



Bid Number: GEM/2022/B/2426362

Dated: 10-08-2022

**Bid Document**

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	22-08-2022 15:00:00
<b>Bid Opening Date/Time</b>	22-08-2022 15:30:00
<b>Bid Offer Validity (From End Date)</b>	50 (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>	10020009-cffp Haridwar
<b>Total Quantity</b>	450
<b>Item Category</b>	Ferro Chrome,Low Carbon Chips-IS:1170 (Q3)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Certificate (Requested in ATC),Additional Doc 1 (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
<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>	3 Days
<b>Estimated Bid Value</b>	145460765
<b>Evaluation Method</b>	Total value wise evaluation

**EMD Detail**

Required	No
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**ePBG Detail**

Required	No
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**Splitting**

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	2
Split Criteria based on which quantity will be distributed	60:40

### MII Purchase Preference

MII Purchase Preference	Yes
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### MSE Purchase Preference

MSE Purchase Preference	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 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 .In case Buyer has selected Purchase preference to 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, 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.

3. 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.

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.

## Ferro Chrome, Low Carbon Chips-IS:1170 ( 450 metric tonne )

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

Brand Type	Unbranded
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### Technical Specifications

[\\* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Standard	<b>Conformity To Standard</b>	IS 1170 (Latest)
Classification	<b>Grades</b>	002FeCr55, 004FeCr55, 008FeCr55, 003FeCr55, 08FeCr55, 002FeCr64, 004FeCr64, 008FeCr64, 003FeCr64, 08FeCr64, 002FeCr71, 004FeCr71, 008FeCr71, 003FeCr71, 08FeCr71, 008FeCr64Si4, 008FeCr71Si4
Physical & Chemical Properties	Cobalt-Max (percent)	NA
	Titanium-Max (percent)	NA
	Aluminium-Max (percent)	NA
	Vanadium-Max (percent)	NA
	<b>Silicon, Max (percent)</b>	1.5
	Bismuth-Max (percent)	NA
	Tin-Max (percent)	NA
	Tantalum-Max (percent)	NA
	Phosphorus-Max (percent)	0.05
	Silver-Max (percent)	NA
	Lead-Max (percent)	NA
	Nickel-Max (percent)	NA
	Copper-Max (percent)	NA
	<b>Carbon-Max (percent)</b>	0.1
	Molebdenum-Max (percent)	NA
	Antimony-Max (percent)	NA
	Zinc-Max (percent)	NA
	Zirconium-Max (percent)	NA
	Boron-Max (percent)	NA
	Manganese-Max (percent)	NA
<b>Chromium, percent</b>	67-75, 65-75	
Arsenic-Max (percent)	NA	

Specification	Specification Name	Bid Requirement (Allowed Values)
	Columbium-Max (percent)	NA
	Sulpher-Max (percent)	0.05
Specifications	<b>Particle size, 80 percent Min</b>	<10, 10-30, 30-70, 70-100, 100-120, 120-150, 10-30 mm max +/- 10% by weight max upto 40 mm, 30-70 mm max +/- 10% by weight max upto 80 mm
	<b>Form</b>	Lump
Packaging	Packaging container	HDPE Bags
	<b>Packing qty</b>	10, 20, 25, 30, 35, 50, 100, 500, 1000
Reports & Certifications	Test Report to be submitted to the Buyer on Demand	Yes

**Additional Specification Parameters - Ferro Chrome, Low Carbon Chips-IS:1170 ( 450 metric tonne )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Size (in mm) Over size :10%max by weight Under size :15% max by weight No particle Size should be less than 2 mm	10-50 mm
Chromium content	Min. 65(%)- max 75 (%)
Silicon content (%; max); Material should be free from extraneous contamination as slag/ dust impurities.	2%
The material shall conform to chemical composition when it is analysed in accordance with IS:1559	Vendor to confirm
Third party inspection from one of the following 6 inspection agencies shall be arranged by vendor at their cost and report to be submitted along with despatch documents. Final inspection of material will be carried out at CFFP, BHEL, Haridwar.	LRIS/ BVIS(WINGS OF BUREAU-VERITAS)/ DNV/ TUV(SUD)/ ALFRED H KNIGHT/ SGS

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
			Quantity	Delivery to start after	Delivery to be completed by
1	Sorabh Pahwa	249403,Central Foundry Forge Plant, BHEL, Ranipur, Haridwar	150	0	30
			150	30	60
			150	60	90

## 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

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

### 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. 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): LRIS/ BVIS(WINGS OF BUREAU-VERITAS)/ DNV/ TUV(SUD)/ ALFRED H KNIGHT/ SGS  
 Post Receipt Inspection at consignee site before acceptance of stores: CFFP BHEL HARIDWAR

**7. 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.

**8. 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.

**9. Past Project Experience**

- For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
  - b. Execution certificate by client with order value.
  - c. Any other document in support of order execution like Third Party Inspection release note, etc.

**10. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**1. RISK PURCHASE.**

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / 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. 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.

**2. PAYMENT TERMS:**

100% payment will be made to the seller within 45/60/90 days (as per below mentioned table) after receipt; subject to acceptance of material at CFFP / BHEL, Haridwar through e-payment by the Buyer.

<b>Type of bidder</b>	<b>Payment Term (Number of days)</b>
Micro and Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days

Non MSME

90 days

3. **Original Manufacturer's Test certificate required** along with dispatches.
4. The **scope of third party inspection** shall be as under:
  1. A. The inspection is to be carried out as per the ordered specification ensuring original manufacturer's packing, Original manufacturer test certificates etc as per specification and the linkage.
  2. B. The material should be identified as per the specification like original manufacturer's name, Batch/lot no, Net weight, material name. The material should be packed as per specification and sealed by the inspection agency. The seal details should be mentioned in the third party inspection report.
  3. C. The test certificate should contain the complete witnessing of the chemical analysis of material as per IS1472 for nos of test required in a lot and their testing methodology for evaluating nos of element required by the material specification, size verification as per P.O. Specification, purchase order no, Batch/lot no of material, seal details of the inspector along with corresponding packing (packing list).
4. The material shall be packed in **manufacturer's packing** such as to prevent loss/deterioration in quality during handling, transport and storage. Each package should be marked with the following details: name of the material, Manufacturer's Name/ Trademark & Net Weight.
5. **Final inspection** at CFFP BHEL Haridwar
6. Permissible quantity variation : +/-5%

## 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---

