

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	17-02-2023 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	17-02-2023 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	45 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	10020009-cffp Haridwar
Total Quantity/कुल मात्रा	200000
Item Category/मद केटेगरी	NICKEL PLATE (Q3)
MSE Exemption for Years of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	No
Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Compliance of BoQ specification and supporting document *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/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

Bid Details/बिड विवरण	
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/मूल्यांकन पद्धति	Total value wise evaluation

#### EMD Detail/ईएमडी विवरण

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

#### ePBG Detail/ईपीबीजी विवरण

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

#### Splitting/विभाजन

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	2
Split Criteria based on which quantity will be distributed	60:40

#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
--	-----

#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	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

## NICKEL PLATE ( 200000 kilogram )

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

Whether Price variation applicable?	Price Variation Clause/मूल्य परिवर्तन खंड(पीवीसी)	Price variation clause document
Yes	PRICE VARIATION CLAUSE FOR BILLING/PAYMENT	<a href="#">ffcf05cb0eb635f790c29acbc5e6396.pdf</a>

Brand Type/ब्रांड का प्रकार	Unbranded
-----------------------------	-----------

## Technical Specifications/तकनीकी विशिष्टियाँ

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

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Kumar Siddhartha	249403,Central Foundry Forge Plant, BHEL, Ranipur, Haridwar	200000	540

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

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	TECHNICAL SPECIFICATION <a href="#">View</a>	NICKEL (SQUARE/RECTANGULAR PLATE UPTO 100 MM). SPEC:FF05061R02 Rev.DRG:UPTO 100X100 MM	NICKEL PLATE(200000)
2	PRICE VARIATION CLAUSE <a href="#">View</a>	PVC AND ANNEXURE A	NICKEL PLATE(200000)

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/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

##### 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

##### 1. PRE-QUALIFICATION REQUIREMENT:

A. The participated vendor must have supplied minimum 8MT of Nickel with min. 99% purity in one financial year within a period from date 01.04.2016 to the date of opening tender.

B. As a supporting document to Point (A) following has to be provided:

- Proof of Order: copy of Purchase Orders/Purchase Agreements etc.
- Proof of Supply: Copy of Invoice/ BL Copy/ any other document to confirm supply of material against above Purchase Order.
- Proof of Quality: Copy of Test Certificate required.

- Delivery Schedule:** F.O.R. delivery of Nickel is required to be made on **INTIMATION BASIS** within 30 days - 60 days from date of intimation for delivery (email). Material to be supplied by vendor in sealed original manufacturer's packing to CFFP, sealed by third party inspection agency.

3. **Levy of Penalty for delayed performance:** - Penalty @ 0.5% per week or part there of subject to maximum of 10% of the undelivered portion shall be applicable for delayed performance. Failure on the part of the bidder to accept this clause will attract the proportionate loading subject to maximum of 10% on the quoted price for the purpose of evaluation. Date of receipt of material at BHEL works i.e. Clearance Note date or Third-Party Inspection Report date whichever is later will be considered for levy of penalty. LD recovery, the applicable GST if any shall also be recoverable from vendors.
4. **Minimum lot quantity:** The requirement of Nickel is based on present consumption pattern and may change with future order book position and production plan. However, minimum Lot quantity for supply shall be kept at least 16 MT and maximum 24 MT vide each delivery intimation.
5. **Validity of GEM contract:** 18 months (540 days) from date of placement of GEM Contract. This shall be indicated in GEM contract as last date for supply of material.
6. **Evaluation of Price bids:** Evaluation of price bids will be done on the basis of FOR delivery cost at CFFP (Including GST @ 18%).

7. **Reverse Auction will be done in GEM on the basis of FOR delivery cost at CFFP**(Including GST @ 18%).

8. A) **Price Variation Clause for Billing/payment:**

Following formula shall be applicable for billing:

**$[1+(Z1-Z0)/Z0]$  X L1 agreed rate** (excluding GST)

Where

- i) In case of supply is within the delivery schedule,

**Z1=** Average LME Nickel price (Cash official in INR/Kg) of 30 days prior period from e-way bill date.

- ii) In case of supply is beyond the delivery schedule,

**Z1=** Lower of

- a) Average LME Nickel price (Cash official in INR/Kg) of 30 days period prior to schedule delivery date (60 days from intimation date)

**or**

- b) Average LME Nickel price (Cash official in INR/Kg) of 30 days period prior to e-way bill date.

**Z0=** Average LME Nickel price (cash official in INR/Kg) of January'2023 which is equal to Rs. 2307.08/Kg (as per Annexure-A attached)

B) **GST** will be reimbursed to vendor against receipt of GST compliant invoice and after verifying the return submitted by vendor on GST portal. The same should get reflected in BHEL GST Portal.

C) Payment to vendors will be made in Indian Rupees.

D) In case the delivery is within 30 days of Intimation, billing (provisionally) will be done on L1 agreed rate. Final Invoice considering Average LME Nickel Price (Cash official in INR/Kg) 30 days period from Intimation date will be raised after availability of such indices. Payment for such lots will be released considering the scheduled delivery date.

9. **PAYMENT TERMS:** 100% payment will be made to the seller within 45/60/90 days (as per below mentioned table) after receipt; subject to acceptance of material at CFFP / BHEL, Haridwar through e-payment by the Buyer.

Type of bidder	Payment Term (Number of days)
Micro and Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

*Participating MSME bidders which are already registered with CFFP BHEL, need to ensure that their latest MSME status is updated with CFFP for getting above payment preference. Also, MSME bidders not registered with CFFP should provide copy of previous financial year's audited balance sheet along with UDYAM certificate for availing above mentioned payment preference.*

**10. Packing:** Material must be supplied in sealed original manufacturer's packing with marking as per specification FF 05061 Rev 02. Packing size shall be limited to 250 Kg per drum. The material shall be packed such as to prevent loss/deterioration in quality during handling, transport and storage. Each package should be marked with the following details: name of the material, Manufacturer's Name/ Trademark & Net Weight.

**11. Original Manufacturer's Test certificate required** along with dispatches.

**12. Guarantee Certificate** of 12 months from the date of supply of material, shall be provided by the seller along with dispatch documents. In case of any non-conformity with respect to the specification No. FF 05061 Rev 02, the supplied material must be replaced free of cost.

**13. Final inspection** at CFFP BHEL Haridwar

**14. Permissible quantity variation: +4/-2%**

**15. Risk Purchase:** In case of abnormal delays (beyond the schedule delivery period) 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.

**16. Third Party Inspection:** Third party inspection (before dispatch) from one of the following six inspection agencies: LRIS/BVIS (Wings of Bureau Veritas)/DNV/TUV (SUD)/ALFREDH KNIGHT/SGS. **Scope of third-party inspection** shall be as under:

- The inspection is to be carried out as per the ordered specification no. FF 05061 Rev 02 ensuring original manufacturer's packing, Original manufacturer test certificates etc. as per specification and its linkage.
- The material should be identified as per the specification and details like original manufacturer's name, Batch/lot no, Net weight, material name to be mentioned on each drum. The material should be packed as per specification and sealed by the inspection agency. The seal details should be mentioned in the inspection report.
- The inspection report should contain the complete witnessing of the chemical analysis of material as per IS1472 for numbers of test required in a lot and their testing methodology for evaluating. All elements and verification of size of the inspected material required to be checked, tested & reported in report. Also it should carry details of specification no, purchase order no, Batch/lot no of material, seal details of the inspector along with corresponding

packing (packing list).

- d) Witness packing and loading of Product. Third party Inspection seal to be put on each drum.
- e) Seal should be placed on drum so that same should not get damaged during transit/transportation.

**17. Conflict of Interest:** A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) They have controlling partner (s) in common; or
  - b) They received or have received any direct or indirect subsidy/financial stake from any of them; or
  - c) They have the same legal representative/agent for purposes of this bid; or
  - d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
  - e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/Assemblies from one bidding manufacturer in more than one bid; or
  - f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid form the following:
    - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
    - 2. Indian/foreign agent on behalf of only one principal;
- or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
  - h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

### 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

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.

#### 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. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

#### 7. **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): LRIS/ BVIS(WINGS OF BUREAU- VERITAS)/ DNV /TUV(SUD)/ALFRED H KNIGHT/ SGS  
Post Receipt Inspection at consignee site before acceptance of stores: CFFP BHEL HARIDWAR

#### 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. **Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

## **Disclaimer/अस्वीकरण**

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/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**