving, performance test, training to Operators etc. as prescribed in the technical specification.

If the supplier fails to submit the CEBG even within 60 days of PO BHEL reserves the right to cancel PO and forfeit the EMD given by supplier. In addition, in such case action shall be initiated in line with extant guidelines for Suspension for Business dealings with Suppliers.

- 15. PERFORMANCE BANK GUARANTEE:** In the event of an order, Vendor shall furnish Performance Bank Guarantee from any of our consortium banks (as enclosed) as per the enclosed PBG Format. Performance Bank Guarantee (PBG) shall be submitted for 10% of order value along with invoice for last dispatch valid till end of guarantee period with a claim period of 12 months thereafter. Vendor to instruct their PBG issuing bank to send the Original Performance Bank Guarantee directly to BHEL-HPVP-Visakhapatnam.
- 16. ARBITRATION:** Notwithstanding anything contained in any document whatsoever, all questions, matters, disputes and claims relating to and arising out of this contract, shall be referred to sole arbitrator, who shall be appointed by Head of the Unit, BHEL, HPVP, Visakhapatnam at his sole discretion. Such appointment of arbitrator shall not take place unless and until a written request for appointment of arbitrator from any of the parties to the contract has been received by Head of the Unit as aforesaid. The arbitrator shall give his reasoned award. It is a term of this contract that no person other than a person appointed by such Head of the Unit as aforesaid, shall act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The venue of arbitration shall be such place as may be Fixed by the arbitrator at his sole discretion. The award of arbitrator shall be final, conclusive binding on all the parties to the contract
- 17. JURISDICTION:** Not out of this contract including that arise out of arbitration and bank guarantees, shall be initiated, filed and tried only in the courts, tribunals and forums, situated at and having territorial jurisdiction over Visakhapatnam even though such jurisdiction also vests in courts, tribunals & forums situated elsewhere in the country.
- 18. RISK PURCHASE :** If the deliveries are not maintained as per the stated delivery period and if on the account, this company is forced to buy the materials elsewhere to avoid any loss or damage that the company may sustain thereby the purchaser is entitled to procure the material at the risk and cost of the seller, which shall be recovered from them out of due of this PO / Contract, any other PO / Contract with BHEL and balance amount if any shall be required to be deposited by the vendor.
- 19. 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 destination basis within a reasonable time.

20. 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.
21. **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 and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."
22. **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.
23. **PRICING TERMS:** 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.
24. **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.
- 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:
- 1.2.1. The bidder/ supplier/ contractor commit 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.

1.2.2. 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.

1.2.3. 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.

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

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)

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

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)

27. CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if

- a. they have controlling partner (s) in common; **or**
- b. they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- c. they have the same legal representative/agent for purposes of this bid;**or**
- d. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, **or**
- e. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one bid; **or**
- f. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also 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 his behalf; and 2. Indian/foreign agent on behalf of only one principal, **or**
- g. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, **or**
- h. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

SPECIAL TERMS & CONDITIONS

- 1.** All the terms and conditions mentioned in PQC, Technical Specifications and Special terms and conditions shall supersede any other similar terms quoted elsewhere.

2. **CONTACT DETAILS:** - For any Technical queries: Mr. Saroj Kumar (0891-288 1135) / For any commercial/GeM queries: Mr. Aditya Kumar (0891-288 1306)
3. **QUOTED PRICE:** - Vendor shall quote on F.O.R BHEL, Visakhapatnam Basis. The Price should be inclusive of Inspection, Testing, Freight, Packing & Forwarding, Transit Insurance, GeM transaction charges, any other taxes incl. GST, etc..
4. Vendor shall submit Categorical Confirmation of Enquiry Terms and Conditions, Special Terms and Conditions (STC) and Technical Delivery Conditions (TDCs) / Technical Specifications.

The offers of those Vendors who do not comply with all the clauses of enquiry, STC and TDCs/Specification in total are likely to be rejected. **All the Documents including TDC, STC, Annexures etc. as sought in the tender shall be submitted along with the offer shall be signed and stamped on each page by authorised representative of the vendor.**

5. **PRE-QUALIFICATION CRITERIA:** The Vendor needs to meet all the requirements mentioned in pre-qualification Criteria and submit all the supporting documents along with technical bid. Offers without supporting documents in line with requirement shall not be considered for scrutiny. Further evaluation shall be done based on Pre-Qualification Criteria. **(Refer Part A OF TECHNICAL SPECIFICATION FOR CNC PLASMA PROFILE CUTTING MACHINE.)**

6. **TECHNICAL DELIVERY CONDITIONS (TDC):** Refer Part B of TECHNICAL SPECIFICATION FOR CNC PLASMA PROFILE CUTTING MACHINE

All required drawings and datasheet should be submitted to BHEL for approval before commencement of the work. Supplier shall submit the foundation layout drawing within one month from the date of PO (Refer clause 13 of Technical specification Part-B)

7. **QAP: Not Applicable.**
8. **Delivery Basis : F.O.R. BHEL, HPVP , Visakhapatnam**
9. **Delivery Period:**

- a. Supply of CNC Plasma Profile Cutting Machine Suitable for clean cut of 100 Tk SS materials are required to be delivered **within 4 Months from the date PO. (120 days from date of PO)**
- b. Erection and Commissioning of CNC Plasma Profile Cutting Machine Suitable for clean cut of 100 Tk SS materials shall be done **within 1 Month from the date of intimation by BHEL HPVP. (30days from date of Intimation OR 165 DAYS from date of PO whichever is later.)**

10. Inspection : By BHEL HPVP

On readiness of ordered material, Vendor shall raise the inspection call to BHEL HPVP, with a minimum notice period of 07 working days to depute authorized representative.

BHEL representative from HPVP Unit are authorized to carry out audits along with inspection at vendor's works before clearing the items for dispatch. Inspection charges for arranging BHEL representative will be borne by M/s BHEL provided Inspection is carried out anywhere in India.

11. PAYMENT TERMS: - 80% payment will be released within 45 Days from date of material receipt for Micro & Small Enterprises (MSEs)/ 60 Days from date of material receipt for medium Enterprises / 90 Days from date of material receipt for NON MSME.

Balance 20% of payment shall be released within 45 Days from date of material receipt for Micro & Small Enterprises (MSEs)/ 60 Days from date of material receipt for medium Enterprises / 90 Days after completion of Erection and Commissioning of the equipment at BHEL Visakhapatnam subject to submission of PBG.

However, GST portion of invoice shall be released only upon

1. Vendor declaring the invoice in his GSTR-1.
2. Receipt of Goods and Tax Invoice by BHEL.
3. Confirmation of payment of GST thereon by vendor on GSTN Portal.

Note: Above Payment terms shall supersede any other similar terms quoted elsewhere.

12. Vendor shall ensure and enclose the following documents to Part I Bid :

- a) Signed and Stamped STC as token of acceptance all terms and conditions.

- b) Documents in Support of PART A of the TECHNICAL SPECIFICATION FOR CNC PLASMA PROFILE CUTTING MACHINE.
- c) Signed and stamped Specification / data sheets as per TDC as token of acceptance. Note that **Only deviations indicated in Annexure III shall be considered for evaluation of the offer. Deviations if any, the same shall be clearly specified in the Annexure III**
- d) Signed and Stamped tender Offers with technical details and confirmations as sought in the TECHNICAL SPECIFICATION FOR CNC PLASMA PROFILE CUTTING MACHINE (PART B). Offers received without necessary details/confirmation to our specification/ data sheets and technical delivery conditions will be rejected.
- e) Relevant Catalogues and any other relevant details required for proper and complete technical evaluation of the product offered shall be submitted.
- f) Make in India Declaration
- g) UDYAM certificates , if MSME.
- h) GST Copy
- i) PAN Copy
- j) EFT Mandate from Bank with Account and RTGS detail

13. EMD (EARNEST MONEY DEPOSIT): EMD shall be Rs. 2,00,000. Vendor has to furnish EMD (Earnest Money Deposit) along with techno-commercial bid in form of demand draft or RTGS/NEFT/EFT only in favour of Bharat Heavy Electricals Ltd., HPVP payable at Visakhapatnam. (Bank Name: State Bank of India; Branch Name: BHPV Branch; Branch Address: BHPV Post, Visakhapatnam, Branch code-01675, IFSC code: -SBIN0001675, Account No. - 33276118389)

EMD shall not be required to be submitted for following cases:

- a) If Vendor is Central / State-PSU / Government Departments
- b) If Vendor is Micro and Small Enterprises, (Supporting UDYAM certificate to be submitted to avail the preference)

EMD by the Vendor will be forfeited if the successful bidder/Vendor refused to honour the order after award of the same on them and/or withdraws his bid and/or Unilaterally changes the offer and/or any of its terms and conditions within the validity period

EMD given by unsuccessful Vendor/Bidders shall be refunded on acceptance of award/LOI/PO by successful Vendor/Bidder. The EMD of the successful bidder shall be returned after submission of Contract Execution Bank Guarantee (CEBG)

EMD shall not carry any interest.

- 14. CONTRACT EXECUTION BANK GUARANTEE (CEBG):** The successful vendor shall have to furnish a Contract Execution Bank Guarantee (CEBG) for 10% of the Total Value in the prescribed format within 30 days from the date of PO. CEBG shall be from one of the consortium banks for BHEL or from a reputed bank and confirmed by any of the consortium bank of BHEL. All bank charges on account of issuance and confirmation of CEBG whether incurred in India or Outside India shall be borne by bidder.

CEBG shall be kept valid until 30 days after the date of E & C certificate, which will be issued on completion of Erection and Commissioning of Equipment which includes erection, commissioning, job proving, performance test, training to Operators etc. as prescribed in the technical specification.

If the supplier fails to submit the CEBG even within 60 days of PO BHEL reserves the right to cancel PO and forfeit the EMD given by supplier. In addition, in such case action shall be initiated in line with extant guidelines for Suspension for Business dealings with Suppliers.

- 15. PERFORMANCE BANK GUARANTEE:** In the event of an order, Vendor shall furnish Performance Bank Guarantee from any of our consortium banks (as enclosed) as per the enclosed PBG Format. Performance Bank Guarantee (PBG) shall be submitted for 10% of order value along with invoice for last dispatch valid till end of guarantee period with a claim period of 12 months thereafter. Vendor to instruct their PBG issuing bank to send the Original Performance Bank Guarantee directly to BHEL-HPVP-Visakhapatnam.

- 16. ARBITRATION:** Notwithstanding anything contained in any document whatsoever, all questions, matters, disputes and claims relating to and arising out of this contract, shall be referred to sole arbitrator, who shall be appointed by Head of the Unit, BHEL, HPVP, Visakhapatnam at his sole discretion. Such appointment of arbitrator shall not take place unless and until a written request for appointment of arbitrator from any of the parties to the contract has been received by Head of the Unit as aforesaid. The arbitrator shall give his reasoned award. It is a term of this contract that no person other than a person appointed by such Head of the Unit as aforesaid, shall act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The venue of arbitration shall be such place as may be Fixed by the arbitrator at his sole discretion. The award of arbitrator shall be final, conclusive binding on all the parties to the contract

17. **JURISDICTION:** Not out of this contract including that arise out of arbitration and bank guarantees, shall be initiated, filed and tried only in the courts, tribunals and forums, situated at and having territorial jurisdiction over Visakhapatnam even though such jurisdiction also vests in courts, tribunals & forums situated elsewhere in the country.
18. **RISK PURCHASE :** If the deliveries are not maintained as per the stated delivery period and if on the account, this company is forced to buy the materials elsewhere to avoid any loss or damage that the company may sustain thereby the purchaser is entitled to procure the material at the risk and cost of the seller, which shall be recovered from them out of due of this PO / Contract, any other PO / Contract with BHEL and balance amount if any shall be required to be deposited by the vendor.
19. **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 destination basis within a reasonable time.
20. 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.
21. **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 and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."
22. **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.
23. **PRICING TERMS:** 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.
24. **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.

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:

1.2.1. The bidder/ supplier/ contractor commit 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.

1.2.2. 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.

1.2.3. 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.

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

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)

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

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)

27. CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if

- a. they have controlling partner (s) in common; **or**
- b. they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- c. they have the same legal representative/agent for purposes of this bid;**or**
- d. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
- e. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**
- f. In cases of agents quoting in offshore procurements, on behalf of

their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also 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 his behalf; and 2. Indian/foreign agent on behalf of only one principal, **or**

- g. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, **or**
- h. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Annexures are uploaded in Buyer Added Specific ATC document.

2. Buyer Added Bid Specific ATC

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

3. 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.

4. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

5. 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)

6. Purchase Preference (Centre)

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% 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 percentage of 100% of total value.

7. 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): By BHEL

Post Receipt Inspection at consignee site before acceptance of stores: BY BHEL

8. 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.

9. 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.

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---