

## Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	19-11-2022 15:00:00
<b>Bid Opening Date/Time</b>	19-11-2022 15:30:00
<b>Bid Offer Validity (From End Date)</b>	90 (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>	10110009-heap, Haridwar
<b>Total Quantity</b>	6200
<b>Item Category</b>	TLMW64102408, ENDLESS ABRASIVE ALUMINIUM OXIDE POLYSTER CLOTH BELT (Q3) , TLMW64102424, ENDLESS ABRASIVE ALUMINIUM OXIDE POLYSTER CLOTH BELT (Q3)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Bid to RA enabled</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>ITC available to buyer</b>	Yes
<b>Primary product category</b>	TLMW64102408, ENDLESS ABRASIVE ALUMINIUM OXIDE POLYSTER CLOTH BELT
<b>Time allowed for Technical Clarifications during technical evaluation</b>	3 Days
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>90</b> days of issue 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>	Item wise evaluation

### EMD Detail

Advisory Bank	State Bank of India
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### ePBG Detail

Required	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(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.

**Beneficiary:**

BHEL  
BHEL HEEP HARIDWAR  
(Bhel Heep Haridwar)

**Splitting**

Bid splitting not applied.

**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 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 will 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:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. 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
- v. 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 details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Tlmw64102408, Endless Abrasive Aluminium Oxide Polyester Cloth Belt	3200
Schedule 2	Tlmw64102424, Endless Abrasive Aluminium Oxide Polyester Cloth Belt	3000

#### TLMW64102408, ENDLESS ABRASIVE ALUMINIUM OXIDE POLYESTER CLOTH BELT ( 3200 pieces )

(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

Buyer Specification Document	<a href="#">Download</a>
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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 days from contract start days)		
			Quantity	Delivery to start after	Delivery to be completed by
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	3200	90	120

#### TLMW64102424, ENDLESS ABRASIVE ALUMINIUM OXIDE POLYESTER CLOTH BELT ( 3000

pieces )

(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

Buyer Specification Document	<a href="#">Download</a>
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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	<a href="#">View</a>
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#### 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	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	3000	90	120

#### Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	PQR, ANNEX. <a href="#">View</a>	PQR, ANNEX.	TLMW64102408, ENDLESS ABRASIVE ALUMINIUM OXIDE POLYSTER CLOTH BELT(3200),TLMW64102424, ENDLESS ABRASIVE ALUMINIUM OXIDE POLYSTER CLOTH BELT(3000)

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

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, 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 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 %.

### 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 the Contract and the Sellers 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 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. 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 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 quot

price within L-1+ 15% 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 percentage of 25% of total value.

#### 9. **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 transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

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

Buyer Added text based ATC clauses

## **ADDITIONAL TERMS & CONDITIONS**

### **Commercial Term -**

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

### **Special conditions of enquiry:**

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1. Price bid shall be opened for only those bidders who qualifies PQR and whose techno-commercial bid acceptable to BHEL as per technical specifications.
2. Vendor to provide point-wise reply/confirmation along with relevant supporting documents to each and every point of Pre-Qualification Requirements, Requirement of BHEL & Technical Specification (PC Requirement of BHEL & Technical specification) for all enquiry items. Non-compliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry.
3. Delivery is not sacrosanct. Vendor to quote best possible delivery in the offer.  
Early delivery is acceptable
4. Scope of supply, technical conditions, specifications, job requirement, acceptance criteria etc. are as per annexure I to IV enclosed.
5. Quantum of EMD (if applicable on GeM) shall be taken as 1% of estimated value of procurement as per GeM recommendations. Vendors must remit the requisite EMD (Earnest Money Deposit) as mentioned in the bid documents. If EMD is not submitted by any vendor, then their offer shall not be considered.
6. As per Make in India circular dt 04.06.2020, Purchase preference to class I supplier shall be given as per clause 3A (b).
7. Payment term shall be as below :

***“For Non MSEs bidder:***

*100% payment along with taxes, freight & insurance will be made after receipt and acceptance 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 after receipt and acceptance 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, payment will be made within 45 days or as prescribed in the relevant act.

Benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No M benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but manufactured by themselves."

#### 8. Risk Purchase:

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

#### 9. Action against Bidders / vendor / supplier / contractor in case of default :

In order to protect the commercial interests of BHEL, BHEL shall take action against supplier/ 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 malpractice, 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 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>"

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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.	Delivery Scheduling
1	TLMW64102408	ENDLESS ABRASIVE ALUMINIUM OXIDE POLYESTER CLOTH BELT, M/S VSM GRADE EV13-KK 511J, M/S KOREA ABRASIVE GRADE JA512-AA, M/S HERMES GRADE CN466X-FLEX N.STD: M/S VSM GERMANY OR EQLT. SIZE: 2500 X 50, GRIT-80. DIM.: ODXWIDTHXGRI	3200	15/05/23

2	TLMW64102424	ENDLESS ABRASIVE ALUMINIUM OXIDE POLYSTER CLOTH BELT, M/S VSM GRADE EV13 - KK 511J/ M/S KOREA ABRASIVE GRADE JA512-AA. N.STD:M/S VSM GERMANY OR EQLT. SIZE: 2500 X 50, GRIT-120. DIM.: ODXWIDTHXGRI	3000	15/05/23
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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 of Bidd**

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority, Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, 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 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 under 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 the laws.

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