

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-09-2023 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	16-09-2023 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (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	10170006-ivp Goindwal
Total Quantity/कुल मात्रा	2
Item Category/मद केटेगरी	Magnetic Lifter (Q3)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria *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
ITC available to buyer/क्रिता के लिए उपलब्ध आईटीसी	Yes
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
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No

Bid Details/बिड विवरण	
Payment Timelines	Payments shall be made to the Seller within 90 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/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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Details of the Competent Authority for MSE

Name of Competent Authority	Rakesh Kumar
Designation of Competent Authority	AGM
Office / Department / Division of Competent Authority	BHEL, IVP Goindwal Sahib
CA Approval Number	IVP-MM0TEN(CI)/2/2023-IVP-MM
Competent Authority Approval Date	05-09-2023
Brief Description of the Approval Granted by Competent Authority	Competent authority has accorded approval vide e-office file no. IVP-MM0TEN(CI)/2/2023-IVP-MM

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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1. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and

"Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

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

Magnetic Lifter (2 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

[* As per GeM Category Specification/जेम कैटेगरी विशिष्टि के अनुसार](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Performance Parameter	Rated Lifitng Capacity	2000.0 (kilogram)
	Capacity	2000.0 (kilogram)
Test Report	Availability of Test Report from Central Govt/NABL/ILAC accredited lab to prove conformity to specification	Yes

Additional Specification Parameters - Magnetic Lifter (2 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Rated Lifting Strength (Flat Surface)- 2000 KgF (minimum), Cylindrical Lifting Strength - 700 KgF (Minimum) and Permissible Operating Temperature - 80 deg C	Vendor to confirm the specification parameter.
Job Size Range	For rectangular jobs: L = 3000 (max), W = 2000 (max) and for cylindrical jobs diamtere range is 60 to 350. All dimensions are in mm.

Specification Parameter Name	Bid Requirement (Allowed Values)
Magnet shall be tested at least 3 times the rated lifting capacity on machined surface.	Vendor to provide load test certificate at which testing is carried out. Load test certificate to be issued by Govt. approved competent authority in compliance to provisions of Factory Act, 1948 & its amendment till date.
Magnet must consist of Actuating lever with positive spring lock so as to prevent unintended operations.	Vendor to confirm the specification parameter.
Magnet must meet all the requirements of ANSI/ASME or equivalent applicable BIS.	Vendor to confirm the specification parameter.

* Bidders offering must also comply with the additional specification parameters mentioned above.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	100%

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	Sunil Kumar Pandey	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	2	45

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Scope of Supply

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

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

UNIT RATES TO BE QUOTED SHOULD BE INCLUSIVE OF ALL TAXES AND ON FOR GOINDWAL (PUNJAB) BASIS.

Pre-Qualification Criteria (PQC): Only those bidders can quote who have supplied at least one similar Permanent Lifting Magnet with 2 MT or higher capacity in the past five years. Following documents are to be provided to fulfill this criterion:

1. Minimum One PO copy

2. Invoice copy of same PO

PO date and Invoice date should be from 17.09.2018 to 16.09.2023 (both dates are inclusive).

Start-ups shall be exempted from the above pre-qualification criteria without any relaxation in quality standards or technical parameters as per D.O. No. 5(4)/2016-BE-I dated 15.02.2017. For claiming Start-Up exemption, vendors have to submit DPIIT (Dept. of Promotion of Industry and Internal Trade)/DIPP (Department for Industrial Policy and Promotion) recognition certificates.

Bidder Type

For manufacturers: Procurement shall be preferred from manufacturers. Bidder has to submit an undertaking for being manufacturer. In case manufacturer insists on engaging a dealer / agent, such dealer / agent is not allowed to represent more than one manufacturer for same item.

For dealers: In case of dealers / agents, valid authorized dealer certificate is required from original manufacturer (OEM) and this certificate is to be submitted along with bid. In case bids are received from dealer / agent and manufacturer both, bid submitted by dealer will be rejected. A dealer representing more than one manufacturer for same item will be rejected. Kindly quote for single make only. Dealer has to provide contact details (like name, e-mail id, telephone no & address) of OEM office issuing "Dealer Authorization Certificate".

Warranty: The supplier should warranty the Permanent Lifting Magnet performance against any manufacturing defects for 12 months from the date of acceptance of material at BHEL.

Payment Terms: Payments shall be made to the Seller within the mentioned days (as per below table) of issue of consignee receipt cum-acceptance certificate (CRAC) and submission of performance security.

Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	45 Days
Medium Enterprises	60 Days
Non MSME	90 Days

To be considered as Micro, Small or Medium enterprise, bidder must be manufacturer of offer product and relevant valid certificate as per latest MSME guidelines is to be submitted along with bid. In case of bid submitted as trader / dealer etc., bidder will be considered as Non-MSME. In case of non-submission of valid document as per latest MSME guidelines along with the bid, then bidder will be considered as Non-MSME.

Payment will be released only after submission performance security by the supplier.

Performance Security: Performance Security for 10% of purchase order value covering the agreed Guarantee period has to be furnished by the L1 bidder. Performance security can be submitted by the vendor by either of the following two ways:

1. Performance Bank Guarantee (PBG) valid for 1 year of warranty period (with additional 6 months as claim period).
2. Vendor provides acceptance to deduct an amount equivalent to 10% of basic purchase order value of supply.

Performance security shall be valid for one year of warranty period (with additional 6 months as claim period).

Risk Purchase

1. In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.
2. The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.
3. The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or

any of the following manners:

1. from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.
2. from the dues payable to defaulted supplier against other contracts in the same Region/Unit / any other region/unit.
3. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

3. 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.

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

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.

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---