



Bid Number: GEM/2023/B/2935676

Dated: 02-01-2023

**Bid Document**

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	23-01-2023 18:00:00
<b>Bid Opening Date/Time</b>	23-01-2023 18:30:00
<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>	110
<b>Item Category</b>	3 SEATED GAS CUTTING NOZZLE (SIZE-1/16 INCH) (Q3) , 3 SEATED GAS CUTTING NOZZLE (SIZE-5/64 INCH) (Q3) , 3 SEATED GAS CUTTING NOZZLE (SIZE-3/64 INCH) (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),OEM Authorization Certificate *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>	H1-Highest Priced Bid Elimination
<b>ITC available to buyer</b>	Yes
<b>Type of Bid</b>	Two Packet Bid
<b>Primary product category</b>	3 SEATED GAS CUTTING NOZZLE (SIZE-1/16 INCH)
<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 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)
<b>Evaluation Method</b>	Item wise evaluation

**EMD Detail**

Required	No
----------	----

## ePBG Detail

Required	No
----------	----

### Splitting

Bid splitting not applied.

### MII Purchase Preference

MII Purchase Preference	Yes
-------------------------	-----

### MSE Purchase Preference

MSE Purchase Preference	Yes
-------------------------	-----

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 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	3 Seated Gas Cutting Nozzle (size-1/16 Inch)	40
Schedule 2	3 Seated Gas Cutting Nozzle (size-5/64 Inch)	20
Schedule 3	3 Seated Gas Cutting Nozzle (size-3/64 Inch)	50

**3 SEATED GAS CUTTING NOZZLE (SIZE-1/16 INCH) ( 40 pieces )**

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

Brand Type	Unbranded
------------	-----------

**Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

**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	Quantity	Delivery Days
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	40	60

**3 SEATED GAS CUTTING NOZZLE (SIZE-5/64 INCH) ( 20 pieces )**

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

Brand Type	Unbranded
------------	-----------

**Technical Specifications**

Buyer Specification Document

[Download](#)

**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	Quantity	Delivery Days
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	20	60

**3 SEATED GAS CUTTING NOZZLE (SIZE-3/64 INCH) ( 50 pieces )**

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

Brand Type	Unbranded
------------	-----------

**Technical Specifications**

Buyer Specification Document

[Download](#)

**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	Quantity	Delivery Days
-------	-----------------------------	---------	----------	---------------

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Paras	249403, Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	50	60

## 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

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

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.

### 6. Scope of Supply

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

### 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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

A. This is an open e-tender enquiry hence only online offers on GEM portal shall be considered.

B. Vendors have to comply conditions of attached PQR (Pre-Qualification Requirement) & PQR documents are to be send along with the offer for offer consideration.

C. Payment terms shall be as following:

i. Micro & Small Enterprises (MSEs) - 45 Days

ii. Medium Enterprises - 60 Days

iii. Non MSME - 90 Days.

D. All bidders are advised to get signed & sealed all the attached documents (Page-3) and upload along with your offer.

i. CHECKLIST

ii. PQR DOCUMENTS

E. Special Instruction:

1. Vendor to submit technical leaflet/ catalogue of 03 seated gas cutting nozzle suiting to acetylene gas (ANM Type) and list of customers to whom this item had been supplied

2. After placement of PO, following can be the conditions:

a) If the L1 vendor is an approved vendor from respective PMD:

- Vendor may be allowed to supply complete material against PO in a single lot.

b) If the L1 vendor is a new vendor other than PMD

- Vendor to supply 02 piece each type of 03 seated gas cutting nozzle suiting to acetylene gas (ANM Type) against PO, in the 1st lot for checking its performance at shop floor.

- If the performance during shop trial found satisfactory

, vendor will be allowed to supply the remaining quantity

- If performance, of supplied 03 seated gas cutting nozzle suiting

to acetylene gas (ANM Type) in shop trial is not found satisfactory

The material will not be accepted. Purchase order for whole quantity will stand cancelled.

F. 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 suppliers/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/guidelinessuspensionbusinessdealingsupplierscontractors>"

G. Rest all the terms & conditions shall be as per GEM GTC, unless otherwise specified.

#### 9. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby 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(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, 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.

[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---**