

Bid Document

Bid Details	
Bid End Date/Time	08-11-2021 18:00:00
Bid Opening Date/Time	08-11-2021 18:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	70 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Bharat Heavy Electricals Limited (bhel)
Office Name	10140027-hppb Trichy
Total Quantity	2
Item Category	TI RANGE 0 - 400° C (Q3) ()
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	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
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	3 Days
Payment Timelines	Payments shall be made to the Seller within 60 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	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

Reserved for Make In India products

Reserved for Make In India products	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY.

TI RANGE 0 - 400° C (2 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	RAGHABENDRA SAHOO	763008,BHEL PSSR Site office NALCO Damanjodi site Koraput, Odisha-763008	2	90

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	SPEC,QP,PQR,MII,NIL DEVIATION FROMAT View	SPEC,QP,PQR,MII,NIL DEVIATION FROMAT	TI RANGE 0 - 400° C(2)

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 Additional Terms and Conditions

- After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 15 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 5 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing– the delivery period shall be refixed without LD for the period of delay in approval of Drawing.
- Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
- 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 %.
- Bidder shall submit the following documents along with their bid for Vendor Code Creation:
 - Copy of PAN Card.
 - Copy of GSTIN.
 - Copy of Cancelled Cheque.
 - Copy of EFT Mandate duly certified by Bank.
- Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
- 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.
- 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.
8. 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.
 9. **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): AT VENDOR WORKS
Post Receipt Inspection at consignee site before acceptance of stores: AT NALCO SITE
 10. Buyer Added text based ATC clauses

BUYER ADDITIONAL TERMS AND CONDITIONS

1. **Delivery Term:** Vendor shall quote unit price on FOR / Consignee basis inclusive of Packing & Forwarding, Freight & GST. Insurance will be on BHEL scope.
2. **Evaluation:** Offer evaluation will be on Single package basis. **The tendered items for this GeM tender is reserved for "Class-I Local Supplier". If other than Class-I Local supplier submits offer, their offer will be liable for Commercial rejection. Purchase preference will be as per clause no-3A (c) of PP (Preference to Make in India), Order 2017 Dated 04.06.2021**
3. **Vendor approval:** Customer approval of vendor is applicable for this tender. **After opening of Part-I bid, Bidders who are not approved by customer for this items, will be asked to submit the credentials for customer approval. Subsequently, If the bidder is not approved by customer or fails to submit the complete credentials before Price Bid opening, their offer will be liable for commercial rejection. Hence, vendor offers will be considered for price bid opening subject to the fulfilment of the following 3 conditions**
 - i. **PQR requirement**
 - ii. **Techno-commercial suitability**
 - iii. **Vendor approval by customer**

4. Payment Term:

i) Indigenous Supplier (Non MSE)

Payment term is 100% direct EFT payment after 60 days from the date of Consignee's Receipt cum Acceptance Certificate (CRAC).

ii) Indigenous Supplier (MSE)

Payment will be as per MSMED Act, 2006

Any deviation in the above Payment Terms, any other conditions in payment terms or any other payment term will not be accepted and offers are liable to be commercially rejected.

5. **PQR:** Bidder's Offer not meeting Pre-Qualification Requirement will not be considered for further evaluation.
6. **Deviation:** Vendor to indicate deviations (if any) in the Sub Delivery Enquiry Deviation Format only.
7. **Delivery days:** **The indicated delivery days on GeM portal is from drawing approval/manufacturing clearance.** Delivery date shall inclusive of all the activities like manufacturing, inspection, Packing & Forwarding and dispatch.
8. **Bidder shall quote firm price only for this tender. Bidder shall not quote two different unit price for similar items irrespective of tendered quantity.**
9. **Document Submission after PO:** Complete set of applicable documents viz., Datasheet, TTP (Type test Procedure if applicable) and Quality Plan are to be submitted for BHEL / customer approval within defined time period in GeM. Any delay from vendor side beyond defined time period will be considered as vendor delay only and the delay period will be deducted from calculated delivery date while making delivery date extension if applicable. Type test (if applicable as per PO) to be conducted within 6 weeks from manufacturing clearance / document approval any delay beyond 6 weeks shall be considered as vendor delay only and the delay period will be deducted from calculated delivery date. Any comment in the documents by BHEL / Customer to be replied / revised (as applicable) within 3 days.
10. Manufacturing clearance will be issued by BHEL, based on the approval of all type of required documents from customer / BHEL and delivery period will be calculated from the date of manufacturing clearance only.
11. **The L 1 bidder who has received the PO for the tendered items shall not split the total quantity while offering for inspection until unless specified instructions issued by BHEL.**
12. **Inspection & testing requirements:** Inspection and testing requirements are to be carried out as per the specification and BHEL/customer approved QAP; all test certificates are to be submitted in complete set as indicated in our specification /QAP. In case of Vendor QP the same shall be submitted for approval along with the offer.
13. **Inspection notice period:**

For Third Party Inspection, Vendor shall raise inspection call to at least **one working day**, prior to the proposed date of inspection at vendor works.
For Joint Inspection, Vendor shall raise inspection call to **at least 15 working day**, prior to the proposed date of inspection at vendor works.

Dispatch instructions will be provided on receipt of clear inspection report. No material should be dispatched without our dispatch clearance. Vendor shall dispatch the consignment immediately after getting dispatch clearance from BHEL. **The LD shall be reckoned from the Contract delivery date to Cargo readiness date. Cargo readiness date means Invoice date/Bill of Lading date/Airway Bill date/Lorry way bill date/Railway Receipt date, whichever is later.**
14. **Self-certification:** In line with Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT, vendor to submit Self-certification in Letterhead indicating the percentage of Local content as per given format.
15. **MSE :** Vendor to submit UDYAM Registration copy to validate MSE status.
16. **BHEL reserves the right to cancel / modify the tender, if the need so arises, without assigning any further notice or reason therefore.**
17. **RISK PURCHASE:**
 - a. 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.

b) 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.

c) The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:

- from dues available in the form of Bills payable to defaulted supplier, SD, BGs 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.

18. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

19. **JURISDICTION:** In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the aforesaid arbitration clause.

20. **SECURITY OF CONFIDENTIAL INFORMATION:** The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

All the input details: transmittals and sample drawings supplied for preparation of drawings are confidential information of BHEL for specific purpose only. The contractor shall never pass on / part with the information to anybody and shall maintain the secrecy of the information. As soon as the bills are certified by BHEL, all the relevant drawing files shall be erased from PCs and shall not be made use under any circumstances.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

21. **For any clarification, kindly contact:**

Mr. L. Puvanendran, Dy Engineer /MM/BOI, Tel: 0431-2577928, email: puvan@bhel.in

Mr. Bimal Kanta Sethi, Manager/MM /BOI Tel: 0431-2574175, Mob: 8903891908, email: bksethi@bhel.in

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. 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](#)

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.

---Thank You---