



Bid Number: GEM/2022/B/2847659

Dated: 13-12-2022

# **Bid Document**

Bid Details				
Bid End Date/Time	23-12-2022 12:00:00			
Bid Opening Date/Time	23-12-2022 12:30:00			
Bid Offer Validity (From End Date)	80 (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	146			
Item Category	AA1211702057 COLD ROLLED BRASS, SHEET, STRIPS AND FOIL (HALF-HARD) SPEC: AA12102 REV: 03 (Q3)			
MSE Exemption for Years of Experience and Turnover	No			
Startup Exemption for Years of Experience and Turnover	No			
Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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			
Bid to RA enabled	Yes			
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders			
Type of Bid	Two Packet Bid			
Time allowed for Technical Clarifications during technical evaluation	2 Days			
Payment Timelines	Payments shall be made to the Seller within <b>90</b> 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	Total value wise evaluation			

# **EMD Detail**

Required	No
rtequired	

### ePBG Detail

Required	No			
Splitting				
Bid splitting not applied.				
MII Purchase Preference				
MII Purchase Preference	No			
MSE Purchase Preference				
MSE Purchase Preference	Yes			
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. 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(				
AA12102 REV: 03 ( 146 kilogram )	Unbranded			
Brand Type Unbranded				
Technical Specifications				
Buyer Specification Document Download				

**Additional Specification Documents** 

DrawingDocument1	<u>View</u>	
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### **Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporti ng Officer	Address	Delivery Schedule (In number of days from contract start days)		
249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand		Quantit y	Delivery to start after	Delivery to be completed by	
		occuration and	146	35	55

# **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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### **MATERIAL DESCRIPTION & SPECIFICATION**

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ENQUIRED BHEL MATERIAL CODE- AA1211702057

COLD ROLLED BRASS, SHEET, STRIPS

AND FOIL (HALF-HARD)

SPEC: AA12102 REV: 03

SIZE: 3.0 MM DIM.: T

GRADE: BRASS-CUZN37-1/2H

REQUIRED SIZE: 500 MM X 500 MM X 3 (MM)

Quantity tolerance may be taken as +5%

S No	Tender Term and Condition			
		Confirmation from Vendor(s)		
General Requirements				

1	Bidder to provide the documents as per Prequalification requirements (PQR).			
2	Bidder who fails to qualify Pre-qualification requirement, their offer will not be considered for technical evaluation and Price bid opening (part - 2 of this tender).			
3	Offers of bidder for this item will be considered for further processing for Part- 2 bid, which shall clear the PQR/Technical scrutiny & Quality requirements.			
4	OFFERED PRICES ON THE GEM PORTAL SHOULD BE ON ALL- INCLUSIVE BASIS  i.e. INCLUDING APPLICABLE GST/ALL TAXES & DUTIES, LOCAL LEVIES/TRANSPORTATION/LOADING-UNLOADING, PACKING & FORWARDING CHARGES etc. UPTO FOR BHEL HEEP HARIDWAR			
5	Bidder to inform % inclusive of GST			
6	Bidder to quote delivery in weeks.  Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.			
7	TCs (as per respective specification) and Guarantee Certificate to be provided by seller(s) along with material supply.			
QUALI <sup>*</sup>	QUALITY REQUIREMENTS			
1	TESTING AND CERTIFICATION AS PER ORDERING SPECIFICATION AND DOCUMENTS.			
	NO PRICE-VARIATION CLAUSE (PVC) SHALL BE CONSIDERED FOR THIS CASE AND SHALL BE PROCESSED WITH FIX/FIRM PRICES ONLY.			

Unregistered vendors at BHEL Haridwar for this item may avail the soft copies of relevant specification and drawing by submitting the endorsed copy of attached FCA to either of the following email IDs: (kr.kapil@bhel.in) and (skumars@bhel.in)

Bidder to submit technical offer along with bid.

### PAYMENT TERM.

100% payment will be made after receipt and acceptance of material and within 45-90 days (subject to type of vendor's enterprise as MSE, Medium & Non MSME).

For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, the Payment term is 45 days; For Medium Enterprises the Payment term is 60 days and For Non MSMEs the Payment term is 90 days.

- 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".

Remaining Commercial term & condition shall be as per GeM T&C.

# 3. 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.

#### 4. 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 %.

#### 5. 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.

#### 6. 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.

# **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---