



Bid Number: GEM/2022/B/2499794

Dated: 03-09-2022

**Bid Document**

| <b>Bid Details</b>   |  |
|--|--|
| <b>Bid End Date/Time</b>   | 13-09-2022 18:00:00  |
| <b>Bid Opening Date/Time</b>   | 13-09-2022 18:30:00  |
| <b>Bid Offer Validity (From End Date)</b>                                    | 75 (Days)  |
| <b>Ministry/State Name</b>   | Ministry Of Heavy Industries And Public Enterprises  |
| <b>Department Name</b>   | Department Of Heavy Industry   |
| <b>Organisation Name</b>   | Bharat Heavy Electricals Limited (bhel)  |
| <b>Office Name</b>   | 10140027-hbbp Trichy   |
| <b>Total Quantity</b>  | 2000   |
| <b>Item Category</b>   | Rust Preventive Fluid (NIGARILAN 20) (Q3)  |
| <b>MSE Exemption for Years Of Experience and Turnover</b>                    | Yes  |
| <b>Startup Exemption for Years Of Experience and Turnover</b>                | Yes  |
| <b>Document required from seller</b>   | Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC)<br>*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 |
| <b>Bid to RA enabled</b>   | Yes  |
| <b>RA Qualification Rule</b>   | 50% Lowest Priced Technically Qualified Bidders  |
| <b>Time allowed for Technical Clarifications during technical evaluation</b> | 2 Days   |
| <b>Payment Timelines</b>   | 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)   |
| <b>Evaluation Method</b>   | Total value wise evaluation  |

**EMD Detail**

|          |    |
|----------|----|
| Required | No |
|----------|----|

**ePBG Detail**

|          |    |
|----------|----|
| Required | No |
|----------|----|

## Splitting

Bid splitting not applied.

## MII Purchase Preference

|                         |    |
|-------------------------|----|
| MII Purchase Preference | No |
|-------------------------|----|

## MSE Purchase Preference

|                         |     |
|-------------------------|-----|
| MSE Purchase Preference | Yes |
|-------------------------|-----|

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. 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.
4. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

## Rust Preventive Fluid (NIGARILAN 20) ( 2000 liter )

|            |           |
|------------|-----------|
| Brand Type | Unbranded |
|------------|-----------|

## Technical Specifications

|                              |                          |
|------------------------------|--------------------------|
| Buyer Specification Document | <a href="#">Download</a> |
|------------------------------|--------------------------|

### Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address   | Quantity | Delivery Days |
|-------|-----------------------------|---|----------|---------------|
| 1     | Panneerselvam M             | 620014,Seamless steel tube plant, Bharat Heavy Electricals Limited, Thiruverumbur, Tiruchirappalli - 620014 Tamilnadu | 2000     | 15            |

### Buyer added Bid Specific Additional Scope of Work

| S.No. | Document Title                                     | Description                | Applicable i.r.o. Items                    |
|-------|--|----------------------------|--|
| 1     | Pre-Qualification Criteria<br><a href="#">View</a> | Pre-Qualification Criteria | Rust Preventive Fluid (NIGARILAN 20)(2000) |
| 2     | Technical Specification<br><a href="#">View</a>    | Technical Specification    | Rust Preventive Fluid (NIGARILAN 20)(2000) |

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not 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 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. Generic

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

#### 3. 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.

#### 4. **Generic**

**Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

#### 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. **Generic**

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

#### 7. **Inspection**

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:  
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): SELLER AT SELLER'S WORKS  
Post Receipt Inspection at consignee site before acceptance of stores: AT BHEL Trichy

#### 8. **Scope of Supply**

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

#### 9. **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.

#### 10. **Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

#### 11. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

##### **Payment terms:**

100% Payment will be released within 90 days of issue of CRAC and on-line submission of bills.  
For Micro and Small Enterprises - 100 % Payment within 45 days from CRAC.

For Medium Enterprises- 100% Payment within 60 days from CRAC.

MSE suppliers can avail the intended benefits only if they submit Udyam Registration Certificate along with the Offer.

The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected.

The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).

## **Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking 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 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.

**---Thank You---**