



Bid Number: GEM/2023/B/2976700

Dated: 11-01-2023

**Bid Document**

| <b>Bid Details</b>   |  |
|--|--|
| <b>Bid End Date/Time</b>   | 01-02-2023 14:00:00  |
| <b>Bid Opening Date/Time</b>   | 01-02-2023 14:30:00  |
| <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>  | 20   |
| <b>Item Category</b>   | TOOL FOR MACHINING 30 DEGREE (L. H. ) DRG. NO. -R2128-1486 AAL212814869 (Q3) , TOOL FOR MACHINING 30 DEGREE (R. H. ) DRG. NO. -R2128-1487 AAR212814877 (Q3) , SLOTTER TOOL FOR GUIDE VANE LEVER DRG. NO. -R2182-0112 AAA218201125 (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>Type of Bid</b>   | Two Packet Bid   |
| <b>Primary product category</b>  | TOOL FOR MACHINING 30 DEGREE (L. H. ) DRG. NO. -R2128-1486 AAL212814869  |
| <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 | 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. 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 |
|----------------------|---|----------|
| Schedule 1           | Tool For Machining 30 Degree (I. H. ) Drg. No. -r2128-1486 AaI212814869 | 5        |

|            |  |    |
|------------|--|----|
| Schedule 2 | Tool For Machining 30 Degree (r. H. ) Drg. No. -r2128-1487<br>Aar212814877 | 5  |
| Schedule 3 | Slotter Tool For Guide Vane Lever Drg. No. -r2182-0112 Aaa218201125        | 10 |

**TOOL FOR MACHINING 30 DEGREE (L. H. ) DRG. NO. -R2128-1486 AAL212814869 ( 5 pieces )**

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

**Technical Specifications**

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

**Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

|                   |                        |
|-------------------|------------------------|
| <b>ITC on GST</b> | <b>ITC on GST Cess</b> |
| 100%              | NA                     |

**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,<br>Central Plant Stores, HEEP,<br>BHEL, Haridwar-249403<br>Uttarakhand | 5  | 60                      | 120                         |

**TOOL FOR MACHINING 30 DEGREE (R. H. ) DRG. NO. -R2128-1487 AAR212814877 ( 5 pieces )**

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

**Technical Specifications**

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

**Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

|                   |                        |
|-------------------|------------------------|
| <b>ITC on GST</b> | <b>ITC on GST Cess</b> |
| 100%              | NA                     |

**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 | 5  | 60                      | 120                         |

**SLOTTER TOOL FOR GUIDE VANE LEVER DRG. NO. -R2182-0112 AAA218201125 ( 10 pieces )**

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

**Technical Specifications**

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

**Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

|                   |                        |
|-------------------|------------------------|
| <b>ITC on GST</b> | <b>ITC on GST Cess</b> |
| 100%              | NA                     |

**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 | 10   | 60                      | 120                         |

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

| S.No. | Document Title                                      | Description                 | Applicable i.r.o. Items   |
|-------|---|-----------------------------|---|
| 1     | PRE QUALIFYING REQUIREMENTS<br><a href="#">View</a> | PRE QUALIFYING REQUIREMENTS | TOOL FOR MACHINING 30 DEGREE (L. H. ) DRG. NO. - R2128-1486<br>AAL212814869(5),TOOL FOR MACHINING 30 DEGREE (R. H. ) DRG. NO. -R2128-1487<br>AAR212814877(5),SLOTTER TOOL FOR GUIDE VANE LEVER DRG. NO. -R2182-0112<br>AAA218201125(10) |
| 2     | ITEMS DETAILS<br><a href="#">View</a>               | ITEMS DETAILS               | TOOL FOR MACHINING 30 DEGREE (L. H. ) DRG. NO. - R2128-1486<br>AAL212814869(5),TOOL FOR MACHINING 30 DEGREE (R. H. ) DRG. NO. -R2128-1487<br>AAR212814877(5),SLOTTER TOOL FOR GUIDE VANE LEVER DRG. NO. -R2182-0112<br>AAA218201125(10) |
| 3     | DRAWINGS<br><a href="#">View</a>                    | DRAWINGS                    | TOOL FOR MACHINING 30 DEGREE (L. H. ) DRG. NO. - R2128-1486<br>AAL212814869(5),TOOL FOR MACHINING 30 DEGREE (R. H. ) DRG. NO. -R2128-1487<br>AAR212814877(5),SLOTTER TOOL FOR GUIDE VANE LEVER DRG. NO. -R2182-0112<br>AAA218201125(10) |

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

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

#### 5. **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.

#### 6. **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.

#### 7. **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.

#### 8. **Scope of Supply**

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

#### 9. **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.

#### 10. **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.

#### 11. **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---**