



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2024/B/5158809 Dated/दिनांक : 15-07-2024

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-07-2024 15:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	25-07-2024 15:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	75 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises	
Department Name/विभाग का नाम	Department Of Heavy Industry	
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)	
Office Name/कार्यालय का नाम	10170006-ivp Goindwal	
Total Quantity/कुल मात्रा	1300	
Item Category/मद केटेगरी	Insert Carbide (Q3)	
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No	
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़ विक्रिता से मांगे विक्रेता से मांगे हिंदि हिंदि हिंदि हिंदि है कि प्रताविक्र है		
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	Yes	
RA Qualification Rule	H1-Highest Priced Bid Elimination	
Type of Bid/बिंड का प्रकार Two Packet Bid		
Primary product category	Insert Carbide	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय		
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	

Bid Details/बिड विवरण			
Payment Timelines issue of (CRAC) a superse:		Payments shall be made to the Seller within <b>90</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)	
	Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/	

# EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No

## ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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## Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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## **Details of the Competent Authority for MSE**

Name of Competent Authority	Rajesh Kumar
Designation of Competent Authority	Sr. Manager
Office / Department / Division of Competent Authority	ММ
CA Approval Number	123
Competent Authority Approval Date	13-07-2024
Brief Description of the Approval Granted by Competent Authority	Approval granted for MSE preference exemption. Approval granted for MSE preference exemption.

Competent Authority Approval for not opting Micro and Small Enterprises Preference : <u>View Document</u>

## MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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- 1. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
- 2. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
  - i. If number of technically qualified bidders are only 2 or 3.
  - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
  - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
  - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
  - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

#### Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता:

Bid Confirmation Details - 1721021003.xlsx

#### **Evaluation Method** ( Item Wise Evaluation Method )

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Insert Carbide	400
Schedule 2	Insert Carbide	900

#### Insert Carbide (400 pieces)

## Technical Specifications/तकनीकी विशिष्टियाँ

\* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
Generic	Finishing Type Carbide		
	Material	Carbide Steel	
Performance Parameters	Hardness in HRC 45.0 - 93.5 Or higher		
Warranty/Service	Complete Unit Warranty	1, 2 Or higher (year)	
Certifications and	ISI Marked	Yes, No Or higher	
Standards	ISO Certification of Manufacturer	Yes, No Or higher	

# Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sunil Kumar Pandey	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	400	60

# Insert Carbide ( 900 pieces )

# Technical Specifications/तकनीकी विशिष्टियाँ

# \* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
Generic	Finishing Type	Carbide	
	Material	Carbide Steel	
Performance Parameters	Hardness in HRC	45.0 - 93.5 Or higher	
Warranty/Service	Complete Unit Warranty	1, 2 Or higher (year)	
Certifications and	ISI Marked	Yes, No Or higher	
Standards	ISO Certification of Manufacturer	Yes, No Or higher	

# Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sunil Kumar Pandey	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	900	60

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन

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

#### 1. Generic

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

#### 2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

#### 3. Certificates

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

#### 4. Generic

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

#### 5. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

#### 6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

# UNIT RATES TO BE QUOTED SHOULD BE INCLUSIVE OF ALL TAXES AND ON FOR GOINDWAL BASIS.

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# **PRE-QUALIFICATION CRITERIA (PQC)**

Bidder has to submit following documents to fulfil PQC:

# **BIDDER TYPE**

#### a) For manufacturers:

Procurement shall be preferred from manufacturers. In case manufacturer insists on engaging a dealer / a gent, such dealer / agent is not allowed to represent more than one manufacturer for same item. UDYAM R egistration Certificate or any other documentary evidence is to be submitted for proof as manufacturer.

#### b) For dealers:

In case of dealers / agents, valid authorized dealer certificate is required from original manufacturer (OEM ). In case bids are received from dealer / agent and manufacturer both, bid submitted by dealer will be rejected. A dealer representing more than one manufacturer for same item will be rejected. Kindly quote f or single make only. Dealer has to provide contact details (like name, e-mail id, telephone no & address) of OEM office issuing "Dealer Authorization Certificate".

# **S1.** SCOPE OF SUPPLY

All the items are to be supplied as per below mentioned specifications:

SI. No.	Material Code	Description	Quantity ( Nos.)	Technical Specifications
1	GWT67019097	Inserts SNMG 120408	400	PVD coated carbide, Chip breaker, Square 90deg; , Application -Stainle ss Steel / Heat-Resistant Alloy, Tita nium Alloy, stellited deposited mate rials with 38~40HRC, Required for I ntermediate/Rough Cutting. Accept able Makes: Kennametal, Sandwik, Seco, Kyocera, Ceratizit, Taegutech, Kyocera , Widia and YG

2	GWT67019022	Inserts CNMG 120408	900	PVD coated carbide, Chip breaker, Diamond 80deg; Negative Rake  Angle, with Hole, Application -Stain less Steel / Heat-Resistant Alloy, Tit anium Alloy, stellited deposited mat erials with 38~40HRC, Required for Intermediate/Rough Cutting. Makes:
				WIDIA KENNAMETAL, CERATIZIT, SA NDVIK, KYOCERA

<u>Payment Terms:</u> Payments shall be made to the Seller within the mentioned days (as per below table) of issue of consignee receipt cum-acceptance certificate (CRAC) and on-line submission of bills.

Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	45 Days
Medium Enterprises	60 Days
Non MSME	90 Days

To be considered as Micro, Small or Medium enterprise, bidder must be manufacturer of offer product and relevant valid certificate as per latest MSME guidelines is to be submitted along with bid. In case of bid sub mitted as trader / dealer etc., bidder will be considered as Non-MSME.

# **Performance Security (PS)**

## Applicability:

- 1) Performance Security will not be applicable in which total PO value on vendor in on e tender enquiry is less than or equal to Rupees one lakh.
- 2) In case total PO value on vendor in one tender enquiry is greater than Rs. 1 Lakh: Successful bidder (L1 or counter-offer accepted) has to submit Performance Security (PS) @5% of PO value within 21 days from the date of award of PO. PS shall be valid for a period of one year. This PS will be released to the vendor without interest after two months beyond the completion of all supplies under the PO.

Before the release of this PS, vendor has to submit another PS @1% of PO value or Rs . 3000.00 whichever is higher after two months beyond the completion of all supplies under the PO. This PS shall be valid for a period of 12 months. This additional PS will be released to the vendor without interest after expiry of validity upon fulfilment of c ontractual obligations as per terms of contract.

The mentioned value is net of taxes.

Vendor has to submit written request to BHEL for refund of PS well in advance before the due date.

In case of non-submission of PS for 5% of contract value, it will amount to breach of c ontract.

#### Mode of deposit:

Performance security may be furnished in the following forms:

- 1) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- 2) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- 3) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL ).
- 4) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- 5) Insurance Surety Bond.
- 6) By way of retention from dues available in the form of Bills payable to the supplier against same / other contracts in the same unit.

(Note: BHEL will not be liable or responsible in any manner for the collection of intere st or renewal of the documents or in any other matter connected therewith).

# **Forfeiture of Performance Security:**

The performance security will be forfeited and credited to BHEL's account in the event of a breach of contr act by the supplier.

#### **Breach of contract, Remedies and Termination**

In case of breach of contract, wherever the value of security instruments like perform ance bank guarantee available with BHEL against the said contract is 10% of the cont ract value or more, such security instruments to the extent of 10% contract value will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered in all or any of the following manners:

- from dues available in the form of Bills payable to defaulted supplier against the sa me contract.
- from the dues payable to defaulted supplier against other contracts in the same Re gion/Unit /any other region/unit.
- In-case recoveries are not possible with any of the above available options, Legal a ction shall be initiated for recovery against defaulted supplier.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be appli ed as per provisions of the contract.

## **Warrantee and Corresponding Repair / Replacement of Goods**

Goods shall comply with the specifications for material, workmanship and performan ce. Unless otherwise specified, vendor shall give a warrantee against design & manuf acturing defects for a period of 18 months from the date of receipt. In case of non-ac ceptance of this term, bid shall be liable for rejection.

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and

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conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

#### This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

#### ---Thank You/धन्यवाद---