बिड संख्या/Bid Number: GEM/2025/B/6321297
दिनांक /Dated: 09-06-2025

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	19-06-2025 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	19-06-2025 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	60 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम/Department Name	Department Of Heavy Industry
संगठन का नाम/Organisation Name	Bharat Heavy Electricals Limited (bhel)
कार्यालय का नाम/Office Name	10020009-cffp Haridwar
क्रेता ईमेल/Buyer Email	buyer634.bhelb.ua@gembuyer.in
कुल मात्रा/Total Quantity	42000
वस्तु श्रेणी /Item Category	RBMC Mini Key Bricks Size 7/8 , RBMC Mini Key Bricks Size 7/30
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	RBMC Mini Key Bricks Size 7/30
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Refractory Bricks and Similar Refractory Ceramics from Paschim Bardhaman - ODOP
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	RBMC Mini Key Bricks Size 7/8

बिड विवरण/Bid Details	
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/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)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

विभाजन/Splitting

विभाजन/Splitting

विभाजन/Splitting Applied	Yes
बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	2
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	60:40. Details as per ATC

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	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 .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.

2. 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.

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

RBMC Mini Key Bricks Size 7/8 (20000 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्ट दस्तावेज़ /Buyer Specification Document	Download

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध prarambh होने की तारीख से दिनों की संख्या में /(In number of days from contract start days)		
			मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी ______तक पूरी कर ली जाए /Delivery to be completed by
1	Kumar Siddhartha	249403,Central Foundry Forge Plant, BHEL, Ranipur, Haridwar	10000	1	45
			10000	80	100

RBMC Mini Key Bricks Size 7/30 (22000 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध prarambh होने की तारीख से दिनों की संख्या में /(In number of days from contract start days)

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध prarambh होने की तारीख से दिनों की संख्या में /(In number of days from contract start days)		
			मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी ______तक पूरी कर ली जाए /Delivery to be completed by
1	Kumar Siddhartha	249403,Central Foundry Forge Plant, BHEL, Ranipur, Haridwar	11000	1	45
			11000	80	100

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Specification View	Bidder has to submit signed and stamped copy of attached drawing as acceptance to supply material as per requirement.	RBMC Mini Key Bricks Size 7/8(20000),RBMC Mini Key Bricks Size 7/30(22000)
2	97% MgO Acceptance View	Bidder has to submit signed and stamped copy of attached document as acceptance to supply material as per requirement.	RBMC Mini Key Bricks Size 7/8(20000),RBMC Mini Key Bricks Size 7/30(22000)
3	Third party inspection acceptance View	Bidder has to submit signed and stamped copy of attached document as acceptance to supply material as per requirement.	RBMC Mini Key Bricks Size 7/8(20000),RBMC Mini Key Bricks Size 7/30(22000)
4	PQC View	Bidder has to submit documents as per attached PQC to qualify in the GEM bid.	RBMC Mini Key Bricks Size 7/8(20000),RBMC Mini Key Bricks Size 7/30(22000)
5	Declaration by bidder regarding conflict of interest View	Bidder has to submit signed and stamped copy of attached document as acceptance to supply material as per requirement.	RBMC Mini Key Bricks Size 7/8(20000),RBMC Mini Key Bricks Size 7/30(22000)

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.

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/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 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 ÷ Original quantity) × 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. **Scope of Supply**

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

5. **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.

6. **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):

by any one of LRIS/ BVIS(WINGS OF BUREA-VERITAS)/ DNV/ TUV(SUD)/ ALFRED H KNIGHT/ SGS

Post Receipt Inspection at consignee site before acceptance of stores:
by CFFP at CFFP BHEL Haridwar

7. **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.

8. **Warranty**

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

9. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Payment terms: Payment shall be made through e-payment, subject to acceptance of material and sub mission 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 preferen ce in the bids. MSME bidders can also avail benefits of payment through TReDS (RXIL).

2. 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, performance bank guara ntee, EMD. In case value of security instruments available is less than 10% of the contract value, the balan ce amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amo unt, etc. with BHEL) or legal remedies shall be pursued. Further, levy of liquidated damages, debarment, t ermination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

3. Original Manufacturer's Test certificate & Guarantee Certificate required along with dispatches.

4. Quantity variation +/-5% is acceptable.

5. Final inspection at CFFP, BHEL Haridwar.

6. Early delivery is acceptable for first lot only.

7. 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

a) 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

b) 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.

8. "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.

8.0 Integrity commitment, performance of contact and punitive action thereof:

8.1 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.

8.2 Commitment by Bidder/Supplier/Contractor:

8.2.1 The Bidder/Supplier/Contractor commit to take all measures to prevent corruption and will not directly 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 Indian penal code, 1860 or any other law in force in India.

8.2.2 The Bidder/Supplier/Contractor will, when presenting his bid, disclose any and all payments he has 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 time to time by Govt. of India/BHEL.

8.2.3 The Bidder/Supplier/Contractor will perform/execute the contract as per the contract terms & conditions 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, fraud 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 tant amount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India then, action may be taken against such bidder/supplier/contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions."

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

10. No relaxation in PQC (prior experience) for MSE & Start-Ups.

11. **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:

Amit Sharma

Dy. Manager (Purchase)

Central Foundry Forge Plant

Bharat Heavy Electricals Ltd.

Ranipur, Haridwar

Uttarakhand – 249403

Ph. No. 9442644641

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

These documents are required for timely acceptance of material and payment of the vendors. **Without these documents, payment may not be processed in timely manner. BHEL will bear no responsibility towards the same.**

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

Type under MSE	***SC/ST Owned***	***Women Owned***	***Others (excluding SC/ST & Women Owned)***
Micro			
Small			

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

13. The bid has been floated with provision to split the final ordering quantity in ratio 60:40 between L1 a nd the other vendor who accepts the counter offer to meet L1 price. In case multiple vendors accept count er offer to meet L1 price, vendor with the higher rank will be preferred i.e., L2 over L3, L3 over L4 and so o n. In case no vendor accepts the counter offer, purchase order of 100% quantity will be placed on L1 vend or.

However, provisions of splitting as per Govt. Policy on the basis of MSE & MII status of the vendors are also applicable.

In case the L1 vendor is class I MII vendor but not MSE and one or more MSE vendor(s) whose quoted price falls within the specified range (at present) of L1+15%, counter-offer to meet L1 price shall be given to the m for min. 25% of the final ordering quantity. If more than one MSE vendors whose quoted price falls withi n the range of L1+15% accept the counter offer to meet L1 price, the order quantity (for MSE vendors) sha ll be split between them. The remaining 15% shall be awarded to highest ranking vendor accepting the co unter offer irrespective of their status as MSE or otherwise. In this case, the splitting ratio of 60:40 will be f urther divided as per the case details.

In case the L1 vendor is not eligible for class I MII preference but is an MSE vendor and a vendor eligible for class I MII preference falls within the specified range of (at present) L1+20%, counter offer to meet L1 pric e shall be given to the them for 50% of the final ordering quantity. If more than one class I MII vendors wh ose quoted price falls within the range of L1+20% accept the counter offer to meet L1 price, vendor with t he higher rank will be preferred i.e., L2 over L3, L3 over L4 and so on. In this case, the splitting ratio of 60: 40 will not hold.

In case L1 vendor is neither MSE, nor MII, the division of final order quantity shall be governed by 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 . Accordingly, 25% of ordering quantity shall be reserved for eligible MSE vendor subject to their acceptan ce of matching the L1 price. The remaining 75% of ordering quantity will be further divided by the way of c ounter offer to eligible MII vendor subject to their acceptance of matching the L1 price.

Further, if non-MSE-MII vendor, MSE vendor and MII vendor (Subject to acceptance of counter offer) all are in the fray, the provisioned split of 60:40 will not hold. If only non-MSE-MII vendor and MSE vendor (Subject to acceptance of counter offer) are in the fray, remaining 75% quantity (after reserving 25% quantity for M SE vendor) shall be split in the ratio 60:40. However, If only non-MSE-MII vendor and MII vendor (Subject to acceptance of counter offer) are in the fray, 50% quantity shall be offered to eligible MII vendor. In this cas e, the splitting ratio of 60:40 will not hold.

In case no eligible MSE or MII vendor accepts the counter offer, splitting as per tender enquiry in ratio 60:40 will be applicable.

Example:

Case: BHEL Is purchasing a material FeX – Qty. 1,00,000 kg. The tender enquiry is floated with provision to split the final ordering quantity in ratio 60:40. Ranking of vendors after RA is as follows:

Ranking	Vendor	Price
L1	A	100
L2	B	101
L3	C	103
L4	D	105
L5	E **(MII)**	110
L6	F **(MSE)**	112
L7	G	115
L8	H	120
L9	I **(MSE)**	125
L10	J **(MII)**	130
L11	K	132

In this case, first purchase preference will be given to eligible MSE vendor – F for 25% quantity (25% of 1,00,000 kg = 25,000 kg) since their price falls within L1 + 15% range. Vendor I, although MSE will not get counter offer as MSE since their price does not fall within L1 + 15% range. For balance 75% quantity, counter-offer to match L1 price for 50% quantity (50% of 75% of 1,00,000 kg = 37,500 kg) will be given to eligible MII vendor – E since their price falls within L1 + 20% range. Again, vendor J, although MII, will not be given purchase preference since the price offered by them does not fall within L1 + 20% range. Subject to acceptance of counter offer by E & F, the proportionate distribution of quantity in this case will be **A : E : F :: 37.5% : 37.5% : 25% (37,500 Kg : 37,500 Kg : 25,000 Kg).** Therefore, provision of 60:40 split will not hold.

If eligible MII vendor – E does not accept the counter offer, remaining 75% quantity (after keeping 25% quantity reserved for eligible MSE vendor) will be split between other vendors in the ratio 60:40 by the virtue of their rank i.e., L2 (B) will be preferred over L3 (C), L3 (C) will be preferred over L4 (D) and so on. In this case, provision of 60:40 split will hold only for balance 75 % quantity. Say, L2 (B) accepts the counter offer, the proportionate distribution of quantity in this case will be **A : B : F :: 45% : 30% : 25% (45,000 kg : 30,000 kg : 20,000 Kg).**

If eligible MSE vendor – F doesn't accept the counter offer to match L1 price, and eligible MII vendor – E agrees to match the L1 price, the quantity will be split in 50:50 ratio as per Govt. Guidelines and the provision of 60:40 split will not hold; the proportionate distribution of quantity in this case will be **A : E :: 50% : 50% (50,000 kg ; 50,000 Kg).**

If none of the eligible MII or MSE vendors accept the counter offer to match L1 price, the provision of 60:40 split will hold and the quantity will be split between other vendors in the ratio 60:40 by the virtue of their rank i.e., L2 (B) will be preferred over L3 (C), L3 (C) will be preferred over L4 (D) and so on. Say, L2 (B) accepts the counter offer, the proportionate distribution of quantity in this case will be **A : B :: 60% : 40% (60,000 Kg : 40,000 Kg).**

Further, if more than one vendor is eligible for MSE preference, all of them will be considered for ordering s ubject to their matching the L1 price. Therefore, **the total ordering quantity on all eligible MSE vendor(s) will be min. 25% of the purchase quantity**.

If more than one vendor is eligible for MII preference, only one of them will be considered for ordering by the virtue of their rank subject to their matching the L1 price i.e., if say, both L2 and L3 are eligible for MII purchase preference and accept the counter offer to match L1 price, L2 will be preferred over L3.

In case of any change in the guidelines for purchase preference to MSE or MII vendors by Govt. of India, same will be applicable to the bid (as per the effective date of guideline) irrespective of the conditions mentioned above.

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अस्वीकरण/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. 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.
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.

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

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।/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.

---धन्यवाद/Thank You---