

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 09-08-2024 15:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 09-08-2024 15:30:00 |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से) | 75 (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 | 12 |
| Item Category/मद केटेगरी | PROXIMITY SENSOR (NAMUR) FOR RB Mat. code 964651690000 4-V-N207-26536/00 & SPEC: SB: 0015-Rev No. 05 |
| 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 | Certificate (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 |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया | No |
| 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 |
| 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) |

| Bid Details/बिड विवरण | |
|------------------------------------|-----------------------------|
| Evaluation Method/मूल्यांकन पद्धति | Total value wise evaluation |

EMD Detail/ईएमडी विवरण

| | |
|-------------------|----|
| Required/आवश्यकता | No |
|-------------------|----|

ePBG Detail/ईपीबीजी विवरण

| | |
|-------------------|----|
| Required/आवश्यकता | No |
|-------------------|----|

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 |
|---|----|

Details of the Competent Authority for MSE

| | |
|--|--|
| Name of Competent Authority | RAJESH KUMAR |
| Designation of Competent Authority | SENIOR MANAGER |
| Office / Department / Division of Competent Authority | MM |
| CA Approval Number | IVP-MM0TEN(ODM)/4/2024-IVP-MM |
| Competent Authority Approval Date | 27-07-2024 |
| Brief Description of the Approval Granted by Competent Authority | Approval for non-applicability of MSE purchase preference. |

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 |
|--|----|

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.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

Confirmation to tender terms - GeM Bid for Proximity Sensors Procurement - [1722072901.xlsx](#)

PROXIMITY SENSOR (NAMUR) FOR RB Mat. Code 964651690000 4-V-N207-26536/00 & SPEC: SB: 0015-Rev No. 05 (12 pieces)**Technical Specifications/तकनीकी विशिष्टियाँ**

| | |
|---|--------------------------|
| Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़ | Download |
|---|--------------------------|

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 | Ranveer Singh | 143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib | 12 | 90 |

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. 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:

- The Seller fails to comply with any material term of the Contract.
- 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.
- 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.
- The Seller becomes bankrupt or goes into liquidation.
- The Seller makes a general assignment for the benefit of creditors.
- A receiver is appointed for any substantial property owned by the Seller.
- The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

2. Generic

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 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.

3. 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.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

2.1 Pre-Qualification Criteria

Experience Criteria: The Bidder or its OEM {themselves or through its reseller(s)} **should have successfully supplied 'Proximity Sensor' against any customer purchase order(s) of any value.** Relevant purchase order(s) and their respective invoice(s)/CRAC(s) shall be enclosed as a proof. **Date of Purchase Order/s date & corresponding invoice(s)/CRAC(s) should be from 01.07.2021 onward and up to the date of actual bid part -I opening. Please note that the proof of execution like Invoice / Consignee Receipt Note / Completion Certificate must include the Purchase Order reference number, otherwise that PO will not be considered for the fulfilment of this tender term.**

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.

2.2 Drawing / Catalogue Submission

Bidder shall submit along with the offer one copy of Drawing / Catalogue giving complete constructional and dimensional details of the Limit Switch offered.

2.3 Bidder Type

For manufacturers:

Procurement shall be preferred from manufacturers. 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 / distributors, valid authorized dealer certificate is required from original manufacturer (OEM) with OEM details such as name, designation, address, Email ID and contact number. In case bids are received from dealer / agent and its manufacturer both, then 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.

2.4 Scope of Supply

All the items are to be supplied as per below mentioned drawing / TDC / TSB / standards:

| Sl. No. | Material | Material Description | Rqmt. (Nos.) | Drawing no. & TDC No-Rev No |
|---------|--------------|---------------------------------|--------------|---|
| 1 | 964651690000 | PROXIMITY SENSOR (NAMUR) FOR RB | 12 | 4-V-N207-26536/00 & SPEC:SB:0015 -Rev No.05 |

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2.5 Quality Plan/ Inspection: Material will be inspected with respect to relevant drawing / TDC and standards.

2.6 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 on-line submission of bills.

| 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. Also, if no valid certificate as per latest MSME guidelines is not submitted along with bid, then bidder will be considered as Non-MSME.

2.7 Quantity Variation: Quantity Variation clause is not applicable for this tender enquiry.

2.8 Performance Security (PS)

Applicability:

- 1) Performance Security will not be applicable in which total PO value on vendor in one tender enquiry is less than or equal to Rupees Five lakh.
- 2) **In case total PO value on vendor in one tender enquiry is greater than Rs. 5 Lakh:** Successful bidder (L1 or counter-offer accepted) has to submit Performance Security (PS) @5% of PO value within 21 days from the date of award of PO. PS shall be valid for a period of one year. This PS will be released to the vendor without interest after two months beyond the completion of all supplies under the PO.

Before the release of this PS, vendor has to submit another PS @1% of PO value or Rs . 3000.00 whichever is higher after two months beyond the completion of all supplies under the PO. This PS shall be valid for a period of 12 months. This additional PS will be released to the vendor without interest after expiry of validity upon fulfilment of contractual obligations as per terms of contract.

The mentioned value is net of taxes.

Vendor has to submit written request to BHEL for refund of PS well in advance before the due date.

In case of non-submission of PS for 5% of contract value, it will amount to breach of contract.

Mode of deposit:

Performance security may be furnished in the following forms:

- 1) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- 2) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- 3) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- 4) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- 5) Insurance Surety Bond.

6) By way of retention from dues available in the form of Bills payable to the supplier against same / other contracts in the same unit.

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

Forfeiture of Performance Security:

The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.

2.9 Breach of contract, Remedies and Termination

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered in all or any of the following manners:

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

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

2.10 Warrantee and Corresponding Repair / Replacement of Goods

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, vendor shall give a warrantee against design & manufacturing defects for a period of 18 months from the date of receipt. In case of non-acceptance of this term, bid shall be liable for rejection.

UNIT RATES TO BE QUOTED INCLUSIVE OF TAXES AND ON FOR BHEL GOINDWAL BASIS

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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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---