

Bid Document

| Bid Details | |
|--|---|
| Bid End Date/Time | 21-10-2022 16:00:00 |
| Bid Opening Date/Time | 21-10-2022 16:30:00 |
| Bid Offer Validity (From End Date) | 85 (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 | 1 |
| Item Category | Revamping and Upgradation with New system, servomotors and servo drives in CNC tube bending machine (Q3) |
| MSE Exemption for Years of Experience and Turnover | No |
| Startup Exemption for Years of Experience and Turnover | No |
| Document required from seller | Certificate (Requested in ATC), 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 | Yes |
| RA Qualification Rule | 50% Lowest Priced Technically Qualified Bidders |
| Time allowed for Technical Clarifications during technical evaluation | 2 Days |
| Payment Timelines | Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC) |
| Evaluation Method | Total value wise evaluation |

EMD Detail

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| Required | No |
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ePBG Detail

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| Required | No |
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Splitting

Bid splitting not applied.

MII Purchase Preference

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| MII Purchase Preference | Yes |
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MSE Purchase Preference

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| MSE Purchase Preference | Yes |
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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 .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.

3. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Revamping And Upgradation With New System, Servomotors And Servo Drives In CNC Tube Bending Machine (1 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier

respectively)

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|------------|-----------|
| Brand Type | Unbranded |
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Technical Specifications

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| Buyer Specification Document | Download |
|------------------------------|--------------------------|

Installation Commissioning and Testing (ICT) details for the above item:

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|---|---------|
| % of Product Cost Payable on Product Delivery | 80% |
| Min Cost Allocation for ICT as a % of product cost | 20% |
| Number of days allowed for ICT after site readiness communication to seller | 90 Days |

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Quantity | Delivery Days |
|-------|-----------------------------|--|----------|---------------|
| 1 | Subramanian Samiappan | 620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA. | 1 | 140 |

Buyer added Bid Specific Additional Scope of Work

| S.No. | Document Title | Description | Applicable i.r.o. Items |
|-------|---|--|--|
| 1 | Specification Document- PART-A- PQC PART B- TECHNICAL SPECIFICATION View | Vendors to confirm for every points in SPECIFICATIONS and PQC | Revamping And Upgradation With New System, Servomotors And Servo Drives In CNC Tube Bending Machine(1) |
| 2 | PBG View | L1 Vendor for this tender has to submit Performace Bank Guarnatee value of 10% of supply cost. | Revamping And Upgradation With New System, Servomotors And Servo Drives In CNC Tube Bending Machine(1) |

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

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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Important note:

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Refer:

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PART B- TECHNICAL SPECIFICATIONS

PART-A- PRE-QUALIFICATION CRITERIA

Vendors have to fill each points in attached PART A & B mandatorily.

Material Delivery Address:

The Manager,

WARD / STORE No. 16,

HPBP, BHARATH HEAVY ELECTRICALS LIMITED,

TRICHY.

TAMILNADU - PIN: 620014

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Buyer Added Additional Terms and Conditions

1. Suppliers shall upload duly filled, signed and stamped Annexure-PART-B available in Specification document.

2. Payment terms for Micro & Small Enterprises (MSEs): 80% on acceptance of material, 20% on E&C and 10% PBG of total order value Within 45 Days from the date of CRAC. The supplier should be a manufacturer of the offered item and should upload Udyam Registration Certificate in proof of MSE.

3. Payment terms for Medium Enterprises: 80% on acceptance of material, 20% on E&C and 10% PBG of total order value Within 60 Days from the date of CRAC. The supplier should be a manufacturer of the offered item and should upload Udyam Registration Certificate in proof of Medium Enterprises.

4. Payment terms for Non MSME Suppliers: 80% on acceptance of material, 20% on E&C and 10% PBG of total order value Within 90 days after CRAC

5. Dealers/Traders (if the quoted items are not manufactured by the supplier) shall be considered as Non-MSME supplier for this tender.

6. Risk Purchase Clause

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

7. All other conditions are as per GeM portal's "Terms and conditions for Goods and Services". In case of submission of offer against this enquiry by a supplier, the above terms and conditions are deemed to be accepted by the supplier. Deviation if any indicated by the supplier in their offer documents, the above deviation will not be considered for evaluation.

8. Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

9. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per Contract, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN

10. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

11. In case of LD, the same 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/E-Way bill date whichever is later".

12. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.

13. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal

14. BHEL shall deduct the eligible TDS u/s 194Q of Income-tax act on the payments for invoices issued on or after 1st Jul 2021. Hence TCS on Sales of goods as per section 206C (1H) would not be applicable. Suppliers should not include TCS in their invoices.

15. For Suppliers who have not filed Income Tax returns for the last 2 preceding assessment years, TDS deduction at higher rates will be applicable as per Section 206AB and Section 206CCA of Income-tax act.

16. Offer Prices on GeM shall be on all-inclusive basis i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc.

17. The following documents are to be sent along with consignment to store: One Duplicate for Transporter copy of tax invoice + one extra copy of tax invoice + Delivery challan + LR COPY+E-Way bill.

18. Seller Tax invoice, LR copy, E-Way bill, Courier docket etc. are to be uploaded in GeM portal while updating dispatch details in GeM portal.

19. Seller Tax invoices (Original for Recipient + Duplicate for Transporter) either in Original hard copies or Digitally Signed Soft copies along with copy of LR + E-Way bill are to be sent to the buyer.

20. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com .

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 specifications 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[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---