

Bid Document

Bid Details	
Bid End Date/Time	15-10-2022 14:00:00
Bid Opening Date/Time	15-10-2022 14:30:00
Bid Offer Validity (From End Date)	90 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Bharat Heavy Electricals Limited (bhel)
Office Name	10110009-heap, Haridwar
Total Quantity	630
Item Category	TLMW61203491, ADJUSTABLE TYPE TUBE EXPANDER (Q3) TLMW61203505, MANDREL (Q3) , TLMW61203513, ROLLER (Q3)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Bid to RA enabled	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
ITC available to buyer	Yes
Primary product category	TLMW61203491, ADJUSTABLE TYPE TUBE EXPANDER
Time allowed for Technical Clarifications during technical evaluation	3 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	No
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro Medium 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. excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Service bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be up 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 quote within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

2. 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 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.

3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. A 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

TLMW61203491, ADJUSTABLE TYPE TUBE EXPANDER (90 pieces)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable
100%	NA	No

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of contract start days)		
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	Quantity	Delivery to start after	Deliver comple
			45	10	20
			45	30	90

TLMW61203505, MANDREL (270 pieces)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable
100%	NA	No

Additional Specification Documents

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of contract start days)		
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	Quantity	Delivery to start after	Deliver comple
			135	10	20
			135	30	90

TLMW61203513, ROLLER SET (270 pieces)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable
100%	NA	No

Additional Specification Documents

DrawingDocument1	View
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of contract start days)		
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	Quantity	Delivery to start after	Delivery complete
			135	10	20
			135	30	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% of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the order quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The purchaser and seller are bound to accept the orders accordingly.

2. Generic

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

3. Generic

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

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 Contract and the Seller's 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 with the Seller.

6. **Generic**

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

7. **Scope of Supply**

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

8. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in the 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 a bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of 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 MSE and MSE Seller (s) has/have quoted price within L-1 + 15% of margin of purchase preference /price band as per relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for purchase of 25% of total value.

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. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ADDITIONAL TERMS & CONDITIONS

Commercial Term -

All the commercial terms shall be as per General terms and conditions of GeM 4.0 (Version 1.3).

Special conditions of enquiry:

1. Price bid shall be opened for only those bidders who qualify the PC and whose techno-commercial bid is acceptable to BHEL as per the

specifications.

2. Vendor to provide point-wise reply/confirmation along with supporting documents to each and every point of Pre-Qualification Requirements, Requirement of BHEL & Technical Specification (Requirement of BHEL & Technical specification) for all enquiry. Non-compliance of these may lead to rejection of offer as the essential condition for participating in tender enquiry.
3. Delivery is not sacrosanct. Vendor to quote best possible delivery date in the offer. Early delivery is acceptable.
4. All items to be procured from same vendor as a package deal for compatibility considerations.
5. Package comprises of items TLMW61203491, TLMW61203501, TLMW61203513.
6. Scope of supply, technical conditions, specifications, job requirements, acceptance criteria etc. are as per annexure 1& 2 enclosed. Vendor to quote accordingly.
7. Quantity splitting to MSE vendor shall not be applicable.
8. Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on the lot value (lot 1 or lot 2) of package subject to a maximum of 10% of the lot value of package. If vendor does not mention anything about LD clause in their offer, then it shall be presumed acceptable. No further clarification shall be asked in this regard during opening of techno-commercial bid part-1.
9. Payment terms shall be as per followings:

“For Non MSEs bidder:

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

For Medium Enterprises bidder:

100% payment along with taxes, freight & insurance will be made on receipt and acceptance of material and within 60 days from the date of invoice subject to submission of non-discrepant 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, the payment will be made within 60 days of supply.

days or as prescribed in the relevant act.

Benefits of MSE (such as EMD Waiver, Tender fee exemption, preference, Payment preference etc.) will be given only to those Vendors who are manufacturers of offered items against the MSE benefits shall be provided to Agents / Stockists / Dealers / etc. for the items offered but not manufactured by themselves."

Rest terms and conditions shall be as per GeM (Latest Version- applicable at the time of issuance of enquiry).

Item Details-

S. No.	Material Code	Item Description	Qty.	Unit	Lot No.	Lot Qty	
1	TLMW61203491	ADJUSTABLE TYPE TUBE EXPANDER 2 45 31/01/23 PACKAGE SET SUITABLE FOR 9.5-10MM OD, 1MM THICK SS TUBE ,EXPANSION LENGTH 51MM, WITH 3/8 INCH SQUARE DRIVE MANDREL AND ROLLERS (COMPLETE TUBE EXP ANDER SET FITTED WITH MANDREL, ROLLER SETS ETC.).	90	ST	1 2	45 45	1! 3
2	TLMW61203505	MANDREL COMPATIBLE WITH ADJ. 2 135 31/01/23 TYPE TUBE EXPANDER CODE TLMW61203491 SUITABLE FOR 9.5-10MM OD,1MM THICK SS TUBE, EXPANSION LENGTH 51MM. MANDREL WITH 3/8 INCH SQUARE DRIVE	270	NO	1 2	135 135	1! 3

3	TLMW61203513	ROLLER SET (1 SET = 3PCS) COMPATIBLE WITH ADJ. TYPE TUBE EXPANDER TLMW61203491 (SUITABLE FOR 9.5-10MM OD, 1MM THICK SS TUBE, EXPANSION LENGTH 51 MM, WITH 3/8" SQ. DRIVE MANDREL)	270	ST	1 2	135 135	1! 3
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A All bidders to confirm below details as:

- GST rate applicable (Inclusive of GST only): ____%
- Delivery period as per GeM shall be applicable.
- All terms and conditions as per GeM shall be applicable.

Sign & Seal

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its out consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due 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 mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of the bid. Any reference of conditions published on any external site or reference to external documents/clauses shall also be void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, he/she must raise their representation against the same by using the Representation window provided in the bid details field in Seller's 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 collect 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 the

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---
