

Bid Document

Bid Details	
Bid End Date/Time	16-11-2022 14:00:00
Bid Opening Date/Time	16-11-2022 14:30:00
Bid Offer Validity (From End Date)	90 (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	10380038-heavy Plates & Vessels Plant
Total Quantity	15390
Item Category	156472740000 CS PUNCHED WASHERS M14, IS 2016 as per TDC AA7161001 R04 and QP NO BHEL-FASTENERS-001 Rev No 02 DATE 16.12.2021 , 190252110000 HEX BOLT plus NUT M16 50LG IS 1367 CL8.8 8 as per TDC IS1367-Part-3-2002 and QP NO BHEL-FASTENERS-001 Rev No 02 DATE 16.12.2021 , 412221605500 HEX HD SCRU-M16X55-4.6-IS1363P2 as per TDC IS1363-Part-2-2002 and QP NO BHEL-FASTENERS-001 Rev No 02 DATE 16.12.2021 , 413040001600 NUT -M16 -CL4-IS1363P3 as per TDC IS1363-Part-3-2002 and QP NO BHEL-FASTENERS-001 Rev No 02 DATE 16.12.2021 , 414090001600 TAPER WASHER IS 5372 for Bolt M16 as per SPC BPS41409-TAPER WASHER REV.02 and QP NO BHEL-FASTENERS-001 Rev No 02 DATE 16.12.2021 , 412241105000 SCREW PLUG-G-0.5 Inch -CL5.6 156252230000 PLUG HXHD SS 0.5 Inch NPT END SA182F321 DHYB as per TDC HY7242584 Rev.00 , 412330401900 TAPSCREW-ST4.2X19C as per Drg 4-28-700-00627 01 and QP NO BHEL-001 DATE 10.08.2022
BOQ Title	H192200039 SUPPLY OF FASTENER ITEMS
Years of Past Experience Required for same/similar service	2 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Past Performance,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoC 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
Past Performance	30 %

Bid Details	
Bid to RA enabled	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Primary product category	412330401900 TAPSCREW-ST4.2X19C as per Drg 4-28-700-00627 01 and QP NO BHEL-001 DATE 10.08.2022
Time allowed for Technical Clarifications during technical evaluation	2 Days
Payment Timelines	Payments shall be made to the Seller within 90 days of issue 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	Group wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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(a). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

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 will be given.

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 for 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.

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.

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 will be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

6. 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 with 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 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 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.

Evaluation Method (Group 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	Consignee/Reporting Officer	Consignee Address
	156472740000 Cs Punched Washers M14, Is 2016 As Per Tdc Aa7161001 R04 And Qp No Bhel-fasteners-001 Rev No 02 Date 16.12.2021	Indana Maria Joji Prasad	Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India. 530012

GROU P-A PACK AGE	190252110000 Hex Bolt Plus Nut M12 X 50lg Is 1367 Cl8.8 8 As Per Tdc Is1367-part-3-2002 And Qp No Bhel-fasteners-001 Rev No 02 Date 16.12.2021	Indana Maria Joji Prasad	Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India. 530012
	412221605500 Hex Hd Scru-m16x55-4.6-is1363p2 As Per Tdc Is1363-part-2-2002 And Qp No Bhel-fasteners-001 Rev No 02 Date 16.12.2021	Indana Maria Joji Prasad	Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India. 530012
	413040001600 Nut -m16 -cl4-is1363p3 As Per Tdc Is1363-part-3-2002 And Qp No Bhel-fasteners-001 Rev No 02 Date 16.12.2021	Indana Maria Joji Prasad	Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India. 530012
	414090001600 Taper Washer 18 Is 5372 For Bolt M16 As Per Spc Bps41409-taper Washer Rev.02 And Qp No Bhel-fasteners-001 Rev No 02 Date 16.12.2021	Indana Maria Joji Prasad	Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India. 530012
GROU P-B PACK AGE	412241105000 Screw Plug-g-0.5 Inch -cl5.6	Indana Maria Joji Prasad	Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India. 530012
	156252230000 Plug Hxhd Ss 0.5 Inch Npt End Sa182f321-dhyb As Per Tdc Hy7242584 Rev.00	Indana Maria Joji Prasad	Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India. 530012
GROU P-C PACK AGE	412330401900 Tapscrew-st4.2x19c As Per Drg 4-28-700-00627 01 And Qp No Bhel-001 Date 10.08.2022	Indana Maria Joji Prasad	Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India. 530012

156472740000 CS PUNCHED WASHERS M14, IS 2016 As Per TDC AA7161001 R04 And QP BHEL-FASTENERS-001 Rev No 02 DATE 16.12.2021

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

Brand Type	Unbranded
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Technical Specifications

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 and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Indana Maria Joji Prasad	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	190	84

190252110000 HEX BOLT Plus NUT M12 X 50LG IS 1367 CL8.8 8 As Per TDC IS1367-Part-3-2002 And QP NO BHEL-FASTENERS-001 Rev No 02 DATE 16.12.2021

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

Brand Type	Unbranded
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Technical Specifications

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 and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Indana Maria Joji Prasad	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	190	84

412221605500 HEX HD SCRU-M16X55-4.6-IS1363P2 As Per TDC IS1363-Part-2-2002 And QP NO BHEL-FASTENERS-001 Rev No 02 DATE 16.12.2021

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

Brand Type	Unbranded
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Technical Specifications

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 and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Indana Maria Joji Prasad	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	222	84

413040001600 NUT -M16 -CL4-IS1363P3 As Per TDC IS1363-Part-3-2002 And QP NO BHEL FASTENERS-001 Rev No 02 DATE 16.12.2021

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

Brand Type	Unbranded
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Technical Specifications

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 and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
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S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Indana Maria Joji Prasad	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	1432	84

414090001600 TAPER WASHER 18 IS 5372 For Bolt M16 As Per SPC BPS41409-TAPER WASHER REV.02 And QP NO BHEL-FASTENERS-001 Rev No 02 DATE 16.12.2021

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

Brand Type	Unbranded
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Technical Specifications

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 and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Indana Maria Joji Prasad	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	304	84

412241105000 SCREW PLUG-G-0.5 Inch -CL5.6

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

Brand Type	Unbranded
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Technical Specifications

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 and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Indana Maria Joji Prasad	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	50	84

156252230000 PLUG HXHD SS 0.5 Inch NPT END SA182F321-DHYB As Per TDC HY724258 Rev.00

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

Brand Type	Unbranded
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Technical Specifications

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 and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Indana Maria Joji Prasad	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	2	84

412330401900 TAPSCREW-ST4.2X19C As Per Drg 4-28-700-00627 01 And QP NO BHEL-00

DATE 10.08.2022

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

Brand Type	Unbranded
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Technical Specifications

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 and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Indana Maria Joji Prasad	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	13000	84

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

2. Generic

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.

3. 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.

4. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility

this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

5. **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.

6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

INSTRUCTIONS TO BIDDERS and SPECIAL TERMS & CONDITIONS (FASTENER ITEMS - H192200039)

- 1) Bidder shall submit Categorical Confirmation of this ITB as a token of acceptance of the PQC, Sp Terms and Conditions, Technical Specifications and Quality Plan clauses mentioned. Vendor shall conform to all the additional clauses mentioned in GeM Bid Document. The offers of those Vendors who do not comply with all the Clauses in total are likely to be rejected. Documents submitted with the offer shall be signed and stamped on each page by authorized representative of the vendor.
- 2) Bidder shall follow GeM general terms and conditions and submit the same at (<https://gem.gov.in/page/detail/34>).
- 3) All the terms and conditions mentioned in Special Terms and Conditions, Technical Specifications and Quality Plan (QP) shall supersede any other similar terms quoted elsewhere.
- 4) **QUOTED PRICE:** - Bidder shall quote the Price inclusive of Testing, Freight, Packing & Forward Transit Insurance, GeM transaction charges, any other taxes and GST etc. No extra payment will be required over & above quoted price.
- 5) Contact Details: - For any Technical queries: Mr. P K Sahoo (0891 - 2881157), Mr. S K Manikyam (0891 - 2881192), Mr. S Vijay (0831 - 2881113) For any commercial / GeM queries: Mr. N Satish Kumar (0891 - 288 1319).

6) **SPECIAL TERMS AND CONDITIONS**

A) TDC & QP: - Vendor should supply the Materials as per TDCs in line with Quality Plan mentioned in the UN-PRICED BID.

B) INSPECTION: - By BHEL / BHEL Authorized TPIA & TPIA charges are in BHEL Scope.

Supplier needs to register at BHEL online portal i.e. www.cqir.bhel.in for offering Inspection call on its readiness of items according to contract. On readiness of ordered material, supplier shall raise inspection call request with a minimum period of 07 working days to authorized representative of the purchaser for inspection / witnessing the testing as envisaged in P.O. Inspection Charges shall be borne by BHEL.

After completion of inspection at their works, suppliers need to send the co-scan copies of COIR, MTCs, Inspection reports and other Test Reports applicable per material specification, TDCs & QP to BHEL-HPVP for obtaining material dispatch clearance.

BHEL representative from HPVP Unit or Corporate Quality shall be entitled to carry out inspection of material and workmanship at supplier's premises or at his sub-contractor's premises.

premises at all reasonable times during execution of the contract and before dispatch; Such inspection, examination and testing, if made, shall not absolve the vendor from his obligations under the contract.

C) MAKE / MANUFACTURER:

- Ø OFFERS from APPROVED MANUFACTURERS as per Annexure-D ACCEPTABLE.
- Ø OFFERS from OTHER MANUFACTURERS who have Enlisted / Registered with IOCL for similar items are also Acceptable subject to BHEL's Customer Approval.
- Ø OFFERS from OTHER MANUFACTURERS who have supplied similar items to (or) IOCL Projects will be considered on submission of PO, IRN, Invoice that PO / Project Completion Letter subject to BHEL's Customer Approval.

D) GUARANTEE CERTIFICATE: Vendor should guarantee the material against all design manufacturing defects and for performance for a period of 18 months from the date of dispatch or 12 months from the date of commissioning whichever is earlier. If any defect noticed during the above period, the same shall be rectified / replaced free of cost on BHEL within a reasonable time.

E) PRE-QUALIFICATION CRITERIA: Pre-Qualification Criteria(PQC) / Eligibility criteria PQC / Eligibility criteria for vendor to participate against this Bid mentioned in the Technical bid, offers without proper supporting documents in line with requirement shall not be considered for scrutiny.

- Ø Experience & Past performance in executing similar type of material in last 3 years (PO copies & Inspection release note preferably from PSU reckoned supporting documents).
- Ø Financial Standing thru latest I.T.C.C. and Annual Report (Balance sheet, Profit & Loss account) of last 3 fiscal years.
- Ø PAN, TIN, GST Details.

The above stated Pre-Qualification Criteria is not applicable to those vendors who were already registered under PMD of BHEL-HPVP.

- F)** Other clauses like Tender Evaluation, LD, Firm Price etc., shall be as per GeM General terms and conditions.
- G)** BHEL reserves the right to cancel the Enquiry / Tender at any stage without assigning reasons thereof. Also BHEL reserves the right to reject or accept one or any offer without assigning any reason.
- H) FRAUD PREVENTION POLICY:** The Bidder along with its associate/ collaborators/ 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.
- I) LINKING UP OF OLD ISSUES:** In case if you have any outstanding problem with earlier supplies, you should not link up against this enquiry or PO at later stages.
- J)** Bidder's quoted rates/ price for supply part of the contract shall remain firm throughout the contract including extension, if any, for any reason whatsoever and no escalation is admitted for this contract.

K) GUIDELINES FOR SUSPENSION OF BUSINESS DEALING WITH SUPPLIERS:

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

1.0) Integrity commitment, performance of the contract and punitive action thereof:

1.1) Commitment by BHEL: BHEL commits to take all measures necessary to pre

corruption in connection with the tender process and execution of the contract. BHEL during the tender process treat all Bidder(s) in a transparent and fair manner, and equity.

1.2) Commitment by Bidder/ Supplier/ Contractor:

- Ø The bidder/ supplier/ contractor commit to take all measures to prevent corruption will not directly or indirectly influence any decision or benefit which he is not leg entitled to nor will act or omit in any manner which tantamount to an offence punish under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- Ø The bidder/ supplier/ contractor will, when presenting his bid, disclose any payments he has made, and is committed to or intends to make to agents, broke any other intermediaries in connection with the award of the contract and shall ad to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- Ø The bidder/ supplier/ contractor will perform/ execute the contract as per the con terms & conditions and will not default without any reasonable cause, which causes of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ av execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or other misconduct or formation of cartel so as to influence the bidding process or influence price or acts or omits in any manner which tantamount to an offence punishable under provision of the Indian Penal Code, 1860 or any other law in force in India, then, action ma taken against such bidder/ supplier/ contractor as per extant guidelines of the comp available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions.

L) NEW PROVISION (SECTION 194Q) REGARDING DEDUCTION OF TAX AT SOURC 0.1% ON PURCHASE OF GOODS FROM RESIDENT:

- Ø New Section 194Q is inserted for deduction of TDS by a person (whose turnover exc Rs. 10 crores) who is paying any sum to any resident for purchase of any goods of value exceeding Rs. 50 lakhs in any previous year. This provision shall not be applic where tax is deductible under any other provision of I.T Act or where tax is collec under the provisions of section 206C other than a transaction to which sub-section of section 206C applies. The tax shall be deducted at the rate of 0.1%, which sha increased to 5% if the seller does not provide his PAN. (w.e.f. 1st day of July 2021)

M) NON-FILER OF INCOME TAX RETURN SHALL BE SUBJECT TO TDS/TCS AT HIGH RATES (SECTION 206AB AND SECTION 206CCA):

- Ø The Finance Act 2021 inserts these sections to provide for deduction and collection of and TCS at the higher rates in case of non-filers of the income tax return for prece two years (provided total TDS deducted / TCS collected exceeds Rs. 50,000 in eac the two preceding years). The rate of TDS/TCS shall be at the double of the specified or 5%, whichever is higher. These provisions shall not be applicable where the ta required to be deducted under sections 192, 192A, 194B, 194BB, 194LBC or 194N o Act. (w.e.f. 1st day of July 2021)

N) FORCE MAJEURE:

The supplier shall not be considered in default if delay occurs due to causes beyond control such as Acts of God, Natural Calamities, Fire, Frost, Flood, Civil War, Civil Commot Riot, Government Restrictions, strikes / lock outs. Only those causes that have duratio more than seven days shall be considered cause of force majeure. Notification to this e duly certified by local chamber of commerce / statutory authorities with suppo documents shall be given by the supplier to BHEL by registered letter/courier sei immediately without loss of time. In the event of delay due to such causes the deli schedule shall be extended for a length of time equal to the period of Force Majeure or al option of BHEL the order may be cancelled. Such cancellation would be without any lial whatsoever on the part of BHEL. In the event of such cancellation the supplier shall refund amount advanced or paid to the supplier by BHEL and deliver back any material issued to by BHEL and release facilities, if any, provided by BHEL.

O) ARBITRATION & CONCILIATION:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1995 (India) or statutory modifications or re-enactments thereof and the rules thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be (the place from which the contract is issued) The place of arbitration shall be borne as per the award of the Arbitrator, Subject to the arbitral terms of Clause above, the Courts at (PI incorporate the name of the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions for the subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

P) JURISDICTION:

Notwithstanding any other court or courts having jurisdiction to decide the question(s) for the subject matter of the reference if the same had been the subject matter of a suit, any all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil/territorial jurisdiction in the place at Visakhapatnam and only the said Courts(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

Q) RISK PURCHASE:

The delivery period stated shall be reasonable/realistic and shall strictly be adhered to. If material is not supplied within the agreed delivery period, in order to avoid loss or damage BHEL reserves the right to cancel the order and purchase the material (either wholly undelivered portion) from alternate source(s) at the Risk and Cost (with extra 5 % overhead of the Supplier. In such an event, it shall be obligatory on the part of Supplier to make good any loss suffered by the BHEL. In such cases, BHEL shall withhold bills, bank guarantees, etc. of the Supplier, which are pending either at HPVP BHEL or any other Unit of BHEL.

R) REJECTION & REPLACEMENT:

If any material is rejected, supplier to make free of cost (on freight paid basis) replacement within a specified period. Rejected materials can be lifted by the supplier thereafter. BHEL Shall take alternate procurement action from elsewhere and recover the difference cost, if any incurred by BHEL in this regard from the supplier. The supplier shall not be entitled to any gain on repurchase. (OR) BHEL can terminate the contract either in part or wholly which at BHEL discretion and recover loss if any from the supplier.

S) GUARANTEE CERTIFICATE:

Vendor should guarantee that all materials shall be free from any defect due to facility design, material and workmanship. Supplier shall guarantee the performance of material/equipment/total system, for a period of 18 months from the date of last dispatch.

12 months from the date of commissioning, whichever is earlier. If any defect is not during the above period, the same shall be rectified / replaced free of cost on FOR BHEL-H Visakhapatnam / Destination basis within a reasonable time.

T) PAYMENT TERM:

100% payment shall be made within the stipulated days as mentioned below from the date of receipt and acceptance of materials at BHEL.

TYPE OF BIDDER	Payment Terms (Number of Days)
Micro & Small Enterprises (MSEs)	45 Days
Medium Enterprises	60 Days
Non MSMEs	90 Days

However, GST Portion of Invoice shall be released only upon:

- 1) Vendor declaring the Invoice in their GSTR-1.
- 2) Receipt of Goods and Tax Invoice by BHEL.
- 3) Confirmation of Payment of GST thereon by vendor on GSTN Portal.

ANNEXURE-D

LIST OF APPROVED MANUFACTURERS

Sl. No.	Vendor Name
1	AEP COMPANY
2	FASTENERS & ALLIED PRODUCTS PVT. LTD.
3	FIX FIT FASTENERS MFG. PVT. LTD.
4	HARDWIN FASTENERS PVT. LTD.
5	HEM INDUSTRIES
6	INDUSTRIAL ENGINEERING CORP.
7	KUNDAN INDUSTRIES LTD.
8	LAKSHMI PRECISION SCREWS LTD.
9	MEGA ENGINEERING PVT. LTD.
10	MULTI FASTENERS PVT. LTD.
11	NITIN FASTENERS PVT. LTD.
12	PANKAJ INTERNATIONAL

13	PIONEER NUTS & BOLTS PVT. LTD.
14	PRECISION AUTO ENGINEERS
15	PRECISION ENGG. INDUSTRIES
16	PRESIDENT ENGINEERING WORKS
17	PROCYON TECHNOLOGY
18	SAVETA ENGINEERING CO. PVT. LTD.
19	SOUVENIR INTERNATIONAL
20	SYNDICATE ENGINEERING INDUSTRIES
21	UDEHRA FASTNERS LTD.
22	UDEHRA MECHANICAL WORKS

LIST OF ITEMS & GROUP PACKAGE EVALUATION (Bidder has to quote for all the items in a Particular Group, if not, offer will not be considered).

GROUP-A PACKAGE						
SL.NO.	PR / Item	MATL. CODE	MATL. DESCRIPTION	QTY.	UNIT	INSP. PE
1	100008725/10 (7843-48700)	15647274000 0	CS PUNCHED WASHERS M14, IS 2016 as per TDC AA7161001 R04 and QP NO: BHEL-FASTENERS-001 Rev No:02 DATE: 16.12.2021	190	NO	BHEL BHE TPI
2	100008725/20 (7843-48700)	19025211000 0	HEX BOLT+NUT M12 X 50LG IS 1367 CL8.8/8 as per TDC IS1367-Part-3-2002 and QP NO: BHEL-FASTENERS-001 Rev No:02 DATE: 16.12.2021	190	SET	BHEL BHE TPI
3	100008725/30 (7843-48700)	41222160550 0	HEX HD SCRU-M16X55-4.6-IS1363P2 as per TDC IS1363-Part-2-2002 and QP NO: BHEL-FASTENERS-001 Rev No:02 DATE: 16.12.2021	222	NO	BHEL BHE TPI
4	100008725/40 (7843-48700)	41304000160 0	NUT -M16 -CL4-IS1363P3 as per TDC IS1363-Part-3-2002 and QP NO: BHEL-FASTENERS-001 Rev No:02 DATE: 16.12.2021	1,432	NO	BHEL BHE TPI
5	100008725/60 (7843-48700)	41409000160 0	TAPER WASHER 18 IS:5372 for Bolt M16 as per SPC BPS41409-TAPER WASHER REV.02 and QP NO: BHEL-FASTENERS-001 Rev No:02 DATE: 16.12.2021	304	NO	BHEL BHE TPI
GROUP-A PACKAGE TOTAL QTY.				2,338		

GROUP-B PACKAGE

6	100008883/10 (7906-47163)	41224110500 0	SCREW PLUG-G-1/2" -CL5.6	50	NO	BHEL BHEL TPI
7	100008890/10 (7931-01000)	15625223000 0	PLUG HXHD SS 1/2"NPT END SA182F321-DHYB as per TDC: HY7242584 Rev.00	2	NO	BHEL BHEL TPI
			GROUP-A PACKAGE TOTAL QTY.	52		
<u>GROUP-C PACKAGE</u>						
8	100008788/10 (2443-32310)	41233040190 0	TAPSCREW-ST4.2X19C as per DRG. 4-28-700-00627/01 and QP NO: BHEL-001 DATE: 10.08.2022	13000	NO	BHEL BHEL TPI

7. Generic

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU Public Listed Company for 2 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

8. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoice have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

9. Financial Criteria

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

10. Scope of Supply

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

11. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

12. 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 Seller's obligations there under.

13. 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.

14. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority, Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, 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 using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller with 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 share 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 with 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---