

**M/S. OPEN TENDER****DUEDATE****21-01-2023**

BHEL

HARIDWAR249403

**Vendor Code****00001**

INDIA

-

SL	MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO	LOT DELIVERY QTY SCHEDULE
1	ZWA020301014 CNC HORIZONTAL BORER SPINDLE DIA 160 MM AS PER ENCLOSED SPECIFICATIONS NO DPT-0010 SIZE: - DIM.: -	1	NO	1	1 31/03/24

\*\* IMPORTANT: This enquiry is 2 part tender. Techno-Commercial bid (Part-1) & Price Bids (Part-2) should be submitted in separate envelopes. These two envelopes should be submitted in a common sealed envelope. Techno-Commercial Bid shall contain detailed Technical Specification, Drawings Technical documents, Catalogues, taxes & duties, payment terms, delivery period, Validity of offer, Replica of Price Bid (Copy of price bid without price part) etc. The confirmation to the special terms & conditions must be submitted alongwith Techno-Commercial bid.

Special Instructions:

1. E&C TIME PERIOD SHALL BE 90 DAYS FROM THE FIRST INTIMATION BY BHEL.
2. ITC WILL BE APPLICABLE.
3. GUARANTEE PERIOD IS TWO YEARS AFTER DATE OF SUCCESSFUL COMMISSIONING.
4. E & C CHARGES AS 5.0 % OF EQUIPEMENT COST MAY BE CONSIDERED.
5. VENDOR MUST REPLY AGAINST THE EACH POINTS OF TENDER TECHNICAL SPECIFICATION.
6. VENDOR SHALL INFORM BHEL AT LEAST 45 DAYS BEFORE THE DATE OF PDI.

General Instructions:

Please visit our site [www.bhelhwr.co.in](http://www.bhelhwr.co.in) for latest version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of latest GISTC. Terms & Conditions printed overleaf of this Standard Tender enquiry format are null & void. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued

MATERIAL CODE  
ITEM DESCRIPTION

QUANTITY UNIT LOTNO

by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WP 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.

Default purchase preference under Make in India order shall be 20% to suppliers with default minimum local content of 50% for all items / works / services. For further details, please refer latest version of GISTC.

Procurements where the Estimated value to be procured is less than Rs. 5 lakhs shall be exempted from Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018

Kindly produce GeM seller Id with documentary proof along with your Bids/offers for case Value more than 25 Lacs.

**SANJAY SINGH**

**SR ENGINEER**

**SANJAY  
SINGH**

Digitally signed by SANJAY SINGH  
DN: cn=SANJAY SINGH, o=BHARAT  
HEAVY ELECTRICALS LIMITED,  
ou=DEPUTY MANAGER, CAPITAL  
PURCHASE, HEAVY ELECTRICALS  
EQUIPMENT PLANT, RANIPUR,  
HARIDWAR-249403, UTTRAKHAND,  
email=sanjay.singh@bhel.in, c=IN  
Adobe Acrobat Reader version:  
2022.003.20282

**Tender Enquiry No. 2746/C/6580/2022/2240/T1 for CNC HORIZONTAL BORER.**

**BHARAT HEAVY ELECTRICALS LIMITED**

**HEEP: HARDWAR-249 403 (UA)**

**Fax : +91 1334-226462, Phone : +911334-281147 ; Mobile : +91 9899095970**

**E-mail: [sanjay.singh@bhel.in](mailto:sanjay.singh@bhel.in)**

**No. CAP/DABG/2022-23**

**Date: 22-December-2022**

**Subject: Tender as detailed below:**

**OPEN TENDER ENQUIRY**

1. Sealed tenders with the Tender No. and opening date clearly super scribed on the cover are invited for the supply of the following items.
2. Last date for obtaining tender documents and opening of tenders is indicated against each tender. Tenders will be received up to 1.45 P.M. on opening date and opened on the same day at 2.00 P.M. in the Tender Room.
3. After downloading the tender documents from web site, while submitting the tender as detailed in "Instruction to Bidders", intending vendors must remit the requisite EMD in the form of Cash (as permissible under Income Tax Act) / Pay Order / Demand draft / e-payment (in case of foreign bidders only). **EMD in the form of Cheque / Bank Guarantee are not acceptable.**
4. BHEL will not be responsible for any type of postal delay / incomplete information from vendor.
5. Other terms and conditions will be as per tender documents.

Sl. No.	Tender No.	Description of Equipment	Qty. (No.)	Last date to get from BHEL	Opening date
1.	2746/C/6580/2022/2240/T1	CNC HORIZONTAL BORER	01-No. (As per Tender Enquiry)	21-01-2023; 01:45 PM	21-01-2023; 02:00 PM

- Technical specifications enclosed.
- Test Certificate are required.
- GST Input Tax credit available.
- Erection & Commissioning is required at site.
- PDI is required & Vendor shall inform to BHEL at least 45 days before the date of PDI.
- User Manual required for equipment along with drawings.
- Guarantee certificate to be provided for 24months from the date of successful commissioning.
- Early Delivery is not Acceptable.
- User Manuals required for all equipment along with drawings.
- Operation and Maintenance manuals are required.
- Recommended spares are required.
- Special Tools are required.
- Participating bidders are requested to reply against each and every point of Technical Specification, and Commercial terms and conditions.
- Wherever Service charges like Supervision, Inspection, etc. consequent or incidental to supply are envisaged in tender, such charges should not exceed 2% of the total contract value. It is recommended that such charges be sought on per visit/per day basis, and the evaluation of the tender is to be done including the cost of the service charges.

PLEASE NOTE THAT DRWAINGS AND SKETCHES AS REFERRED IN THE TECHNICAL SPECIFICATIONS SHALL BE FURNISH ONLY AFTER SIGNED AND **STAMPED NON-DISCLOSURE DOCUMENT** (Annexure VII) IS RECEIVED FROM THE VENDOR.

**For & ON BEHALF OF BHEL, HARDWAR / (Capital Purchase)**

**SANJAY SINGH**

Digitally signed by SANJAY SINGH

DN: cn=SANJAY SINGH, o=BHARAT HEAVY ELECTRICALS LIMITED, ou=DEPUTY MANAGER, CAPITAL PURCHASE, HEAVY ELECTRICALS EQUIPMENT PLANT, RANIPUR, HARIDWAR-249403, UTTRAKHAND, email=sanjay.singh@bhel.in, c=IN  
Adobe Acrobat Reader version: 2022.003.20282

**Tender Enquiry No. 2746/C/6580/2022/2240/T1 for CNC HORIZONTAL BORER.**

**BHARAT HEAVY ELECTRICALS LIMITED**

**HEEP: HARDWAR-249 403 (UA)**

**Fax : +91 1334-226462, Phone : +911334-281147 ; Mobile : +91 9899095970**

**E-mail: [sanjay.singh@bhel.in](mailto:sanjay.singh@bhel.in)**

**No. CAP/DABG/2022-23**

**Date: 22-December-2022**

**M/s .....**

**Sub: Open Tender Enquiry No. 2746/C/6580/2022/2240/T1**

We are pleased to invite your offer in **TWO PARTS (PART-I & PART-II)** strictly as per enclosed terms and conditions and “Instruction to Bidders”, in sealed covers for the under mentioned equipment / systems.

<b>Sl. No.</b>	<b>Description of Equipment</b>	<b>Qty. (No.)</b>	<b>Delivery Required</b>	<b>EMD (Earnest Money Deposit)</b>
1.	CNC HORIZONTAL BORER	As per Tender Enquiry	31-03-2024	Rs. 2,00,000.00

Please submit your lowest quotation / offer for the above requirement subject to our terms and conditions. Your offer should reach us on or before the due date by 1.45 PM.

**NOTE: The vendors should submit their best price at this stage itself and they will not be allowed to revise the price. Any revision / discount given by vendor subsequently will be ignored.**

Any clarification on technical specifications can be obtained from BHEL before tender opening. Vendors are welcome to have pre-bid meeting with BHEL engineers for better understanding our requirements

**PROCEDURE FOR SUBMISSION OF OFFER FOR E – TENDER**

Procedure for Submission of Tender is available in the “Bidder Manual for BHEL Bidders” at E-tender portal <https://eprocurebhel.co.in/nicgep/app>. Terms and conditions mentioned therein shall form integral part of the NIT and bidders shall abide by the same.

The Offers are invited through our website on e-tender portal <https://eprocurebhel.co.in/nicgep/app> only. Quotation received through any other mode will not be considered.

To secure the bids/quotations submitted by you, BHEL uses PKI (Public Key Infrastructure) Technology for authentication which uses Digital Signature Certificates (DSC-Class 3b, SHA2, 2048bit, Signing and encryption). Offer should be strictly as per Terms and conditions (below) and standard terms & conditions (GISTC) (version [GISTC \(Version June-2021, Rev: 06\)](#)).

Any clarification on technical specifications can be obtained from BHEL before tender opening. Vendors are welcome to have pre-bid meeting with BHEL engineers for better understanding our requirements.

**PREFERENCE TO MAKE IN INDIA**

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 and subsequent Orders issued by respective Nodal Ministry shall be applicable even if issued after issue of this Tender Enquiry but before finalization of contract/ PO/ WO against this tender enquiry.

**As per Clause 3(b) of MII circular dt. 04.06.2021, Class I Local Supplier and Class II Local Supplier are eligible to participate in the tender and Non-Local Supplier are not eligible to participate in the tender. Offers received from Non-Local Supplier shall be straight away rejected.**

**Tender Enquiry No. 2746/C/6580/2022/2240/T1 for CNC HORIZONTAL BORER.**

**EMD (EARNEST MONEY DEPOSIT):**

**PLEASE SUBMIT DRAFT FOR EMD (drawn in favor of BHEL Hardwar) IN PART- I BID.** This Part-I bid shall be opened by BHEL at 2 PM on the due date, in the presence of authorized representatives of the bidders who may like to be present. The authorized representative should bring authority letter from their principals for attending the bid opening.

- BHEL Bank Details for e-remittances of EMD by bidders:

ACCOUNT HOLDER NAME: BHARAT HEAVY ELECTRICALS LIMITED, HEEP, HARIDWAR  
STATE BANK OF INDIA  
RANIPUR BRANCH,  
OPP: BHEL MAIN GATE,  
SECTOR-5, RANIPUR,  
HARIDWAR, UTTRAKHAND, INDIA  
PIN CODE : 249403

SWIFT NO : SBININBB225  
CC ACCOUNT NO : 10667995458  
IFSC CODE : SBIN0000586

- After tender opening (Part –I), if it is found that **If the bidder has not submitted the requisite EMD (if applicable) and bidders has claimed to be an MSE vendor but no supporting documents have been submitted in this regard. Both the cases the offer of the bidder shall be straightaway rejected and no correspondence from the bidder in this regard shall be entertained.**
- Micro and Small Enterprises (**Registered under Udyog Aadhar Memorandum (UAM) or SSI, NSIC, KHADI BOARD, DIC, etc., however Annual certificate from practicing CA certifying that the investment in plant and machinery of the supplier is within the permissible limit as per ACT to be submitted**) are exempted from the submission of EMD.
- **Central/State-Public Sector Units/ Government Departments are exempted from submission of EMD subject to approval by BHEL Management.**

**MSE\*\*** Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (**five years** from the date of issue of acknowledgement in EM II) or Udyog Aadhar Memorandum (UAM) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed 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 is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

**\*\*BENEFITS OF MSEs ARE TO BE GIVEN FOR MANUFACTURING ENTERPRISES ONLY AS PER MSE CIRCULAR DATED 09.02.2017.**

- **BHEL-HEEP registered vendors (i.e. PMD vendor) are exempted for submission of EMD of related PMD items only.**
- EMD by the Tenderer will be forfeited if, the successful bidder/vendor refuses to honor the Order after award of the same on him and/or withdraws his bid and /or unilaterally changes the offer and/or any of its terms & conditions within the validity period.
- EMD given by all unsuccessful bidders shall be refunded on acceptance of award / LOI/PO by successful bidder.

**Tender Enquiry No. 2746/C/6580/2022/2240/T1 for CNC HORIZONTAL BORER.**

- EMD given by all unsuccessful vendors shall be refunded after opening of price bid of successful vendors. The EMD of successful vendors who are not L1 shall be returned after award of PO/LOI on L1 vendor. The EMD of L1 vendor shall be returned after submission of order acceptance and Submission of CEBG as per tender condition.
- EMD shall not carry any interest.

KINDLY READ "INSTRUCTION TO BIDDERS" **THOROUGHLY**. QUOTATION NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTION ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

**For & ON BEHALF OF BHEL, HARDWAR / (Capital Purchase)**

**SANJAY  
SINGH**

Digitally signed by SANJAY SINGH  
DN: cn=SANJAY SINGH, o=BHARAT HEAVY  
ELECTRICALS LIMITED, ou=DEPUTY  
MANAGER, CAPITAL PURCHASE, HEAVY  
ELECTRICALS EQUIPMENT PLANT, RANIPUR,  
HARIDWAR-249403, UTTRAKHAND,  
email=sanjay.singh@bhel.in, c=IN  
Adobe Acrobat Reader version:  
2022.003.20282

**Instruction to Bidders**

**Clause 1.0 – Tender submission**

The tenders have to be submitted in **TWO PARTS (Envelopes)** as described below on or before the due date and time of tender opening:

a) Part-I (Envelope I) :

1. Techno-Commercial Bid.

b) Part-II (Envelope II) : Price Bid.

Any corrections / amendments shall be properly & fully authenticated with signature.

BHEL will deal directly with the manufacturers / principal vendors and no correspondence with the agents will be entertained. The agents will not be permitted to visit / interact with BHEL on behalf of their principals. Subsequently also, no correspondence of any type will be made with any agent. (All individuals / companies - representing / Advisor / retainership basis or claimed to be part time employees for many OEMs / claiming to be channel or business partner for BHEL work / stockist not registered specifically etc. are Agents). Communications with only those agents who have submitted agency agreement with their respective principal may be done.

Agents shall not be allowed to represent more than one manufacturer / supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from both, the manufacturer / supplier and the agent, bid received from the agent shall be ignored.

The bidders (original manufacturers) will have to submit ink-signed offer / bid in original directly to BHEL. In case the bid is submitted by FAX / email, the bidders shall simultaneously ensure submission of ink-signed original bid to BHEL also in the manner prescribed in the tender. However, in case of e-tender ink signed offer is not required.

**Unsigned bids shall be ignored.**

The suppliers or their authorized person may be allowed to attend the tender opening, if duly authorized by their principals, through a specific letter for a particular enquiry for specific price bid opening on that particular day. General authorization letter is not acceptable. However, in case of e-tender, vendor should see the tenders of others on the opening date only. Thereafter, the respective window will get closed.

**Clause 1.1**

The Techno-commercial offer in envelope - I (Part-I) shall comprise of following:

- 1) Relevant documents as requested in Pre-Qualifying Requirement must be attached.
- 2) Complete Technical offer.
- 3) Catalogue of the Equipment, Complete reference of the past supply of equipment for the same or similar specification giving details of customer with Name of the contact person, Fax no, phone no, E-mail if available.
- 4) Acceptance of commercial terms by vendor as per **Annexure I**.
- 5) Deviation with reference to specification to be laid down on separate sheet.  
Cost of deviation is to be submitted along with the price bid essentially. In case vendor withdraws the deviation clauses the same will be considered for final evaluation,
- 6) Copy of price Bid (without prices).
- 7) Any additional documents (please specify).

While submitting the offer, following points are to be taken care of by the vendor:

- **Documents submitted with the offer/bid by the bidder (Original Registered Supplier) shall be ink signed and stamped in each page by authorized representative of the bidder.**
- **In case the bid is submitted by FAX, the bidder shall simultaneously ensure submission of ink signed and stamped (in each page) original bid to BHEL.**
- **If the documents are received in soft form, the same should be transmitted through vendor's authorized e-mail followed by the signed and stamped copy of the same documents.**

**Tender Enquiry No. 2746/C/6580/2022/2240/T1 for CNC HORIZONTAL BORER.**

- **Documents not signed and stamped in each page by the authorized signatory of the bidder, shall not be accepted and considered for evaluation of the bid.**

**Clause 1.2**

The Price Bid in envelope - II (Part-II) shall comprise of following:

- i) The price Bid (with price) for the complete scope strictly as specified in the price Format attached as Annexure-II.

If price bid is not submitted along with Part-I bid, the offer will be rejected out rightly.

**Note:**

If in a price bid, non-conformities /errors /discrepancies are observed between the quoted prices in figures and that in words the following guidelines will be followed: -

- a) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same is to be accepted by the bidder by a target date and in case the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

**e) Foreign Suppliers:**

As per GISTC annexed with this tender.

**Clause 2.0 – Tender Opening:**

- a) Offer should be complete in all respect (i.e. Part-I & Part-II) as described below:

Part I : Part I bid (Envelope-I) and Techno-commercial bid as mentioned above.

Part II : Part II bid (Envelop-II) comprising Price Bid.

- b) The tenders shall be opened in **TWO PARTS (Part-I & Part-II)** as described below:

- Part-I containing Techno-commercial bid will be opened on the date and time specified in the tender cover page, in the presence of those vendors, who wish to attend the tender opening.
- Part II containing Price Bid will be opened on a separate date for those vendors who have qualified in the Part I. The opening date of Part II will be intimated in advance to the vendors qualified in Part-I.
- In the event of BHEL calling for supplementary bid, the part-II price Bid along with supplementary priced bid (if necessary) will be opened at a later date of only those bidders who have qualified in the Part I. The opening date of Part II along with supplementary price bid (if necessary) will be intimated in advance to the vendors qualified in Part-I.

**BHEL reserves the right to evaluate vendor's process capability / quality systems etc. by visiting vendor works (if required).**

**Note:**

**After tender opening (Part-I), if it is found that:**

**The bidder has not submitted the requisite EMD (If applicable)**

**- The bidder has claimed to be an MSE vendor but no supporting documents have been submitted in this regard.**

**In both the above cases the offer of the bidder shall be straightaway rejected and no correspondence from the bidder in this regard shall be entertained.**

**However, offer of the bidder shall be treated as per the guideline mentioned in the Clause No. 1. (a) 1 above in case the bidder has claimed to be an MSE vendor and submitted requisite MSE documents.**

**Clause 3.0 – Superscription on envelopes:**

The following shall be super scribed on the envelopes:

**PART-I**

1. TENDER NO. AND ITEMS DESCRIPTION
2. DUE DATE FOR OPENING.
3. EMD (IF APPLICABLE) OR MSE CERTIFICATE TOWARDS EXEMPTION OF EMD
4. PRE- QUALIFYING REQUIREMENT (PQR)
5. TECHNO-COMMERCIAL BID
6. Copy of Un Price Bid (Price Bid without Prices, but GST rate to be mentioned).

**PART-II**

1. TENDER NO. AND ITEMS DESCRIPTION
2. DUE DATE FOR OPENING OF PART-I
3. PRICE BID

**Clause 3.1:**

The Part-I & part-II shall be individually sealed and super scribed as indicated above and shall be enclosed further in the envelop duly sealed and super scribed as:

“TENDER FOR (ITEM NAME) AGAINST TENDER NO.----- DUE ON ----- CONTAINING PART-I & PART-II OF THIS OFFER.” Vendor’s full name and address should be clearly mentioned on the envelope and shall be addressed to:

To,

Head of Materials Management,  
Heavy Electrical Equipment Plant,  
BHEL,  
Hardwar- 249403

**Clause 3.2:**

Envelopes not marked as above are liable to be ignored and will not be opened.

**Clause No. 4:**

As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL)

**Clause No. 5:**

The offers of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firm, shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com)

**NOTE: PLEASE VISIT OUR SITE [WWW.BHELHWR.CO.IN](http://WWW.BHELHWR.CO.IN) FOR GENERAL INSRUCTIONS AND STANDARD TERMS AND CONDITIONS (GISTC) FOR TENDER ENQUIRIES. ALL THE BIDDERS/VENDORS MUST ENSURE COMPLIANCE OF THESE GISTC.**

**GISTC CAN ALSO BE REFERRED BY LOGIN TO B2B PORTAL FOR VENDORS. PLEASE NOTE THAT TERMS AND CONDITIONS NOT SPECIFICALLY MENTIONED IN THIS TENDER DOCUMENT SHALL BE REFERRED FROM GISTC.**

**For & on behalf of BHEL, Hardwar/ (Capital Purchase)**

**ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR**

S. N.	Terms	Description	Your confirmation
1	<b>Confirmation to General Instructions and standard terms &amp; conditions:</b>	<p>Please confirm each clause of following documents: -</p> <ol style="list-style-type: none"> <li>General Instructions and standard terms &amp; conditions for bidding against tender enquiry (<b>GISTC Version June-2021, Rev: 06</b>):</li> <li>Additional terms &amp; conditions of tender enquiry.</li> </ol> <p>Deviation to conditions mentioned in above documents, if any, shall be submitted along with offer in separate documents.</p> <p><b>Please note that in case, no- deviation sheet is received along with the offer, it will be considered that all terms and conditions mentioned in above documents are acceptable to the bidder and your offer will be processed accordingly.</b></p>	
2	<b>Submission of Offer &amp; Documents Checklist:</b>	<p>Superscription on envelopes: The following shall be super scribed on the envelopes: Kindly confirm that the following documents have been submitted along with your offer:</p> <p><b>PART-I</b></p> <ol style="list-style-type: none"> <li>TENDER NO. AND ITEMS DESCRIPTION</li> <li>DUE DATE FOR OPENING.</li> <li>EMD (IF APPLICABLE) OR MSE CERTIFICATE TOWARDS EXEMPTION OF EMD</li> <li>PRE- QUALIFYING REQUIREMENT (PQR)</li> <li>TECHNO-COMMERCIAL BID</li> <li>Un-Price Bid Copy with mentioning only Taxes and Duties (NO PRICE TO BE MENTIONED IN UN-PRICE BID COPY)</li> </ol> <p><b>PART-II</b></p> <ol style="list-style-type: none"> <li>TENDER NO. AND ITEMS DESCRIPTION</li> <li>DUE DATE FOR OPENING OF PART-I</li> <li>PRICE BID</li> </ol> <p><b>Clause 2.1:</b> The Part-I &amp; part-II shall be individually sealed and super scribed as indicated above and shall be enclosed further in the envelop duly sealed and super scribed as:  “TENDER FOR (ITEM NAME) AGAINST TENDER NO.----- DUE ON -----CONTAINING PART-I &amp; PART-II OF THIS OFFER.” Vendor’s full name and address should be clearly mentioned on the envelope and shall be addressed to:  The Offers are invited through our website on e-tender portal <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> only. Quotation received through any other mode will not be considered.</p> <p><b>Clause 2.2:</b> Envelopes not marked as above are liable to be ignored and will not be opened.</p> <ol style="list-style-type: none"> <li>Any other document as specified in “<b>Instructions to Bidders</b>”.</li> <li>Please note that all details required in supplier registration form to be filled and submitted through online supplier registration portal on <a href="http://www.bhel.com">www.bhel.com</a> along with complete documents.</li> </ol>	

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3	<b>Schedule of Technical Deviation and Schedule of Commercial Deviation.</b>	<p>Schedule of Commercial Deviation and Schedule of Technical Deviation has been annexed along with this tender enquiry. All the Bidders are directed to mention any commercial or Technical deviation in Schedule of Commercial Deviation and Schedule of Technical Deviation only. If any deviation mentioned anywhere other than the Schedule of Commercial Deviation and Schedule of Technical Deviation, then that shall be ignored and It shall be assumed that participating bidder has no deviation against this tender.</p> <p>Please note that as per BHEL's Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specifications of our tender enquiry. Hence please read all specification / documents thoroughly and submit your offer as per specifications of tender enquiry.</p>	
4	<b>Validity:</b>	<p>Confirm that your offer shall be valid for 180 days from the date of tender opening.</p> <p><b>BHEL will reserve the right to reject any or all quotations, quoting validity less than 180 days.</b></p>	
5	<b>Evaluation criterion:</b>	<p>The evaluation of tender shall be on the basis of <b>“Total Landed cost at Destination”</b> including Supply. For evaluation of foreign bids, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid opening) shall be considered. If the relevant day happens to be a bank holiday, then the Forex rate as on the previous bank (SBI) working day shall be taken.</p> <p>Indigenous suppliers: Vendors to quote rates on FOR destination (BHEL Haridwar) basis. However, the insurance will be arranged by BHEL. Vendor can dispatch good through any Indian Bank Association approved transporters having their branch at Haridwar / destination. For the convenience name and address of transporters approved by IBA and BHEL are posted at website <a href="http://www.bhelhwr.co.in">www.bhelhwr.co.in</a>. If any bidder still quotes on other than FOR destination basis, then their offer will be loaded by maximum freight, packing &amp; forwarding charges quoted by any other vendor from the same or nearby station, against the enquiry / freight rate available with BHEL. Further, non-availability of BHEL approved transporter will not be accepted for rescheduling of delivery or waiver of penalties.</p> <p>Final evaluation currency for this Tender shall be IN INDIAN RUPEES (INR).</p> <p>For Cost evaluation purpose only the date of Part-1 Opening shall be considered.</p>	
6	<b>Bank Charges:</b>	Kindly Confirm that Bank Charges shall be either side.	
7	<b>Insurance:</b>	The Transit Insurance will be arranged by BHEL. Please send your offer keeping this in view.	
8	<b>Technical Requirements:</b>	<p>Kindly quote your valuable offer as per Technical Specification of <b>CNC HORIZONTAL BORER</b> (enclosed with enquiry).</p> <p>Please ensure that documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.</p>	
9	<b>Payment Terms:</b>	Payment for 80 % of Supply value shall be released within 45 days from the date of receipt of material at BHEL, Haridwar and Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid against E&C certificate issued by BHEL Haridwar and submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the guarantee/ warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO	

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		<p>Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor.</p> <p>Total Erection &amp; commissioning value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT or separate commissioning values are not mentioned in the offer, value for commissioning portion shall be deemed to be considered as the value indicated in NIT &amp; accordingly supply value will be adjusted from that quoted value and balance will be released as commissioning payment term mentioned above.</p> <p>For Indian Vendors, Payment of GST will be made after submission of signed and stamped GST certificate, enclosed and submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the guarantee period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor.</p> <p><b>Bank Guarantee and Loading against non-acceptance of BHEL's Payment Terms:</b> If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment / opening of LC in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of Acceptance Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO Value.</p> <p>Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed:</p> <p><b>Loading of any deviation in the payment terms will be done @ Base rate of SBI (as applicable on 31st March of preceding year from tender due date) + 6% (per annum) of basic cost of the items.</b></p> <p><b>Please note that in case of any deviation in the payment terms, BHEL shall evaluate your offer after loading on account of deviation in payment terms as per BHEL practice/policy/" GISTC Rev 06".</b></p>	
<p align="center"><b>10</b></p>	<p><b>PBG terms</b></p>	<p>Performance Bank Guarantee (PBG) valid for 30 days beyond the guaranty period (for 27 months form the form the receipt of material at BHEL, HEEP Haridwar) by Supplier from any of the Indian branch of Consortium Banks of BHEL or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format in the currency of order. The PBG confirmation charges shall be borne by vendor. This bank guarantee shall have to be submitted before release of last balance payment.</p> <p><b>Note:</b> In case of foreign vendors if some indigenious supply is involved then PBG value shall be of combined order value (Import order value + indigenious order value in foreign currency) and to be submitted by foreign vendor.</p> <p>The PBG should be in BHEL's PBG format and should be from one of the Indian branch of BHEL consortium banks or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL. The PBG confirmation charges shall be borne by vendor. The Performa of Bank Guarantee and the list of BHEL consortium bank are displayed at BHEL website <a href="http://www.hwr.bhel.com">www.hwr.bhel.com</a>.</p>	

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		<p>This should be read and complied in conjunction with Bank Guarantee clause in General Instructions and Standard Term and Conditions for bidding against Tender Enquiry (herein called as GISTC).</p> <p><b>Please note that, no deviation in submission of Bank Guarantee is acceptable. The offers of the vendors not agreeing to submit PBG is likely to be rejected by BHEL and no further communication in this regard will be entertained.</b></p> <p><b>Please note that claim date shall be three months beyond the expiry of the guarantee period so PBG shall be required for 27 months in this case.</b></p>	
<b>11</b>	<b>Contract Execution Bank Guarantee (CEBG):</b>	<p>The successful vendor shall have to furnish a Contract Execution Bank Guarantee (CEBG) for 10% of the Total PO value in the prescribed format within 30 days from the date of P.O. but before L/C opening. CEBG shall be from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by any Consortium Bank of BHEL. All bank charges on account of issuance and confirmation of CEBG whether incurred in India or outside India will have to be borne by the vendor.</p> <p>CEBG shall be kept valid until 30 days after the date of issuance of Final Acceptance Certificate.</p> <p>If the supplier fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel PO &amp; forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers.</p> <p>Under all circumstances, CEBG shall be kept valid till the PBG becomes operational.</p> <p><b>Note:</b> In case of foreign vendors if some indigenous supply is involved then Contract Execution Bank Guarantee shall be of combined order value (Import order value + indigenous order value in foreign currency) and to be submitted by foreign vendor.</p>	
<b>12</b>	<b>CURRENCY OF PAYMENT</b>	<p>Freely tradable currency like Euro/USD/CHF/GBP/YEN/Rupees etc.</p> <p><b>For indigenous supply the currency shall be Indian Rupees.</b></p>	
<b>13</b>	<b>CHARGES FOR SERVICES AT BHEL HARIDWAR</b>	<p>Services to be rendered at BHEL Haridwar like commissioning, proving, training to operators, supervising foundation work etc.</p> <p>For Indian Suppliers: It should be quoted in Rupees.</p> <p>For Foreign suppliers: If supervision is being carried out by persons residing in India, it should be quoted in Indian Rupees.</p> <p>These charges are essentially to be indicated separately in price bid. Vendor to confirm BHEL will not provide boarding, lodging, travel cost (Air ticket, local transport etc.) to vendor's representatives visiting BHEL Haridwar for Commissioning.</p> <p>Total commissioning value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT or separate commissioning values are not mentioned in the offer, value for commissioning portion shall be deemed to be considered as the value indicated</p>	

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		<p>in NIT &amp; accordingly supply value will be adjusted from that quoted value and balance will be released as commissioning payment as per clause no. 1 of '<b><u>ANNEXURE – I: - ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR</u></b>' above.</p> <p><b><u>The estimated percentage of erection &amp; commissioning value is: 5 % of machine cost.</u></b></p>	
<b>14</b>	<b>TAXES:</b>	<p><b>For Foreign Vendors:</b> Foreign Supply – No Taxes. Foreign Services: TDS shall be applicable.</p> <p><b>For Indian Vendors:</b> GST shall be payable with documentary proofs. TDS – Payment of TDS shall be recovered as applicable.</p> <p>All statutory taxes, if any, will be deducted at source &amp; to be borne by the beneficiary. Tax deduction certificate shall be issued at the end of financial year if required.</p> <p>Quantum of TDS will be as per prevailing rates based on Availability / Non-availability of PAN. At present TDS rate without PAN is 20% and with PAN as per DTAA with the particular country.</p>	
<b>15</b>	<b>ORDER ACCEPTANCE</b>	Order acceptance (ink-signed) must be submitted within 07 days from the date of PO. If Purchase Order acceptance is not received within 07 days from the date of PO, then it shall be deemed accepted after 07 days from the date of PO.	
<b>16</b>	<b>Submission of Bank Guarantee</b>	All bank guarantees like Contract Execution Bank Guarantee and performance bank guarantee should be from any of the Indian branch of Consortium Banks of BHEL or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL ( <b>Annexure-III</b> ) and the bank guarantees should be in the format as prescribed by BHEL ( <b>Annexure-IV</b> ). The performance bank guarantee as well as the list of consortium banks is displayed at BHEL web-site <a href="http://www.bhelhwr.co.in">www.bhelhwr.co.in</a> however, in case the bank guarantee is not from Indian branch of BHEL consortium banks, then the vendor has to confirm bank guarantee on any Indian branch of consortium bank and all the bank charges are to be borne by the bidder.	
<b>17</b>	<b>Time Period for Supply and Commissioning of equipment</b>	<p>Participating Bidders are requested to quote the best delivery period in days only.</p> <p>Activity Schedule has been incorporated in along with this Tender and all the participating bidders are directed to fill the activity schedule with realistic time in weeks for the activities mentioned in activities schedule.</p> <p>Time period to be taken by BHEL has been already mentioned in the activity schedule. Time period of E&amp;C shall be 90 days from the date of start first intimation given by BHEL Haridwar, but if any vendor wants to quote less time than 90 days, then vendor can mention that time period in activity schedule else time period of 90 days shall be considered by default for this tender. LD shall be governed by the Activity Schedule.</p>	
<b>18</b>	<b>Liquidated Damages Clause</b>	<p>For the purpose of Liquidated Damages for delay E&amp;C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.</p> <p>Liquidated Damages on delay in 'Supply' and/or 'E&amp;C' will be applicable to the delays attributed to vendor. Liquidated Damages will be considered separately for 'Supply' and 'E&amp;C'.</p>	

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		<p>The rate of Liquidated Damages for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&amp;C) in supply subject to a maximum of 10% of total PO value (Supply + E&amp;C).</p> <p>The rate of Liquidated Damages for delayed E&amp;C shall be @ 0.5% per week of delay of total PO value (Supply + E&amp;C) in E&amp;C subject to a maximum of 10% of total PO value (Supply + E&amp;C).</p> <p>Maximum Liquidated Damages for delay in Supply and E&amp;C together shall be limited to 15% of total PO value (Supply + E&amp;C).</p> <p>In case PO includes more than one machine, the Liquidated Damages shall be @ 0.5% per week of delay on total PO value (Supply + E&amp;C) for the delayed machine.</p> <p>Loading on account of non-acceptance of Liquidated Damages for delayed Supply and/or E&amp;C shall be as under:</p> <p>In case any bidder is not accepting the above Liquidated Damages for delayed Supply and/or E&amp;C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.</p> <p>In case, any shortage is noticed viz-a-viz PO requirement in the main equipment /spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier.</p> <p>Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and E&amp;C period quoted by him.</p> <p>For calculating Late Delivery Liquidated Damages delivery date shall be considered as per following:</p> <p><b>1. Indigenous Suppliers:</b></p> <p>a. Delivery Ex-works: - Date of GR /LR</p> <p>b. Delivery FOR Transporter Godown: - Date of GR/LR</p> <p>c. Delivery FOR Destination: - Date of receipt at BHEL Hardwar (if supply is direct to BHEL) or date of GR + one week (if documents are through bank)</p> <p><b>2. Import Supply:</b></p> <p>a. Delivery FOB / FCA port of discharge: - Date of BL/AWB</p> <p>b. Delivery CPT port of destination: - Date of AWB</p>	
19	<b>Delivery basis</b>	<ul style="list-style-type: none"> <li>• <b>For Import:</b> <p>(A) <b>SEA CONSIGNMENTS:</b> Please quote your rates with both the options (a) FOB / FAS dispatching port &amp; (b) C&amp;F Landing Port.</p> <p>(B) <b>AIR CONSIGNMENTS:</b> Please quote your rates with both the options: (a) FCA dispatching Airport &amp; (b) CPT Landing Airport. (Sea / Air Freight charges for import items must essentially be quoted and indicated separately in price bid.)</p> </li> <li>• <b>For Indigenous:</b> Delivery must essentially be FOR BHEL Haridwar basis. (Freight charges for indigenous items must essentially be quoted and indicated separately in price bid.)</li> </ul> <p>However, loading shall be done as per GISTC.</p>	

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<b>20</b>	<b>Settlement of Disputes</b>	<p>If any dispute, controversy or claim arising out of, relating to, or in connection with, this contract, or the breach, termination or validity thereof, arises, both parties hereto shall endeavor to settle such dispute amicably. Should this attempt fail, the disputes between the parties shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts (which attempt shall continue for not less than 30 days); give 30 days' notice, in writing, invoking arbitration and calling upon the other party to constitute the tribunal as provided.</p> <p>All or any such disputes or differences arising between the parties to this contract shall be referred to an Arbitral Tribunal consisting of single arbitrators. Sole arbitrator shall be appointed on mutually agreed by both the parties.</p> <p>The place of arbitration shall be New Delhi for foreign vendors. The language of arbitration shall be English. The substantive law applicable to the substance of the dispute shall be the Indian Law. GISTC clause may be referred for this clause.</p> <p>For Indigenous Source. The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction.</p> <p><b>Conciliation Clause:</b> Model conciliation clause for conduction conciliation proceedings under the BHEL conciliation scheme, 2018 (enclosed as Annexure- D) will be applicable against this enquiry. Kindly confirm.</p> <p><b>Arbitration Clause:</b> In case of any dispute arising out of or in connection with this contract, the same shall be referred to arbitration under Arbitration &amp; Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat &amp; venue of arbitration shall be Haridwar. The proceedings shall be conducted in English. The governing law of the contract shall be the substantive Law of India.</p>	
<b>21</b>	<b>Drawing / data approval: (If applicable)</b>	Any drawing / data approval, if required, from BHEL after placement of order shall be the responsibility of the vendor and any delay on account of the same shall be the responsibility of the vendor and have no bearing on the penalty applicable.	
<b>22</b>	<b>Drawing / design / information use (if applicable):</b>	The vendor to confirm that the drawing / design / information enclosed with the enquiry / proposed order will not be parted to any other agency and will also not be used for manufacturing for any other customer.	
<b>23</b>	<b>Authorization for pre-inspection (If applicable):</b>	<p>BHEL is authorized to pre-inspect the material at vendor's works as per the enclosed technical specifications. The material will be dispatched only after getting clearance from BHEL.</p> <p>Vendor should give PDI call at least 4 weeks in advance. For foreign suppliers, PDI call should reach BHEL at least 45 days in advance. If supplier fails to give pre-inspection call with in stipulated time, this will not be a reason of penalty waiver or delivery extension.</p>	

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		Travel, Lodging & Boarding charges of BHEL inspectors / trainees during pre-inspection and training will be borne by BHEL.	
<b>24</b>	<b>Attending to any complaint during guarantee period</b>	Vendor will have to ensure deputation of their people for commissioning or for attending to any complaint during guarantee period within 6 days of intimation. In case of delay BHEL will be within their rights to get the job completed at the risk and cost of the supplier.	
<b>25</b>	<b>Participation in Reverse Auction</b>	“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-Guidelines for Reverse Auction – 2021 Doc. No. AA: SSP: RA:05 Dated: 08.03.2021 Page 2 of 5 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.”	
<b>26</b>	<b>Contact Details</b>	Details of Contact person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.	
<b>27</b>	<b>Import Supply</b>	<b>a.</b> Phyto-sanitary Certificate essential for packages (Wooden). <b>b.</b> Country or origin certificate: Vendor to furnish the country of origin certificate from Chamber of Commerce with dispatch documents.	
<b>28</b>	<b>Beneficiary of PO</b>	Please confirm the beneficiary of PO along with the complete address.	
<b>29</b>	<b>Foreign Suppliers</b>	Dispatching port & Country to be mentioned essentially.	
<b>30</b>	<b>Risk Purchase Clause</b>	In case of delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in the Purchase Order the purchaser may cancel the purchase order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. Vendor does not agree to above risk purchase clause, their offer is liable to be rejected. In case any vendor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL. Vendor to refer and comply GISTC for details of this clause.	
<b>31</b>	<b>Force Majeure Clause</b>	a) Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc.  b. The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser	

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		<p>from fulfilling his obligations, he shall not be forced to compensate the contractor for expenses.</p> <p>c. Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months.</p> <p>d. Evidence for this would be “Force Majeure” certificate issued by chamber of commerce of the concerned country.</p>	
<p align="center"><b>32</b></p>	<p><b>War Like Situation</b></p>	<p>If the war like situation has developed in a country where a vendor’s works involved in this tender is located or there is political instability or Indian Embassy located in that country forbids dealing with the said vendor or advises for not having any business dealing with vendor located in such zone / region/ country, then BHEL reserves the right not to consider the offer of such a vendor or to cancel the order in case the order has already been placed and suspend further dealings till normalcy in the country/ region is confirmed by Indian Embassy.</p>	
<p align="center"><b>33</b></p>	<p><b>Signing of Integrity Pact (IP)</b></p>	<p><b>a)</b> IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. The IP as enclosed with the tender (as Annexure-IX) is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> <p>Details of IEM for this tender is furnished below: Name: Following IEMs have been appointed by BHEL for a period of three years:</p> <ol style="list-style-type: none"> <li>1. Shri Otem Dai, IAS (Retd.)  Email Id - <a href="mailto:iem1@bhel.in">iem1@bhel.in</a></li> <li>2. Shri Bishwamitra Pandey, IRAS (Retd.)  Email Id - <a href="mailto:iem2@bhel.in">iem2@bhel.in</a></li> <li>3. Shri Mukesh Mittal, IRS (Retd.)  Email Id - <a href="mailto:iem3@bhel.in">iem3@bhel.in</a></li> </ol> <p><b>(b)</b> Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.</p> <p><b>Note:</b> <i>No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department.</i></p> <p>For all clarifications/ issues related to the tender, please contact:</p>	

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		<p><b>Name: Sanjay Singh, Deputy Manager</b>  <b>Deptt: Purchase Capital</b>  <b>Address: 4<sup>th</sup> Floor, Main Administrative Building, BHEL HEEP, Ranipur, Haridwar, Uttrakhand-249403</b>  <b>Phone: +91-1334-281147; +91 9899095970.</b>  <b>Email: <a href="mailto:sanjay.singh@bhel.in">sanjay.singh@bhel.in</a></b>  <b>Fax:01334 -226462</b></p> <p>The IP duly signed by authorized official of bidder / contractor / vendor and authorized official of BHEL will form a part of Purchase order / contract.</p>	
<b>34</b>	<b>Origin of quotation</b>	<p>a) The quotation should preferably be from the principal bidder. However tender specific authorized registered dealer / agent can also submit the bid on their behalf, failing which the quotation is liable to be ignored. BHEL prefers to deal directly with the principal manufacturers.</p> <p>b) An agent cannot quote on behalf of more than one principal in the same tender enquiry.</p> <p><b>Please refer clause no. 2 of GISTC Rev. 06 and quote offer accordingly.</b></p>	
<b>35</b>	<b>Purchase Preference for (Make in India)</b>	<p>For this procurement, the local content to categorize a supplier as a Class-I supplier / class-II local supplier / Non-local supplier and purchase preference to class –I local supplier, is as defined in public procurement (preference to make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT”.</p> <p>The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification (Format enclosed) that the item offered meets the minimum local content and shall give details of the location (s) at which the local value addition is made.</p>	
<b>36</b>	<b>Guarantee Clause:</b>	<p>Kindly confirm that Guarantee shall be offered for a period of 24 months from the date of successful commissioning declared by BHEL.</p>	
<b>37</b>	<b>Details to be furnished by bidder</b>	<p>i) Kindly specify the category of your registration under GST like Registered, Unregistered and composite dealer.</p> <p>ii) Kindly furnish your GST registration number, State Code and Name of the State of both the agency who will raise invoice &amp; from where goods will be dispatched.</p> <p>iii) The bidder shall clearly indicate HSN (<i>Harmonised System Nomenclature</i>) / SAC (<i>Service Accounting Code</i>), and its description.</p> <p>iv) Kindly furnish the rate of GST applicable on your item against subject tender enquiry.</p>	
<b>38</b>	<b>Taxes &amp; duties</b>	<p>Details of applicable taxes &amp; duties are to be mentioned as per <b>GISTC Rev. 06 (Enclosed)</b>.</p> <p>a) GST Registration Number  b) Address of Principal place of Business  c) Type of Business  d) HSN Code, its description &amp; rate of applicable GST for the offered material  e) Whether registered under Composite scheme of GST (Y/N).</p> <p>It should be noted that the evaluation of the offers shall be done considering the taxation/benefits as applicable under GST.</p> <p><b>Please submit your GST registration certificate.</b></p>	

		<b>Note: TDS as per Statutory guidelines will be deducted at source. Kindly submit your offer accordingly.</b>	
<b>39</b>	<b>GST Rate</b>	<b>1) Rate of GST applicable on Equipment Cost.</b> <b>2) Rate of GST applicable on E&amp;C Charges</b>	
<b>40</b>	<b>Cost of Withdrawal:</b>	<ol style="list-style-type: none"> <li>1. Cost of withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties &amp; freight) only.</li> <li>2. All the bidders have to list out all their Technical &amp; Commercial Deviations (if any) in detail in the format for cost of withdrawal only.</li> <li>3. Any deviation not mentioned in the format for cost of withdrawal and shown separately or found hidden in offer, will not be taken cognizance of.</li> <li>4. Bidder shall submit duly filled unpriced copy of in the format for cost of withdrawal indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable. In the absence of same, such deviation(s) shall not be considered and offer shall be considered in total compliance to NIT.</li> <li>5. Bidder shall furnish price copy of the format for cost of withdrawal along with price bid.</li> <li>6. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.</li> <li>7. Bidders to note that any deviation (technical/commercial) not listed in the format for cost of withdrawal and asked after Part-I opening shall not be considered.</li> <li>8. For deviations w.r.t. Credit Period, Liquidated damages if a bidder chooses not to give any cost of withdrawal of deviation loading as per GISTC, will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.</li> <li>9. Any deviation mentioned in priced copy of the format for cost of withdrawal, but not mentioned in the un-priced copy, shall not be considered.</li> <li>10. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of the format for cost of withdrawal.</li> <li>11. Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.</li> <li>12. In case nature of cost of withdrawal is not specified it shall be assumed as positive.</li> <li>13. In case of discrepancy in the nature of impact, positive will be considered for evaluation and negative for ordering.</li> </ol>	
<b>41</b>	<b>Submission of offer:</b>	<b>All envelopes to be marked with whether “Priced Bid” (Part – 2) or “Un-Priced Bid Cum Techno-Commercial Bid &amp; (Part-1). The replica of Priced Bid (without prices) would be necessarily submitted along with Part-1 of the offer.</b>	

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42	<b>General Terms:</b>	Please mention <b>separately Packing and Forwarding charges in terms of % of basic prices (if any)</b> and mention specifically that it is inclusive or not in the quoted price. In case the offer is silent regarding these charges, the same would be considered to be inclusive in the offer. Kindly confirm.	
		Please mention <b>separately Freight charges in terms of % of basic prices (if any)</b> and mention specifically that it is inclusive or not in the quoted price. In case the offer is silent regarding these charges, the same would be considered to be inclusive in the offer. Kindly confirm.	
		Confirm that prices will remain firm and fixed during the entire validity and execution of the project.	
43	<b>Delivery Period</b>	Kindly quote the delivery period in no. of days from the date of issue of purchase order.	
44	<b>SPECIAL TERMS -1</b>	Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT I contract, from the bills along with due interest.	
45	<b>SPECIAL TERMS -2</b>	The Bidders has to declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies / guidelines.	
46	<b>SPECIAL TERMS -3</b>	<ol style="list-style-type: none"> <li>1) In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account.</li> <li>2) Statutory Variation in Taxes &amp; duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.</li> <li>3) Attach separate sheet for additional information if necessary. The above terms &amp; condition supersedes the terms &amp; conditions found contradictory written elsewhere in the offer.</li> <li>4) Attach separate sheet for additional information if necessary. The above terms &amp; condition supersedes the terms &amp; conditions found contradictory written elsewhere in the offer.</li> </ol>	
47	<b>Non-Disclosure Agreement</b>	<p>Tender enquiry for <b>CNC HORIZONTAL BORER</b> is being floated through GEPNIC Portal. BHEL Haridwar has internal drawings for this tender enquiry along with Technical Specifications and PQR, which shall be required by the participating bidders for better understanding about the requirement of <b>CNC HORIZONTAL BORER</b> before quoting the tender on GEPNIC Portal.</p> <p>BHEL Haridwar has uploaded the drawings along with <b>Technical Specifications, PQR, Photos of CNC HORIZONTAL BORER, Non-Disclosure Agreement Copy</b> through GEPNIC Portal. As</p>	

**Tender Enquiry No. 2746/C/6580/2022/2240/T1 for CNC HORIZONTAL BORER.**

		<p>drawings uploaded are highly confidential so considering this, drawings has been protected with password.</p> <p>Whoever bidder desired to participate in the tender enquiry of <b>CNC HORIZONTAL BORER</b> which is being floated through GEPNIC Portal, they need to send an email on <a href="mailto:sanjay.singh@bhel.in">sanjay.singh@bhel.in</a> to get the password of the drawings file. Before sharing the password, it shall be mandatory for each participating bidder to send the singed and stamped copy of Non-Disclosure Agreement (two sets in original) to the address – <b>Sanjay Singh, Deputy Manager, Purchase Capital, BHEL, HEEP, Ranipur, Haridwar-249403, Uttarakhand</b> and scanned copy of the to the email address <a href="mailto:sanjay.singh@bhel.in">sanjay.singh@bhel.in</a>.</p>	
<p><b>48</b></p>	<p><b>Action against Bidders / vendor / supplier / contractor in case of default:</b></p>	<p>In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.</p> <p>Suspension of Business Dealings could be in the form of “Hold” or “Banning” a supplier/ contractor or a bidder and shall be as per “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” available at BHEL’s website “<a href="https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors">https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors</a>”</p>	

Note: This Special Terms and Conditions shall prevail for commercial parameters for this Tender Enquiry.

**Signature of supplier with Seal**

**SANJAY SINGH**

Digitally signed by SANJAY SINGH  
 DN: cn=SANJAY SINGH, o=BHARAT HEAVY ELECTRICALS LIMITED, ou=DEPUTY MANAGER, CAPITAL PURCHASE, HEAVY ELECTRICALS EQUIPMENT PLANT, RANIPUR, HARIDWAR-249403, UTTARAKHAND, email=sanjay.singh@bhel.in, c=IN  
 Adobe Acrobat Reader version: 2022.003.20282

**ANNEXURE-II**

**PRICE SCHEDULE**

**For import supply**

Description	Unit Price (in foreign currency)	Total Qty (No.)	Total Price (in foreign currency)
CNC HORIZONTAL BORER <b>(Item wise break up to be provided as per Tender Enquiry and Scope of Supply)</b>		As Per Tender Enquiry	
Total Essential Toolings / Consumables (ex-works) – item wise price break-up to be indicated against each clause of technical specification.			
Packing & Forwarding charges (FOB / FCA Charges)			
<b>Total FOB (For sea) / FCA (For Air) cost =</b>			
Freight Charges (Sea / Air freight charges essentially to be quoted)			
<b>Total C&amp;F / CPT cost =</b>			


**For indigenously supply**

Description	Unit Price (in Indian rupees)	Total Qty (No.)	Total Price (in Indian rupees)
CNC HORIZONTAL BORER <b>(Item wise break up to be provided as per Tender Enquiry and Scope of Supply)</b>		As Per Tender Enquiry	
Total Essential Toolings / Consumables (ex-works) – item wise price break-up to be indicated against each clause of technical specification.			
Packing charges			
Forwarding charges			
Freight up to BHEL Haridwar stores			
<b>GST on total supply value (mention applicable rate of GST)</b>			
<b>Total supply cost at BHEL Haridwar =</b>			

**Please attach un-priced copy of your price bid with technical bid. The sequence of price and other details shall be kept same as stated in the specifications.**

**ALL THE BIDDERS ARE REQUESTED TO QUOTE IN “FIGURES” WITH CORRESPONDING “WORDS”.**

**SANJAY  
SINGH**



Digitally signed by SANJAY SINGH  
 DN: cn=SANJAY SINGH, o=BHARAT HEAVY ELECTRICALS LIMITED, ou=DEPUTY MANAGER, CAPITAL PURCHASE, HEAVY ELECTRICALS EQUIPMENT PLANT, RANIPUR, HARIDWAR-249403, UTTRAKHAND, email=sanjay.singh@bhel.in, c=IN  
 Adobe Acrobat Reader version: 2022.003.20282

**Tender Enquiry No. 2746/C/6580/2022/2240/T1 for CNC HORIZONTAL BORER.**

**NOTE:**

- a) Item wise breakup of the prices shall be furnished as per TECH. SPECIFICATION / DISCUSSIONS; ELSE, THE BID IS LIABLE FOR REJECTION. Wherever the prices mentioned are unit prices, it should be clearly specified.
- b) Bidder to note that total price indicated above shall be considered for evaluation and hence should be complete in all respects for the full scope defined and considering all terms and conditions. Optional as indicated in specification will not be taken for evaluation.
- c) Any item not included in this price quoted above and shown separately will not be taken cognizance of and shall be ignored while evaluation.
- e) Following details shall be provided in separate Annexure.
  - i) Unit prices for variable items.
  - ii) Prices for any other OPTIONAL items.
- f) Transit insurance shall be arranged by BHEL.
- g) The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.
- h) The GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is "05AAACB4146P1ZL" with state Code as "05" and State Name as "Uttarakhand".
- i) Please quote our GST registration number in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime.
- j) No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.
- k) Since, input credit of GST will be available to BHEL-Haridwar only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by BHEL-Haridwar on matching of vendor inputs at GST portal, ensuring availability of input credit to BHEL Haridwar. Payment of GST will be made to vendor after matching of input credit and vendor to ensure submission of their invoices along with consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.
- l) In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account.
- m) In the event of any change in the status of the vendor after the submission of the bid but before the supply, GST applicable at the time of supply or in the bid, based on the registration status of the vendor, whichever is lower shall be payable.
- n) Where ever applicable If PAN (Permanent Account Number) of the recipient is not available, income tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher as per Section 206AA of Indian Income Tax Act 1961.
- o) The bidder shall clearly indicate HSN (*Harmonised System Nomenclature*) / SAC (*Service Accounting Code*), its description and applicable rate of GST for each item in his techno-commercial bid.
- p) Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.

**Tender Enquiry No. 2746/C/6580/2022/2240/T1 for CNC HORIZONTAL BORER.**

- q) IMPORTED GOODS OFFERED BY INDIAN BIDDERS AGAINST DEALER INVOICE: Wherever the material being offered is imported, the bidder must quote the prices inclusive of IGST. The rate and value of IGST as included in the price must be indicated separately. In case quantum of IGST is not mentioned by the bidder the same will not be considered for evaluation. However, bidder will have to pass on the benefit of IGST to BHEL at the time supply.
- r) In case of directly dispatchable items to Customer's Site, BHEL-Haridwar will inform the GST registration number of the respective customer which must be mentioned on the vendor's invoice. Vendor to ensure availability of such information from BHEL-Haridwar before dispatch of any material. However, while filing GSTN-1, BHEL Haridwar GSTN number to be quoted.
- s) Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-Haridwar due to fault / non-compliance by the vendor will be to the vendor's account.
- t) BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors and they will be asked to attend techno-commercial discussions on specified dates. The bidders will be given 15 days' notice to come prepared with the required documents/ clarifications. No extension will be given. **The offers of those bidders, who are unable to respond in this time frame, are likely to be ignored.**

The vendors found technically acceptable against their original technical offer and subsequent technical discussion BHEL will communicate equivalent scope of supply to the qualified bidders who will be required to submit their supplementary technical bid along with impact in the form of addition and deletion in their price bid in separate sealed envelope. They will also be required to submit copy of un-priced price bid of these impacts in a 3<sup>rd</sup> sealed envelope duly super-scribed. These will be submitted within 15 days. The technical bid along with un-priced price bid of impact will be opened on the communicated date and no extension in this time will be given.

**It is clarified that no correspondence, technical or commercial, other than the above bids is permissible. In case any uncalled for correspondence, technical or commercial, is received, the same will be ignored and entire bid also may be ignored. It is also clarified that no commercial discount will be acceptable.**

All the bidders whose offers have been accepted by BHEL will be given notice for opening of their original price bid and supplementary impact.

**Date** :  
**Signature** :  
**Name** :  
**Designation** :  
**Department** :  
**M/s**

\* **Please check the list of consortium banks on the following web site [www.bhelhwr.co.in](http://www.bhelhwr.co.in) every time a bank guarantee is executed.**

<b>List of Consortium Bank</b>			
	<b>Nationalised Bank</b>		<b>Nationalised Bank</b>
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		<b>Public Sector Banks</b>
3	Bank of Baroda	20	IDBI
4	Canara Bank		<b>Foreign bank</b>
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	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		<b>Private bank</b>
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC
15	State Bank of Travancore	30	Kotak Mahindra Bank
16	UCO Bank	31	ICICI
17	Union Bank of India	32	IndusInd Bank
18	United Bank of India	33	Yes Bank



**WAM-28**

**Proforma for Bank Guarantee**

In consideration of the Bharat Heavy Electrical Limited Siri fort New Delhi through Division HEEP Hardwar (hereinafter called the Company) having agreed to exempt----- (hereinafter called "The said Contractor" which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement date. ----- Made between ----- and ----- for (hereinafter called "The said Agreement") of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. ----- (Rupees-----only).

1. We, \_\_\_\_\_ (Indicate the name of the Bank) (hereinafter referred to as 'The Bank') at the request \_\_\_\_\_ (Contractor (s) do hereby undertake to pay to the Company an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s) of any of the terms and conditions contained in the said Agreement.
2. We, \_\_\_\_\_ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any of the terms of conditions contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. 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 Rs. \_\_\_\_\_.
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ (indicate 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 Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ Office / Department / Division of Bharat Heavy Electrical Limited certifies that the terms and conditions of the said Agreement have been fully and property carried out by the said contractor(s) and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all the liability under this guarantee thereafter.
5. We, \_\_\_\_\_ (indicate the name of the Bank) further agree with the Company that the Company 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 Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the power exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) 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.

**Tender Enquiry No. 2746/C/6580/2022/2240/T1 for CNC HORIZONTAL BORER.**

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
  
7. We, \_\_\_\_\_ (indicate the name of the bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

For \_\_\_\_\_ (indicate the name of the bank) \_\_\_\_\_

**Please note that claim date shall be three months beyond the expiry of the guarantee period so PBG shall be required for 27 months in this case.**

**DETAILS OF COMPANY PERFORMANCE**

**A. Capacity Details:**

Manufacturing Capacity (Major machines with Qty.)	Type of Major Machines	Qty.
Machines supplied during last 5 years (Year-wise with Qty.)	Scheduled Supply Period	Actual Supply Period
Outstanding Order Book position (Type of Machine with Qty. & name of customers*)		
Liquidation Plan of all machines including BHEL machines under consideration for ordering		

\* If any bidder is unable to give name of ALL the customer(s) due to confidentiality restrictions, they may give details without disclosing such customer's identity.

**B. Performance of supplies to BHEL:**

Details of POs to be considered in last 5 years shall include (i) Last 5 POs fully executed and (ii) all POs overdue for supply and/or E&C. Details of all machines in the POs to be given.

Sl. No.	Name of M/c with broad specs.	Name of BHEL Unit	P.O. No. & Date	P.O. Value	Supply Date		Erection & Commissioning		Reason of delay, if any
					As per P.O.	Actual/ Likely	E&C period incl. job prove out as agreed (in days)	Actual / Likely period of E&C completion (in days)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1.									
2.									
3.									
4.									

Note:

1. In case bidder has not received any Purchase Order in the last 5 years from any of the Units of BHEL, then 'NIL' should be indicated.
2. Reasons for delay to be explained in details.
3. BHEL reserves the right to reject the offer, if past performance of the bidder is evaluated to be unsatisfactory and/or false information is given by the bidder.

**Tender Enquiry No. 2746/C/6580/2022/2240/T1 for CNC HORIZONTAL BORER.**

The performance of the vendors and meeting commitments is of utmost importance. In order to keep this in focus during evaluation / finalization of tenders, Bidder shall be asked to furnish specific details of company performance

(1. Capacity details; 2. Performance of supplies to BHEL).

(A. **Capacity details in Part (A)** are about the Manufacturing Capacity (Major Machine: category-wise & number-wise), No. of Machines supplied during last 5 years, Outstanding Order Book position, Liquidation Plan of all machines including BHEL machines under consideration for ordering. Wherever possible, efforts are to be made to contact some of the references of past supplies given.

(B. **The Performance details of supplies to BHEL will be sought in Part (B)** for the POs placed by BHEL which can be verified; hence submission of these information by vendors is mandatory. BHEL will reserve the right to reject the offer, if past performance of the bidder is evaluated to be unsatisfactory and / or false information is given by the bidder.

Immediately after opening of Techno Commercial Bid, the BHEL Haridwar Indenting Unit shall get the past performance details with BHEL verified from concerned Units as a second check.

The tender Technical Committee at BHEL Haridwar Unit shall make use of the information on past performance of the bidders during technical evaluation of the offers.

If Delivery Index of any bidder is  $>0.20$ , then his offer shall be liable for rejection. However, offer of bidder with Delivery Index  $>0.20$  can also be accepted for further evaluation on exception basis with justified recorded reasons with approval of Unit Head & provided the bidder fulfils the requirement of proven experience of supplying similar machines & have adequate available capacity to meet BHEL tender requirement.

The actual / likely Supply and E&C period vis-à-vis scheduled Supply and E&C period (delay for reasons attributable to vendor only to be considered) shall be considered for all the machines against the POs placed by BHEL during last 5 years (limited to 5 latest executed POs) and all POs overdue for Supply and/or E&C.

For purpose of calculation of Delivery Index in case of overdue POs, the delay period for Supply and/or E&C will be reckoned from the date of bid opening of the tender under evaluation. In case of two-part bid, part-I (i.e. Techno-Commercial Bid) shall be considered as date of bid opening.

Early Supply and/or E&C vis-à-vis scheduled dates will not be entitled for any consideration for calculation of Delivery Index.

Delay in E&C shall be applicable only in such cases where E&C period has been mentioned in the PO.

In case a PO includes more than one machine, then all the machines of the PO shall be considered for calculation of Delivery Index.

The details of bidder who has been disqualified based on the delivery performance with BHEL Units should be shared by Purchase Department of indenting Unit with all sister Units under intimation to CMT&IP. CMT&IP shall host the details on website of CMT&IP department.

Illustration for calculation of Delivery Index:

$$\text{Delivery Index} = \sum_{i=1}^n \frac{(\Delta X_i + \Delta Y_i)}{(X_i + Y_i)} \Bigg/ n$$

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


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

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

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

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

**SANJAY  
SINGH**



Digitally signed by SANJAY SINGH  
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ELECTRICALS LIMITED, ou=DEPUTY MANAGER,  
CAPITAL PURCHASE, HEAVY ELECTRICALS  
EQUIPMENT PLANT, RANIPUR, HARIDWAR-249403,  
UTTRAKHAND, email=sanjay.singh@bhel.in, c=IN  
Adobe Acrobat Reader version: 2022.003.20282

**INTEGRITY PACT****Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

**and**

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1- Commitments of the Principal**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. 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.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) 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.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

### **Section 4 - Compensation for Damages**

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

**Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

**Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)**

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

**Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

**Section 8 -Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.


## **Section 9 - Pact Duration**

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

**Section 10 - Other Provisions**

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

**SANJAY  
SINGH**

 Digitally signed by SANJAY SINGH  
 DN: cn=SANJAY SINGH, o=BHARAT HEAVY  
 ELECTRICALS LIMITED, ou=DEPUTY MANAGER,  
 CAPITAL PURCHASE, HEAVY ELECTRICALS  
 EQUIPMENT PLANT, RANIPUR, HARIDWAR-249403,  
 UTTRAKHAND, email=sanjay.singh@bhel.in, c=IN  
 Adobe Acrobat Reader version: 2022.003.20282

-----  
For & On behalf of the Principal  
(Office Seal)

-----  
For & On behalf of the Bidder/ Contractor  
(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_

\_\_\_\_\_

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_

\_\_\_\_\_

(This document to be filled in Duplicate & to be sent back to BHEL Haridwar)

### NON DISCLOSURE AGREEMENT

**THIS AGREEMENT** is entered into the \_\_\_th day of \_\_\_\_ 2022 (“effective date”), by and between Bharat Heavy Electricals Ltd (“BHEL”), a company incorporated under the Companies Act 1956 having its registered office at BHEL House, Siri Fort, New Delhi- 110 049, having a factory at Heavy Electrical Equipment Plant, Ranipur, Haridwar- 249403 (Uttarakhand), India which expression unless repugnant to the context or meaning hereof shall mean and include its successors & permitted assigns, hereinafter referred to as “BHEL” or “Disclosing Party” and ....., hereinafter referred to as the “Receiving Party”:

**WHEREAS**, BHEL, an engineering and manufacturing enterprise in India, has invited bids for Supply, Erection and Commissioning of **CNC HORIZONTAL BORER as per enclosed specifications as per TENDER ENQUIRY NO- 2746/C/6580/2022/2240/T1.**

and

**WHEREAS**, BHEL is required to disclose certain Technical drawings/information **as referred in document ‘Specification Cum Compliance Certification For CNC HORIZONTAL BORER TENDER ENQUIRY NO- 2746/C/6580/2022/2240/T1**, hereinafter referred to as “Technical Information” to the Receiving Party to enable them to submit their bids; and

**WHEREAS**, BHEL desires that the said Technical Information disclosed to the Receiving Party should be treated as confidential and not disclosed to any other party in a manner otherwise than what has been provided under this Agreement;

**NOW THEREFORE**, in consideration of the mutual promises recited herein, the parties agree to the following:

1. **Purpose.** This Agreement sets forth the rights and obligations of the parties with respect to the use, handling, protection, and safeguarding of Technical Information and the responsibility of the Receiving Party to safeguard and protect such Technical Information.
2. **Limits of Agreement.** This Agreement and the Technical Information transmitted hereunder shall not be construed as:
  - a. creating any obligation on either party to enter into any future contractual relationship of any kind; or
  - b. granting or conferring any express or implied rights -- by license or otherwise -- for any invention or discovery, any patent covering such invention or discovery, or any trade secret or proprietary Technical Information, except as provided herein; or

- c. providing any right to use or sell information or products described in the Technical Information provided under this Agreement; or
  - d. creating a partnership, joint venture or other business relationship between the parties; or
  - e. altering any obligations, responsibilities, or rights which either party may have under any contract; or
  - f. providing for the sharing of profits or losses arising out of the efforts of either or both parties.
3. **Limitations on Use and Disclosure of Technical Information.** Technical Information received by the Receiving Party under this Agreement shall be subject to the following restrictions on use, reproduction and disclosure:
- a. Such Technical Information shall not be disclosed to any third party without the prior written consent of the Disclosing Party.
  - b. Such Technical Information shall be disclosed only to those persons who are employed by the Receiving Party, contract labor, consultant, or any other temporary, full or part-time labor categories who have a "need to know" in connection with the Purpose stated above.
  - c. If the Receiving Party is confronted with legal action to disclose such Technical Information received under this Agreement, the Receiving Party shall promptly notify the Disclosing Party in writing in order to enable the Disclosing Party to seek an appropriate protective order. The Receiving Party shall reasonably assist the Disclosing Party in obtaining a protective order requiring that any portion of such Technical Information required to be disclosed be used only for the purposes for which a court issues an order, or for other such purposes required by law.
  - d. The Receiving Party may use Technical Information only for the purpose authorized by the Disclosing Party.
  - e. Technical Information shall not be copied or reproduced by the Receiving Party without the express written permission of the Disclosing Party, except for such copies as may be reasonably required for accomplishment of the purpose for which the Technical Information was given.
4. **Liability for Disclosure.** The Receiving Party shall instruct its employees of their obligations to maintain the confidentiality of Technical Information obtained from the Disclosing Party under this Agreement. In addition, each party shall be responsible for any actions on the part of its respective employees for any improper disclosure of Technical Information, which is disclosed to such employee.
5. **Assignment.** Neither party may assign or transfer its rights or obligations contained in this Agreement or any interest therein without the prior written consent of the other party; provided,

assignment may be made to any entity succeeding to the entire interest of a party's business or the business of the division or group originally responsible for performance hereunder.

6. **Technical Data Protection.** The Receiving Party agrees to protect Technical Information provided by the Disclosing Party to it in accordance with this Agreement.

In the event that the Receiving Party does not protect said Technical Information as required by this Agreement the defaulting party shall be liable to indemnify the Disclosing Party for any direct, indirect or consequential loss or damage suffered due to the breach of this Agreement.

7. **Applicable Law.** This Agreement shall be construed by the laws of India and subject to the exclusive jurisdiction of courts at Haridwar.

8. **Waiver of Breach.** Any waiver by either party of a breach of the terms and conditions of this Agreement shall not be considered a waiver of any subsequent breach of the same or any other term and condition hereof.

9. **Entire Agreement.** This Agreement contains the entire understanding between the parties concerning the subject matter hereof, superseding all prior contemporaneous communications, agreements, and understandings between the parties with respect to the disclosure and protection of Technical Information relating to the Purpose of this Agreement. The rights and obligations of the Parties shall be limited to those expressly set forth herein.

10. **Dispute Resolution.** All disputes, differences and / claims between the Parties under this Agreement shall be settled in an amicable manner in the first instance. In case the Parties fail to arrive at a settlement within sixty (60) days of the matter being referred by the aggrieved Party to the other, such disputes shall be finally settled in accordance with the provisions of The Arbitration and Conciliation Act, 1996 . The arbitrator shall be appointed by the unit head of HEEP, BHEL, Haridwar.

The place of the arbitration shall be Haridwar. The language of the arbitration shall be English. The Arbitrator shall record reasons for the award and the decision of the arbitral shall be final. The award shall be binding upon the Parties and such decision may be enforced by any court of competent jurisdiction.

IN WITNESS WHEREOF, both parties have caused this Agreement to be executed with duplicate original copies by their duly authorized representatives.


**BHEL:**

**Other party:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SANJAY  
SINGH**

 Digitally signed by SANJAY SINGH  
DN: cn=SANJAY SINGH, o=BHARAT HEAVY  
ELECTRICALS LIMITED, ou=DEPUTY MANAGER,  
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EQUIPMENT PLANT, RANIPUR, HARIDWAR-249403,  
UTTRAKHAND, email=sanjay.singh@bhel.in, c=IN  
Adobe Acrobat Reader version: 2022.003.20282

**COST OF WITHDRAWAL DEVIATION SHEET****SCHEDULE OF TECHNICAL AND COMMERCIAL DEVIATION****Tender Enquiry No. 2746/C/6580/2022/2240/T1 for CNC HORIZONTAL BORER.****ITEM:- CNC HORIZONTAL BORER for DABG.****NAME OF VENDOR:-**

SL NO	VOULME/ SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATIO N/ TENDER DOCUMENT	COMPLETE DESCRIPTIO N OF DEVIATION	COST OF WITHDRAWL OF DEVIATION IN RUPEES)	REFERENCE OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWL OF DEVIATION (POSITIVE)
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**TECHNICAL DEVIATIONS**


**COMMERCIAL DEVIATIONS**


**PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE**

NAME	DESIGNATIONS	SIGN & DATE
------	--------------	-------------

**NOTES:**

1. Cost of withdrawl of deviation will be applicable on the basic price (i.e. excluding taxes, duties &amp; freight) only.

2. All the bidders have to list out all their Technical &amp; Commercial Deviations (if any) in detail in the above format.

3. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.

4. Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable. In the absence of same, such deviation(s) shall not be considered and offer shall be considered in total compliance to NIT.

5. Bidder shall furnish price copy of above format along with price bid.

6. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.

7. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.

8. For deviations w.r.t. Credit Period, Liquidated damages, if a bidder chooses not to give any cost of withdrawal of deviation loading as per GISTC, will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.

9. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be considered.

10. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.

11. Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.

12. In case nature of cost of withdrawal is not specified it shall be assumed as positive.

13. In case of discrepancy in the nature of impact (positive), positive will be considered for evaluation and negative for ordering.

Tender Enquiry No. 2746/C/6580/2022/2240/T1 for CNC HORIZONTAL BORER.



**SCHEDULE OF TECHNICAL DEVIATION**

**Name of Bidder :-**

**Please fill here**

The following are the deviations/ variations exception from the Specification:

SL. No.	CLAUSE NO. OF GENERAL TERMS AND CONDITION	STATEMENT OF DEVIATION/ VARIATIONS/EXCEPTIONS

In case, this schedule is not submitted, it will be presumed that the equipment/ material to be supplied under this contract is deemed to be In compliance with the General Terms and Conditions & Specifications

If there is NIL deviation, even then the format to be filled as **NIL DEVIATION**.

Note: Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this scheduled.

Place: - .....

Date: - .....



**SCHEDULE OF COMMERCIAL DEVIATION**

**Name of Bidder :-**

**Please fill here**

The following are the deviations/ variations exception from the General Terms and Conditions:

SL. No.	CLAUSE NO. OF GENERAL TERMS AND CONDITION	STATEMENT OF DEVIATION

- In case, this schedule is not submitted, it will be presumed that the equipment/ material to be supplied under this contract is deemed to be in compliance with the General Terms and Conditions.

- If there is NIL deviation, even then the format to be filled as **NIL DEVIATION**.

Note: Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this scheduled.

Place: - .....

Date: - .....



## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

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### 1. GENERAL.

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser). In case of placement of order these conditions will become part of Purchase Order (P.O) until unless the deviations are specifically agreed by BHEL.

### 2. ORIGIN OF QUOTATION.

- a) The quotation should preferably be from the principal bidder. However tender specific authorized registered dealer/agent can also submit the bid on their behalf, failing which the quotation is liable to be ignored. BHEL prefers to deal directly with the principal manufacturers.
- b) An agent cannot quote on behalf of more than one principal in the same Tender Enquiry.

### 3. SUBMISSION OF TENDER.

- a) Bid / Quotation must be enclosed in sealed cover on which tender enquiry number and the due date MUST BE written and be invariably sent under REGISTERED POST / SPEED POST / COURIER / Dropped in the Tender Box: addressed as follows:

Quotation against Enquiry No. \_\_\_\_\_

Dated: \_\_\_\_\_

Due on: \_\_\_\_\_

To,

**THE HEAD OF MATERIALS MANAGEMENT,  
Heavy Electrical Equipment Plant,  
Bharat Heavy Electricals Limited,  
HARIDWAR-249403 (Uttarakhand), INDIA.**

- b) TENDER ROOM is located at: Room No. - 415, 4<sup>th</sup> Floor, Main Admin. Building, BHEL-HEEP, Haridwar.

## Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

- c) In case of Three / Two Part Bid, technical bid containing technical offer, duly signed and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- d) The bid / quotation must be posted before due date, keeping allowance for postal transit time. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer / bid shall be signed and stamped in each page by authorized representative of the bidder.
- e) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped.
- f) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- g) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list.
- h) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 2 Crore or more.
- i) In case of open tender, technically qualified unregistered bidders may apply online for registration through <http://www.bhel.com/index.php/vender>.
- j) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
- k) In case of e-Tendering (Online bidding through e-portal), offline bid submitted in hard copy or in any other form by the vendor / supplier will not be accepted and will be rejected out rightly. Only e-portal bid will be accepted.

#### 4. TENDER OPENING.

Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore, bid / quotations must reach this office / tender Box latest by 1:45 PM on due date. Only participating bidders are allowed to attend tender opening. **TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.** The bidders or their authorized representatives may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter on that particular day. General authorization letter is not acceptable.

***Note: - Foreign bidders willing to attend the bid opening has to provide the requisite documents to the concerned Purchase executives for arranging gate pass for them.***

#### 5. SPECIFICATION, DRAWINGS & STANDARD.

- a) Bidders must give their detailed specification in the quotation along with relevant technical literature / catalogue etc. against the tender enquiry.
- b) The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry.

## Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

If these documents are not furnished, the offer is liable to be rejected.

- c) Wherever national / international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply.
- d) All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of BHEL or without permission of BHEL.

### 6. PRICE SCHEDULE.

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Prices quoted should not be more than the prices quoted to any other BHEL units / offices / divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided.
- c) Prices should be quoted on F.O.R. Destination basis. Transit insurance shall be arranged by BHEL and not to be included in the prices. The offers quoted on other than F.O.R destination basis may result in non-consideration of such bids.
- d) In case BHEL accepts the EX-Works prices, such offers will be loaded by 1.5% of EX-Works value towards freight or with actual freight charges as per BHEL freight rate contract whichever is higher.
- e) In case of Indigenous items covered by DGS & D Rate Contract, the bidders should submit latest valid copy of the rate contract along with bid / quotation
- f) Applicable **IGST / CGST / SGST** and any other statutory levy should be indicated separately and clearly in the bid / quotation.

- g) Bidders can dispatch goods through any Indian Bank Association approved transporters having their branch at HARIDWAR / destination. If material is dispatched through other than Indian Bank Association approved transporter, material to be delivered on door delivery BHEL Stores basis.
- h) In case of dispatch of material through any other unapproved transporter, payment shall be made only after receipt of material and any additional charges payable to the transporter shall be to the bidder's account.
- i) Any demurrage / godown rent payable to the transporter / or to godown's owner due to any delay attributed by the supplier shall be recovered from supplier's account.
- j) Currency of Evaluation shall be INR.

**NB: Financial evaluation of L1, L2 .....Status will be on the basis of Landed Cost to BHEL.**

### 7. REVERSE AUCTION.

**Wherever RA is declared in the special terms and conditions of tender enquiry, following shall be applicable and Bidders to confirm the same:**

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in 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."

### 8. DELIVERY TERMS.

- a) Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the tender enquiry.
- b) Loading on account of 3rd party inspection charges in case of Indian bidders shall be 0.20%.

**## Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.**



## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

### 9. LIQUIDATED DAMAGES (LD) FOR LATE DELIVERY.

#### a) Where items of Purchase Order are independently usable.

Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies. Value of delayed supplies will mean the Gross Value payable to the vendor (Before LD) against such supplies excluding taxes and duties.

#### b) Where the total items are required for a main equipment and items are interdependent.

Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on total value of Purchase Order subject to maximum of 10% of the total value of Purchase Order. Purchase Order value for this purpose shall be the Total Gross Value payable to the vendor (Before LD) excluding taxes and duties.

#### c) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.

#### d) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.

#### e) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.

#### f) DELIVERY IN CASE OF REJECTION: In case the material is rejected, then date of replacement will be considered as the actual date of delivery.

#### g) DELIVERY AGAINST BANK DOCUMENTS: In case payment terms quoted by bidder are documents through bank, and the delivery terms being "FOR Haridwar / FOR Transporter Go-down" then date of delivery will be date of intimation by transporter / bidder of delivery of material at Haridwar for the LD purpose.

#### h) Where the payments are through bank, the documents may be presented for negotiation to BHEL authorized / nominated bank.

i) Payment of Liquidated Damages (LD) shall not in any way relieve the vendor from any of its obligations & liabilities under the contract.

### 10. PAYMENT TERMS.

a) BHEL's standard payment term is Payment after receipt and acceptance of materials / items at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.

b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.

c) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar.

d) 100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 75 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order. In case any discrepancy found in the documents, BHEL will notify the same to vendor within 7 days of receipt. Vendor has to clear all the discrepancies in one go within 7 days thereafter else the payment of vendor may get delayed.

e) For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, the payment will be made within 45 days or as prescribed in the relevant act.

f) Adherence to the above time schedule of payment is contingent upon Vendor complying with GST Rules w.r.t availment of Input Tax Credit by BHEL.

g) In case GST credit is delayed / denied to BHEL, due to non / delayed receipt of goods and / or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied / leviable on BHEL.

h) The taxes and duties that are reimbursed would be the ones applicable as on the contractual Purchase order delivery date or the amount actually paid whichever is less.



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i) **The loading criteria for the different payment terms shall be as under;**

Payment Terms	Days of Loading
After Receipt & Acceptance of material within 75 days of supply.	<b>No Loading</b>
Against Delivery at BHEL-Stores Haridwar.	<b>45</b>
Against documents through bank (CAD):	<b>45</b>
Letter of Credit (LC)	<b>120</b>
Usance LC	No Loading if usance period is > 120 Days.
	Loading of days' difference i.e. difference between 120 days and usance period if the usance period is < 75 days.
Advance	Delivery Period + 120 Days - Advance Payment Days.

### 11. TAXES & DUTIES.

- a) The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.
- b) The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is "05AAACB4146P1ZL" with state Code as "05" and State Name as "Uttarakhand".
- c) Please quote our provisional GST registration number in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime.
- d) No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.
- e) Since, input credit of GST will be available to BHEL-Haridwar only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by

BHEL-Haridwar on matching of vendor inputs at GST portal, ensuring availability of input credit to BHEL Haridwar. Payment of GST will be made to vendor after matching of input credit and vendor to ensure submission of their invoices along with consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.

- f) In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account.
- g) In the event of any change in the status of the vendor after the submission of the bid but before the supply, GST applicable at the time of supply or in the bid, based on the registration status of the vendor, whichever is lower shall be payable.
- h) Where ever applicable If PAN (Permanent Account Number) of the recipient is not available, income tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher as per Section 206AA of Indian Income Tax Act 1961.
- i) The bidder shall clearly indicate HSN (*Harmonised System Nomenclature*) / SAC (*Service Accounting Code*), its description and applicable rate of GST for each item in his techno-commercial bid.
- j) Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
- k) **IMPORTED GOODS OFFERED BY INDIAN BIDDERS AGAINST DEALER INVOICE:** Wherever the material being offered is imported, the bidder must quote the prices inclusive of IGST. The rate and value of IGST as included in the price must be indicated separately. In case quantum of IGST is not mentioned by the bidder the same will not be considered for



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evaluation. However, bidder will have to pass on the benefit of IGST to BHEL at the time supply.

- l) In case of directly dispatchable items to Customer's Site, BHEL-Haridwar will inform the GST registration number of the respective customer which must be mentioned on the vendor's invoice. Vendor to ensure availability of such information from BHEL-Haridwar before dispatch of any material. However, while filing GSTN-1, BHEL Haridwar GSTN number to be quoted.

Note: - Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-Haridwar due to fault / non-compliance by the vendor will be to the vendor's account.

### 12. BANK GUARANTEE.

In case the bank guarantees are required to be deposited towards security deposit/performance guarantee or for any other purpose as per the terms of this tender enquiry, such bank guarantees of the requisite value in the denominated currency of the purchase order should be from one of the Indian branch of BHEL consortium banks and the bank guarantee should be in the proforma as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website www.bhelhwr.co.in. However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branch of BHEL consortium banks and the bank charges for such confirmation will be borne by the bidder.

### 13. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS.

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and

replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

- b) **RETURN OF REJECTED MATERIAL FOR REPLACEMENT:** The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement / submission of BG / refund of amount paid.

### 14. QUALITY REQUIREMENT.

Your bid / quotation should have specific confirmation regarding meeting all our quality requirements such as. (i) Test Certificate (TC), (ii) Guarantee Certificate (GC) / Warranty Certificate (WC), (iii) Quality Plan (QP) (if applicable); and (iv) Pre-Dispatch Inspection at your works (if applicable).

### 15. VALIDITY.

The quotation should be valid for a minimum period of 90 days effective from the date of opening of tender, unless otherwise specified in the tender enquiry.

### 16. RIGHT OF ACCEPTANCE.

- a) **BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR** reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- b) Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.



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- c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.
- d) In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for then the latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.
- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

### 17. TRANSIT INSURANCE.

- a) Transit Insurance will be covered by BHEL under its open Insurance Policy. Seller shall inform dispatch particulars (Purchase Order, RR /GR, Invoice value etc.) to "Finance department (Store bill Section), BHEL Ranipur, Haridwar (Uttarakhand-India) with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
- b) If Quoted Prices are inclusive of transit insurance, no weightage shall be given while evaluating the bids for Cost of Insurance, being in BHEL Scope.

### 18. RISK PURCHASE.

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

### 19. FORCE MAJEURE CLAUSE.

Notwithstanding any other thing contained anywhere else in the contract or PO (Purchase Order), In case the discharge of obligation under the contract by either party is impeded or made unreasonably onerous, neither party shall be considered in breach of the contract to the extent that performance of their respective obligation is prevented by an event of Force Majeure that arises after the effective date (PO date).

In the above clause, Force Majeure means an event beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to:

- Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
- War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
- Rebellion, revolution, insurrection, civil war etc.
- Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
- Riots, commotions, strike unless restricted to the employees of supplier.
- Acts of terrorism.



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- g) Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts.
- h) Cancellation of contract by customer.
- i) Change in law / government. Regulation making the performance impossible.
- j) Pandemic or Epidemic.

The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

Irrespective of any extension of time, if an event of force majeure occurs and its effect continues for more than 180 days the affected party shall have right to cancel the contract.

As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, either Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

The party shall, and shall ensure that its Subcontractors shall, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:

- a) Prevent Force Majeure Events affecting the performance of the party's obligations under this Agreement.
- b) mitigate the effect of any Force Majeure Event and
- c) Comply with its obligations under this Agreement.

If the war like situation has developed in a country where a seller's works is located in this P.O. or there is political instability and Indian Embassy located in that country forbids or advises for not having any business dealing with the sellers located in such zone / region/ country, then BHEL reserves the right to cancel the order.

### 20. NON-DISCLOSURE AGREEMENT.

All Drawing and Technical Documents relating to the product or it's manufacture submitted by one party to the other, prior or

subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others or to gain a commercial advantage. BHEL reserves the right to claim damages from the bidder, or take appropriate action as deemed fit against the bidder, for any infringement of the provisions contained herein as available under law or equity.

### 21. SETTLEMENT OF DISPUTES / ARBITRATION.

In case of any dispute arising out of as in connection with this contract, the same shall be referred to arbitration under Arbitration & Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat & venue of arbitration shall be Haridwar.

The proceedings shall be conducted in English. The Governing law of contract shall be the substantive law of India.

### 22. WHARFAGE / DEMURRAGE RESPONSIBILITY.

In the event of delay in receipt of documents by Manager (Stores-Shipping) BHEL-Haridwar and in case where dispatches are made through Unapproved Transporter the sole responsibility for wharfage / demurrage for such delay shall be that of supplier.

### 23. CONDITIONS FOR AVAILING MICRO & SMALL ENTERPRISES (MSE'S) BENEFITS.

- a) "MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (**five years** from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate



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(Format enclosed at annexure-1 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) or vendor has to give Udyog Adhar Memorandum (UAM). 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 is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. **UAM need not required to be notarized or attested.**

**b)** Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration: -

1. Udyog Adhar Memorandum (UAM).
2. Valid National Small Industries Commission (NSIC) Certificate.
3. Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
4. EM II certificate along with attested copy of CA Certificate (as per prescribed format at annexure-A) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.
5. However, credentials of all MSE suppliers will be verified before advancing the intended benefits.
6. MSE bidders claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.
7. In case techno-commercial accepted bidders include MSE source and their prices (based on landed cost – considering quoted prices) are within the price band of 15% w.r.t. L-1 bidder, then BHEL can offer **25%** of quantity of respective item (rounded off to nearest number) to MSE bidders at L-1 price and in case, more than one MSE bidder is in 15 % band and the same is accepted by more than one MSE bidders then **25%** quantities of respective items will be considered for ordering on proportionate basis amongst MSE bidders.
8. There will be minimum of **3%** reservation for women owned MSEs within the above mentioned 25% reservation.
9. The reservation for MSEs owned by SC/ST will be **6.25%** { 25% out of target of 25% - refer para 4 of Public Procurement Policy for the Micro and Small Enterprises(MSEs)}.
10. The definition of MSEs owned by Women Entrepreneurs is clarified as under:
  - a) In case of proprietary MSE, proprietor shall be Woman.
  - b) In case of partnership MSE, the Woman partners shall be holding at least 51% of share in the unit.
  - c) In case of Private Limited companies, at least 51% share shall be held by Women promoters.
11. The definition of MSEs owned by SC/ST is clarified as under:
  - a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
  - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% of shares in the unit.
  - c) In case of Private Limited companies, at least 51% share shall be held by SC/ST promoters.
12. While distributing the **25%** quantity amongst MSE bidders the decimal points in quantity shall be ignored for all the bidders except the L-1 amongst MSE bidders. Balance quantity after allocating the quantity to other MSE bidders ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) bidder. However, if there are more than one MSE bidder at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the bidder offering favorable terms to BHEL and if the conditions offered are also same then preference will be given to the bidder having high SPR rating.
13. In case there are more than one MSE bidders (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE bidder with lowest landed cost.
14. In case there are more than one MSE bidders (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the bidder with high SPR rating shall be given preference.
15. If L1 bidder is MSE bidder, entire quantity will be given to such MSE bidder only.

**## Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.**



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16. Note: It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail.

17. "As per the OM No. F.No. 1(2)(1)/2016-MA dtd. 09.02.2017 issued from the Office of Development Commissioner (Micro, Small & Medium Enterprises), "Traders and agents should not be allowed to avail the benefits extended under the PP Policy."

In view of this, it is clarified that benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves."

#### 24. INFORMATION TO THE BIDDERS.

a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website <https://hwr.bhel.com>. The user ID & password can be obtained by sending a request to concerned purchase executives.

b) Intimate your change in mail address or communication address or changes, if any, by email to AGM (SDX/MM) giving your bidder Code.

c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site <https://hwr.bhel.com>

d) Copy of this Tender Enquiry is being sent through the post.

e) 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.

f) Supplier must upload digitally signed e-Invoice on B2B portal for processing of Bills.

In other cases, inked signed hard copy of Invoice to be submitted for processing of Bills.

#### 25. MAKE IN INDIA (GOVT-NOTIFICATION).

A. This tender enquiry shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 of government of INDIA and subsequent circulars issued afterwards. Accordingly, the minimum local content, the margin of purchase preference and the procedure for preference to make in INDIA shall be adhered.

B. The margin of purchase preference shall be 20%.

- 'Class-I local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.
- 'Class-II local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.
- 'Non- local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this order.

C. Vendor to specifically confirm if they are Class-I or Class-II local supplier or not as per above mentioned notification. Accordingly, the 'Class-I local supplier' / 'Class-II local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

D. In cases of Procurement for a Value in Excess of Rs. 10 Crores, the 'Class-I local supplier' / 'Class-II local Supplier' shall be required to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of Local Content.



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### E. Requirement of Purchase Preference:

Purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified hereunder -

a. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are divisible in nature, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among All qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on the L1 bidder".

b. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling

within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

- iii. In case such lowest eligible 'Class-I local supplier', fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 prices, the contract may be awarded to the L1 bidder.

c. 'Class-II local supplier' will not get purchase preference in any procurement, undertaken by procuring entities.

F. 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 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.

G. Procurements where estimated value to be procured is less than Rs. 5 lakhs shall be exempted from GOI order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020.

H. For procurement of Goods & Services which are divisible in nature, following shall be operated for **MSE bidders** under Public procurement Policy for the Micro and Small Enterprises (MSEs) Amendment Order, 2019, Ref. No. AA: SSP: MSE: Amndt, dtd. 30.11.2018, Circular No. 44 of 2018-19;-

a. If L1 bid is not from "Class-I local Supplier" and price quoted by MSE bidder falls within the margin of Purchase preference (L1+15% for MSEs), then 25 % of total order quantity of respective item (rounded off to nearest number) shall be awarded to MSE bidder, subject to MSE bidder matching the L1 Price. Out of Remaining 75% quantity, distribution shall be operated as per below sub-clause (2) –

b. If "Class- I Local Supplier" (Next to L1, other than MSE) quoted price falling within the Margin of Purchase Preference, and "Class-I local supplier" matches the L1 price,



## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

then 50% of remaining Quantity (after allocation of 25% to MSE) i.e. 37.5% shall be awarded to local supplier and 37.5% shall be awarded to foreign bidder.

*Note: L1 Price refers to lowest evaluated / landed cost to Company.*

For Further details, please refer GOI order no. P-45021 / 2 / 2017 - PP (BE-II) dated 04.06.2020.

### 26. RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017

All provisions of Order No. F.No.6/18/2019-PPD of Department of Expenditure (DoE) shall be applicable for this tender enquiry (Order copy is available at <https://doe.gov.in/procurement-policy-divisions>). Accordingly, any bidder from a country which shares a land border with India (except the countries to which the Govt. of India has extended lines of credit or in which the Govt. of India is engaged in development projects for which list is available at <https://www.mea.gov.in/>) will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Annex I of the said Order of DoE.

Updated list of the countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (<https://www.mea.gov.in/>)

For the purpose of this order, definition of Bidder from a country which shares a land border with India shall be same as defined in the Annex III of the said order.

Registration with the competent authority as stipulated in the said order is responsibility of bidder. Bidder has to submit a certificate certifying following along with offer:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that bidder (.... Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (.....Name of bidder) fulfils all requirements in this regard and is eligible to be considered"

If the bidder is from such country which shares a land border with India evidence of valid registration by the Competent Authority shall also be attached along with offer."

### 27. NOTE.

- a) Special conditions of enquiry, if enclosed by BHEL, will supersede the respective standard / general terms of enquiry.
- b) Any other Standard terms and Conditions of the bidder attached / referred against the tender enquiry will be treated as null and void ab initio.
- c) In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>
- d) 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.
- e) "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below;
  1. **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.
  2. **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious

**## Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.**



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occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ **offices and precincts** thereof , project execution , erection and commissioning, services, repairs and maintenance, trouble shooting, serving , overhaul, renovation and retrofitting , trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ project sites.

### 3. Compensation in respect of each of the victims:

- (i) In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs. 10,00,000/- (Rs. Ten Lakh).
- (ii) In the event of **other permanent disability**: Rs. 7,00,000/- (Rs. Seven Lakh).

4. Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(l) of the Employees Compensation Act, 1923.”

f) The bidder shall be in compliance with applicable laws, rules and regulations throughout the terms of the contract for conducting its business generally and to perform its obligations under this contract.

**UNPRICE BID FORMAT.**

Description	Unit of Measurement	Total Qty (No.)	Unit Price (in Indian rupees)	Total Price (in Indian rupees)
<b>CNC HORIZONTAL BORER AS PER ENCLOSED SPECIFICATION (Item wise break up to be provided as per Tender Enquiry and Scope of Supply)</b>	<b>01 No.</b>	<b>01 No.</b>		
	Total Essential Toolings / Consumables (ex-works) – item wise price break-up to be indicated against each clause of technical specification.			
	Total Spares (ex-works) – item wise price break-up to be indicated against each clause of technical specification.			
	Training of BHEL Engineers as per technical specifications (per man per week basis)			
	Packing charges			
	Forwarding charges			
	Freight up to BHEL Haridwar stores			
	<b>GST on total supply value (mention applicable rate of GST)</b>			
	<b>Total supply cost at BHEL Haridwar =</b>			
	** Total commissioning Value including all Services like commissioning, Job proving, performance tests, training to operators etc. at BHEL Haridwar (price break-up to be indicated against corresponding clauses of technical specification)			
	<b>GST on commissioning charges (mention applicable rate of GST)</b>			

**SPECIAL NOTE:**

1. EACH BIDDER HAS TO UPLOAD UNPRICE BID FORMAT ALONG WITH TECHNICAL BID SUBMISSION OF THIS FORMAT BY MENTIONING **QUOTED** WHERE PRICE HAS BEEN ASKED TO QUOTE AND **CLEARLY MENTION THE APPLICABLE TAXES AND DUTIES** IN THE ABOVE-MENTIONED UN-PRICE BID FORMAT.

**SANJAY  
SINGH**

Digitally signed by SANJAY SINGH  
DN: cn=SANJAY SINGH, o=BHARAT HEAVY  
ELECTRICALS LIMITED, ou=DEPUTY  
MANAGER, CAPITAL PURCHASE, HEAVY  
ELECTRICALS EQUIPMENT PLANT, RANIPUR,  
HARIDWAR-249403, UTTRAKHAND,  
email=sanjay.singh@bhel.in, c=IN  
Adobe Acrobat Reader version:  
2022.003.20282

### Activity Schedule for CNC HORIZONTAL BORING MACHINE


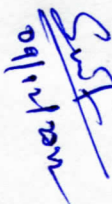
Indent No. 202222240 ; dated 09.12.2022

Material code: ZWA020301014

Name/Address & other details of Bidder:-

Sl. No.	Activity	Activity Time in Weeks	Remarks if Any
1	Acceptance of PO		
2	Submission of Documents necessary for getting manufacturing clearance like Civil Drawing, Foundation Drawings and other layouts drawings	4	
3	Comments on Documents from BHEL	2	
4	Final Layout drawings submitted by the vendor		The upper cap limit for activity mentioned in sl no. 4 shall be 12 weeks, however if any bidder wants to quote less than 12 weeks, than he can quote in left column else the activity time given by BHEL as 12 week shall be final.
5	Manufacturing Time of Machine		
6	Inspection Call by Vendor		At least 45 days before the PDI date
7	Pre- Dispatch Inspection by BHEL and dispatch clearance	2	
8	Machine Dispatch after dispatch clearance		
9	E&C at site		

*Rajin Chaurasia*

  
 09/12/22  
 MANISH NARAYAN  
 Sr. Mgr / DARGA  
 Submit to  
 Sr. Mgr / DARGA  
  
 09/12/22