

Bid Document

Bid Details	
Bid End Date/Time	06-12-2022 16:00:00
Bid Opening Date/Time	06-12-2022 16:30:00
Bid Offer Validity (From End Date)	180 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Bharat Heavy Electricals Limited (bhel)
Office Name	10110009-keep, Haridwar
Total Quantity	1
Item Category	WELDING BOOTHS AND ACCESSORIES (Q3)
Years of Past Experience Required for same/similar service	1 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Ce (Requested in ATC),OEM Authorization Certificate,OEM An Turnover,Additional Doc 1 (Requested in ATC),Additional I (Requested in ATC),Additional Doc 3 (Requested in ATC),/ Doc 4 (Requested in ATC),Compliance of BoQ specification supporting document *In case any bidder is seeking exemption from Experience Criteria, the supporting documents to prove his eligibility exemption must be uploaded for evaluation by the buyer
Past Performance	10 %
Bid to RA enabled	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
ITC available to buyer	Yes
Time allowed for Technical Clarifications during technical evaluation	2 Days
Payment Timelines	Payments shall be made to the Seller within 90 days of is consignee receipt-cum-acceptance certificate (CRAC) and submission of bills (This is in supersession of 10 days time provided in clause 12 of GeM GTC)
Evaluation Method	Total value wise evaluation

EMD Detail

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Advisory Bank	State Bank of India
EMD Amount	40000

ePBG Detail

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

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

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

Beneficiary:

BHEL HEEP HARIDWAR

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

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or their reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet the criterion.

2. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as per public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder should upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has

Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Service must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price with 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

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

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

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

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

WELDING BOOTHS AND ACCESSORIES (1 set)

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

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	5%
Number of days allowed for ICT after site readiness communication to seller	28 Days
ITC Available On GST	100%
ITC Available On GST Cess	100%

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

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

Additional Specification Documents

DrawingDocument1	View
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery D
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	1	42

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. It
1	PQR View	PQR	WELDING BOOTHS AND ACCESSORIES(1)
2	TECHNICAL SPECIFICATION View	TECHNICAL SPECIFICATION	WELDING BOOTHS AND ACCESSORIES(1)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and lead to any restrictive bidding.

Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25% bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the order by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders to accept the orders accordingly.

2. Inspection

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency be conducting inspection of stores before acceptance:

Pre-dispatch inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected AS PER TECHNICAL SPECIFICATION OF THIS TENDER.

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

3. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following ac PARAS CENTRAL HEEP STORE BHEL HEEP HARIDWAR UTTRAKHAND-249403.

4. **Forms of EMD and PBG**

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

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

5. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

SPECIAL TERMS AND CONDITIONS

1. **PAYMENT TERM:** 80% payment of Supply value shall be made within 45 days for MSE, 60 days Enterprises and 90 days for Non-MSE from the date of receipt of material at BHEL. Balance 20% of S plus 100% of the E&C portion of PO value will be paid against E&C certificate issued by BHEL and su Performance Bank Guarantee (PBG) valid for 27 months beyond the guarantee/ warranty period from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Forma confirmation charges shall be borne by vendor.

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

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

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

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

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

The estimated percentage of erection & commissioning value is: 5 % of equipment cost.

E&C value should be quoted separately by bidders. Only in case where quoted value is less than the (%) specified in the NIT or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated in NIT & accordingly supply value will be adjusted to the quoted value and balance will be released as E&C payment as per clause 3.4 above.

4. **ERECTION & COMMISSIONING TIME PERIOD:** Time period required for E&C: 04 Week from the date of intimation from BHEL.

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

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

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

Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Penalty shall be considered separately for 'Supply' and 'E&C'.

A. For delay in Supply:

The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C).

B. For Delay in Erection & Commissioning:

The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).

Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).

In case PO includes more than one machine, the penalty shall be @ 0.5% per week of delay of total PO value (Supply + E&C) for the delayed machine.

In case any bidder is not accepting the above penalty for delayed Supply and/or commissioning, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.

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

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

6. BHEL will not provide boarding, lodging, travel cost (Air ticket, local transport etc.) to vendor's repr visiting BHEL Haridwar for Commissioning.

7. Delivery Basis: FOR Destination Basis (Date of receipt at BHEL Hardwar (if supply is direct to

8. **Evaluation shall be done on Total Landed Cost to BHEL Haridwar.**

Total Landed Cost to BHEL includes Material cost, Erection & commissioning charges, Freight charges

9. Date of Part-1 Opening shall be considered for Cost Evaluation Process.

10. **PERFORMANCE BANK GUARANTEE (PBG):** Performance Bank Guarantee (PBG) valid for **27 Mo** the guarantee period by Supplier from any of the Indian branch of Consortium Banks of BHEL or fror bank and confirmed by Indian branch of Consortium Banks of BHEL for 10% of total PO Value in the Format in the currency of order. The PBG confirmation charges shall be borne by vendor. This bank shall have to be submitted before release of last balance payment.

Delivery Period: Delivery period shall be 42 days from the date of PO.

11. **PRE-DISPATCH INSPECTION CLAUSE:** BHEL is authorized to pre-inspect the material at vendor's material will be dispatched only after getting clearance from BHEL.

Bidders should give Pre-Dispatch Inspection (PDI) call at least 15 days before the scheduled deliv supplier fails to give pre-inspection call with in stipulated time, this will not be a reason of penalt delivery extension.

Travel, Lodging & Boarding charges of BHEL inspectors / trainees during pre-inspection and trair borne by BHEL.

For details, please refer Technical Specification of this Tender Enquiry.

12. **ERNEST MONEY DEPOSIT (EMD):** EMD shall be applicable for this tender of **Forty Thousar Only.**

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

EMD shall be waved off as per GEM Terms and Conditions also for vendors who are seeking exemp GeM Terms and Conditions.

Please note that EMD by the tenderer shall be forfeited as per Tender Documents if, the bidder/vendor refuses to honour the order after award of the same or him and/or withdraws his unilaterally changes the offer and/or any of its terms & conditions within the validity period.

EMD given by the unsuccessful tenderer shall be refunded on acceptance of award / LOI/ PO by tenderer. The EMD of successful bidder shall be returned after submission of Contract exec guarantee.

EMD shall be not carry any interest. EMD shall be returned after PO placement.

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

1. If EMD is not submitted at the time of Tender Submission.
2. If any dealer/Authorised representative/Traders is quoting item of their OEM then EMD b not be passed on to any dealer/Authorised representative/Traders.
3. If any bidder's claims EMD benefit on GeM portal while submitting the offer and a opening while evaluation, it is found that the claim of bidder is not as per EMD exemption then the offer of the bidder shall be ignored and no communication in this matt entertained.

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

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

In case of delay BHEL will be within their rights to get the job completed at the risk and cost of the su

15. Purchaser i.e. BHEL, Haridwar reserves the right to cancel this GEM Custom Bid Tender Enquiry at a Tender Enquiry but, before Purchase Order Placement on GeM Portal. BHEL Haridwar shall not be liab the bidder/or any other agencies to tell the reason for cancellation of this GEM Custom Bid Tender this matter the decision of Purchase which is BHEL Haridwar shall be final and can't be challenged i of Law.

16. Settlement of Disputes:

If any dispute, controversy or claim arising out of, relating to, or in connection with, this contract, or termination or validity thereof, arises, both parties hereto shall endeavor to settle such dispute. 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 to have failed as soon as one of the parties hereto, after reasonable attempts (which attempt shall not be less than 30 days); give 30 days' notice, in writing, invoking arbitration and calling upon the other party to constitute the tribunal as provided.

All or any such disputes or differences arising between the parties to this contract shall be referred to a Tribunal consisting of single arbitrators. Sole arbitrator shall be appointed on mutually agreed by both parties.

The place of arbitration shall be New Delhi for foreign vendors. The language of arbitration shall be English. The substantive law applicable to the substance of the dispute shall be the Indian Law. GISTC clause may be applicable for this clause.

For Indigenous Source. The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction.

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

Arbitration Clause:

In case of any dispute arising out of or in connection with this contract, the same shall be referred to a sole arbitrator under Arbitration & Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of both parties. The seat & venue of arbitration shall be Haridwar. The proceedings shall be conducted in accordance with the governing law of the contract shall be the substantive Law of India.

17. Risk Purchase Clause

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may purchase such material from an 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 the consent of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Conditions of Sale.

18. Force Majeure Clause

a) Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc.

b. The party claiming to be affected by force majeure shall notify the other party in writing immediately after the occurrence of such circumstances and without delay on the intervention and on the cessation of such circumstances. If force majeure occurs, the purchaser from fulfilling his obligations, he shall not be forced to compensate the contractor for the expenses.

c. Regardless of what might otherwise follow from these general conditions, either party shall terminate the contract by notice in writing to the other party if performance of the contract is suspended under Clause Force Majeure for more than 6 months.

d. Evidence for this would be "Force Majeure" certificate issued by chamber of commerce of the country.

19. **War Like Situation**

If the war like situation has developed in a country where a vendor's works involved in the country are located or there is political instability and Indian Embassy located in that country forbids dealing with said vendor or advises for not having any business dealing with vendor located in such zone, 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 is confirmed by Indian Embassy.

20. **Action against Bidders / vendor / supplier / contractor in case of default:**

In order to protect the commercial interests of BHEL, BHEL shall take action against suppliers / contractor in the way of suspension of business dealings, who either fail to perform or are in default without any cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or misconduct or formation of cartels so as to influence the bidding process or influence the price etc.

Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor and shall be as per "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" ; BHEL's website "<https://www.bhel.com/guidelines-suspension-business-supplierscontractors>"

21. **Taxes & duties**

GST Registration Number

Address of Principal place of Business

Type of Business

HSN Code, its description & rate of applicable GST for the offered material

Whether registered under Composite scheme of GST (Y/N).

It should be noted that the evaluation of the offers shall be done considering the taxation, applicable under GST.

Please submit your GST registration certificate.

Note: TDS as per Statutory guidelines will be deducted at source. Kindly submit your offer accordingly.

22. **Purchase Preference for (Make in India)**

For this procurement, the local content to categorize a supplier as a Class-I supplier / class-II local supplier and purchase preference to class -I local supplier, is as defined in public procurement (to make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable.

even if issued after issue of this NIT, but before opening of Part-II bids against this NIT”.

The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certificate (Format enclosed) that the item offered meets the minimum local content and shall give details of the place(s) at which the local value addition is made.

23. Bidder agrees to submit performance security required for execution of the contract within the time mentioned. In case of delay in submission of performance security, enhanced performance security which shall 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 shall be recovered as per terms defined in NIT I contract, from the bills along with due interest.
 24. The Bidder has to declare 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, conditions, terms, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competition 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.
 25. In the event of any disallowance of input credit or applicability of interest or any other financial implication arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be borne by the bidder.
Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. In the event of no change in law but bidder quoting certain tax structure in bid document which is different than the applicable one, such amount shall be the maximum amount of tax that can be levied on the bidder.
Attach separate sheet for additional information if necessary. The above terms & conditions shall prevail over the terms & conditions found contradictory written elsewhere in the offer.
- Attach separate sheet for additional information if necessary. The above terms & conditions shall supersede the terms & conditions found contradictory written elsewhere in the offer.
26. 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, conditions, terms, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competition 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.
 27. GST Input Tax Credit shall be applicable for this tender.
 28. Participating bidders must reply against each point of BHEL Technical Specification.
 29. Warranty period for material shall be **two years** from date of Final Commissioning and acceptance at Haridwar.
 30. Early Delivery is acceptable.
 31. Test Certificate is not required.
 32. Operation and Maintenance manual not required.
 33. spares as per clause No-06 Technical Specifications of this tender enquiry.

34. HSN Code of the equipment is 39253000, 73082019 and 8468.
35. Suppliers are requested to send point wise reply to BHEL Technical Specification.
36. Technical Specification along with PQR, Drawings, above mentioned Special Terms and Conditions tender enquiry shall prevail where any contradiction arises with GeM terms and conditions.
37. Years of Past Experience Required selected as 1 and Past Performance selected as 10 in this GeM Tender not be applicable for this GEM Bid. Bidders are requested to kindly ignore these two parameters in tender and these two parameters shall not be considered for Tender Evaluation. Bidders are requested to quote item as per Technical Specification, PQR and Special Terms and Conditions as mentioned in this GeM Tender.
38. The vendor needs to supply the items in line with the clauses of the attached technical specification and terms of the tender document.
39. Foundation work services shall be in BHEL scope only. All the participating bidders must quote price considering this point also.
40. This Special Terms and Conditions shall prevail for commercial parameters for this Tender Enquiry.
41. For any kind of queries related to this tender enquiry, kindly contact undersigned on sanjay.singh@bhel.com +919899095970/01334281147.
42. It may please be note that One set = 22 Nos. Bidders are requested to quote prices as per technical specification of this tender.

43. UNPRICE BID FORMAT.

Description	Unit of Measurement	Total Qty (No.)	Unit Price (in Indian rupees)	Total Price in Indian rupees
WELDING BOOTHS AND ACCESSORIES AS PER ENCLOSED SPECIFICATION (Item wise break up to be provided as per Tender Enquiry and Scope of Supply)	SET	01 SET (22 Nos.)		
-	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	-
	GST on total supply value (mention applicable rate of GST)	-
	Total supply cost at BHEL Haridwar =	-
	** 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)	-
	GST on commissioning charges (mention applicable rate of GST)	-

SPECIAL NOTE:

- EACH BIDDER HAS TO UPLOAD UNPRICE BID FORMAT ALONG WITH TECHNICAL BID SUBMISSIC FORMAT BY MENTIONING QUOTED WHERE PRICE HAS BEEN ASKED TO QUOTE AND CLEARLY MEI APPLICABLE TAXES AND DUTIES IN THE ABOVE-MENTIONED UN-PRICE BID FORMAT.**
- EACH BIDDER HAS TO QUOTE THE PRICES ON GEM PORTAL ONLY, PRICES QUOTED ON GEM PORT ONLY BE COSIDERED AS FINAL AND SHALL BE CONSIDERED FOR FURTHER ORDERING.**
- THE ABOVE FORMAT IS JUST FOR THE CONFIRMATION THAT HOW BIDDER HAS QUOTED THE GEM PORTAL AND IF ANY DISCREPENY ARISES THEN PRICES QUOTED ON GEM PORTAL CONSIDERED AS FINAL.**

7. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to a maximum of quoted GST %.

8. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid ATC and Corrigendum if any.

9. Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

10. Scope of Supply

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

11. Generic

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

12. Generic

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

13. Inspection

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

When there is requirement of submission of advance sample, the seller shall inform the buyer promptly through the date of submission of sample to the buyer nominated Inspection agency.

14. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name EMD Account No. 10667995458 IFSC Code SBIN0000586 Bank Name State Bank of India Branch address State Bank of India SME Branch Ranipur, Sector-5A , BHEL RANUPUR HARDWAR PIN - 249403, UK ..

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line bidding. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority of the Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of

any reference of conditions published on any external site or reference to external documents/clauses shall also be void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, raise their representation against the same by using the Representation window provided in the bid details field in Seller's dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not collect Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer for payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---