

**BHARAT HEAVY ELECTRICALS LIMITED****(A Govt. Of India Undertaking)**

POWER SECTOR, EASTERN REGION

BHEL BHAWAN, PLOT NO. DJ-9/1, SECTOR II,

SALT LAKE CITY, KOLKATA, WEST BENGAL, INDIA

Phone : 033-23216130-31, 033-23216130 FAX : 033-23211960

NOTICE INVITING TENDER (NIT)

OFFERS are invited from REPUTED AND EXPERIENCED (meeting pre-qualification criteria as mentioned) through E-PROCUREMENT PORTAL <https://eprocurebhel.co.in> ONLY for the subject job by the undersigned on behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Issue/ forwarding intimation regarding tender to any bidder shall not construe that the bidder is considered to be qualified. Following points relevant to the tender may please be noted and complied with.

Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	E-TENDER NUMBER	PSER: PUR:DTG&MSX:247(I):056(ENQ:24:PP:0015:PUR:60) DATE: 25/10/2024
ii	BROAD SCOPE OF JOB	SUPPLY, INSTALLATION AND WARRANTY SUPPORT OF 04 NO PLOTTER TO BHEL PSER SITES
iii	DETAILS OF TENDER DOCUMENT	
a)	PART – B	GENERAL CONDITIONS OF CONTRACT (GCC) Applicable
b)	VOLUME-C	TECHNICAL SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT (SCC) Applicable
c)	PART – F	GENERAL TERMS & CONDITIONS OF REVERSE AUCTION Applicable
d)	PART - E	PRICE SCHEDULE & UNPRICE SCHEDULE Applicable
e)	PART – H	FORMS AND PROCEDURES ETC. Applicable
iv	ISSUE OF TENDER DOCUMENTS	a) Online through e-procurement platform at https://eprocurebhel.co.in/ b) in BHEL website (www.bhel.com , CPP Portal): For tender view purpose only. START DATE: 25/10/2024 Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 04/11/2024, Time: 14-00 Hrs. (Offer to be submitted online only through e-procurement platform at https://eprocurebhel.co.in/) Applicable
vi	TECHNO-COMMERCIAL BID OPENING OF TENDER	Date: 04/11/2024, Time: 16-30 Hrs. (online only through e-procurement platform at https://eprocurebhel.co.in/ , participating bidders may witness the same online only) Applicable
vii	CURRENCY	INDIAN RUPEES (INR) Applicable
viii	EMD AMOUNT	INR 40,000.00 (Indian Rupees Forty Thousand Only) [To be submitted in the form and manner as mentioned below] Applicable
ix	COST OF TENDER	- Not Applicable
x	LAST DATE FOR SEEKING CLARIFICATION	Date: 03/11/2024 (UP TO 12:00 Hrs.) Applicable
xi	SCHEDULE OF PRE-BID DISCUSSION (PBD)	Not Applicable (In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN). Not Applicable
xii	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	NOT APPLICABLE Not Applicable
xiii	LATEST UPDATES	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com) → Tender Notifications → View Corrigendums & CPP portal → Tender Notice & E-PROCUREMENT PORTAL https://eprocurebhel.co.in) and not in the newspapers. Bidders to keep themselves updated with all such information. Shall be intimated to bidder

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax: (033) 23211960

फोन/Phone: बोर्ड/EPABX: 23398220

Page - 1 of 41

1. The offer shall be submitted as per the instructions of tender document. Only One set of tender document **(in original, downloaded from website)** signed by authorised company rep. of bidder and stamped on each page shall be submitted as detailed further, as given below. Bidders to note specifically that all pages of tender document, including these NIT pages etc. appearing in the website for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the techno-commercial portion of offer. Price shall be mentioned in the relevant price schedule only and to be submitted in e-procurement portal/platform in the form and manner mentioned in tender.**

For E-Procurement Assistance & Training, NIC PORTAL Helpdesk Contacts as per following: -

For any technical related queries please call at 24x7 Help Desk Number

0120-4001 002, 0120-4200 462, 0120-4001 006, 0120-6277 787

Email Support

Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support-eproc@nic.in

For any difficulty in downloading the tender from internet website, they should contact this office (Manager-Purchase or SDGM-Purchase Phone no. 033-23398221/8256). No alteration/changes by bidders is permitted in the tender/NIT appeared in the website.

2. Successful bidder shall have to submit additional set of tender/sign on tender document provided by BHEL, if so decided by BHEL.
3. This is an e-tender floated online through our E-Procurement Site <https://eprocurebhel.co.in>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://eprocurebhel.co.in>. Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids are invited in two parts & shall be submitted as described below:

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING
TECHNICAL OFFER	<ol style="list-style-type: none"> 1. Scanned copy of Covering letter of offer (To be attached in Attachment section) 2. Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section). 3. Scanned copy of Techno-Commercial Offer (To be attached in Attachment section) 4. Duly filled all annexures except price & unpriced format (To be attached in Attachment section). 5. Copy of records notes of Pre-Bid Conference, if applicable/ pre-bid MOM. (To be attached in Attachment section) 6. Copy of Tender change notice (TCN), if applicable (To be attached in Attachment section) 7. All supporting documents/ Annexures etc. as applicable (To be attached in Attachment section). 8. No deviation certificate in bidder's letterhead as per format given in Tender (To be attached in Attachment section).
PRE-QUALIFICATION PART	9. Pre-qualifying documents with all credentials as per tender. (To be attached in PQ Attachment section)
UNPRICED PRICE BID	10. Price schedule –Unpriced but mentioning only quoted / unquoted against each item as per tender.
PRICE BID	11. Duly filled in Price Schedule as per tender. Any other document uploaded in the price bid, apart from tendered Price schedule, shall not be taken into cognizance for evaluation of offer.

4. **EARNEST MONEY DEPOSIT (EMD)** – INR **40000.00** (Indian Rupees Forty Thousand Only) in the form & manner prescribed in tender, shall be submitted by bidder as mentioned below, failing which the bidder's offer is liable for rejection.

SCAN COPY OF DOCUMENTS IN SUPPORT OF SUBMISSION OF EMD TO BE UPLOADED ALONG WITH TECHNO-COMMERCIAL OFFER IN NIC E-PROCUREMENT PORTAL/PLATFORM. IN CASE OF EMD SUBMISSION THROUGH BANKER'S CHEQUE/PAY ORDER/DEMAND DRAFT, SAME TO BE SUBMITTED IN SEALED ENVELOPE (SUPERSCRIBING TENDER REFERENCE) TO SDGM-PURCHASE/DY. MANAGER-PURCHASE, BHEL BHAWAN, DJ-9/1, SECTOR-2, KARUNAMOYEE, SALT LAKE CITY, KOLKATA-700091, WEST BENGAL PRIOR TO LATEST DUE DATE OF SUBMISSION OF OFFER.

The followings may be noted:

- a) The EMD shall be enclosed with the Techno-Commercial Bid in the form and manner as mentioned above.

SPECIAL NOTE:

<p>पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)</p> <p>POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091</p> <p>फैक्स/Fax: (033) 23211960 फ़ोन/Phone: बोर्ड/EPABX: 23398220</p>	Page - 2 of 41
---	----------------

- A) Your offer & documents submitted with the offer shall be signed and stamped in each page by your authorized representative. No overwriting/correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- B) All documents/annexure submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.
5. No deviation with respect to tender clauses and no additional clauses/ suggestions/clarification in Techno-commercial bid/Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
6. BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof. BHEL also reserve the right to split/part award the job. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
7. Bidders are free to visit the site and study the prevailing site condition including law & order etc. before quoting (if applicable). They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of site/machine conditions at the time of bidding.
8. For any clarification on the tender document, you may seek the same in writing or through e-procurement portal/platform as per specified format within the last date of seeking clarification as per tender. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.
9. BHEL may decide holding Pre-bid Discussion [PBD] with all intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Outcome of PBD (if any) shall also form part of tender.
10. In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including Tender change notes (TCNs), clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
11. In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc. or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.
12. Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
13. Tender document containing above mentioned volumes shall be signed & stamped in all pages including this covering letter. Price bid shall be furnished in the specified format enclosed with the tender. Any additional copy, if required, may be taken by photocopying from the tender document given in the web.
14. **The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened, who will qualify for the subject job on the basis of pre-qualification evaluation & Techno-Commercial bids etc. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.**
15. The bidder shall submit documents in support of possession of 'Pre-Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately (if applicable).
16. **The bidder may have to produce original document for verification if so decided by BHEL.**
17. While BHEL reserves the right to open the price bid of the offers in camera, the date & time to open the tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorized representative of the bidder shall be allowed to attend.
18. **Validity of the offer shall be for 90 Days from the due date of offer submission (including extension, if any).**
19. Bidders are required to submit their BEST price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender.
20. Price Bids shall be evaluated in the manner as prescribed in Price Schedule. However, Unit Rates shall also be furnished if applicable in the Price Schedule.

21. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
22. Taxes and duties shall be as per STC of the tender. Statutory variation of taxes and duties (plus or minus) in accordance with Govt. Notifications to the account of BHEL. Any imposition of new / additional Duty / Tax at the time of supply shall be borne by BHEL.
23. ***“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders.***
Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”
24. Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer cannot be altered / withdrawn by their own during the processing of tender.
25. Unsolicited discounts received after opening of techno commercial bid shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price shall be after considering the discount.
26. **“The offers of the bidders who are on the banned list as also the offer 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”.**
- i. Integrity commitment, performance of the contract and punitive action thereof:
- a) 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.
- b) Commitment by Bidder/ Supplier/ Contractor:
- b.i) 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.
- b.ii) 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.
- b.iii) 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 includes 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 and/ or under applicable legal provisions.
27. **The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.**
28. Suspension of Business dealings: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-VII.
29. "MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) if they submit along with the offer, attested copies of either Udyam Registration Certificate or EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure –V where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should

be notarized or attested by a Gazetted officer."

Any Bidder falling under MSME category, shall furnish the following details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer: -

Type under MSME	SC/ST owned	Others
Micro		
Small		
Medium		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSME category.

30. Indian suppliers, falling under the purview of Public procurement (preference to make in India) order 2017 by Govt. of India, vide order no. P-45021/2/2017-B.E.-II dated 15th June, 2017 & all subsequent clarifications can avail the intended benefits, as per provisions of the order subject to minimum local content shall be 50%, margin of Purchase preference shall be 20% & modality of preference to make in India shall be as per aforesaid order.

31. "For this procurement, the local content to categorize a supplier as a Class-I local 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".

Duly filled & signed Annexure-III (Format for local content), as applicable, to be submitted by bidders along with their techno-commercial offer.

32. **GeMAR and PTS Report ID: GEM/GARPTS/01102024/AFVRH886U3CZ dtd. 01/10/2024**

33. The GeM Seller ID shall be mandatory before placement of order / award of contract for goods and services to the successful bidder(s).

34. Integrity Pact (IP) – Not applicable

35. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

36. **Compliance to Restrictions under Rule 144 (xi) of GFR 2017**

I. 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. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means:

-
- a. An entity incorporated established or registered in such a country; or
- b. A subsidiary of an entity incorporated established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (III) above will be as under:

- 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note:

- (i) The bidder shall provide undertaking for their compliance to this Clause, in the Format provided in Form-2.
 - (ii) Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.
37. 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.
Bidder shall submit duly filled & signed Annexure-VII along with their techno-commercial offer.
38. "A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a) they have controlling partner (s) in common; **or**
 - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
 - c) they have the same legal representative/agent for purposes of this bid; **or**
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
 - e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid. **or**
 - f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/foreign agent on behalf of only one principal,

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. "

39. Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a) Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b) Notice Inviting Tender (NIT)
- c) Price Bid/Schedule PART- E
- d) TECHNICAL SPECIFICATION/SCOPE AND SPECIAL CONDITIONS OF CONTRACT (STC) - PART-C
- e) General Conditions of Contract (GCC) - PART-B
- f) Forms and Procedures – PART- H

for BHARAT HEAVY ELECTRICALS LTD.

Manager (Purchase)

Agency	Contact details	
BHEL, PSER, Kolkata	Address	BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR – EASTERN REGION 2ND FLOOR, BLOCK-DJ, PLOT- 9/1, SECTOR, SALT LAKE CITY, KOLKATA – 700 091
	Phone no.	033-23398221, 23398256
	FAX no.	033-23211960
	E-mail ID	sam@bhel.in , a_sarkar@bhel.in
NIC E-PROCUREMENT PORTAL	<p>For E-Procurement Assistance & Training, NIC PORTAL Helpdesk Contacts as per following: -</p> <p>For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002, 0120-4200 462, 0120-4001 005, 0120-6277 787</p> <p>Email Support Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority, Technical - support-eproc@nic.in</p>	

Enclosure:

01. ANNEXURE-I: Pre Qualifying Criteria.
02. ANNEXURE-II: No Deviation Certificate
03. ANNEXURE-III: Format for Self Certification regarding Local content (LC) for Product/ Services/ Works
04. ANNEXURE-IV: CERTIFICATE (regarding bidder from a country which shares a land border with India)
05. ANNEXURE-V: Certificate by Chartered Accountant
06. ANNEXURE-VI: Format for seeking clarification
07. ANNEXURE-VII: Suspension of business dealing with Suppliers/Contractors
08. ANNEXURE-VIII: Declaration for Relation in BHEL
09. ANNEXURE-IX: Declaration by Bidder.
10. ANNEXURE-B: General Terms & conditions for Reverse Auction.
11. Other Tender documents as per this NIT.

ANNEXURE – I**PRE QUALIFICATION CRITERIA**

JOB	SUPPLY, INSTALLATION AND WARRANTY SUPPORT OF 04 NO PLOTTER TO BHEL PSER SITES
SL NO.	
1.0	FINANCIAL CRITERIA
(a)	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF Rs 4.63 LAKH DURING THE LAST THREE (3) FINANCIAL YEARS “2020-21, 2021-22, 2022-23” OR “2021-22, 2022-23, 2023-24” ENDING ON 31.03.2024 AND SHOULD HAVE POSITIVE NET WORTH ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR PARA 1(c).
(b)	IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THREE YEARS INDICATED IN 1.0 (a) ABOVE, THEN APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDER AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.
(c)	IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.
2.0	TECHNICAL CRITERIA
2.1	THE BIDDER SHALL BE ORIGINAL EQUIPMENT MANUFACTURER (OEM) / OEM’S AUTHORIZED PARTNER OR SYSTEM INTEGRATOR (SI) OF OEMS. BIDDERS OTHER THAN OEMS MUST OBTAIN AND SUBMIT AUTHORIZATION LETTER (FROM OEM SPECIFICALLY, FOR THIS TENDER MENTIONING BHEL’S TENDER REFERENCE NUMBER).
2.2	THE BIDDER MUST HAVE A VALID ISO 9001:2008 (OR LATEST) CERTIFICATE OR A VALID ISO 27001:2013 (OR LATEST) CERTIFICATE. BIDDER TO SUBMIT NECESSARY DOCUMENTARY EVIDENCE TO ASCERTAIN THE SAME.
3	BIDDER SHOULD HAVE VALID PAN AND VALID GST REGISTRATION CERTIFICATE. RELEVANT DOCUMENT IN SUPPORT OF ABOVE SHALL BE SUBMITTED BY BIDDER.
4	CONSORTIUM / JV BIDDING IS NOT ALLOWED.
NOTE	
1	THE BIDDER WHO MEETS THE ABOVE PRE-QUALIFICATION CRITERIA CAN ONLY PARTICIPATE IN THE TENDER.

2	BIDDERS QUOTING IN INDIAN CURRENCY (INR) ONLY SHALL BE QUALIFIED.
3	IF THE BIDDER HAPPENS TO BE SUBSIDIARY OF A PARENT COMPANY, THEN THE CREDENTIALS OF ITS SISTER-CONCERN (UNDER THE SAME BUSINESS) AND THE PARENT COMPANY CAN ALSO BE CONSIDERED FOR MEETING THE ABOVE PQC.
4	BIDDER MUST NOT BE UNDER BANKRUPTCY CODE PROCEEDINGS (IBC) BY NCLT OR UNDER LIQUIDATION / BIFR, WHICH WILL RENDER HIM INELIGIBLE FOR PARTICIPATION IN THIS TENDER, AND SHALL SUBMIT UNDERTAKING TO THIS EFFECT.
5	THE BIDDER MUST NOT BE CURRENTLY BLACKLISTED / BANNED FOR BUSINESS DEALINGS BY ANY GOVT. AUTHORITY / DEPARTMENT / AGENCY OR BY ANY BHEL UNIT / REGION / DIVISION / OFFICE, AND SHALL SUBMIT UNDERTAKING TO THIS EFFECT.
6	THE SCOPE IS NOT SPLITTABLE / NOT DIVISIBLE.

ANNEXURE - II**FORMAT FOR NO DEVIATION CERTIFICATE**(To be submitted in the bidder's letter head)

To,
 BHARAT HEAVY ELECTRICALS LIMITED,
 Power Sector - Eastern Region,
 Plot no 9/1, DJ Block, Sector – II, Salt Lake City,
 Kolkata – 700 091

SUB	NO DEVIATION CERTIFICATE.	
JOB	SUPPLY, INSTALLATION AND WARRANTY SUPPORT OF 04 NO PLOTTER TO BHEL PSER SITES	
REF	1.0	PSER: PUR:DTG&MSX:247(I):056(ENQ:24:PP:0015:PUR:60) DATE: 25/10/2024
	2.0	ALL OTHER PERTINENT ISSUES TILL DATE.

Dear Sir/Madam,

With reference to above tender, this is to confirm you that we have gone through each and every terms and conditions mentioned in the enquiry (Terms and Conditions) and we offer our unqualified acceptance of the same. This is also to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc.

We also confirm that we have not changed/modified the tender documents as appeared in the website/newspapers and in case of observance at any stage, it shall be treated as null and void. We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and confirm our acceptance to reverse auctioning process and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT.

It is also confirmed that the price has been quoted in the format received with the enquiry. We confirm that, we do not have any objections to splitting the quantity among the different bidders by BHEL and price shall remain firm till the completion supply of full ordered quantity.

Any deviation found subsequently at any time during execution of order shall be treated null and void.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)

ANNEXURE-III

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED
04TH JUNE, 2020 AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref : 1) E-Tender No : **PSER:PUR:DTG&MSX:247(I):056(ENQ:24:PP:0015:PUR:60) DATE: 25/10/2024**

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... *(specify the name of the organization here)* has a local content of _____ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. _____ 2. _____

3. _____ 4. _____

...

...

...

Thanking you,

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

**** - Strike out whichever is not applicable.**

Note:

1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs.10 crores, the authorised signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies)
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

ANNEXURE-IV

**DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF
GFR 2017**

(To be submitted in the bidder's letter head)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

Ref: 1) E-Tender No : **PSER: PUR:DTG&MSX:247(I):056(ENQ:24:PP:0015:PUR:60) DATE: 25/10/2024**

2) All other pertinent issues till date

*"I have read the tender clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that _____
(specify the name of the organization here) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that we fulfill all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"*

Thanking you,
Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

ANNEXURE-V**Certificate by Chartered Accountant on letter head**

This is to Certify that M/s, (hereinafter referred to as 'company') having its registered office at is registered under MSMED Act 2006, (Entrepreneur Memorandum(Part-II) / UAM / Udyam Registration No..... dtd:....., Category: (Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year..... as per MSMED Act 2006 is as follows:

- 1. For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006:

Rs Lacs

- 2. For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs Lacs

- 3. For Enterprises (having EM-Part-II / UAM):** Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. Lacs {as notified in MSME notification no. S.O. 2119 (E) dated 26-06-2020}.

- 4. For Enterprises (Udyam, registered under Udyam Registration Portal):** Investment in plant and machinery or equipment is Rs.....Lacs and turnover is Rs.....Lacs {as notified in MSME notification no. S.O. 2119 (E) dated 26-06-2020}.

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro/Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category {Micro/Small} (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number –

Seal of Chartered Accountant

<p>पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)</p> <p>POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091</p> <p>फैक्स/Fax: (033) 23211960 फ़ोन/Phone: बोर्ड/EPABX: 23398220</p>	<p>Page - 14 of 41</p>
---	------------------------

ANNEXURE-VI**FORMAT FOR SEEKING CLARIFICATION**

Job	SUPPLY, INSTALLATION AND WARRANTY SUPPORT OF 04 NO PLOTTER TO BHEL PSER SITES			
Tender No	PSER:PUR:DTG&MSX:247(I):056(ENQ:24:PP:0015:PUR:60) DATE: 25/10/2024			
Sl. no	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

ANNEXURE-VII**SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS**

1.0	<u>Suspension of Business dealings with Suppliers/ Contractors</u>
1.1	BHEL reserves the right to take action against Suppliers/ Contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
1.2	<p>Suspension of business dealings with Suppliers/ Contractors could be in the form of following: --</p> <p>a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year.</p> <p>b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years</p> <p>c) Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years.</p> <p>The Supplier may be either put on hold or banned, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder.</p>
1.3	<p>Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if</p> <p>i) In the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules.</p> <p>Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed.</p> <p>ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that</p> <p>a) prescribed maximum LD time limits of the contracts is exceeded or</p> <p>b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier.</p> <p>iii)</p> <p>a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category.</p> <p>b) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula).</p> <p>Note: – for (b), No specific period of hold shall be applicable.</p> <p>iv) Supplier works are under strike/ lockout for a period of more than three months.</p> <p>Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if</p> <p>i) Supplier tampers with tendering procedure affecting ordering process.</p> <p>ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL.</p> <p>iii) after placement of order, Supplier fails to execute the contract.</p> <p>iv) within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive.</p> <p>v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked.</p> <p>vi) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period.</p>
1.4	Banning across BHEL shall be imposed in following cases, if
1.4.1	<p>i) Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means or has forged BHEL documents, certificates etc. for securing business, meeting PQR or for enlistment in BHEL or with customers other than BHEL.</p> <p>ii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements.</p> <p>iii) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price.</p> <p>iv) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc.</p> <p>v) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.</p> <p>vi) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means.</p> <p>vii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage.</p> <p>viii) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.</p>
1.4.2	A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.

Note: Above shall be applicable along with Guidelines for “Suspension of Business dealings with Suppliers/ Contractors” available in BHEL website <http://www.bhel.com>. These shall form part of tender documents.

ANNEXURE-VIII

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref: 1) E-Tender No: **PSER:PUR:DTG&MSX:247(I):056(ENQ:24:PP:0015:PUR:60) DATE: 25/10/2024**

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/Director(s) employed in BHEL.

Tick (✓) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

=====

ANNEXURE - IX**DECLARATION**

Date: -----

Job: SUPPLY, INSTALLATION AND WARRANTY SUPPORT OF 04 NO PLOTTER TO BHEL PSER SITES.**E-Tender No.: PSER:PUR:DTG&MSX:247(I):056(ENQ:24:PP:0015:PUR:60) DATE: 25/10/2024**To: -----
Address: ----- BHEL, -----

Email: -----

Sub: Details of related firms and their area of activities

Dear Sir/Madam,

Please find below details of firms owned by our family members that are doing business/registered for same item with BHEL, -----(NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
...		

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,

(-----)

From: M/s-----
Supplier Code: -----
Address: -----

PART – F

ANNEXURE-B

GENERAL TERMS & CONDITIONS OF REVERSE AUCTION

Against this enquiry for the subject item/ system with detailed scope of supply/service as per tender specifications, BHEL shall be resorting to “REVERSE AUCTION PROCEDURE” i.e. ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. *Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA.*
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained for participation in the reverse auction.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax /e-mail the Compliance form (annexure III) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” which is inclusive of all cost elements in line with terms & conditions of the tender for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VI) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. *Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the “Business Rules of Reverse Auction”, which will be communicated before the Reverse Auction.*
12. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL and the results of the RA scrapped/ aborted.
13. *Reverse Auction will be conducted if two or more bidders are techno-commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, irrespective of the number of bidders qualifying techno-commercially.*

In case of multiple H1 bidders, all H1 bidders (excluding MSEs and bidders qualifying under PPP-MII, Order 2017) shall be removed provided minimum two bidders remain in fray, else no H1 removal.

PART – B: GENERAL CONDITIONS OF CONTRACT (GCC)

SL. NO.	BHEL STANDARD TERMS	SUPPLIER CONFIRMATION
01	<p>Our requirement is for use of equipment at BHEL: PSER'S Projects. Detail address as per SCC of tender.</p> <p>Offers are invited to submit in two-parts.</p> <p><u>Part-I: TECHNICAL-CUM-COMMERCIAL AND UN PRICED BID:</u></p> <p>Consisting of complete technical details, catalogues, drawings and all commercial terms (Money values shall not be indicated i.e; un price bid).</p> <p>Following formats are to be filled and submitted in a single cover super scribing as Technical - cum - Commercial and Un Priced Bid, Tender Enquiry No. and Due Date. :--</p> <ul style="list-style-type: none"> (i) EMD, if any, as per tender. Please arrange to submit EMD as mentioned in Tender Special Terms and Condition of tender. (ii) Technical Specification details confirming to technical specification (iii) BHEL Standard Terms & Conditions. (iv) Un Price Bid (v) Confirmation of pre-qualification criteria & All documents to be downloaded from BHEL's website www.bhel.com <p><u>Part-II: PRICE BID:</u> Price to be quoted in the format enclosed. (Any preconditions for price will not be accepted and the tender will be rejected).</p> <p>Techno-commercial & Pre- Q bids shall be opened first & afterwards price bid shall be opened for qualified bidder, who have qualified in Techno-commercial & pre-q bid. <u>If the vendor submits offer i.e. Technical & Price bid together, the offer shall be liable for rejection.</u></p> <p><u>Note: In order to maintain sanctity of the tender system, it is advised that one Agent cannot represent two suppliers or quote on their behalf in a particular tender</u></p> <p><u>In the tender, either one agent on behalf of the principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for same item/product.</u></p>	
02	If any vendor sought to quote through their agents "They have to inform to BHEL in advance, before opening date. Otherwise the offer will be treated as Unsolicited Offer and same will not be opened".	
03	<p>BHEL keeps its right to reject / load any offer which is having deviations to BHEL Specifications, Standard Terms & Conditions.</p> <p>All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained.</p> <p>In case of Technical-Cum-Commercial bid, copy of the price bid has to be used to indicate commercial terms without price.</p>	
04	The equipment offered shall be strictly conforming to the specification and for complete unit.	
05	No offer for individual accessories or part machinery will be accepted.	

06	<p>BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)</p> <p>Vendor has to submit EMD as specified in the tender along with their bids (except Micro and Small Enterprises (MSEs) or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT))</p> <p>A) Modes of deposit:</p> <p>a) The EMD may be accepted only in the following forms:</p> <p>(i) Electronic Fund Transfer credited in BHEL account (before tender opening).</p> <p>(ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).</p> <p>(iii) Fixed Deposit Receipt (FDR).</p> <p>(iv) Insurance Surety Bonds.</p> <p>b) In case the EMD is more than Rupees Two lakh and in case of foreign bidders, it may be in the form of a bank guarantee (in equivalent Foreign Exchange amount, in case of foreign bidders) issued/ confirmed from any of the scheduled commercial bank in India in an acceptable form. The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.</p> <p>B) Forfeiture of EMD:</p> <p>i) A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security (if applicable) within the specified period mentioned in the Tender.</p> <p>(ii) EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.</p> <p>C) Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc. should be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.</p> <p>D) Bid security should be refunded to the successful bidder on conclusion of the order/ receipt of a performance security (if called in the tender).</p> <p>E) EMD shall not carry any interest.</p>	
07	<p><u>TERMS OF PAYMENT:</u></p> <p>Details shall be as per Clause No 9.0 of SCC of Tender</p> <p>Paying Authority: Accounts Dept., BHEL-PSER, KOLKATA.</p> <p>Payment shall be made through e-payment mode. Successful bidder shall have to submit the requisite details in RTGS format.</p>	
08	<p><u>GUARANTEE/WARRANTY:</u> As per Clause SCC of tender.</p>	

09	<p><u>DELIVERY:</u> As per clause No 4.0 of SCC (Special Terms and Conditions)</p> <p><u>Offer with delivery period beyond as mentioned in Clause No 4.0 of SCC shall be liable for rejection.</u></p> <p>However, in case due to any reasons if the same is accepted by BHEL, the same shall be loaded for the delayed delivery period & percentage of loading shall be as per clause no.11 of GCC (LD clause).</p>	
10	<p><u>DISCOUNTS:</u></p> <p>Discounts offered by the vendor in price shall not be entertained by BHEL. The vendor should factor in his discount in the price offer only. In spite of the same, if a discount is offered by the bidder, the same shall not be considered for evaluation of the offer, but purchase order shall be issued on bidder's final discounted price.</p>	
11	<p><u>LIQUIDATED DAMAGE (LD) / PENALTY:</u></p> <p>LD shall be as per Clause No 8.0 of SCC</p> <p>In case of LD recovery, the applicable GST, if any, shall also be recovered from vendor.</p>	
12	<p><u>CONTRACT EXECUTION BANK GUARANTEE:</u></p> <p>NOT APPLICABLE</p>	
13	<p>The sealed tenders super scribing tender number and due date should be addressed to SDGM/Purchase, Bharat Heavy Electricals Limited, PSER, DJ-9/1, SALT LAKE. SECTOR-II, KOLKATA - 700 091, India.</p>	N. A
14	<p><u>INSPECTION:</u></p> <p>As per SCC of Tender</p>	
15	<p><u>INSURANCE:</u></p> <p>As per SCC for Tender</p>	
16	<p>The quotation should be valid at least for a period of 90 days from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained.</p>	
17	<p><u>FORCE MAJURE:</u></p> <p>The vendor shall be subject to force majeure clause defined as under:</p> <p>This force majeure is herein defined as any cause which is beyond the control of the tenderer which they would not have foreseen or with a reasonable amount of diligence could not have foreseen and which subsequently affect the performance of the contract such as SRCC (strike riot and civil commotion), earthquake, flood, acts of god, acts of any government, domestic or foreign including but not limited to war.</p> <p>The tenderer shall not be liable for delay in performing his obligation resulting from any force majeure clause as referred to and/or defined above. The date of completion will be subject to hereinafter provided be extended by a reasonable time even though such cause may occur after tenderer's performance of his obligation has been delayed for other causes.</p>	

18	<u>ARBITRATION & CONCILIATION:</u>	
18.1	<u>ARBITRATION:</u> <p>Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 18.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.</p>	
18.1.1	<p>The Arbitrator shall pass a reasoned award.</p> <p>Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Kolkata (the place from where the contract is Issued). The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 18.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.</p> <p>In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</p>	
18.1.2	<p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.</p>	
18.1.3	<p>The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.</p>	
18.1.4	<p>Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.</p>	

--	--	--

18.2	<p><u>CONCILIATION:</u></p> <p>If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>Notes:</p> <ol style="list-style-type: none"> 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators. <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure 2.3 to this GCC (as available in www.bhel.com). The Procedure 2.3 together with its Formats (as available in www.bhel.com) will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.</p> <p>The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 (as available in www.bhel.com) to this GCC from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 (as available in www.bhel.com) with effect from the date as intimated by BHEL to it.</p>	
18.3	<p><u>NO INTEREST PAYABLE TO CONTRACTOR:</u></p> <p>Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.</p>	

19	<u>JURISDICTION:</u> All disputes or differences arising under out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of court at Kolkata.	
20	<u>BREACH OF CONTRACT, REMEDIES AND TERMINATION:</u> In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is atleast 10% of the contract value, the same be encashed. In case the value of security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further levy of Liquidated damages, debarment, termination, de-scoping, short-closure, etc. shall be applied as per provisions of the contract.	
21	<u>CONSIGNEE DETAILS:</u> AS PER SCC of Tender All documents / correspondences must bear the Tender no. / Purchase Order No. & Date.	

22	<u>Penalty Clause:</u> Non-acceptance of penalty clause will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty clause. Ex: If the supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded.	
23	For all other Terms & Conditions, if the offer is not confirming to the same, BHEL at its discretion shall load the same and the loading pattern shall be intimated to the bidders before price bid opening. However, BHEL reserves the right to cancel a bid in case of non-acceptance of any terms and conditions finally arrived before price bid opening.	
24	<u>Note:</u> The offers not complying the above Terms & Conditions shall be liable for rejection.	

Note:

01. In case of any conflict / inconsistency in any clause of the tender or between various sections of the tender, bidder should bring the same in writing to BHEL for clarification before submission of the bid, failing which the most stringent interpretation of the clause in favour of BHEL shall be adopted and the same shall be binding to the bidder.
02. Any deviation sought by the bidder should be indicated in the techno-commercial offer.
03. **Bidder should write “*accepted*” in the column “Bidder’s confirmation” for each clause, if the conditions are agreeable or else should write the deviations sought in “Bidder’s Deviation(if any)” column. Offers with deviation are liable for rejection.**
04. If any clause left blank, shall be presumed that the clause is accepted by the bidder.

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax: (033) 23211960 फ़ोन/Phone: बोर्ड/EPABX: 23398220	Page - 25 of 41
--	-----------------

PART-C: TECHNICAL SPECIFICATION AND SPECIAL TERMS AND CONDITION OF CONTRACT

A	Item Description:	Plotter
Sl.	Parameters / Feature	Detailed Specifications
1	Make & Model (to be filled by bidder):	
2	Preferred Make:	HP, Canon, Epson, Brother
3	Type:	Large Format Plotter 36 inches (A0)
4	Supported Media Size:	A4, A3, A2, A1, A0
5	Print Speed:	90 A1 size prints per hour (Line Drawing) or above
6	Technology:	Thermal Inkjet (with Ink Tank)
7	Media Handling:	Sheet feed, roll feed, input tray, automatic horizontal cutter
8	A4 / A3 Sheet Feed Tray:	Available
9	Print Resolution:	2400 x 1200 DPI or above
10	Connectivity:	Gigabit Ethernet, Wi-Fi
11	Memory:	1 GB or higher
12	No. of Cartridges:	4 or above
13	Ink Cartridge Capacity:	500 ml or higher per colour
14	Ink Cartridges:	Minimum 2 Litre (total) are to be included with the plotter
15	Printheads:	Required printheads are to be included with the plotter
16	Drivers:	Drivers for MS Windows OS are to be included with the plotter
17	Accessories:	Printer stand, power cord etc. to be included with the plotter
18	Warranty:	3 Years OEM warranty (labour, parts, on-site) anywhere in India.
19	Maintenance Cartridge:	Not Required
20	Additional Cartridge:	1 set of additional Ink cartridges (Cyan, Yellow, Magenta, Black) - 500ml each apart from the cartridges (in the box) supplied with the plotter

Compliance to the above-mentioned technical specification is required to be provided in OEM letterhead.

SPECIAL CONDITIONS OF CONTRACT

**BROAD SCOPE OF JOB: SUPPLY, INSTALLATION AND WARRANTY SUPPORT OF PLOTTERS FOR
BHEL PSER OFFICES**

1.0 Request for Proposal - Brief Scope of Work:

Bharat Heavy Electricals Ltd. (A Govt. of India Undertaking) invites tenders from bidders who qualify as per criteria. The tender is invited for supply, installation & warranty support of Plotters throughout India for a period of THREE years. The tender has to be submitted in TWO PARTS namely TECHNO-COMMERCIAL (unpriced) and PRICE BID.

2.0 Instructions & Guidelines to Bidders:

2.1 Introduction:

M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956 having registered office at BHEL House, Siri Fort, New Delhi-110049 through its office at Kolkata (BHEL Bhavan, Plot DJ 9/1, Sector-II, Salt Lake City, Kolkata-700091) hereinafter referred to as "BHEL", which expression shall include its successors and assigns), invites offers for procurement of equipment / service in BHEL, as per requirements and Commercial Terms and Conditions detailed in the tender documents.

2.2 Requirement:

The summary of requirements is enclosed in **Technical Specification of the Plotter**. The rates for the various items will be finalized and order will be placed for the indicated quantities.

2.3 Pre-Bid Conference:

2.3.1 The bidders are expected to carefully go through this Tender Document and understand all the requirements thoroughly before submitting their offer. Any pre-Bid clarification and query pertaining to this tender enquiry must be submitted in writing and addressed to the official inviting the offers. All these queries will be clarified in the Pre-Bid Meeting. BHEL will not entertain or respond to bidders' queries received after the Pre-Bid Meeting.

2.3.2 Pre-Bid conference of the Bidders shall be convened at the designated date, time and place. A maximum of 3 representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

2.3.3 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration. BHEL shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

2.3.4 Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Post bid clarifications sought after opening Techno Commercial Bid but before opening price bid should be without price implications.

Note:

- A. Price Bid of the technically and commercially acceptable bidders only shall be opened.
- B. No correspondence shall be entertained from the bidders after the opening of Price Bid(s).
- C. Standard pre-printed conditions of the bidders attached to the offer will not be accepted and only those mentioned in the body of his offer and endorsement of BHEL terms and conditions in a pre-printed format will be considered.
- D. No Literature, Pamphlets other than what is specified is to be enclosed. All such enclosures will not be considered as part of the quotation.
- E. Manufacturer's name, trade Mark or Patent No. (if any) should be specified.

2.4 Deviations:

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the Tender Enquiry. Vendors have to submit a “No Deviation Certificate” in Part-I of the offer as per format enclosed.

3.0 Bill of Material & Delivery Locations:

3.1 Bill of Material:

Sl. No.	Item Description	Unit of Measurement (UOM)	Quantity	Delivery Location
A. Supply of Items				
1	Plotter	Number	4	1. NTPC Lara 2. DVC Koderma 3. DVC Raghunathpur 4. NTPC Sipat
B. Installation, Commissioning, Testing, Stabilization, Demonstration, Training of Supplied Items				
1	One-time Installation, commissioning, testing, stabilization, demonstration and training etc. charges for complete plotter as per scope	Lot	4	1. NTPC Lara 2. DVC Koderma 3. DVC Raghunathpur 4. NTPC Sipat

Detailed address of delivery locations is enumerated in Table below:

3.2 Delivery Locations:

Sl. No.	Location Name	Detailed Address
1	Kolkata	BHEL Bhawan, Plot No. 9/1, DJ-Block, Sector-II, Salt Lake City, Kolkata - 700091
2	NTPC Lara	BHEL Site Office, (2x800MW) NTPC Lara Stage - II, Pussore, Chhapora, Chhattisgarh, PIN - 496440
3	DVC Koderma	BHEL Site Office, (2x500MW) Koderma Power Project, Bnabhedi, P.O. Jhumri Telaiya, District- Koderma, Jharkand, PIN - 825409
4	DVC Raghunathpur	BHEL Site Office, DVC Raghunathpur Super Thermal Power Station (RTPS), PO - Nildih, District - Purulia, PIN - 723133
5	NTPC Sipat	BHEL Site Office, (1x800 MW) Sipat Supercritical Thermal Power Project (STPP) - Stage-III, P.O. Ujjwal Nagar, Sipat, Distict - Bilaspur, Chhatisgarh - 495555

Note: Based on requirement, BHEL PSER may move the supplied IT equipment to any of its project sites across India. Vendor must provide support for installation and commissioning of the equipment after movement.

- (1) Make & Specification of the above items should be as per Technical Specification. The dimensional tolerance for the items shall be within the range of +/- 5% as specified.
- (2) Transit Insurance is in the Scope of vendor.
- (3) Loading / Unloading of all materials at site is in the scope of vendor.
- (4) Quantity may vary (increase / decrease) depending on the actual situation at site during execution or customer obligation or any other unforeseen circumstances (equivalent to +/- 30% of total order value). For any increase / decrease in quantity during execution, the item rates shall be firm.
- (5) All other small accessories / items etc. required for installation shall be included in the (B.1) One Time Installation, commissioning charges of Table-A as per order. BHEL is not liable to provide any item towards installation commissioning of equipment. Bidder has to make all arrangements at their own cost.

4.0 Delivery & Completion Schedule:

- (a) **Supply Schedule (Delivery and Inspection):** Within Four (4) Weeks from the date of delivery instruction from the authorized official of respective locations.
- (b) **Installation and Commissioning:** Within one (1) Week from the date of installation service instruction from the authorized official of BHEL.

Post-delivery inspection of materials would be carried out by BHEL to ensure functional completeness of supplied items. Materials found defective at the time of delivery should be replaced free of cost by vendor within 10 days of date of intimation by BHEL officials.

Note: In case the project site is not ready for receiving and installation of the items due to site constraints, the items are required to be delivered at PSER HQ Kolkata office.

5.0 Scope of Work:

Installation and configuration of all the hardware items supplied under the scope of the Contract.

5.1 Installation of Plotter:

- (a) Inventory & configuration, verification against ordered specification
- (b) Perform power on self-test
- (c) Network configuration
- (d) Driver Installation on client machines
- (e) Perform system & verification tests

6.0 Warranty Period

Three (03) years inbuilt warranty for the supplied equipment to be provided by vendor from the date of installation & commissioning as per certification by concerned BHEL officials of respective location. OEM warranty for major active components are as per specification. The warranty must include cost of labour, spares, replacement etc. The warranty support has to be provided at any location across India.

During the Warranty period the Vendor shall provide breakdown maintenance for the whole set up free of cost (exclusive of physical damage). HSN code of products to be mentioned on the GST invoice.

7.0 Newness certificate

All the items supplied as per BOM under the scope of this tender, should be NEW and confirming to the contract technical specifications.

The newness certificate should be furnished (as indicated against the items in Bill of Material) containing the serial number or identification number of the item along with the mention of month

and year of manufacturing of the items. OEM O&M manuals (as applicable) and drawings wherever applicable, have to be provided by the vendor along with the supplied materials as a part of handover.

After Installation of the whole set up the vendor has to submit proper installation report which has to be duly signed by vendor's service engineer and certified by BHEL personnel.

8.0 Liquidated Damage / Penalty

Subject to force majeure, If vendor fails to complete the job as per aforesaid Supply and Installation & Commissioning schedule, BHEL shall have the right to recover as penalty as below. Penalty on delay in supply and/or Installation & commissioning will be applicable to the delays attributed to vendor. Penalty will be considered separately for "Supply" and "Installation & Commissioning": -

(a) The rate of penalty for delayed Supply for a location shall be @0.5% per week of delay of total order value subject to maximum of 10% of total order value excluding GST & BOCW Cess (as applicable).

(b) The rate of penalty for delayed installation & commissioning shall be @0.5% per week of delay of total order value subject to maximum of 10% of total order value excluding GST & BOCW Cess (as applicable).

(c) Maximum penalty for delay in Supply and Installation & Commissioning together shall be limited to 15% of total order value excluding GST & BOCW Cess as applicable.

Partial supply shall be considered as delay in supply. In case of LD recovery, the applicable GST shall also be recovered from vendor.

Partial supply shall be considered as delay in supply

9.0 Payment terms

A. 80% of the supply value excluding GST and BOCW Cess (as applicable), shall be payable within 90 days (45 days for MSE, 60 days for Medium Enterprises) on submission of Original GST Invoice, against submission of the following:

- (i) Receipt and acceptance of material at site
- (ii) Original LR/Consignment copy
- (iii) Receipted delivery Challan
- (iv) Warranty Certificate
- (v) Newness Certificate (as indicated against the items in Bill of Material)
- (vi) OEM MAF (Manufacturer Authorization Form) documents, as applicable.

B. Balance 20% of the supply value and 100% of the installation & commissioning charges excluding GST and BOCW Cess (as applicable), shall be payable within 90 days (45 days for MSE, 60 days for Medium Enterprises) against submission of the following:

- (i) Installation & Commissioning Report signed by BHEL.
- (ii) Warranty certificate by vendor for 3 years for all the supplied equipment.

C. Applicable GST and Applicable BOCW Cess shall be payable subject to fulfilment of the followings:

- (i) You declaring such Invoice in your IFF/GSTR-1; and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal
- (ii) Receipt of Goods / services and Tax Invoice by BHEL
- (iii) Confirmation of payment of GST thereon by you on GSTN Portal; and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter.
- (iv) Above is subject to receipt of goods / service and tax invoice thereof along with you declaring invoice in your return and paying GST within timeline prescribed for availing ITC by BHEL.

D. Paying Authority: Head of Finance, BHEL Kolkata

E. No advance shall be paid. Payment shall be paid through RTGS in INR only.

10.0 EVALUATION CRITERIA: All Inclusive Total D.A.P. destination Price excluding GST and BOCW as applicable for SUPPLY & COMMISSIONING i.e. [(Total Basic Price for Supply + Freight + Transit

Insurance) excluding GST and BOCW as applicable) + (All-inclusive Total Commissioning Charges excluding GST and BOCW as applicable)].

11.0 Other Terms and Condition:

1. During warranty period BHEL may ask for shifting of equipment within the site premises, vendor should execute the same as per warranty scope.
2. User training after completion of installation is under vendor scope which should be inclusive in the quoted price.
3. Charges for deployment of manpower including food and lodging expenses for the above scope of main and optional job shall be borne by the vendor. No additional claims of vendor shall be entertained in this regard by BHEL.
4. During the warranty period any sort of job like cleaning of equipment or any other job required pertaining to this matter shall be under the scope of the vendor.
5. During the contract period if any damage or similar incident happen which are not attributable to vendor & requires reinstallation, same shall be considered as shifting or alteration as per above scope for which separate order shall be placed on vendor on mutually agreed rates.
6. For warranty support purpose vendor needs to furnish single point contact and escalation matrix.
7. should carry out all safety aspects as per site safety regulation. Project sites are inside the customer premises so all the customer protocol for working at site are to be followed.

12.0 Force Majeure:

The vendor shall not be responsible for delay in delivery resulting from acts / events beyond his control, the service provider shall provide notice of the happening of any such act / event to the purchaser within 15 days from the date of its occurrence. Such acts / events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order / contract.

13.0 Price Variation Clause: Not Applicable**14.0 Over Run Charges: Not Applicable****15.0 Insurance:**

It is the sole responsibility of the contractor to insure his materials, equipment, workmen etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's Compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client / BHEL in the area of project which are in force from time to time will have to be followed by the contractor.

16.0 Taxes & Duties:

	TAXES, DUTIES ETC
1	<p>All taxes excluding GST (as specified elsewhere in this clause) & BOCW Cess (as specified elsewhere in the tender) but including, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract shall be borne by successful bidder and shall not be payable extra by BHEL.</p> <p>Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor.</p> <p>Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements.</p>
2	<p>GST along with Cess (as applicable) legally leviable & payable by successful bidder as per GST Law shall be paid by BHEL, extra.</p> <p>Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price.</p>
3	<p>Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract.</p>
<p>पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax: (033) 23211960 फ़ोन/Phone: बोर्ड/EPABX: 23398220</p>	
Page - 31 of 41	

	Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.
4	Since GST on output will be paid by BHEL separately as enumerated above, bidder's your quoted rates / price should be after considering the Input Credit under GST law at bidder's end.
5	TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.
6	TDS under GST shall be deducted as per prevailing GST rules from the bills.
7.1	You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.
7.2	In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.
7.2.1	TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.
7.2.2	Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.
7.2.3	You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.
7.3	In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted along with each invoice: - "I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act, 1961, on this bill.
7.4	In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.
7.5	You shall comply with all statutory amendment/notifications in this respect.
8	Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following. BHEL GSTN - Refer attached GSTN code table of BHEL. Name - BHARAT HEAVY ELECTRICALS LIMITED Address - Shall be intimated later. Specific details of BHEL GSTN, Name and Address as stated above, have been specified elsewhere in the tender.
9	Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances. Portal address and Email address - Shall be intimated later. Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.
10	In case of delay in submission of above mentioned documents on the date of despatch, BHEL may incur penalty/ interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.

11	In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
12	Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice. If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after despatch.
13	Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non receipt of goods and / or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.
14	Successful bidder shall upload the invoices raised on BHEL in IFF/GSTR-1 within the prescribed time as given in the GST Act, and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal; and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful bidder along with interest levied / leviable on BHEL.
15	Successful bidder to arrange for e-waybill for any movement of goods for the execution of the contract. Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit / Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.
16	Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
17	Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.

17.0 Non-Disclosure Agreement

16.1 The successful bidder shall comply with the Information Security Management System of BHEL and work within the framework of ISMS as applicable in BHEL from time-to time.

16.2 All the material / information sent to the successful bidder shall be treated as confidential and should not be disclosed in any matter to any unauthorized person under any circumstances. The successful bidder has to furnish a Non- Disclosure Agreement (NDA)(as per Sl No 22) in line with the Owner's Information Security Management System (ISMS).

18.0 Confidentiality:

Bidder and its representatives shall, at all times, undertake to maintain complete confidentiality and integrity of all data, information, software, drawings & documents, etc. belonging to the Purchaser and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalized during the course of execution of the order/contract.

19.0 Patents & Trademarks:

Bidder shall at all times indemnify the Purchaser against all claims which may be made in respect of the Systems/goods/Software supplied by the Bidder, for infringement of any right protected by patent, registration of designs or trademarks and legality of usage of Software. In the event of any such claims being made against the Purchaser, Purchaser/Lessee will inform the Bidder who shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.

20.0 Sub-Contracting:

Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred to another party without prior written consent of the Purchaser. The invoices will be raised by the bidder only and all payments/deductions will be done against the bidder bills only.

21.0 Performance Bank Guarantee (PBG) or e-PBG: Not Applicable.

22.0 Mutual Non-Disclosure Agreement

This Agreement is made and entered into as of the last date signed below (the "Effective Date") by and between **Bharat Heavy Electricals Ltd. (BHEL)**, a Public Sector Organization having its principal place of business at BHEL House, Siri Fort, New Delhi - 110049 and **<your company's name>**, a **<type of corporation>** corporation, hereinafter called "The Bidder", whose principal mailing address is **<registered address>**.

WHEREAS in order to pursue the mutual business purpose of this particular project as specified in Bid document for "supply, installation and warranty support of Plotters for BHEL site offices", BHEL and the Bidder have an interest in participating in discussions wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself ("Confidential Information"); and

WHEREAS the Parties agree that Confidential Information of a Party might include, but not be limited to that Party's:

1. business plans, methods, and practices;
2. personnel, customers, and suppliers;
3. inventions, processes, methods, products, patent applications, and other proprietary rights; or
4. specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information;

NOW, THEREFORE, the Parties agree as follows:

1. Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.
2. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party ("Recipient") shall, for a period of three (3) years from the date of disclosure, refrain from disclosing such Confidential Information to any contractor or other third party without prior, written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.
3. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the

disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

4. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.
5. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:
 - 5.1. Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
 - 5.2. Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
 - 5.3. Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
 - 5.4. Is approved for release (and only to the extent so approved) by the disclosing Party; or
 - 5.5. Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.
6. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
7. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.
8. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.
9. This Agreement shall remain in effect for a period of one (1) year from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

IN WITNESS WHEREOF:

FOR AND ON BEHALF OF

<company's name>

FOR AND ON BEHALF OF

BHARAT HEAVY ELECTRICALS LTD.

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

Witness:

1.

2.

Witness:

1.

2.

PRICE SCHEDULE (UNPRICED)

PLEASE REFER

E-PROCUREMENT PORTAL <https://eprocurebhel.co.in>

Validate

Print

Help

Item Rate BoQ

Tender Inviting Authority: BHEL-PSER

JOB: SUPPLY, INSTALLATION AND WARRANTY SUPPORT OF 04 NO PLOTTER TO BHEL PSER SITES

E-TENDER ENQUIRY NO: PSER: PUR:DTG&MSX:247(I):056(ENQ:24:PP:0015:PUR:60) DATE: 25/10/2024

Name of the
Bidder/ Bidding
Firm /
Company :**PRICE SCHEDULE (REV-00)**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only, rate filled here will automatically reflect in SCH-1 - TOTAL PRICE

NUMBER #	TEXT #	NUMBER #	TEXT #
SL. NO.	JOB DESCRIPTION	TOTAL PRICE (IN INR) INCLUDING ALL BUT EXCLUDING GST & BOCW CESS (AS APPLICABLE) (IN FIGURE)	TOTAL PRICE (IN INR) INCLUDING BUT EXCLUDING GST & BOCW CESS (AS APPLICABLE) (IN WORDS)
1	2	13	55
1.1	Supply, Installation and Warranty Support of 04 No Plotter to BHEL PSER Sites (Refer tender doc for details)	NOT TO BE QUOTED HERE	INR Zero Only
Total in Figures			INR Zero Only
Quoted Rate in Words		INR Zero Only	

**VOLUME-III,
PRICE SCHEDULE, REV-00**

JOB: SUPPLY, INSTALLATION AND WARRANTY SUPPORT OF 04 NO PLOTTER TO BHEL PSER SITES

E-TENDER ENQUIRY NO: PSER: PUR:DTG&MSX:247(I):056(ENQ:24:PP:0015:PUR:60) DATE: 25/10/2024

	BIDDER'S NAME		
SCH-1-TOTAL PRICE			
SL. NO.	JOB DESCRIPTION	PRICE SCHEDULE REF	TOTAL PRICE (IN INR) INCLUDING ALL BUT EXCLUDING GST & BOCW CESS (AS APPLICABLE) (IN FIGURE)
1.0	Supply, Installation and Warranty Support of 04 No Plotter to BHEL PSER Sites (Refer tender doc for details)	SCH 2 - BREAK UP OF TOTAL PRICE	NOT TO BE QUOTED HERE
NOTE:-			
1.0	Bidder shall quote price for SCH-1 Part only at SI No. 1 above. All other amounts/rates of each item of job in respective schedules/parts will be derived based on allocated percentages in SCH-2. As such, any uncalled figure/ amount noted at any other place / schedule of Volume-III will not be recknoed & will stand null & void.		
2.0	Bidder to note that TOTAL PRICE at SI. No. 1 above shall be considered for evaluation & awarding. The TOTAL PRICE shall be on "All Inclusive Total F.O.R Destination Price excluding GST" for Supply and Installation & Warranty Support for all the items. As such, TOTAL PRICE should be complete in all respect for the full scope defined and considering all terms and conditions.		
3.0	Bidder's quoted TOTAL PRICE of SCH-1 at SI. No 1 above, shall be apportioned into amount of various items of job based on allocated percentages against respective item, in respective schedules / parts. As such, bidder shall not indicate / quote any amount / rate in these schedules / parts and any amount / rate quoted against any item shall not be taken into cognizance / account and offer may be liable for rejection.		
4.0	Based on the item wise percentage allocations, the amount for the individual items of the Bill of Quantity shall be arrived at. The rates of individual items shall be derived from the amount against each items and its quantity after rounding off to up to 2 decimal places. However, RA bill payment shall be done after rounding off the gross amount to two decimal points. Any adjustment, if required, due to such methodology, will be effected / adjusted in final bill.		
5.0	Bidders to note that this is an item rate contract. Payment shall be made for the actual quantities of job executed at the unit rate arrived at as per SI. No.4 above.		
6.0	Any item as per scope of job, if not included in the price quoted above and shown separately will not be taken cognizance of and the offer shall be liable for rejection.		
7.0	Price format shall not be changed by bidder in any case and it may lead to cancellation of their offer.		
8.0	The quoted TOTAL PRICE shall be including transportation charges on FOR site basis but excluding GST		
9.0	The quantity of items may vary during execution mainly due to actual requirement etc. The unit rates work out from the overall amount quoted & accepted by BHEL shall be considered and no separate unit rates shall be allowed. Unit rates shall be valid throughout the contract period.		

**VOLUME-III,
PRICE SCHEDULE, REV-00**

JOB: SUPPLY, INSTALLATION AND WARRANTY SUPPORT OF 04 NO PLOTTER TO BHEL PSER SITES

E-TENDER ENQUIRY NO: PSER: PUR:DTG&MSX:247(I):056(ENQ:24:PP:0015:PUR:60) DATE: 25/10/2024

BIDDER'S NAME

SCH-2- (WEIGHTAGE BREAK UP OF TOTAL PRICE)

SL. NO.	JOB DESCRIPTION	UOM	QTY FOR FOUR FIELDS	WEIGHTAGE
1	Supply of (inclusive of warranty support as per tender terms and conditions) of 04 No Plotter to BHEL PSER Sites (Refer tender doc for details)	NO	4	0.95
2	One-time installation, commissioning, testing, stabilization, demonstration and training etc. Charges for complete system as per scope of 04 No Plotter at BHEL PSER Sites (Refer tender doc for details)	NO	4	0.05
	TOTAL			1

NOTE:-

1	Note: For any non-compliance, shot supply or LD calculation or any other issue the individual item rate shall be treated as per the weightage listed in the table.
---	--

PRICE SCHEDULE

PLEASE REFER

E-PROCUREMENT PORTAL <https://eprocurebhel.co.in>

**VOLUME-III,
UNPRICED PRICE SCHEDULE, REV-00**

JOB: SUPPLY, INSTALLATION AND WARRANTY SUPPORT OF 04 NO PLOTTER TO BHEL PSER SITES

E-TENDER ENQUIRY NO: PSER: PUR:DTG&MSX:247(I):056(ENQ:24:PP:0015:PUR:60) DATE: 25/10/2024

SCH-1- TOTAL PRICE

SL. NO.	JOB DESCRIPTION	PRICE SCHEDULE REF	TOTAL PRICE (IN INR) INCLUDING ALL BUT EXCLUDING GST & BOCW CESS (IN FIGURE)
1.0	Supply, Installation and Warranty Support of 04 No Plotter to BHEL PSER Sites (Refer tender doc for details)	SCH 2 - BREAK UP OF TOTAL PRICE	SELECT

NOTE:-

1.0	Bidder shall quote price for SCH-1 Part only at Sl No. 1 above. All other amounts/rates of each item of job in respective schedules/parts will be derived based on allocated percentages in SCH-2. As such, any uncalled figure/ amount noted at any other place / schedule of Volume-III will not be reckoned & will stand null & void.
2.0	Bidder to note that TOTAL PRICE at Sl. No. 1 above shall be considered for evaluation & awarding. The TOTAL PRICE shall be on "All Inclusive Total F.O.R Destination Price excluding GST" for Supply and Installation & Warranty Support for all the items. As such, TOTAL PRICE should be complete in all respect for the full scope defined and considering all terms and conditions.
3.0	Bidder's quoted TOTAL PRICE of SCH-1 at Sl. No 1 above, shall be apportioned into amount of various items of job based on allocated percentages against respective item, in respective schedules / parts. As such, bidder shall not indicate / quote any amount / rate in these schedules / parts and any amount / rate quoted against any item shall not be taken into cognizance / account and offer may be liable for rejection.
4.0	Based on the item wise percentage allocations, the amount for the individual items of the Bill of Quantity shall be arrived at. The rates of individual items shall be derived from the amount against each items and its quantity after rounding off to up to 2 decimal places. However, RA bill payment shall be done after rounding off the gross amount to two decimal points. Any adjustment, if required, due to such methodology, will be effected / adjusted in final bill.
5.0	Bidders to note that this is an item rate contract. Payment shall be made for the actual quantities of job executed at the unit rate arrived at as per Sl. No.4 above.
6.0	Any item as per scope of job, if not included in the price quoted above and shown separately will not be taken cognizance of and the offer shall be liable for rejection.
7.0	Price format shall not be changed by bidder in any case and it may lead to cancellation of their offer.
8.0	The quoted TOTAL PRICE shall be including transportation charges on FOR site basis but excluding GST
9.0	The quantity of items may vary during execution mainly due to actual requirement etc. The unit rates work out from the overall amount quoted & accepted by BHEL shall be considered and no separate unit rates shall be allowed. Unit rates shall be valid throughout the contract period.

**VOLUME-III,
UNPRICED PRICE SCHEDULE, REV-00**

JOB: SUPPLY, INSTALLATION AND WARRANTY SUPPORT OF 04 NO PLOTTER TO BHEL PSER SITES

E-TENDER ENQUIRY NO: PSER: PUR:DTG&MSX:247(I):056(ENQ:24:PP:0015:PUR:60) DATE: 25/10/2024

SCH-2- (WEIGHTAGE BREAK UP OF TOTAL PRICE)

SL. NO.	JOB DESCRIPTION	UAM	QTY FOR FOUR FIELDS	WEIGHTAGE
1	Supply of (inclusive of warranty support as per tender terms and conditions) of 04 No Plotter to BHEL PSER Sites (Refer tender doc for details)	NO	1	0.95
2	One-time installation, commissioning, testing, stabilization, demonstration and training etc. Charges for complete system as per scope of 04 No Plotter at BHEL PSER Sites (Refer tender doc for details)	NO	1	0.05
	TOTAL			1
NOTE:-				
1	Note: For any non-compliance, shot supply or LD calculation or any other issue the individual item rate shall be treated as per the weightage listed in the table.			

PART-H:
FORMS AND PROCEDURES

F-01

RTGS FORMAT

Form for getting payment through RTGS (Real Time Gross Settlement)

01. NAME OF VENDOR:
02. ADDRESS:
03. VENDOR'S BANK A/C NAME:
04. VENDOR'S BANK A/C NO.:
05. NAME OF BANK:
06. NAME OF BRANCH:
07. BRANCH PH. NO.:
08. CITY:
09. IFSC CODE OF THE BRANCH:

THE CHARGES IF ANY FOR PAYMENT THROUGH RTGS MAY BE RECOVERED FROM THE BILL SUBMITTED BY US.

SIGNATURE OF AUTHORISED
REPRESENTATIVE OF VENDOR WITH
DATE & SEAL

CONFIRMATION BY BANKER WITH
OFFICE SEAL

Note: Incorrect information will create accounting complications and payment will be delayed.

VENDOR DETAILS

1. Name & address of the vendor/company:
2. PAN No. of the vendor/company (scan copy of PAN Card):
3. Contact Person for the vendor/company:
4. Mobile number & E-mail of the contact person:
5. VAT / TIN:
5. CST:

SIGNATURE OF THE BIDDER WITH DATE & SEAL

F-03**FORMAT FOR DETAILS OF BIDDER**

NAME OF BIDDER	
FAX NO.	
Registration Number*	
Name of Partners / Directors	
Bidder Type Indian/ Foreign*	
City*	
State*	
Country*	
Postal Code*	
PAN/TAN Number*	
Company's Establishment Year	
Company's Nature of Business*	
Company's Legal Status* {limited company/ undertaking/joint venture/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/Ancillary unit/project affected person of this company/ssi/ other}	
Enter Company's Contact Person Details Title(Mr. / Mrs. / Ms. / Dr. / Shri)*	
Contact Name*	
Date Of Birth*	
Correspondence Email* (Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.)	
Designation	
Phone*	
Mobile*	

SIGNATURE OF THE BIDDER WITH DATE & SEAL

Form for getting payment through RTGS (Real Time Gross Settlement)

01. Name of Vendor **BHARAT HEAVY ELECTRICALS LTD.**
02. Address **~~BHEL~~ BHEL HOUSE, SIRI FORT, N.DELHI**
03. Vendors Bank A/c Name **BHARAT HEAVY ELECTRICALS LTD.**
04. Vendors Bank A/c No. **11107800029**
05. Name of Bank **STATE BANK OF INDIA**
06. Name of Branch **COMMERCIAL BR., SALT LAKE, SECTOR-V**
07. Branch Phone No. **KOLKATA**
08. City **033-23575666**
09. IFSC Code of the Branch **KOLKATA**
SBIN 0004289

The charges if any for payment through RTGS may be recovered from the Bill submitted by us.

Signature of Authorized Representative of Vendor
के. के. कोआरी / K. K. Coari
उप महाप्रबंधक (वित्त) / Dy. General Manager (Fin)
बी. एच. ई. एल. : पी.एस.ई.आर : कोलकाता - 700 091
BHEL: PSER / Kolkata-700 091

Confirmation by Banker with office seal


Note : Incorrect information will create Accounting complications and payment will be delayed

Annexure –BOCW

Specific clause wrt BOCW Act & Cess Act

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may , by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. In case where the contractor has been accorded written approval by the Construction Manager and the contractor is required to furnish information in Form I and deposit the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, fails to do so, BHEL reserves right to impose penalty at the rate of 30% of Cess Amount.
6. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
7. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
8. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.

Annexure –BOCWSpecific clause wrt BOCW Act & Cess Act

9. It shall be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :
 - (i) Number of Building Workers employed during preceding one month.
 - (ii) Number of Building workers registered as Beneficiary during preceding one month.
 - (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
 - (iv) Remittance of Contribution of Beneficiaries made during the preceding month
10. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
11. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board , within the fifteen days from such deduction.
12. If any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to withhold a reasonable amount from the payables to discharge any obligations on behalf of Contractors. The reasonable amount shall be decided by the Construction Manager in consultation with Resident Accounts Officer & Head HR and shall be final.
13. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

RTGS FORMAT

Form for getting payment through RTGS (Real Time Gross Settlement)

01. NAME OF VENDOR
02. ADDRESS
03. VENDOR'S BANK A/C NAME
04. VENDOR'S BANK A/C NO.
05. NAME OF BANK
06. NAME OF BRANCH
07. BRANCH PH. NO.
08. CITY
09. IFSC CODE OF THE BRANCH

THE CHARGES IF ANY FOR PAYMENT THROUGH RTGS MAY BE RECOVERED FROM THE BILL SUBMITTED BY US.

SIGNATURE OF AUTHORISED REPRESENTATIVE
OF VENDOR WITH DATE & SEAL

CONFIRMATION BY BANKER WITH
OFFICE SEAL

Note : Incorrect information will create accounting complications and payment will be delayed.

List of Consortium Banks *			
	Nationalised Banks		Nationalised Banks
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign banks
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank		Private banks
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank

* wef 22.03.2016