BHEL-ELECTRONICS DIVISION, BENGALURU COMMON CONTRACTING DEPARTMENT

NOTICE INVITING TENDER

Tender Ref No:	BHEL-EDN/ CCD-CAPEX/ CE-DIT/ GeM-02/24-25		
GEM REF NO:	GEM/2024/B/5468230 / 04.10.2024		
Tender Type	Open Tender -Two part (e-Tender)		
Scope of Procurement	SUPPLY OF 5 NOS. OF 2.5 KV DIGITAL INSULATION TESTER AT BHEL-EDN, BANGALORE.		
Delivery Location	MM-GI Stores, BHEL-Electronics Division, Mysore Road, Bengaluru-560026.		
Delivery Period			
Earnest Money Deposit Amount	Nil		
Contents of Tender Document.	A] Part-I Techno-Commercial Bid ANNEX-1A (PQR, Technical & Commercial Evaluation) ANNEX -1B (Scope of Supply, Installation and Commissioning.) ANNEX -1C (General Terms & Conditions of Contract) ANNEX -1D (Special Terms & Conditions of Contract) ANNEXURES-A TO H	Pages 21 02 09 01 11	
	B] Part- II Price Bid ANNEX –II (Price bid)(For Price Break up)	Pages 1	
Submission of offer	To be submitted electronically by logging to e-Procurement p (https://gem.gov.in.)	ortal (GeM)	
Due date and time for submission of offer	25.10.2024/ 16:00 Hr.		
Due date and time for opening of Technical bid	25.10.2024/ 16:30 Hr.		
Contact details for queries related to tender			
Address of Tender Inviting Authority	Shri. Vishal Singh, SDGM/ CCD Common Contracting Department (CCD) 2nd Floor, New Engineering Building BHEL-Electronics Division, Mysore Road Bengaluru-560026		
	GEM REF NO: Tender Type Scope of Procurement Delivery Location Delivery Period Earnest Money Deposit Amount Contents of Tender Document. Submission of offer Due date and time for submission of offer Due date and time for opening of Technical bid Contact details for queries related to tender Address of Tender Inviting	GEM REF NO: GEM/2024/B/5468230 / 04.10.2024 Tender Type Open Tender -Two part (e-Tender) Supply OF 5 NOS. OF 2.5 KV DIGITAL INSULATION TESTER A EDN, BANGALORE. MM-GI Stores, BHEL-Electronics Division, Mysore Road, Bengaluru-560026. Delivery Period Supply within 8 Weeks from the date of Purchase Order an Commissioning within 2 weeks after Receipt of Material at 1 Commissioning within 2 weeks after Receipt of Material at 1 ANNEX -18 (PQR, Technical & Commercial Evaluation) ANNEX -16 (General Terms & Conditions of Contract) ANNEX -10 (Special Terms & Conditions of Contract) ANNEX -11 (Price bid) (For Price Break up) Submission of offer To be submitted electronically by logging to e-Procurement p (https://gem.gov.in.) Due date and time for submission of offer Due date and time for opening of Technical bid Contact details for queries related to tender Address of Tender Inviting Authority Address of Tender Inviting Authority Submission, Mysore Road	

PART-I (TECHNO -COMMERCIAL BID)

INSTRUCTIONS TO THE TENDERER

- The bidder shall submit the bid online by logging in to user account of bidder on e-procurement portal (GeM) as specified in NIT. Offer submitted by any other mode is not acceptable.
- The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bidsubmission. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder in their computer before starting online submission.
- Bidder shall ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- The tender documents must be signed digitally / physically by Partner/ Director of the Firm or by the person holding
 the Power of Attorney on behalf of the Firm concerned for having accepted the conditions and upload in eprocurement portal. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany
 the offer.
- Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- Tenderer should arrange for the EMD as specified in the tender. EMD should be submitted as per Part-I(A)/Prequalification Bid/EMD (including EMD waiver, if any).
- In case EMD is paid through offline payment mode, the original should be posted/couriered/given in person in a sealed cover super scribing 'Tender number/date/Part-I(A)/EMD' to the Tender Inviting Authority, within the bid submission date and time for the tender.
- Techno-commercial bid will be considered only, if the Part-I(A)/Prequalification Bid/EMD is valid. EMD in any other form or tender without EMD will be summarily rejected.
- In case of offline payments, the hardcopies of Earnest Money Deposit (EMD) document/ DD submitted to CCD/BHEL-EDN, Bengaluru and the soft-copies uploaded at the time of online bid submission should be the same, otherwise the tender will be summarily rejected.
- Any deviation to this tender terms & conditions, and schedules of this tender will lead to rejection of the offer.
- Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by **BHEL-EDN, Bengaluru** or any other unit of BHEL or GOI will not be allowed to participate in the tender and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that the tenderer is black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
- Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
- Rates should be quoted as per the Work / Rate schedule (Price bid/Part –II). Rates quoted in any other form will not be accepted and will be rejected.
- If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the BHEL will reject such offer at any stage.
- Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact

Page 2 of 42

Contractor Signature

at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.

- The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- BHEL reserves the right to cancel the tender at any stage due to unavoidable circumstances.

Check list for submission of offer

Bidder shall submit the offer in two	parts as Part-I (Techno-commercial Bid) and Part-II (Price B	3id)
Part -I (Techno -Commercial bid)	shall contain following documents:	

- a) Duly Filled PQR, Technical and Commercial Conditions
- b) Duly Filled and Signed Annexures

Part-II (Price Bid)

a) Price quoted in GEM shall be inclusive of GST.

Price break-up of quoted rates shall be uploaded as per price bid format.

Sl. No	Description	Remarks
1	Check list for Part-I: Techno -Commercial Bid (Pre-	Qualification related documents)
1.1	Duly filled, Signed Techno-Commercial Bid (Annexure-IA) along with supporting documents.	□ Uploaded / □ Not uploaded
1.2	Duly Signed copy of Scope of Supply, Installation and Commissioning (Annexure-IB) General Terms & Conditions of Contract (Annexure-IC) Special Terms & Conditions of Contract (Annexure-ID)	□ Uploaded / □ Not uploaded
1.3	Duly Filled and signed Annexures -A to H (As applicable)	□ Uploaded / □ Not uploaded
1.4	Documentary evidence to meet Statutory Registration and License Criteria: Duly signed and sealed copy of Registrations 1) Income Tax Registration (PAN) 2) GST Registration. 3) Certificate of Incorporation (As applicable) 4) Partnership Deed (As applicable) 5) CA certificate for MSE status (As applicable) 6) Power of Attorney (As applicable)	All relevant documents □ uploaded / □ Not uploaded
2	Rates quoted shall be inclusive of GST and Price breakup to be uploaded as per Price bid format.	 □ Quoted Rates are inclusive of GST and Price breakup as per Price bid uploaded. □ Quoted Rates are excluding GST and Price breakup as per Price bid not uploaded.
3	All the information and relevant documents as asked in tender.	☐ Provided / ☐ Not Provided

ANNEXURE-1A

Date: 04.10.2024

PART-I (TECHNO -COMMERCIAL BID)

A: (BIDDERS PROFILE)

1.	Name of the Enterprise/ Company/ Firm.	
2.	Name of Directors / Partners / proprietor of Enterprise/ Company/ Firm	
3.	Registered Address of Enterprise/ Company/ Firm	
4.	Contact Details: Landline /Mobile number:	
5.	E-mail Address for communication w.r.t tender	E-mail ID:
6.	Name and Contact details of person for communication related to Tender	Name:
7.	Type of Business Entity	□ Sole proprietorship / □ Partnership □ Private Limited Company / □ Public Limited Company □ Public Sector / □ Govt. Org / □ Others (Pl. Specify) (Supporting document to be enclosed)
8.	Status of Firm as MSME / Start up recognized by DPIIT	☐ Micro ☐ Small ☐ Medium ☐ Start-up recognized by DPIIT ☐ None of the above (Supporting document to be enclosed)
9.	BHEL Vendor Code (If any)	

B: PRE-QUALIFICATION REQUIREMENT

SL NO	QUALIFYING PARAMETER	QUALIFYING VALUE	BIDDER'S RESPONSE	REAMRKS
1	OEM / Authorized Dealer	Bidder shall be Original Equipment Manufacturer (OEM) or its authorized dealer. An authorized dealer cannot quote for products from more than one OEM. In case Bidder is an Authorized dealer, Bidder shall submit a current authorization letter from OEM. The authorization letter shall contain the contact details (Name of contact Person, Postal Address, e-mail and Phone number) of OEM.	Bidder quoted as DEM (Original Equipment Manufacturer) Authorized Dealer Name of OEM: In case of Authorized Dealer: Authorization letter from OEM Enclosed with offer. Not enclosed with offer.	An authorized dealer cannot quote for the equipment from more than one OEM.
2	Manufacturing Base in India.	The OEM / OEM of Product which is offered by Authorized dealer should have the manufacturing base in India with necessary facilities to demonstrate the pre shipment inspection requirements. Bidder shall provide the Address and contact Details (Name of contact Person, Postal Address, e-mail and Phone number) of the Manufacturing Base.	Manufacturing Base of OEM in India for offered Equipment Address: Name of Contact Person: e-mail ID: Phone / Mobile No:	Non availability of manufacturing base of OEM in India for the offered Equipment / Non submission of information will lead to rejection of Offer.

3	Service after Sales for the offered equipment with spares support.	The OEM / Authorized dealer / Authorized Representative of OEM shall provide prompt After sales services at Bengaluru , Karnataka only by Trained technical manpower / Engineer for the offered equipment with spares support. Bidder shall provide declaration to this effect along with the authorization letter from OEM.	Declaration for providing Service after Sales with spares support for the offered equipment at <i>Bengaluru</i> , <i>Karnataka</i> Submitted with offer Not submitted with offer.	In case After Sales and Service support is to be provided by Authorized representative, a declaration to this effect to be furnished by the Representative along with authorization from OEM.
4	Experience of Supply, Installation and Commissioning of Equipment	The bidder should have supplied and commissioned in India after 31.03.2017, at least 1 (One) no. of 2.5 KV DIGITAL INSULATION TESTER Bidder shall provide details of customer with full contact details. BHEL at its discretion may independently approach any user for checking the performance of the reference supplies and after sales support. In case of any adverse remarks by users, BHEL reserves the right to reject the offer.	Details of customer to whom Equipment Supplied: Equipment Supplied: Name of Customer: Details of Contact Person (Customer):	Relaxation in experience shall be given to MSE / Start-up Firms. (Subject to meeting the Technical Capability)

5	Supply of New equipment	Offer shall be for new equipment and not for any refurbished / used equipment. All the parts used in the equipment shall be new and not used / refurbished ones.	The offered Equipment is New Used / Refurbished one.	Offer for Used / Refurbished Equipment will be rejected.
6	Warranty / Guarantee	Bidder shall provide warranty of the supplied material for 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.	Warranty for Supplied Equipment:	Non acceptance to provide Warranty will lead to rejection of offer.

C: TECHNO-COMMERCIAL TERMS AND CONDITIONS

Α	TECHNICAL SPECIFICAT	ION OF EQUIPMENT: SWITCHED	MODE POWER SUPPLY (SMPS)	
SL NO	PARAMETER	SPECIFICATION	BIDDER'S RESPONSE (Specification of offered Equipment)	REMARKS
1	Make of Offered Equipment	To be Specified by Bidder		
2	Model of Offered Equipment	To be Specified by Bidder		
3	Year of Manufacture of Offered Equipment	To be Specified by Bidder		
4	Catalogue of Offered Equipment	To be Provided by Bidder	☐ Submitted☐ Not submitted	
4	TYPE	Table Top portable type.		
5	DISPLAY	>3 Inch LCD/TFT with backlight option.		
6	VOLTAGE RANGE	0-2.5KV IN STEPS OF 250V, 500V, 1000V & 2500V		
7	IR RANGE	0-100 Giga Ohm		
8	IR ACCURACY	+/- 5%		
9	SHORT CIRCUIT CURRENT	<2.0 mA		

10	DISPLAY COUNTS	3 1/2 Digits	
11	POWER SUPPLY	Battery Operated	
12	WEIGHT	< 2.5 Kg.	
13	SAFETY STANDARD	IEC61010, CAT III	
14	OPERATIONAL REQUIREMENT	a. Manual Test Button should apply the megger as per operators required duration (3 Sec. to 2 Minutes) b. When test button is pressed, Voltage should start generating & Timer should start without any delay. c. On releasing Test button, voltage should cut off immediately and Timer should stop. Current value of voltage and IR with timer should display. d. Voltage and IR instantaneous / continuous value should start displaying as soon as Test button is pressed (within 3 secs) e. Auto discharge should initiate	
		after each cycle. a.Manual Voltage Range	
15	CONTROLS	selector switch	
		b. Manual Test Button.	
16	OPERATING TEMPERATURE	0 to 50 Degree Celsius	
17		a. Line, earth & Guard Pole (>= 3 Mtr. Each) with alligator clip.	
	ACCESSORIES	b. Batteries.	
		c. Impact Resistance Carrying Case.	

С	COMMERCIAL TERMS AND CONDITIONS			
1	OFFER PRICE AN	ID BID EVALUATION		
SL	DESCRIPTION	DETAILS	BIDDER'S RESPONSE	REMARKS
1.1	OFFER PRICE BREAK UP	Bidder shall quote separate price for " Supply" and "Erection and Commissioning (E&C)". The estimated percentage of E&C value is 5 % of Total Offer Value (Supply + E&C) In case the quoted value is less than the value (%) specified in the tender or separate E&C values are not mentioned in the offer, Value of E&C portion shall be deemed to be considered as the value mentioned above & accordingly supply value will be adjusted from the quoted value and balance will be released as per Payment Term indicated in tender.	Separate Price quoted for " Supply " and "Installation and Commissioning " Quoted / \(\subseteq \) Not Quoted.	Quoting in any other format will lead to rejection of offer.
1.2	OFFER PRICE SUBMITTED IN GEM	The quoted offer price in GEM against "Supply" and "Erection and Commissioning (E&C)" shall be inclusive of applicable GST and Offer Currency shall be INR. (The quoted offer price includes Material cost, Freight ,Packing & forwarding charges , Installation and commissioning Charges and any other charges including GST)	 □ The offer value quoted in GEM is in INR inclusive of Applicable GST. □ The offer value quoted in GEM is in exclusive of Applicable GST. 	Offer quoted in GEM exclusive of GST will lead to rejection of offer.

1.3	BID EVALUATION	The evaluation of Techno-Commercially qualified offers to arrive at L1 (Lowest Bid) shall be done based on "Net Cash Outflow to BHEL" and the evaluation Currency shall be INR. The Net cash outflow to BHEL shall be calculated as follows: Net Cash Outflow to BHEL= [(Offer Price excluding applicable GST) + (Applicable GST)-(GST Credit)] The Package wise lowest bidder shall be considered for award of work. In case Non MSE bidder is L1, MSE bidder with the offer price in the band of L1+15 will be given preference as per MSE Act.	☐ Accepted☐ Not Accepted	Non acceptance will lead to rejection of offer
1.4	BID VALIDITY	Quoted Prices shall remain firm during offer validity period i.e., 90 days from the date of techno-commercial Bid opening.	☐ Accepted☐ Not Accepted	Non acceptance will lead to rejection of offer
1.5	BID VALIDITY FOR SUCCESSFUL BIDDER	For Successful bidder, the award price shall remain firm during entire contract period or extended contract period. Price variation on any account is not permissible / acceptable.	☐ Accepted☐ Not Accepted	Non acceptance will lead to rejection of offer

2	PAYMENT TERMS				
2.1	Payment Terms	80% of Supply Value shall be made within 45 days from the date of receipt of material at BHEL as per Specification along with necessary documents such as Test Certificates, Manuals or any document as per tender. 20% of Supply Value and 100% of Erection and Commissioning (E&C) charges shall be made against E&C certificate issued by BHEL and submission of Performance Guarantee Certificate (PBG).	Payment Terms : Accepted Not Accepted	Any deviation / Non acceptance will lead to rejection of offer.	
3	DELIVERY				
3.1	Terms of Delivery	Ex- BHEL- EDN , Bangalore (Delivery of Material and Services consequential to supply shall be made to EDN/BHEL Bangalore)	☐ Accepted☐ Not Accepted	Non acceptance will lead to rejection of offer.	

3.2	Delivery Period: Time Period for "Supply" and "Erection & Commissioning (E&C)"	The contract Period shall be 10 weeks from Issue of Purchase Order. Time period for Supply: The time period for Supply of Equipment shall be 8 weeks from issue of Purchase order. Time Period for Erection and Commissioning (E&C): The time period for Erection and Commissioning (E&C) of Equipment shall be 2 weeks from the date of intimation from BHEL to vendor for readiness of Site. Bidder shall quote their earliest schedule for Supply and E&C against Schedule indicated above. BHEL reserves the right to accept an offer not meeting the NIT schedule.	□ Accepted □ Not Accepted	
3.3	Best possible Delivery Period as per Bidder	Bidder shall Indicate their best possible Delivery Period for " Supply" from the date of Issue of PO and best possible time for "E&C" after Intimation from BHEL. BHEL reserves the right to accept an offer not meeting the NIT schedule.	Best possible Delivery Period for "Supply"	

3.4	Permissible Deviation in Time period for "Supply" and "E&C" w.r.t schedule mentioned in NIT which is acceptable to BHEL.	Deviation of 1 week in Time period for "Supply" and 1 week in Time period for "E&C" w.r.t Delivery Period mentioned in NIT shall be acceptable.	No Deviation in delivery Period Sought. Deviation in Delivery Period For "Supply ":	Any deviation beyond permissible deviation in Delivery Period will lead to rejection of offer.
3.8	Rescheduling of Deliveries	BHEL reserves the right of postponement, rescheduling or staggering of delivery based on the project schedule. No compensation / payment shall be admissible on account of rescheduling of deliveries.	☐ Accepted☐ Not Accepted	Non acceptance will lead to rejection of offer.

4	LD AND PENALTY			
4.1	Penalty for delay in "Supply" and "Erection & Commissioning (E&C)"	Penalty on delay in "Supply" and / or "E&C" will be applicable for the delays attributable to vendor. Penalty will be considered separately for "Supply" and Erection and Commissioning (E&C) w.r.t delivery schedule mentioned in PO. For the purpose of penalty for delay in "Supply" of the equipment the duration shall be reckoned from the date of issue of Purchase order by BHEL. The Penalty for delayed supply shall be @0.5% per week of delay of Total PO value (Supply +E&C) in supply subject to maximum of 10% of total PO value. The Penalty for delayed E&C shall be @0.5% per week of delay of Total PO value (Supply +E&C) in supply subject to maximum of 10% of total PO value. Maximum penalty for delay in Supply and E&C together shall be limited to 15% of Total PO value.	□ Accepted □ Not Accepted	Non acceptance will lead to rejection of offer

5	PERFORMANCE SECURITY			
5.1	Performance Bank Guarantee (PBG): (Applicable for Successful bidder for all Award Value)	The successful bidder shall furnish a Performance Bank Guarantee (CEBG) for 10% of total PO value immediately after completion of E&C of equipment and before submission of E & C Bill. The PBG shall be valid until 30 days beyond the warranty Period. If vendor fails to submit PBG on time, vendors agrees to accept for the final 10% payment, payable after the warranty period + 6 months of claim period against supplementary invoice subject to the completion of commissioning (if applicable).	☐ Accepted☐ Not Accepted	Non acceptance will lead to rejection of offer
5.2	Bank Charges	All bank charges required to be paid for participating in Tender / to comply with tender terms and conditions during execution of contract shall be borne by Vendor.	☐ Accepted☐ Not Accepted	Non acceptance will lead to rejection of offer
6	STATUTORY AND	LEGAL COMPLIANCE		
6.1	Compliance to GFR 2017 Rule 144(xi) Restrictions on procurement from a bidder of a country which shares a land border with India	Declaration for <i>GFR 2017 Rule 144(Xi)</i> as per attached format to be submitted by bidder.	Declaration for GFR 2017 Rule 144(Xi) as per Format □ Enclosed with offer □ Not enclosed with offer	Non submission of declaration in Bidders Company Letter Head as per Format will lead to rejection of offer.

6.2	Compliance to clause 9 (a) of Revised Public Procurement (Preference to Make in India Order, 2017) of DPIIT Dated 13.06.2020.	Declaration for <i>Make in India</i> as per attached format to be submitted by bidder.	Declaration for Make in India as per Format □ Enclosed with offer □ Not enclosed with offer	Non submission of declaration in Bidders Company Letter Head as per Format will lead to rejection of offer.
6.3	Compliance to MSME Act 2006, Public Procurement Policy-2012 and Related circulars w.r.t relaxation in EMD, PQR and preference in procurement.	Bidder shall provide details w.r.t Status of firm as Micro / Small Enterprises / Start up recognized by Competent Authority. Valid Registration Certificate along with CA certificate for MSE status as per attached format to be enclosed. In case valid documents are not provided, Bidder shall not be eligible for relaxation in EMD, PQR and no preference shall be considered in procurement.	Status of Bidder: Micro Enterprise Small Enterprise Medium Enterprise Start Up Enterprise Others Copy of Registration as Micro / Small / Medium / Start up along with CA certificate for MSE status Enclosed with offer Not enclosed with offer Not applicable	Submission of same after technocommercial evaluation will not be accepted.

6.4	No Deviation w.r.t General Terms and Conditions of Contract as per NIT	Bidder shall provide declaration for unconditional acceptance to General Terms and Conditions of Contract Any deviation mentioned anywhere in the offer shall be ignored and shall not be considered for evaluation.	Declaration for No Deviation as per Format Enclosed with offer Not enclosed with offer	Non submission of declaration in Bidders Company Letter Head as per Format will lead to rejection of offer.
6.5	Reverse Auction (RA)	BHEL reserves the right to conduct Reverse Auction amongst Techno-Commercially Qualified Bidders as per RA guidelines through GEM. In case of non-acceptance for Participation in Reverse auction (RA), Price bid of Techno-commercially qualified bidders not accepting for RA and Offer value after RA shall be considered for arriving at L1.	☐ Agreed for participation in RA (Reverse Auction) ☐ Not Agreed for Participation in RA (Reverse Auction)	

7	GOODS AND SERV	/ICES TAX (GST)		
7.1	GST REGISTRATION OF BIDDER	Bidder shall provide GST No. allotted to their organization. Copy of GST and PAN to be enclosed.	PAN: GST No: Copy of PAN and GST Registration Enclosed with offer Not enclosed with Offer.	
7.2	GST CODES FOR SUPPLY AND SERVICES	HSN code for Material ("Supply") and SAC code for Services ("E&C") and applicable GST % against Supply and E&C to be indicated.	HSN Code for " Equipment ": SAC Code for " Installation and commissioning ":	
7.3	SUBMISSION OF GST INVOICE	Bidder shall submit GST invoice complete in all respect as per GST council at least 45 days prior to the cut-off date* (Time limit as declared by GST Council) to enable BHEL to avail GST Credit. *The cut-off date as of now is September of the subsequent Financial year. The provision of Tax Collected at Source (TCS) is applicable for this tender. In case BHEL is not able to avail GST Credit due to non-submission of complete set of invoice and other supporting billing documents as per PO within the above mentioned cut-off date	☐ Accepted☐ Not Accepted	

PART-I (TECHNO COMMERCIAL BID)

BILL OF QUANTITY, SCOPE OF SUPPLY, ERECTION AND COMMISSIONING

A. BILL OF QUANTITY

SL NO	DESCRIPTION	UOM	QTY
A	Supply of 2.5 KV DIGITAL INSULATION TESTER as per Purchase Specification.		
A.1	Charges towards Supply of 2.5 KV DIGITAL INSULATION TESTER as per Purchase Specification including Freight Charges at BHEL-EDN, Bangalore -560026.		5
В	Installation and Commissioning of 2.5 KV DIGITAL INSULATION TESTER as per Purchase Specification.		
B.1	Charges towards Installation and Commissioning of 2.5 KV DIGITAL INSULATION TESTER as per Purchase Specification at BHEL-EDN, Bangalore.	No.	5
	(Installation and Commissioning charges shall be minimum 5 % of Total Offer Price for the equipment)		

B. SCOPE OF SUPPLY: The Specification of Equipment to be Supplied is as follows:

	TECHNICAL SPECIFICATION OF EQUIPMENT:		
SL NO	PARAMETER	SPECIFICATION	
1	ТҮРЕ	Table Top portable type.	
2	DISPLAY	>3 Inch LCD/TFT with backlight option.	
3	VOLTAGE RANGE	0-2.5KV IN STEPS OF 250V, 500V, 1000V &2500V	
4	VOLTAGE ACCURACY	+/- 20%	
5	IR RANGE	0-100 Giga Ohm	
6	IR ACCURACY	+/- 5%	
7	SHORT CIRCUIT CURRENT	<2.0 mA	

8	DISPLAY COUNTS	3 1/2 Digits
9	POWER SUPPLY	Battery Operated
10	WEIGHT	< 2.5 Kg.
		a. Manual Test Button should apply the megger as per operators required duration (3 Sec. to 2 Minutes)
	ODEDATIONAL	b. When test button is pressed , Voltage should start generating & Timer should start without any delay.
12	OPERATIONAL REQUIREMENT	c. On releasing Test button, voltage should cut off immediately and Timer should stop. Current value of voltage and IR with timer should display.
		d. Voltage and IR instantaneous / continuous value should start displaying as soon as Test button is pressed (within 3 secs)
		e. Auto discharge should initiate after each cycle.
10	CONTROLS	a.Manual Voltage Range selector switch
13	CONTROLS	b. Manual Test Button.
14	OPERATING TEMPERATURE	0 to 50 Degree Celsius
4.5		a. Line, earth & Guard Pole (>= 3 Mtr. Each) with alligator clip.
15	ACCESSORIES	b. Batteries.
		c. Impact Resistance Carrying Case.

Documents to be enclosed along with the Equipment:

- 1) Test Certificates to prove the performance of Offered Equipment as per Technical Specification, User manual and Electrical Circuit Diagram to be provided along with the Equipment.
- 2) Bidder shall demonstrate Performance of the Equipment as per Technical Specification during **Pre Dispatch Inspection.**

C. SCOPE OF INSTALLATION AND COMMISIONING OF SUPPLIED EQUIPMENT

Bidder shall Commission the Equipment at BHEL-EDN, Bangalore-560026.

PART-I (TECHNO -COMMERCIAL BID)

ANNEXURE-IC

Date: 04.10.2024

GENERAL TERMS & CONDITIONS OF CONTRACT

1. DEFINITION

In these General Conditions of Contract, the following terms shall have meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual Purchase orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the BHEL to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **HOD** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including **AGM / CCD** authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.

2. HEADING TO THE CONTRACT

The heading to these conditions shall not affect the interpretations thereof.

3. DEVIATIONS

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the respective area HOD. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

4. SUPPLY, ERECTION AND COMMISIONING TO BE CARRIED OUT

The Contract shall include all labour, materials, tools, plant, equipment and transport which may be required for Supply, Erection and Commissioning of Equipment.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

Page 22 of 42

Contractor Signature

Tender Ref No: BHEL-EDN/ CCD-CAPEX/ CE-DIT/ GeM-02/24-25 Date: 04.10.2024

5. ASSIGNMENT OF TRANSFER OF CONTRACT

The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.

6. SUB CONTRACT

The Contractor shall not sublet any portion of the contract.

7. COMPLIANCE TO REGULATIONS AND BYE -LAWS

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE

- 1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
- 2. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
- 3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- 4. Invoices will be processed only upon completion of statutory requirement and further subject to following:
- a) Vendor declaring such invoice in Form GST ANX-1
- b) Receipt of Goods or Services and Tax invoice by BHEL
- 5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
- 6. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- 7. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor

- 8. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
- 9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- 10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
- 11. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

9. ORDERS UNDER THE CONTRACT

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

10. PRECAUTIONS AGAINST RISK

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

11. DAMAGE / LOSS TO PROPERTY & INJURY TO WORKMEN

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

12. LAWS GOVERNING THE CONTRACT

The contract shall be governed by the Indian Laws for the time being in force.

13. CANCELLATION OF CONTRACT FOR CORRUPT ACTS

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

Page 24 of 42

Contractor Signature

Tender Ref No: BHEL-EDN/ CCD-CAPEX/ CE-DIT/ GeM-02/24-25

If the Contractor shall:

a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service, OR

b) enter into a contract or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,

OR

c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

14. CANCELLATION OF CONTRACT FOR INSOLVANCY ASSIGMENT OR SUBLETTING OF CONTRACT

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

OR

b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall a rise which entitle the Court or debenture holders to appoint a receiver or Manager.

OR

- c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.
- d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means.
- e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.
- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

15. CANCELLATION OF CONTRACT IN PART OR FULL ON CONTRACTOR'S DEFAULT

Page **25** of **42**

Contractor Signature

Tender Ref No: BHEL-EDN/ CCD-CAPEX/ CE-DIT/ GeM-02/24-25

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:

BHEL may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area **HOD** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

16. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

17. SPECIAL POWER TO TERMINATION

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area **HOD** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

18. RECOVERY FROM CONTRACTOR

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit unless the contractor pays the claim on demand.

19. POST TECHNICAL AUDIT OF SUPPLY AND BILLS

BHEL reserves the right to carry out the post-payment Audit and technical examination of the Supply, Erection and commissioning of Equipment and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

20. REFUND OF SECURITY DEPOSIT

The Security Deposit may be refunded to the Contractor after completion of the contract provided, after the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

Tender Ref No: BHEL-EDN/ CCD-CAPEX/ CE-DIT/ GeM-02/24-25 Date: 04.10.2024

21. FORCE MAJEURE CLAUSE

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the respective area **HOD** at his discretion subject to prompt notification by the contractor.

22. ARBITRATION

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the **BHEL-EDN**, **Bengaluru**.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be **Bengaluru** (the place from where the contract is issued)

The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at **Bengaluru** (PI incorporate the name of the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the contract has been terminated by either party in terms of this contract.

In case of contract with Public Sector Enterprises (PSE) or a Government Department, the following shall be applicable

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration

Page 27 of 42

Contractor Signature

under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

23. JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at **Bengaluru**, **Karnataka** only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 25.

24. SECRACY OF CONFIDENTIAL INFORMATION:

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

25. SIGNING OF CONTRACT

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

29. FRAUD PREVENTION POLICY

The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <code>http://www.bhel.com</code> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice".

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

30. CONFLICT OF INTEREST

"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(s) 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

Page 28 of 42

Contractor Signature

- 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) Procurement directly from the manufacturers/ suppliers shall be preferred. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
- 1. The principal manufacturer directly or through one Indian agent on his behalf; and
- 2. Indian/foreign agent on behalf of only one principal;

In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.

The extant guidelines issued by SS&P, Corp. Office for regulation of Agents of foreign principals shall be followed.

- 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."

31. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

Penal action can be initiated on the suppliers / Contractors in line with extant 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on http://www.bhel.comon "supplier registration page".

32. BREACH OF CONTRACT, REMEDIES AND TERMINATION:

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the contract is at least 10% of the contract value, the same shall be encashed.

In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies shall be pursued.

The balance scope of work 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.

33. PREFERENCE TO MAKE IN INDIA

"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if it is issued after this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-ID

Date: 04.10.2024

SPECIAL TERMS & CONDITIONS OF CONTRACT

1. PARTICIPATION.

The Parties who have been suspended or black listed or issued with "Show Cause Notice "by BHEL, EDN Bengaluru or any other BHEL Unit will not be allowed to participate in the Tender.

Other than the bidder, none of its group concerns or affiliates etc. shall participate in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s). The bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender.

2. EVALUATION CRITERIA:

- a. Technical Bids of tenderers will be evaluated for the Pre-Qualification/Technical / Commercial Eligibility Criteria on the basis of supporting documents and track record of the bidder.
- b. Price Bids of only those tenderers who are found to meet the Pre-Qualification/Technical Eligibility Criteria will be opened. Price Bids will be opened with prior information to the eligible bidders to facilitate the presence of the bidders or their authorized representatives to witness the Price Bid opening.

3. CRITERIA FOR AWARD OF WORK:

1. The evaluation of offer for award of work shall be on the basis of "Total Cost to BHEL/ **Net Cash outflow to BHEL after taking into account applicable Taxes and Duties.**

2. The work will be awarded on Package Wise L1 basis.

- 3. In case there are more than one L1 bidders, BHEL will invite fresh revised price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected based on draw of lots.
- 4. The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

4. METHOD OF EVALUATION OF PRICES

Priority / Ranking

1. Net cash outflow to BHEL including all charges, incidentals etc., inclusive of Goods & Service tax.

5. RATE FINALIZATION

- 1. Lowest prices received against BHEL Tender need not be the acceptable to BHEL and in that case BHEL would not consider the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons.
- 2. Tenderers are requested to give their best prices at the first instant itself.
- 3. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL may resort to short closure of this Tender.

6. FINALIZATION OF CONTRACT BY ADOPTING "REVERSE AUCTION":

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on GEM Portal) 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."

Page 30 of 42

Contractor Signature

ANNEXURES

ANNEXURE-A

Date: 04.10.2024

A.EMD PAYMENT WIDE SBI-E COLLECT

This explains how to make Payments towards Earnest Money Deposit (EMD) to BHEL-EDN, Bengaluru through SBI-E collect. Payments can be made using Internet Banking, Debit Cards/Credit Cards etc. SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE TO REMIT EMD AGAINST TENDER NOTIFICATION:

Login to https://www.onlinesbi.com

- 1. Select State Bank Collect available on the top (pre login page)
- 2. Accept the terms and conditions and click "PROCEED"
- 3. Select State of Corporation / Institution as "KARNATAKA"
- 4. Type of Corporate / Institution as "PSU-Public Sector undertaking".
- 4. Select PSU-Public Sector Undertaking Name as "BHARAT HEAVY ELECTRICALS LIMITED" and click "SUBMIT".
- 5. In the next page, Select Payment Category as "OTHERS" and Sub Category as "EMD" (As applicable), fill details correctly & click "SUBMIT".
- 6. If all details entered are correctly populated, click "CONFIRM "to proceed.
- 7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
- 8. SAVE & Keep the copy of receipt for future reference.

PROCEDURE TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

- 1. Login to www.onlinesbi.com
- 2. Select State Bank Collect available on the top (pre login page)
- 3. Accept the terms and conditions and click "PROCEED"
- 4. Select "PAYMENT HISTORY "option available on the left side of screen.
- 5. Using two options as mentioned below, you can get the receipt:
- a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
- b. It you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.
- 6. In the next page, take print out of receipt.

A.1: EMD amount may also be remitted through NEFT/RTGS to BHEL account as per following detail:

Name of Bank: PUNJAB NATIONAL BANK Branch: BHEL MYSORE ROAD

IFSC code: PUNB0424700 Account Number: 4247002100500157

ANNEXURE-B

Date: 04.10.2024

Certificate by Chartered Accountant on letter head for MSME bidder

ereinafter referred to as 'company' / Partnership Firm / Proprietorship) having its registered office at				
s registered under Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act, 2006) having Jdyam Registration Number No:				
Category:, (Micro/Small/Medium). (Copy enclosed).				
Further Verified from the Books of Accounts, the investment and turnover of enterprise for the latest audited inancial year is as follows:				
 Investment in plant and machinery or equipment (i.e. all tangible assets other than land and building, furniture and fittings) calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is ₹Lakh. 				
2. Turnover of the enterprise calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is ₹Lakh.				
3. The above investment in plant and machinery or equipment is within the permissible limit of ₹				
Date:				
(Signature) Name – Membership Number – Seal of Chartered Accountant.				

ANNEXURE-C

Date: 04.10.2024

NO DEVIATION CUM DECLARATION CERTIFICATE

On Bidder Letter Head

I	/ We N	Λ.	/s	ave
Į,	vve, r	/1/	/ S	uve

read and clearly understood all the Terms and conditions in Tender Schedule of "SUPPLY OF 5 NOS. OF 2.5 KV DIGITAL INSULATION TESTER AT BHEL-EDN, BANGALORE." Tender Ref No: BHEL-EDN/ CCD-CAPEX/ CE-DIT/ GeM-02/24-25 /Date: 04.10.2024 and accordingly we accept the same without any deviation what so ever.

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the techno-commercial / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation.
- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL-Electronics Division, Bengaluru or any other BHEL Unit or any PSU/ Government organization.
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).
- I/ We confirm that I/ We 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.
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.

(Contractor Signature with Seal)

ANNEXURE-D

Date: 04.10.2024

On Bidder Letter Head

70,
1/s Bharat Heavy Electricals Ltd. Electronics Division, Mysore Road,' Cangalore – 560026
ub: Certificate as per Annex-III (transitional cases) of Restrictions Under Rule 144 (xi) of the eneral Financial Rules (GFRs) 2017, Dated 23.07.2020.
'ender Ref:
(authorized signatory for M/s) have read the
lause regarding restrictions on procurement from a bidder of a country which shares a land border with
ndia ,
Ve, M/s
[Vendor Name & Address] hereby certify that we re not from such a country and is eligible to be considered.
or M/s
uthorized Signatory with company seal & Name)

ANNEXURE-E

Date: 04.10.2024

On Bidder Letter Head

To,
M/s Bharat Heavy Electricals Ltd. Electronics Division, Mysore Road,'
Bangalore – 560026
Sub: Certificate as per clause 9 (a) of Revised Public Procurement (Preference to Make in India Order, 2017 of DPIIT dated 13.06.2020.
Tender Ref:
I (authorized signatory for M/s) a 'Class-I Local
Supplier' / 'Class-II Local Supplier' at the time of tender, bidding or solicitation hereby confirm that the item
meets the Local Content requirement for 'Class-I Local Supplier' / 'Class-II Local Supplier' (Tick appropriate
option & cut the other one) and the Local Content percentage is
The address is as below, where the local content / value addition is made:
[Factory Address]
For M/s
Authorized Signatory (with company seal & Name)

BANK GUARANTEE FOR PERFORMANCE SECURITY

ANNEXURE-F

Bank Guarantee No:

Date:

To Bharat Heavy Electricals Limited Electronics Division, Bangalore

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, New Delhi - 110 049, India through its Unit BHEL-Electronics Division, Bangalore having awarded to NAME OF THE VENDOR/COMPANY with its registered office at ADDRESS OF THE VENDOR/COMPANY hereinafter referred to as the 'Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), Gem Bid Reference and GeM Contract Ref No dated xx.xx.202x valued at ₹.XX.00 (Rupees In Words Only) for Supply and installation of X No. NAME OF THE ITEM (hereinafter called the 'Contract') and the Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to 10% (Ten Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, NAME OF THE BANK, having registered/Head office at PLACE and inter alia a branch at NAME OF THE BRANCH, being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums up to a maximum amount of ₹.XX.00 (Rupees In Words Only) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Page 36 of 42

Contractor Signature

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹.XX.00 (Rupees In Words Only).

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Supplier shall have no claim against us for making such payment.

We the NAME OF THE BANK, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We NAME OF THE BANK, further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Supplier 's liabilities.

This Guarantee shall remain in force up to and including XX.XX.202X and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the 31.01.2026 we shall be discharged from all liabilities under this guarantee thereafter.

We, NAME OF THE BANK, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed ₹.XX.00 (Rupees In Words Only)
- b) This Guarantee shall be valid up to XX.XX.202X
- c) Unless the Bank is served a written claim or demand on or before XX.XX.202X all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, NAME OF THE BANK, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of (Name of the Bank)

Date: 04.10.2024

Dated	
Place of	f Issue

Page 38 of 42

Note:

- 1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/contract entered with the Vendor.
- 2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier/Bank issuing the guarantee.
- 3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Dept.
- 4. In Case of Bank Guarantees submitted by Foreign Vendors-
- **a.** From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- **b.** From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor Country's Bank)
- **b.1**In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
- **b.2**In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
- **b.3**The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

ANNEXURE-G

Date: 04.10.2024

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

10 THE	E PURCHASE/CONTRACT EXECUTING	AGENCY/BHEL
1	NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR	
2	VENDOR CODE assigned by BHEL	
		Details of Bank Account:
3	NAME & ADDRESS OF THE BANK	
4	NAME OF THE BRANCH	
5	BRANCH CODE	
6	MICR CODE	
7	ACCOUNT NUMBER	
8	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
9	BENEFICIERY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE/MOBILE NO.	
/ We a Heavy I	lso agree that payments made to the Electricals Limited. I / We also agree t	TGS Transfer mode by credit to my / our above mentioned Bank Account a above mentioned Account is a valid discharge of the liability of Bhar to bear the applicable Bank Charges for the above mode of transfer. A cop of the above account is sent herewith.
		AUTHORISED SIGNATORY WITH NAME SEA
of		Banker's Certification g RTGS and NEFT credits and we further confirm that the account number (name of account holder), the MICR and IFSC codes of our Branch mentioned above are correct.
PLACE Date:		(Manager / Officer's) Signature Under Bank stamp and Name Seal with Membership No.
		(Telephone / Mobile No)
Forwar	ded to Accounts Dept. We confirm the a	above details are verified with the records available with us.
Signatu	re of the BHEL Executive with Name S	eal (Operating the Contract/Services)

Page **40** of **42**

Contractor Signature

ANNEXURE-H

List of Consortium Banks						
Sl. No.	Bank Name	Type of Bank				
1	Bank of Baroda	PSU Bank				
2	Canara Bank	PSU Bank				
3	Central Bank	PSU Bank				
4	HDFC Bank Limited	PSU Bank				
5	Indian Bank	PSU Bank				
6	Indian Overseas Bank	PSU Bank				
7	Punjab National Bank	PSU Bank				
8	State Bank of India	PSU Bank				
9	Union Bank of India	PSU Bank				
10	Axis Bank	Private Bank				
11	Federal Bank Limited	Private Bank				
12	ICICI Bank Limited	Private Bank				
13	IDBI Bank Limited	Private Bank				
14	IndusInd Bank Limited	Private Bank				
15	Kotak Mahindra Bank Limited	Private Bank				
16	RBL Bank Ltd.	Private Bank				
17	Yes Bank Limited	Private Bank				
18	Citi Bank N.A.	Foreign Bank				
19	Deutsche Bank	Foreign Bank				
20	Exim Bank	Foreign Bank				
21	Hong Kong and Shanghai Banking Corporation Ltd	Foreign Bank				
22	Standard Chartered Bank	Foreign Bank				

ANNEXURE-II

Date: 04.10.2024

PART-II (PRICE BID) (For price Break up)

SL NO	DESCRIPTION	UOM	QTY	Unit Rate	VALUE	
A	A Supply of 2.5 KV DIGITAL INSULATION TESTER as per Purchase Specification.					
A.1	Charges towards Supply of 2.5 KV DIGITAL INSULATION TESTER as per Purchase Specification (including Freight charges) at BHEL-EDN, Bangalore-560026.	No.	5			
Charges for "Supply " of Equipment(₹)(A1)						
	Applicable GST @%(₹)(A2)					
	Charges for "Supply " of Equip	oment includ	ding GST(₹)(A=A1+A2)		
В	Installation and Commissioning of 2.5 KV Di Specification.	r Purchase				
B.1	Charges towards Installation and Commissioning of 2.5 KV DIGITAL INSULATION TESTER at BHEL-EDN, Bangalore. (Installation and Commissioning charges shall be minimum 5 % of Total Offer Price for the equipment)	No.	5			
	Charges for " Insta					
	Applicable GST on Charges for " Installat					
Tota	Total Charges for "Installation and Commissioning" including GST(₹)(B=B1+B2)					
Total Offer Value for Supply, Installation and commissioning of Equipment including GST(₹)(C=A+B)						

Note: The Break up to be uploaded along with Price Bid.

Filled Price bid shall not be submitted along with Techno-commercial Bid