

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	01-03-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	01-03-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	75 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	10170006-ivp Goindwal
Total Quantity/कुल मात्रा	3500
Item Category/मद केटेगरी	RACK GEAR HOUSING-O0000400 - Material code 842020111100 - Specification LM 9 WP - Drawing no O2020100004 Rev 18 , SWITCH MOUNT CONNECTOR-20006100 - Material code 842020111200 - Specification LM 9 WP - Drawing no 22020100061 Rev 03 , BEARING CAP-40020001 - Material code 842020112600 - Specification LM 9 WP - Drawing no 42020100200 Rev 04 , GEAR HOUSING-O0004800 - Material code 842020113200 - Specification LM 9 WP - Drawing no O2020100048 Rev 08 , GEAR BOX COVER-20006000 - Material code 842020113300 - Specification LM 6 - Drawing no 22020100060 Rev 04 , BEARING FRAME-20005900 - Material code 842020113400 - Specification LM 9 WP - Drawing no 22020100059 Rev 07 , LIM SWITCH MOUNT-20035700 - Material code 842020139700 - Specification LM 9 WP - Drawing no 22020100357 Rev 07
BOQ Title/बीओक्यू शीर्षक	Supply of Machined Aluminium Castings
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC), Compliance of BoQ specification and supporting document *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 Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	RACK GEAR HOUSING-00000400 - Material code 842020111100 - Specification LM 9 WP - Drawing no O2020100004 Rev 18
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. 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.

3. 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 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.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. 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

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

Compliance of tender terms - [1708420258.xlsx](#)

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Rack Gear Housing-o0000400 - Material Code 842020111100 - Specification Lm 9 Wp - Drawing No O2020100004 Rev 18	500
Schedule 2	Switch Mount Connector-20006100 - Material Code 842020111200 - Specification Lm 9 Wp - Drawing No 22020100061 Rev 03	500
Schedule 3	Bearing Cap-40020001 - Material Code 842020112600 - Specification Lm 9 Wp - Drawing No 42020100200 Rev 04	500
Schedule 4	Gear Housing-o0004800 - Material Code 842020113200 - Specification Lm 9 Wp - Drawing No O2020100048 Rev 08	500
Schedule 5	Gear Box Cover-20006000 - Material Code 842020113300 - Specification Lm 6 - Drawing No 22020100060 Rev 04	500
Schedule 6	Bearing Frame-20005900 - Material Code 842020113400 - Specification Lm 9 Wp - Drawing No 22020100059 Rev 07	500
Schedule 7	Limi Switch Mount-20035700 - Material Code 842020139700 - Specification Lm 9 Wp - Drawing No 22020100357 Rev 07	500

RACK GEAR HOUSING-O0000400 - Material Code 842020111100 - Specification LM 9 WP - Drawing No O2020100004 Rev 18

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Sahil Malhotra	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	500	150

SWITCH MOUNT CONNECTOR-20006100 - Material Code 842020111200 - Specification

LM 9 WP - Drawing No 22020100061 Rev 03

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

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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	Sahil Malhotra	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	500	150

BEARING CAP-40020001 - Material Code 842020112600 - Specification LM 9 WP - Drawing No 42020100200 Rev 04

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

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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	Sahil Malhotra	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	500	150

GEAR HOUSING-00004800 - Material Code 842020113200 - Specification LM 9 WP - Drawing No O2020100048 Rev 08

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Sahil Malhotra	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	500	150

GEAR BOX COVER-20006000 - Material Code 842020113300 - Specification LM 6 - Drawing No 22020100060 Rev 04

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

Technical Specifications/तकनीकी विशिष्टियाँ

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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	Sahil Malhotra	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	500	150

BEARING FRAME-20005900 - Material Code 842020113400 - Specification LM 9 WP - Drawing No 22020100059 Rev 07

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

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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	Sahil Malhotra	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	500	150

LIMI SWITCH MOUNT-20035700 - Material Code 842020139700 - Specification LM 9 WP - Drawing No 22020100357 Rev 07

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
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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	Sahil Malhotra	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	500	150

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

1. Scope of Supply

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

2. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of

buyer.

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

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

3. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

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.

4. 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.

5. 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 BHEL OR BHEL APPOINTED TPI AT VENDOR WORKS

Post Receipt Inspection at consignee site before acceptance of stores:

BY BHEL AT BHEL WORKS

6. Inspection

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

7. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

8. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

A. Special Notes:

Unit rates to be quoted inclusive of all taxes and on FOR BHEL Goin dwal basis.

B. Scope of supply:

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

Sl. No .	Material Code	Description	Quan tity, nos.	Machining Drawing No .	Casting Dra wing No.	Material Specific ation
1	842020111100	RACK GEAR HO USING-O0000400	500	0-20-201-00004/18	0-20-201-00021/05	LM-9 WP
2	842020111200	SWITCH MOUN T CONN-20006100	500	2-20-201-00061/03	2-20-201-00116/02	LM-9 WP
3	842020112600	BEARING CAP-40020001	500	4-20-201-00200/04	4-20-201-00736/02	LM-9 WP
4	842020113200	GEAR HOUSIN G-O0004800	500	0-20-201-00048/08	0-20-201-00020/04	LM-9 WP
5	842020113300	GEAR BOX COV ER-20006000	500	2-20-201-00060/04	2-20-201-00124/01	LM-6
6	842020113400	BEARING FRAM E-20005900	500	2-20-201-00059/07	2-20-201-00117/02	LM-9 WP
7	842020139700	LIMI SWITCH M OUNT-20035700	500	2-20-201-00357/07	2-20-201-00142/06	LM-9 WP

c. Pre-qualification requirement:

Bidder must meet the following Technical & Financial criteria as PQR for the tender. Offers of bidders not meeting these requirements will not be considered for further evaluation.

Sr. No.	Description of Requirement	Vendor's Confirmation /Comments
1.	Manufacturer of Aluminium Castings: Bidder must confirm that they have suitable in-house manufacturing facilities for enquiry items. Bidder to furnish details of facilities (size, range, capacity etc.) for handling, melting, casting and machining available in-house. In case machining is being outsourced, bidder to provide details of outsourcing vendor with their facilities for machining the enquiry items.	
2.	Experience Criteria: Bidder should have experience of manufacturing & supply of machined Aluminium castings as per following details: · If bidder is quoting for any one item of enquiry sr. no. 1, 4 & 7, then bidder should have experience of manufacturing & supply minimum weight 5.0 Kg (Single Component) in last 3 years (PO & invoice / CRAC* date should be 01.02.2021 onwards and till the actual date of Part I bid opening). · If bidder is quoting for any of balance enquiry items, then bidder should have experience of manufacturing & supply minimum weight 1.0 Kg (Single Component) in last 3 years (PO & invoice / CRAC* date should be 01.02.2021 onwards and till the actual date of Part I bid opening). In the support of this, Bidder to furnish the copy of PO & corresponding invoice copy / CRAC* as proof of supply of at least one PO from the above experience list. The weight of supplies must be clearly evident in submitted documents (PO / Invoice / CRAC* / MTC* / drawing / undertaking, etc).	

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| 3. | <p>Purchase order (PO) and Invoices / CRACs*: Bidder should have successfully supplied Aluminium Castings against any customer purchase order(s) with minimum cumulative order value of Rs. 20,00,000 (Rupees Twenty Lakh Only). For MSEs, the required cumulative value of POs and invoices shall be Rs.10,00,000.00 (Rs. Ten lakhs only). Relevant purchase order(s) along with Invoice(s) / CRACs* shall be enclosed to fulfil this criteria. All mentioned values are net of taxes. The grade of supplied casting shall be clearly mentioned / indicated in the submitted documents (PO / Invoice / CRAC* / MTC / drawing, etc). PO & invoice / CRAC* date should be 01.02.2021 onwards and till the actual date of Part I bid opening.</p> |
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* CRAC – Consignee receipt-cum-acceptance certificate (in case of GeM PO/s)

* MTC – Material test certificates

Note: **Start-ups shall be exempted** from the above criteria against sr. no. 2 & 3 without any relaxation in quality standards or technical parameters as per D.O. No. 5(4)/2016-BE-I dated 15.02.2017. For claiming Start-Up exemption, vendors have to submit DPIIT (Dept. of Promotion of Industry and Internal Trade)/DIPP (Department for Industrial Policy and Promotion) recognition certificates

D. Inspection requirement:

Enclosed quality shall be referred for procurement of these castings. QAP no. BHE:VP:SGI:WB:03/R02 dated 11.07.2022.

E. Quantity Variation

Quantity variation of +/- 10% is applicable for tender items. It will supersede the option clause of ATC.

In case BHEL releases the purchase order for additional quantity under quantity variation clause, additional delivery period shall be provided for supply of additional quantity.

In case the supplier manufactures and supplies, additional quantity under quantity variation clause, no additional delivery period shall be provided. Delivery period shall be as per the original contract. This shall supersede the delivery period mentioned in the GeM purchase order released for additional quantity.

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F. Payment Terms:

Following payment terms are to be considered in tender:

Type of bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MS Es)	45
Medium Enterprises	60
Non MSME	90

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Payments shall be made to the Seller within days (mentioned in above table) 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)

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G. Performance Security:

Applicability:

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

Before the release of this PS, vendor has to submit another PS @1% of PO value or Rs. 3000.00 whichever is higher after two months beyond the completion of all supplies under the PO. This PS shall be valid for a period of 18 months. This additional PS will be released to the vendor without interest after expiry of validity upon fulfilment of contractual obligations as per terms of contract.

All mentioned values are net of taxes.

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

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

Mode of deposit:

Performance security may be furnished in the following forms:

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

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

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

H. Breach of contract, Remedies and Termination:

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

1. from dues available in the form of Bills payable to defaulted supplier against the

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

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

I. Warrantee and Corresponding Repair / Replacement of Goods

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

If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation. Corresponding quantity shall be treated as unsupplied against respective purchase order till replacement is received at BHEL. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including repair / replenish rejected goods, at the cost of the seller as per contractual obligations.

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.

10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---