

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	26-02-2024 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	26-02-2024 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	160 (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	10110009-heep, Haridwar
Total Quantity/कुल मात्रा	2
Item Category/मद केटेगरी	OIL THROTTLE VALVE FOR UKAI-3&5 R&M (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	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 90 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)

Bid Details/बिड विवरण**Evaluation Method/मूल्यांकन पद्धति**

Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता

No

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता

No

Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता

Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in 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 qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local 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 cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local 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 .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as

defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with 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 within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

3. 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:

- 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

OIL THROTTLE VALVE FOR UKAI-3&5 R&M (2 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में)		
1	Sandeep Gill	394680, CHIEF ENGINEER (Gen.) GUJRAT STATE ELECTRICITY CORPORATION LIMITED UKAI R&M STORE, THERMAL POWER STATION UKAI DIST-TAPI P.O.UKAI DAM, TAL-FORT-SONGADH PIN-394680 GUJRAT	Quantity/मात्रा	Delivery to start after/प्रारम्भ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी _____ तक पूरी कर ली जाए
			1	30	45
			1	50	90

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Compliance of GTC on GeM: General Terms and Conditions on GeM 4.0 (Version 1.12). Please submit signed & stamped copy of the same.

2. Public Procurement (Preference to Make in India): "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 Ref. No. P-45021/2/2017-PP (BE-II) dtd. 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 this NIT, but before opening of Part-II bids against this NIT."

As per Make in India Order, only Class-I and Class-II local supplies are eligible to bid in this tender enquiry/NIT.

For this eligibility criteria, bidders are required to submit certificate of Minimum local content as specified in the Annexure-B of the tender.

The Certificate shall be certified in line with PPP-MII Order.

3. Compliance of Rule 144 (xi) of GFR 2017: Compliance of Restrictions under Rule 144 (xi) of GFR 2017 shall be as General terms and conditions on GeM.

4. Evaluation Criteria: Evaluation will be done on the basis of total all-inclusive landed cost to BHEL, with cost involved for delivery up to BHEL project site (considering material cost, taxes & duties and Freight charges up to BHEL Project site).

5. Basis of Quotation: Please quote your FOR price inclusive all. (i.e. Ex-Works, freight prepaid basis up to BHEL Project site including freight, Packing & forwarding charges (if any) and GST).

6. Transit Insurance: Transit insurance for shall be arranging by BHEL. Please do not include in the basic price.

7. Evaluation Currency: The evaluation currency for this tender shall be INR.

8. Validity: Confirm that the validity of the offer shall be 160 days from the due date of opening of Techno-Commercial offers. Please note that BHEL reserves the right to ignore the offers quoting validity less than 160 days from EOD (Enquiry Opening Date).

9. Engineering Document/ Document approval: Drawings/Data sheets/documents as called for in the specifications (if any) shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. Any delay in delivery on

account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt. In case of delay on account of BHEL, delivery shall be re-scheduled accordingly.

10. Payment Terms: The payment term shall be done after issue of consignee receipt -cum acceptance certificate (CRAC) and receipted copy of GR as Micro & Small Enterprises (MSEs) 45 days, Medium Enterprises 60 days and Non MSME 90 days. These payments are subject to submission of non-discrepant documents in one go.

In case of deviation in payment terms w.r.t. tender conditions, offer shall be evaluated after loading on account of deviation in payment terms as per extended rules of BHEL.

11. Liquidated Damages (LD) for late delivery: Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof subject to maximum of 10 % of the total order value of each lot (each Lot wise/Project wise/ Unit wise). Purchase Order value for this purpose shall be the Total Gross Value payable to the vendor (Before LD) excluding taxes and duties for (each Lot wise/Project wise/Unit wise).

In case of any deviation to the above penalty clause, BHEL reserves the right to load the offers to the extent to which it is not agreed by vendors (at offered value). Date of LR/GR/RR shall be considered as date of delivery for LD Purpose/ All purpose.

12. Quality requirements & third-party inspection: PLEASE SUBMIT YOUR QUALITY PLAN FOR BHEL/END CUSTOMER APPROVED ALONG WITH YOUR OFFER.

INSPECTION SHALL BE DONE BY BHEL NOMINATED INSPECTION AGENCY AND END CUSTOMER AS PER FINAL END BHEL/CUSTOMER APPROVED QUALITY PLAN.

INSPECTION CHARGES BY THIRD PARTY INSPECTION AGENCY SHALL BE TO BHEL'S ACCOUNT. BHEL SHALL PAY DIRECTLY TO TPI. HOWEVER, ALL COORDINATION WITH TPI FOR ARRANGING INSPECTION SHALL BE DONE BY SUPPLIER.

13. MDCC Clause: Please note that, material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) end customer. For issue of MDCC, vendors are required to submit all test certificates (TC) and inspection report of third party (IR) to BHEL. After review & acceptance of the quality document, BHEL will forward the same to end customer for issuance of MDCC.

After receipt of complete quality documents / TCs, minimum 7 days would be required by BHEL for issuance of MDCC.

Material shall be dispatched within 7 days from the date of issuance of MDCC.

14. Delivery: Please note that material is required at BHEL project site immediate after placement of PO. Hence, quote your deliveries accordingly in no. of weeks/months from the date of PO including the time required for approval of documents. If the delivery quoted by you does not meet BHEL's delivery requirement / revised delivery requirement as per site progress, you will be given a chance for reviewing your quoted delivery and inform revised delivery to BHEL. After this, if your delivery does not meet BHEL's required delivery / revised delivery as per site progress, BHEL reserve the right to reject your offer.

15. Guarantee: The supplier shall Guarantee trouble free and satisfactory operation of the equipment for a period of 12 months from the date of installation and commissioning.

oning or 18 months from the date of dispatch from supplier works whichever is later. If, during erection/commissioning and operation at site, any defect in any component is detected, purchaser's/owner's site representative shall prepare the assessment report and a copy of the same shall be forwarded to the supplier. The supplier shall replace/rectify the concerned items free of charge. The supplier, if he so desired, may depute their representative to site at his own cost otherwise the report of purchaser's/owner's site representative shall be binding on supplier.

16. Packing Instruction: VALVE ENDS, MACHINED AND UN MACHINED SURFACES ETC. SHALL BE PROTECTED AGAINST RUSTING AND CORROSION AND VALVE SHALL BE PACKED ACCORDING TO MODE OF TRANSPORT AND STORAGE IN TOP SHADE STORE GALLERY IN TROPIC CLIMATIC CONDITIONS FOR A PERIOD OF 8 TO 12 MONTHS. VALVES SHALL BE SUPPLIED WITH ALL ENDS OF VALVE BODY PROPERLY AND SUITABLY SEALED. VENDOR SHALL KEEP 2 COPIES OF O&M MANUAL AND CHARACTERISTIC CURVE IN SIDE DISPATCH BOX AND ALSO MENTION IT IN VENDOR'S SHIPPING LIST.

17. Operation & Maintenance Manual: GUARANTEE CERTIFICATE REQUIRED. TEST CERTIFICATE REQUIRED.

OPERATION AND MAINTENANCE MANUAL REQUIRED. WARRANTY CERTIFICATE REQUIRED.

18. Risk Purchase: In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfilment 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.

20. Action against Bidders / vendor / supplier / contractor in case of default: In order to protect the commercial interests of BHEL, BHEL shall act 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, 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.

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 "<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>"

21. Arbitration/settlement of disputes clause: In case of any dispute arising out of or 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. Dispatch documents: Following dispatch documents to be provided immediately

after directly dispatch to BHEL Project site for billing purpose:

- Test/Inspection certificates as per QAP clause wise and asked in technical specifications
- Guarantee/Warranty Certificates
- GST e- Invoice and commercial inv
- GeM invoice
- Original consignee copies of GR/LR/RR (Material shall be dispatched on door delivery basis without consignee copy)
- Packing list
- Original GST compliance certificate
- MRC/POD/Receipted LR/RR/GR copy (as per proof of delivery of material at BHEL Project site)

Special note to bidders:

Following documents are an integral part of this Tender Enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) are to be submitted/uploaded along with offer on GeM portal against this bid.

1. Please submit replica of Price schedule (without prices) showing "quoted" in place of price along with techno-commercial bid (Part-I) for all respective projects.
2. Please submit signed & Stamped copy (each page) of duly filled of confirmation column of "Buyers Specific Additional Terms & Conditions (ATC)" and its clause wise supporting documents where required.
3. Please submit signed & stamped copy (each page) of GeM General Terms and Conditions (GTC) along with Tender documents.
4. Please submit signed & stamped copy (each page) of PQR documents with proper filled information and related supporting documents as mentioned in PQR. BHEL reserve the right to reject the bids received without proper PQR supporting documents.
5. Please submit signed & stamped copy (each page) of BHEL Technical specifications along with your offer.
6. Please submit signed & stamped copy your QAP for BHEL/end customer approval.
7. Please Submit Signed & stamped copy of GeM bid documents.

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 conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---