



Bid Number/बोली क्रमांक (बिड संख्या): GEM/20

Dated/दिनांक:

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	28-06-2023 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	28-06-2023 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (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-heap, Haridwar
Total Quantity/कुल मात्रा	25
Item Category/मद केटेगरी	W92311322087 DRG: 21132202902 REV: 02 CASTING F CONE (R/M) SPEC: HW19581 REV: 04 (Q3) , W92311322 21132257901 REV: 00 VALVE COVER (R/M CASTING) SPI REV: 04 (Q3) , W92311320203 DRG: 21132011901 REV: COVER (R/M CASTING) SPEC: HW19581 REV: 04 (Q3) , W DRG: 31122211902 REV: 00 CASTING FOR DIFFUSER SP REV: 04 (Q3) , W92311320211 DRG: 21132011902 REV: FOR VALVE CONE (R/M) SPEC: HW19581 REV: 04 (Q3) , W92310515051 DRG: 21051514901 REV: 03 CASTING F ELBOW SPEC: HW19576 REV: 03 (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),Additional Doc 1 (Reques ATC),Additional Doc 2 (Requested in ATC),Additional Doc in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experien Criteria, the supporting documents to prove his eligibilit exemption must be uploaded for evaluation by the buye
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	W92311322087 DRG: 21132202902 REV: 02 CASTING F CONE (R/M) SPEC: HW19581 REV: 04

Bid Details/बिड विवरण	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 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 consignee receipt-cum-acceptance certificate (CRAC) or submission of bills (This is in supersession of 10 days tin in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	17531
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	65810
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	81623
Schedule 4 EMD Amount/ईएमडी राशि (In INR)	30904
Schedule 5 EMD Amount/ईएमडी राशि (In INR)	9929
Schedule 6 EMD Amount/ईएमडी राशि (In INR)	5097

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

BHEL
10110009-HEEP, Haridwar, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Public Enterprises
(Bhel)

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
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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 be Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must submit certificate from the OEM regarding the percentage of the local content and the details of locations at which the local is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the FCI Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per 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 selected Purchase preference Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

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 and Small 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. Traders are not eligible from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be 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% (by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity. L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or impact on 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 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.

4. 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.

Evaluation Method (Item Wise Evaluation Method)

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

Evaluation Schedules	Item/Category
Schedule 1	W92311322087 Drg: 21132202902 Rev: 02 Casting For Valve Cone (r/m) Spec: Hw19581 Rev: 04
Schedule 2	W92311322109 Drg: 21132257901 Rev: 00 Valve Cover (r/m Casting) Spec: Hw19581 Rev 04
Schedule 3	W92311320203 Drg: 21132011901 Rev: 00 Valve Cover (r/m Casting) Spec: Hw19581 Rev 04
Schedule 4	W92311222520 Drg: 31122211902 Rev: 00 Casting For Diffuser Spec: Hw19581 Rev: 04
Schedule 5	W92311320211 Drg: 21132011902 Rev: 00 Casting For Valve Cone (r/m) Spec: Hw19581 Rev: 04
Schedule 6	W92310515051 Drg: 21051514901 Rev: 03 Casting For Exhaust Elbow Spec: Hw19576 Rev 03

W92311322087 DRG: 21132202902 REV: 02 CASTING FOR VALVE CONE (R/M) SPEC: HW19581 Rev: 04 (4 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)
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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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

DrawingDocument1	View
DrawingDocument2	View
DrawingDocument3	View

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 of days from contract start c prarambh होने की तारीख से दिनों व		
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	Quantity/ मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Del c I
			2	120	150
			2	180	210

W92311322109 DRG: 21132257901 REV: 00 VALVE COVER (R/M CASTING) SPEC: HW1958 6 pieces)

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

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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

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DrawingDocument2	View
DrawingDocument3	View

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 of days from contract start c prarambh होने की तारीख से दिनों व		
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	Quantity/ मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Del c I
			2	120	150
			2	180	210
			1	240	270
			1	270	300

W92311320203 DRG: 21132011901 REV: 00 VALVE COVER (R/M CASTING) SPEC: HW1958 4 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier resp 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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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

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DrawingDocument3	View

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 of days from contract start c prarambh होने की तारीख से दिनों व		
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	Quantity/ मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Del c I
			2	120	150
			2	180	210

W92311222520 DRG: 31122211902 REV: 00 CASTING FOR DIFFUSER SPEC: HW19581 REV pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

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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 of days from contract start of prarambh होने की तारीख से दिनों व		
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	Quantity/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Del
			2	120	150
			2	180	210
			1	240	270
			1	270	300

W92311320211 DRG: 21132011902 REV: 00 CASTING FOR VALVE CONE (R/M) SPEC: HW104 (4 pieces)

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

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100%	NA

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

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DrawingDocument2	View
DrawingDocument3	View

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 of days from contract start of prarambh होने की तारीख से दिनों व		
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	Quantity/ मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Del c I —
			2	120	150
			2	180	210

W92310515051 DRG: 21051514901 REV: 03 CASTING FOR EXHAUST ELBOW SPEC: HW19! (1 pieces)

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

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100%	NA

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

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DrawingDocument2	View
DrawingDocument3	View

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

S.No./क्र.सं.	Consignee Reporting/Officer/परेषि ती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची of days from contract start c prarambh होने की तारीख से दिनों व		
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	Quantity/ मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Del c I
			1	90	120

Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं.	Document Title	Description	Applicable/रिर्स प्रभार के i.r.o. Item:
1	QP View	QP	W92311322087 DRG: 21: REV: 02 CASTING FOR VA (R/M) SPEC: HW19581 RE 04(4),W92311322109 DR 21132257901 REV: 00 V/ (R/M CASTING) SPEC: HW 04(6),W92311320203 DR 21132011901 REV: 00 V/ (R/M CASTING) SPEC: HW 04(4),W92311222520 DR 31122211902 REV: 00 C/ DIFFUSER SPEC: HW1958 04(6),W92311320211 DR 21132011902 REV: 00 C/ VALVE CONE (R/M) SPEC: REV: 04(4),W923105150: 21051514901 REV: 03 C/ EXHAUST ELBOW SPEC: f 03(1)

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

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 quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered q to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bo the orders accordingly.

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceec not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

BHEL HEEP HARIDWAR

Account No.

10667995458

IFSC Code

SBIN0000586

Bank Name

STATE BANK OF INDIA

Branch address

SECTOR-5, RANIPUR BRANCH, HARIDWAR

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

4. 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.

5. 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 1 of quoted GST %.

6. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SPECIAL INSTRUCTIONS OF THE ENQUIRY: -

- a) All bidders to provide point wise reply/confirmation along with relevant supporting documents and every point of Pre-Qualification Requirement/PQR {**Annexure-PQR**} for all enquiry items. Non-compliance of these may lead to rejection of offer as these are essential condition for participating in the bid.
- b) ITEM DETAILS- As per **Annexure- (Item Details)**.
- c) VENDOR TO ACCEPT AND ENDORSE BHEL QP (NO. QA/CF/QP/ST038/02, REV 00). (refer **Annexure**)
- d) Inspection shall be done by BHEL nominated inspection agency "INTERTEK" as per Bid QP.
- e) Test certificate shall be submitted by the vendor with clear marking of QP clause number on each page. Also, test certificates shall be arranged QP clause wise.
- f) Vendor to offer best delivery schedule in line with BHEL tender requirement. Delivery is not negotiable. However, offer of vendors may not be considered whose quoted delivery does not suit BHEL.

- g) Vendor to submit duly signed & sealed Integrity Pact in BHEL format along with offer
- h) All interested vendors must submit the endorsed NDA (**Annexure-NDA**) well in time to BHEL drawings and specifications. The dully filled NDA shall be submitted to following email ids: [n; ravikumar.r@bhel.in](mailto:ravikumar.r@bhel.in) ; su-pal@bhel.in ;kumar.rahul@bhel.in, tuhindey@bhel.in
- i) Test certificate and Guarantee certificate to be provided by vendor at the time of supply o
- j) Vendors must also remit the requisite **EMD (Earnest Money Deposit)** as mentioned in t ents. If EMD is not submitted by any vendor, then their offer shall not be considered. BHEL HEEP Haridwar registered Indian vendors with following vendor codes mentioned in t aterial code wise shall be exempted from submitting EMD & have to upload scanned copy o istration document in place of EMD document while bidding.

Material code s	Vendor Codes
W92311322087	M04175,M12035,M11125,M18081,M41137,M18104,M26046,M22726
W92311322109	M04175,M12035,M11099,M11125,M18081,M41137,M18104,M04135,M2634,M22726,M06068
W92311320203	M04175,M22726,M27034,M26046,M04135,M18104,M41137,M18081,M1135,M06068
W92311222520	M04175 ,M12035, M11125, M18081, M41137, M18104, M04135,M26046,
W92311320211	M04175,M22726,M26046,M18104,M41137,M18081,M11125,M12035,
W92310515051	M04175,M12035,M11125,M18081,M41137,M18104,M04135,M26046,M2726

Quantum of EMD amount to be submitted by bidder w.r.t material code wise will be as ble:

Material Code	EMD Amount (INR)
W92311322087	₹ 17,531.17
W92311322109	₹ 65,810.65
W92311320203	₹ 81,623.43
W92311222520	₹ 30,904.20
W92311320211	₹ 9,929.70
W92310515051	₹ 5,097.60
Total	₹ 2,10,896.75

If bidder wishes to quote for one or more items, then EMD of respective items to be submitted along with the quotation on GEM portal. Further, if bidder wishes to quote for all enquiry items, total EMD to be submitted accordingly.

k) Payment terms shall be as per followings:

For Non MSEs bidder:

100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 90 days from the date of invoice subject to submission of non-discrepancy documents within 15 days of supply as per terms and conditions of Purchase Order.

For MSEs bidder:

For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, payment will be made within 45 days or as prescribed in the relevant act. Benefits of MSE (EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves.”

For Medium Enterprises:

100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 60 days from the date of invoice subject to submission of non-discrepancy documents within 15 days of supply as per terms and conditions of Purchase Order.

l) **Risk Purchase:**

In case of abnormal delays (beyond the maximum late delivery period as per LD clauses) / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. Bidder shall 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. If BHEL does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extension clause. BHEL's action will be without prejudice to any other right of BHEL under the contract or under General Conditions of Sale.

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 / 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 or a bidder and shall be as per “Guidelines for Suspension of Business Dealings with Contractors” available at BHEL’s website “<https://www.bhel.com/guidelines-suspension-of-business-dealings-supplierscontractors>” .

m) "A bidder shall not have conflict of interest with other bidders. Such conflict of interest anti-competitive practices to the detriment of Procuring Entity's interests. The bidder for a conflict of interest shall be disqualified. A bidder may be considered to have a conflict with one or more parties in this bidding process, if:

a) they have controlling partner (s) in common; or

b) they receive or have received any direct or indirect subsidy/ financial stake from any

c) they have the same legal representative/agent for purposes of this bid; or

d) they have relationship with each other, directly or through common third parties, that in a position to have access to information about or influence on the bid of another Bidder

e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the bidder is involved. This does not limit the inclusion of the components/ sub-assembly/ Assemblies from one manufacturer in more than one bid; or

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturer, one agent cannot represent two manufacturers or quote on their behalf in a particular tender. One manufacturer can also authorize only one agent/dealer. There can be only one bidder for a particular lot. The following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and

2. Indian/foreign agent on behalf of only one principal;

or

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the technical specifications of the contract that is the subject of the Bid, or

h) In case of a holding company having more than one independently manufacturing unit or more than one unit having common business ownership/management, only one unit should quote. No restrictions would apply to closely related sister companies. Bidders must proactively disclose all manufacturing/ common business/ management units in same/ similar line of business. "

n) Rest terms and conditions shall be as per General terms and condition on GeM (Latest Version available at the time of issuance of enquiry).

8. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical specifications, the bid is liable for rejection.

9. **Warranty**

Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

10. **Generic**

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, At Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and required to be furnished along with the bid

11. **Scope of Supply**

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

12. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test cert approval certificates and other certificates as prescribed in the Product Specification given in the bid docume

13. **Generic**

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

14. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy availa 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 D 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 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 Purchas Seller.

15. **Generic**

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

16. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as def Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry c and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder w the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respec Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in th be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Selle quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such S given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

17. **Inspection**

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

Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selectec

Applicable

Post Receipt Inspection at consignee site before acceptance of stores:
Applicable

18. Inspection

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch 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 designated inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. During testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about the goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after successful pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his site in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the seller shall allow into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection days shall be on the part of the buyer and shall be regularised without Liquidated Damages. When there is requirement of submission of advance sample, the seller shall inform the buyer promptly through email about the date of submission of sample to the buyer nominated Inspection agency.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority / Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs or modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated in the bid 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 on 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 in line 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 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, he shall raise their representation against the same by using the Representation window provided in the bid details field in Seller's account after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations. No bid 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 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 : 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 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 इस 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 आधार होगा।

---Thank You/धन्यवाद---