



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2025/B/6285845 Dated/दिनांक : 30-05-2025

# Bid Document/ बिड दस्तावेज़

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Bid Details/बिड विवरण		
Bid End Date/Time/बिंड बंद होने की तारीख/समय	09-06-2025 15:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	09-06-2025 15:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (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	
क्रेता ईमेल / Buyer Email	buyer1721.bhelb.ua@gembuyer.in	
Total Quantity/कुल मात्रा	200	
ltem Category/मद केटेगरी	WIRE BRAIDED FLEXIBLE CONDUTE PIPE. SIZE-ID= 28 MM, OD= 38 MM	
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	WIRE BRAIDED FLEXIBLE CONDUTE PIPE. SIZE-ID=28 MM,OD=38 MM	
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Connection Pipe with Nuts (V2), Waste Pipe, Cellophane paper, High Strength Deformed Steel Bars and Wires for Concrete Reinforcement (V2) ISI marked to IS 1786, Mechanically Woven, Double - Twisted, Hexagonal Wire Mesh Gabions, Revet Mattresses and Rock Fall Netting as per IS 16014, Modular Toilet, Chlorinated Polyvinyl Chloride (CPVC) Pipes for Potable Hot and Cold Water Distribution Supplies (V2) as per IS 15778, XLPE Cables for Working Voltages From 3.3 KV up to and Including 33 KV as per IS 7098 (Part 2), Rubber Welding Hoses as per IS 447, Black Flexible Rubber Hose Pipe	
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Waste Pipe	
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No	
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No	

Bid Details/बिड विवरण		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Additional Doc 1 (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	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes	
RA Qualification Rule	H1-Highest Priced Bid Elimination	
ITC available to buyerक्रेता के लिए उपलब्ध आईटीसी	Yes	
Type of Bid/बिंड 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 <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	
Arbitration Clause	No	
Mediation Clause	No	
EMD Detail/ईएमडी विवरण		
Required/आवश्यकता	No	
ePBG Detail/ईपीबीजी विवरण		
Required/आवश्यकता	No	
MII Purchase Preference/एमआईआई खरीद वरीयता		
MII Purchase Preference/एमआईआई खरीद वरीयता	No	
MSE Purchase Preference/एमएसई खरीद वरीयता		

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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- 1. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
- 2. 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

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

# WIRE BRAIDED FLEXIBLE CONDUTE PIPE. SIZE-ID= 28 MM, OD= 38 MM ( 200 meter )

## Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<u>Download</u>

## 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%	NA

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	200	60

## **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	Annexxure-1 <u>View</u>	Annexxure-1 required with seal & sign	WIRE BRAIDED FLEXIBLE CONDUTE PIPE. SIZE-ID= 28 MM, OD= 38 MM(200)

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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity  $\div$  Original quantity)  $\times$  Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

## 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

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.

## 5. Scope of Supply

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

## 6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- 1. Vendor should submit dually filled, signed & stamped copy of specification document i.e Annex ure 1.
- 2. Dimensional tolerance +/-5 MM in ID & OD will be acceptable.
- 3. Minimum role length should be 25M or more.
- 4. Flexible SS conduit pipe should be Stainless Steel wire braided only.
- 5. Quantity variation +/- 5% acceptable.
- 6. Test certificate required along with supply.
- 7. Guarantee certificate against manufacturing defect is required for period of one year from supply date.
- 8. Early delivery is acceptable.
- 9. Final inspection will be done at CFFP Store
- 10. Payment terms: Payment shall be made through e-payment, subject to acceptance of material and submission of the required documents, complete in all respects, as per following details:

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

The vendors who wish to avail benefit of payment terms for MSEs need to apply for MSE purchase preference in the bids. MSME bidders can also avail benefits of payment through TReDS (RXIL).

11 Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST Owned	Women Owne	Others (excluding S C/ST & Women Own ed)
Micro			
Small			

Note: If the bidder does not furnish the above in the tender, offer shall be processed construing th at the bidder is not falling under MSE category.

## 12. Documents required for Material Acceptance & Payment:

Vendors are required to send the following set of documents in duplicate (two copies each) to the address mentioned below:

S. No.	Document
1	Invoice – Original for Buyer
2	Invoice - Duplicate for Transporter
3	Test Certificate
4	Guarantee Certificate
5	Third Party Inspection Report (If applicable)
6	Bill of Lading (If Applicable)
7	Packing List (If Applicable)

In addition to this any other document mentioned in the purchase order (even if not mentioned in the above list) will be required to be sent by the vendor.

#### Address:

Vipin Kumar

Engineer (Purchase)

Central Foundry Forge Plant

Bharat Heavy Electricals Ltd.

Ranipur, Haridwar

Uttarakhand - 249403

Ph. No.-9131086430

Alternatively, vendors can send a digitally signed copy of above-mentioned documents to the following email address: v kumar@bhel.in; hwcfmm@bhel.in.

These documents are required for timely acceptance of material and payment of the vendors. Wit hout these documents, payment may not be processed in timely manner. BHEL will bear no responsibility towards the same.

### 13 Breach of contract, Remedies and Termination:

In case of breach of contract, recovery of 10% of total contract value shall be applicable. Recovery shall be done by encashing security instruments like Contract Execution Bank Guarantee, perform ance bank guarantee, EMD. In case value of security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies shall be pursued. Further, le vy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

14 Suppliers/Contractors may track payment status of their invoices using BHEL Unified Supplier P ayment (USP) Portal – https://uspp.bhel.in.

15 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 the m 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 enq uiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid form the following:
The principal manufacturer directly or through one Indian agent on his behalf; and 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 te chnical 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 mor e than one unit having common business ownership/management, only one unit should quote. Si milar restrictions would apply to closely related sister companies. Bidders must proactively declar e such sister/common business/management units in same/similar line of business.

13 The offers of the bidders who are under suspension as also the offers of the bidders, who

engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred

across BHEL is available on BHEL website: www.bhel.com.

- 13.0 Integrity commitment, performance of contact and punitive action thereof:
- 13.1 Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all bidder(s) in a transparent and fair manner, and with equity.

- 13.1 Commitment by Bidder/Supplier/Contractor:
- a. The Bidder/Supplier/Contractor commit to take all measures to prevent corruption and will not d irectly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the India n penal code, 1860 or any other law in force in India.
- b. The Bidder/Supplier/Contractor will, when presenting his bid, disclose any and all payments he h as made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from tim e to time by Govt. of India/BHEL.
- c. The Bidder/Supplier/Contractor will perform/execute the contract as per the contract terms & c onditions and will not default without any reasonable cause, which causes loss of business/money/reputation, to BHEL.

If any Bidder/Supplier/Contractor during pre-tendering/tendering/post tendering/award/execution/post-execution stage indulges in mal-practices, cheating, bribery, frau d or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any p rovision of the Indian Penal Code, 1860 or any other law in force in India then, action may be take n against such bidder/supplier/contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions."

## 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.

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- 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.
- 15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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---