

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	30-01-2023 12:00:00
<b>Bid Opening Date/Time</b>	30-01-2023 12:30:00
<b>Bid Offer Validity (From End Date)</b>	65 (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>	2
<b>Item Category</b>	PT SMART EX PROOF 0-250kg / CM2 (W96414905283) (Q3) , DPT SMART NON EX PROOF 0-250kg / CM2 (W96414905356) (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),Additional Doc 1 (Requested in ATC),Additional Doc 2 (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
<b>Bid to RA enabled</b>	Yes
<b>RA Qualification Rule</b>	50% Lowest Priced Technically Qualified Bidders
<b>Type of Bid</b>	Two Packet Bid
<b>Primary product category</b>	DPT SMART NON EX PROOF 0-250kg / CM2 (W96414905356)
<b>Time allowed for Technical Clarifications during technical evaluation</b>	3 Days
<b>Estimated Bid Value</b>	41500
<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

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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 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 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(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

**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	Estimated Value	Item/Category	Quantity
Schedule 1	16500	Pt Smart Ex Proof 0-250kg / Cm2 (w96414905283)	1
Schedule 2	25000	Dpt Smart Non Ex Proof 0-250kg / Cm2 (w96414905356)	1

### PT SMART EX PROOF 0-250kg / CM2 (W96414905283) ( 1 pieces )

Brand Type	Unbranded
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#### Technical Specifications

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

DrawingDocument1	<a href="#">View</a>
DrawingDocument2	<a href="#">View</a>

#### 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	1	30	90

### DPT SMART NON EX PROOF 0-250kg / CM2 (W96414905356) ( 1 pieces )

Brand Type	Unbranded
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1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	1	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 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

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

#### 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. Inspection

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following

Inspection Agency would be conducting inspection of stores before acceptance:  
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): BHEL nominated TPI agency M/s INTERTEK  
Post Receipt Inspection at consignee site before acceptance of stores: BHEL

#### 7. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

#### 8. **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.

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

Buyer Added text based ATC clauses

BUYER ADDED TEXT BASED ATC CLAUSES:

##### 1. **QUALITY REQUIREMENTS SHALL BE AS FOLLOW:**

- FOR INDIGENOUS SUPPLY, INSPECTION BY BHEL/BHEL TPIA M/S. INTERTEK AS PER ATTACHED BHEL SQP "QA/BE/QP/902, REV. 12" IS REQUIRED. VENDOR HAS TO ENDORSE THE ATTACHED QP.
- FOR FOREIGN VENDORS, TESTING AND CERTIFICATION IS REQUIRED AS PER ORDERING DRAWING & SPECIFICATION.

2. AS PER GEM TERMS AND CONDITION, OFFER PRICES ON THE GEM WILL BE ON ALL-INCLUSIVE BASIS i.e. INCLUDING ALL TAXES, DUTIES, LOCAL LEVIES/ TRANSPORTATION/ LOADING / UNLOADING CHARGES ETC. UP TO BHEL, HARIDWAR.

3. GUARANTEE CERTIFICATE: A GUARANTEE CERTIFICATE FOR 18 MONTHS FROM THE DATE OF SHIPMENT OR 12 MONTHS FROM THE DATE OF COMMISSIONING WHICHEVER IS EARLIER SHALL BE FURNISHED.

4. PAYMENT TERM. 100% PAYMENT 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. IN CASE ANY DISCREPANCY FOUND IN THE DOCUMENTS, BHEL WILL NOTIFY THE SAME TO VENDOR WITHIN 7 DAYS OF RECEIPT. VENDOR HAS TO CLEAR ALL THE DISCREPANCIES IN ONE GO WITHIN 7 DAYS THEREAFTER ELSE THE PAYMENT OF VENDOR MAY GET DELAYED.

a. FOR MSES (COVERED UNDER MSME ACT) WHICH ARE REGISTERED AND PERIODICALLY RENEWED WITH BHEL, THE PAYMENT TERM IS 45 DAYS;

b. FOR MEDIUM ENTERPRISES THE PAYMENT TERM IS 75 DAYS AND FOR NON-MSMES THE PAYMENT TERM IS 90 DAYS.

5. DELIVERY TERM WILL BE AS PER GEM T & Cs. ALSO THE DELIVERY PERIOD SHALL BE AS PER BID/ENQUIRY.

6. VENDORS / BIDDERS TO PROVIDE THE DOCUMENTS AS PER PRE-QUALIFICATION REQUIREMENTS (PQR).

7. TEST CERTIFICATES / GUARANTEE CERTIFICATES / COC WHATEVER APPLICABLE SHALL BE PROVIDED ALONG WITH DISPATCH DOCUMENTS.

**8. RISK PURCHASE CLAUSE:** IN CASE OF ABNORMAL DELAYS (BEYOND THE MAXIMUM LATE DELIVERY PERIOD AS PER LD CLAUSE) IN SUPPLIES / 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 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/GUIDELINESSUSPENSIONBUSINESS- DEALINGSSUPPLIERSCONTRACTORS](https://www.bhel.com/guidelinesuspensionbusiness-dealingssupplierscontractors)

## 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---**