

Bid Document

Bid Details	
Bid End Date/Time	12-12-2022 14:00:00
Bid Opening Date/Time	12-12-2022 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-heep, Haridwar
Total Quantity	250
Item Category	AA6390700067 TUNGSTEN CARBIDE ROTARY BURRS. SPEC: AA6390700 REV: . . DIMENSIONS: AS PER SUPPLIER'SCAT (Q3) , AA6390700091 TUNGSTEN CARBIDE ROTARY BURRS. SPEC: AA6390700 REV: . . DIMENSIONS: AS PER SUPPLIER'SCAT (Q3) , HW6390700954 TUNGSTEN CARBIDE ROTARY BURRS. SPEC: AA6390700 REV: . . DIMENSIONS: AS PER SUPPLIER'SCAT (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	AA6390700067 TUNGSTEN CARBIDE ROTARY BURRS. SPEC: AA6390700 REV: . . DIMENSIONS: AS PER SUPPLIER
Time allowed for Technical Clarifications during technical evaluation	3 Days
Payment Timelines	Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method	Item wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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(a). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

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 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.

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 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.

3. 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
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Schedule 1	Aa6390700067 Tungsten Carbide Rotary Burrs. Spec: Aa6390700 Rev: . . Dimensions: As Per Supplier'scat	125
Schedule 2	Aa6390700091 Tungsten Carbide Rotary Burrs. Spec: Aa6390700 Rev: . . Dimensions: As Per Supplier'scat	25
Schedule 3	Hw6390700954 Tungsten Carbide Rotary Burrs. Spec: Aa6390700 Rev: . . Dimensions: As Per Supplier'scat	100

**AA6390700067 TUNGSTEN CARBIDE ROTARY BURRS. SPEC: AA6390700 REV: . .
DIMENSIONS: AS PER SUPPLIER'SCAT (125 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
100%	NA

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	Quantity	Delivery to start after	Delivery to be completed by
			125	30	75

**AA6390700091 TUNGSTEN CARBIDE ROTARY BURRS. SPEC: AA6390700 REV: . .
DIMENSIONS: AS PER SUPPLIER'SCAT (25 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
100%	NA

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	Quantity	Delivery to start after	Delivery to be completed by
			25	30	75

**HW6390700954 TUNGSTEN CARBIDE ROTARY BURRS. SPEC: AA6390700 REV: . .
DIMENSIONS: AS PER SUPPLIER'SCAT (100 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
100%	NA

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	Quantity	Delivery to start after	Delivery to be completed by
			100	30	75

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	PQR (Pre-Qualifying Requirement) View	PQR (Pre-Qualifying Requirement)	AA6390700067 TUNGSTEN CARBIDE ROTARY BURRS. SPEC: AA6390700 REV: . . DIMENSIONS: AS PER SUPPLIER'SCAT(125),AA6390700 091 TUNGSTEN CARBIDE ROTARY BURRS. SPEC: AA6390700 REV: . . DIMENSIONS: AS PER SUPPLIER'SCAT(25),HW63907009 54 TUNGSTEN CARBIDE ROTARY BURRS. SPEC: AA6390700 REV: . . DIMENSIONS: AS PER SUPPLIER'SCAT(100)
2	Spec AA6390700 View	Spec AA6390700	AA6390700067 TUNGSTEN CARBIDE ROTARY BURRS. SPEC: AA6390700 REV: . . DIMENSIONS: AS PER SUPPLIER'SCAT(125),AA6390700 091 TUNGSTEN CARBIDE ROTARY BURRS. SPEC: AA6390700 REV: . . DIMENSIONS: AS PER SUPPLIER'SCAT(25),HW63907009 54 TUNGSTEN CARBIDE ROTARY BURRS. SPEC: AA6390700 REV: . . DIMENSIONS: AS PER SUPPLIER'SCAT(100)

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

Buyer Added Bid Specific Terms and Conditions**1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Generic

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

3. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

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 quoted 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. **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

Special instructions of the Enquiry: 202211919:

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1. Items details shall be as under. Vendor to submit the offer as per items description/Specification mentioned against each items.

Sl. No.	Material Code	Item Description	Qty. (No.)
1	AA6390700067	TUNGSTEN CARBIDE ROTARY BURRS. SPEC: AA6390700 REV: .. DIMENSIONS: AS PER SUPPLIER'S CATALOGUE. MARKING: THE MANUFACTURER'S NAME, TOOLTYPE SHALL BE MARKED ON THESHANK. PACKING: ROTARY BURRS SHALL BECOVERED WITH PLASTIC PEALS ORWAX TO AVOID DAMAGE DURINGTRANSIT. SIZE: B3 BALL NOSE SHANK 6 X 40 MM., DIM.: SHAPEXSHANK, GRADE: IS:-11943	125
2	AA6390700091	TUNGSTEN CARBIDE ROTARY BURRS. SPEC: AA6390700 REV: .. DIMENSIONS: AS PER SUPPLIER'S CATALOGUE. MARKING: THE MANUFACTURER'S NAME, TOOLTYPE SHALL BE MARKED ON THESHANK. PACKING: ROTARY BURRS SHALL BECOVERED WITH PLASTIC PEALS ORWAX TO AVOID DAMAGE DURINGTRANSIT., SIZE: T3 TREE SHANK 6X40 MM., DIM.: SHAPEXSHANK, GRADE: IS:-11943	25
3	HW6390700954	TUNGSTEN CARBIDE ROTARY BURRS. SPEC: AA6390700 REV: .. DIMENSIONS: AS PER SUPPLIER'SCATALOGUE. MARKING: THE MANUFACTURER'S NAME, TOOLTYPE SHALL BE MARKED ON THESHANK. PACKING: ROTARY BURRS SHALL BECOVERED WITH PLASTIC PEALS ORWAX TO AVOID DAMAGE DURINGTRANSIT. SIZE: T2 TREE SHANK 6 X40 MM., DIM.: SHAPEXSHANK, GRADE: IS:-11943	100

- Price bid shall be opened for only those bidders who qualifies PQR and whose techno-commercial bid is acceptable to BHEL as per technical specifications.
- Quantity splitting to MSE vendor is applicable.
- Delivery is not sacrosanct. Vendor to quote best possible delivery in line with enquiry.
- PQR (Pre-Qualifying Requirement)** shall be uploaded on GeM portal.
- Items are required as per items description/specification mentioned against each item.
- Technical Specification are as **Spec. No. AA6390700**.
- Vendor to provide point-wise reply/confirmation along with relevant supporting documents to each and every point of Technical Spec. No. AA6390700 & PQR.

9. 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-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 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 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 MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves.”

10. **Risk Purchase:**

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

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

In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / 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/ contractor or a 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> .

11. Rest terms & conditions shall be as per General terms and conditions on GeM 4.0 (Version 1.5).

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---