

Bid Document

Bid Details	
Bid End Date/Time	16-01-2023 11:00:00
Bid Opening Date/Time	16-01-2023 11:30:00
Bid Offer Validity (From End Date)	75 (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	10170006-ivp Goindwal
Total Quantity	3450
Item Category	YOKE BUSH-6-C300-GV - S G IRON - Material code 932042790000 - Drawing no 2VNC3603307 Rev 00 , YOKE BUSH-8-C300-GV - S G IRON - Material code 932042800000 - Drawing no 2VND2603307 Rev 00 , YOKE BUSH-10-C300-GV - S G IRON - Material code 932042810000 - Drawing no 3VND2706878 Rev 00 , YOKE BUSH-N209 - A536 GR 65-45-12 - Material code 932055790000 - Drawing no 2VN20912401 Rev 00 , YOKE BUSH- N208 - A536 GR 65-45-12 - Material code 932055800000 - Drawing no 2VN20812401 Rev 00 , YOKE BUSH-N203 - A536 GR 65-45-12 - Material code 932055820000 - Drawing no 2VN20312401 Rev 00 , YOKE BUSH-2930 - A536 GR 65-45-12 - Material code 932055920000 - Drawing no 2V293002955 Rev 00 , YOKE BUSH-2887 - A536 GR 65-45-12 - Material code 932055930000 - Drawing no 2V288702955 Rev 00 , YOKE BUSH-P481 - A536 GR 65-45-12 - Material code 932055940000 - Drawing no 2VP48102955 Rev 00 , MACHINED YOKE BUSH-NC06 - S G IRON - Material code 931107850000P - Drawing no 3VNC0623992 Rev 00 , ELEMENT GEAR - A48 CL 40B - Material code 920058090000 - Drawing no 32020100346 Rev 06
BOQ Title	Supply of Yoke Bushes and Element Gear Castings
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Bid to RA enabled	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid	Two Packet Bid
Primary product category	ELEMENT GEAR - A48 CL 40B - Material code 920058090000 - Drawing no 32020100346 Rev 06
Time allowed for Technical Clarifications during technical evaluation	2 Days

Bid Details	
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	Item wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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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. 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 25%(selected by Buyer) percentage of total QUANTITY.
3. 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.

4. 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

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	Yoke Bush-6-c300-gv - S G Iron - Material Code 932042790000 - Drawing No 2vnc3603307 Rev 00	100
Schedule 2	Yoke Bush-8-c300-gv - S G Iron - Material Code 932042800000 - Drawing No 2vnd2603307 Rev 00	50
Schedule 3	Yoke Bush-10-c300-gv - S G Iron - Material Code 932042810000 - Drawing No 3vnd2706878 Rev 00	50
Schedule 4	Yoke Bush-n209 - A536 Gr 65-45-12 - Material Code 932055790000 - Drawing No 2vn20912401 Rev 00	500
Schedule 5	Yoke Bush- N208 - A536 Gr 65-45-12 - Material Code 932055800000 - Drawing No 2vn20812401 Rev 00	200
Schedule 6	Yoke Bush-n203 - A536 Gr 65-45-12 - Material Code 932055820000 - Drawing No 2vn20312401 Rev 00	300
Schedule 7	Yoke Bush-2930 - A536 Gr 65-45-12 - Material Code 932055920000 - Drawing No 2v293002955 Rev 00	50
Schedule 8	Yoke Bush-2887 - A536 Gr 65-45-12 - Material Code 932055930000 - Drawing No 2v288702955 Rev 00	100
Schedule 9	Yoke Bush-p481 - A536 Gr 65-45-12 - Material Code 932055940000 - Drawing No 2vp48102955 Rev 00	500
Schedule 10	Machined Yoke Bush-nc06 - S G Iron - Material Code 931107850000p - Drawing No 3vnc0623992 Rev 00	600
Schedule 11	Element Gear - A48 Cl 40b - Material Code 920058090000 - Drawing No 32020100346 Rev 06	1000

YOKE BUSH-6-C300-GV - S G IRON - Material Code 932042790000 - Drawing No 2VNC3603307 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	Sahil Malhotra	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	100	120

YOKE BUSH-8-C300-GV - S G IRON - Material Code 932042800000 - Drawing No 2VND2603307 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	Sahil Malhotra	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	50	120

YOKE BUSH-10-C300-GV - S G IRON - Material Code 932042810000 - Drawing No 3VND2706878 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
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sahil Malhotra	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	50	120

YOKE BUSH-N209 - A536 GR 65-45-12 - Material Code 932055790000 - Drawing No 2VN20912401 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	Sahil Malhotra	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	500	120

YOKE BUSH- N208 - A536 GR 65-45-12 - Material Code 932055800000 - Drawing No 2VN20812401 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	Sahil Malhotra	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	200	120

YOKE BUSH-N203 - A536 GR 65-45-12 - Material Code 932055820000 - Drawing No 2VN20312401 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	Sahil Malhotra	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	300	120

YOKE BUSH-2930 - A536 GR 65-45-12 - Material Code 932055920000 - Drawing No 2V293002955 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	Sahil Malhotra	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	50	120

YOKE BUSH-2887 - A536 GR 65-45-12 - Material Code 932055930000 - Drawing No 2V288702955 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	Sahil Malhotra	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	100	120

YOKE BUSH-P481 - A536 GR 65-45-12 - Material Code 932055940000 - Drawing No 2VP48102955 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	Sahil Malhotra	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	500	120

MACHINED YOKE BUSH-NC06 - S G IRON - Material Code 931107850000P - Drawing No 3VNC0623992 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	Sahil Malhotra	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	600	120

ELEMENT GEAR - A48 CL 40B - Material Code 920058090000 - Drawing No 32020100346 Rev 06

(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	Sahil Malhotra	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	1000	120

Buyer Added Bid Specific Terms and Conditions

1. Scope of Supply

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

2. Generic

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

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

A. Special Notes:

1. Unit rates to be quoted inclusive of all taxes and on FOR BHEL Goindwal basis.

B. Pre-qualification requirement:

1. Manufacturer: Bidder should be engaged in manufacturing & supply of castings; Supplier to upload undertaking/ISO certificate/documentary evidence for being

manufacturer of castings.

Non- acceptance of this clause will lead to disqualification of bids. Bids received from traders, dealers, distributors and resellers will be rejected.

2. **Experience criteria:-** Bidder should have manufactured and successfully casting against any customer purchase order/s with minimum cumulative order value of Rs.5,00,000 (Five Lakhs Only). For MSEs, the required cumulative value of PO value shall be Rs.2,50,000 (Two Lakh fifty thousand only). All mentioned values are net of taxes.

Relevant purchase orders and their respective invoices shall be enclosed as a proof.

Date of Purchase Order/s date & corresponding invoices: should be 01.01.2020 onwards afterwards and upto the date of actual bid opening.

Start-ups shall be exempted from the above criteria of Purchase order/s submission 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.

- C. **Scope of supply:** Tender items are required to be supplied as per details given below:

Sl. no.	Material Code	Description	Drawing no.	Qty
1.	93204279 0000	YOKE BUSH-6-C300-GV - S G IRON	2VNC3603307/ 00	100
2.	93204280 0000	YOKE BUSH-8-C300-GV - S G IRON	2VND2603307/ 00	50
3.	93204281 0000	YOKE BUSH-10-C300-GV - S G IRON	3VND2706878/ 00	50
4.	93205579 0000	YOKE BUSH-N209 - A536 GR 65- 45-12	2VN20912401/0 0	500
5.	93205580 0000	YOKE BUSH- N208 - A536 GR 65-45-12	2VN20812401/0 0	200

6.	93205582 0000	YOKE BUSH-N203 - A536 GR 65-45-12	2VN20312401/0 0	300
7.	93205592 0000	YOKE BUSH-2930 - A536 GR 65-45-12	2V293002955/0 0	50
8.	93205593 0000	YOKE BUSH-2887 - A536 GR 65-45-12	2V288702955/0 0	100
9.	93205594 0000	YOKE BUSH-P481 - A536 GR 65-45-12	2VP48102955/0 0	500
10.	93110785 0000P	MACHINED YOKE BUSH-NC06 - S G IRON	3VNC0623992/ 00	600
11.	92005809 0000	ELEMENT GEAR - A48 CL 40B	32020100346/0 6	1000

Percentage of minimum local content to qualify is 20% (HSN code - 7325) - ref*

* For iron and steel products in Appendix A (as per Ministry of steel notification no. F No.3(2)/2018-IDD dated 29.05.2019), the procurement process shall be open only to the manufacturers / suppliers having the capability of meeting / exceeding the domestic value addition targets. Manufacturers / suppliers not meeting the domestic value addition targets are not eligible to participate in the bidding.

* Minimum local content for mentioned items has been defined as per Ministry of steel notification no. S-13026/1/2020- IDD dated 31.12.2020.

D. Inspection requirement: Inspection shall be done as per enclosed BHEL standard quality plan.

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Sl. no.	Material Code	Description	SQP no.	Qty
1.	9320427900 00	YOKE BUSH-6-C300-GV - S G IRON	BHE:IVP:SGI:YB:01 Rev. 01 dated 25.06.2022	100
2.	9320428000 00	YOKE BUSH-8-C300-GV - S G IRON	BHE:IVP:SGI:YB:01 Rev. 01 dated 25.06.2022	50

3.	9320428100 00	YOKE BUSH-10- C300-GV - S G IRON	BHE:IVP:SGI:YB:01 Rev. 01 dated 25.06.2022	50
4.	9320557900 00	YOKE BUSH-N209 - A536 GR 65-45-12	BHE:IVP:SGI:YB:01 Rev. 01 dated 25.06.2022	500
5.	9320558000 00	YOKE BUSH- N208 - A536 GR 65-45-12	BHE:IVP:SGI:YB:01 Rev. 01 dated 25.06.2022	200
6.	9320558200 00	YOKE BUSH-N203 - A536 GR 65-45-12	BHE:IVP:SGI:YB:01 Rev. 01 dated 25.06.2022	300
7.	9320559200 00	YOKE BUSH-2930 - A536 GR 65-45-12	BHE:IVP:SGI:YB:01 Rev. 01 dated 25.06.2022	50
8.	9320559300 00	YOKE BUSH-2887 - A536 GR 65-45-12	BHE:IVP:SGI:YB:01 Rev. 01 dated 25.06.2022	100
9.	9320559400 00	YOKE BUSH-P481 - A536 GR 65-45-12	BHE:IVP:SGI:YB:01 Rev. 01 dated 25.06.2022	500
10.	9311078500 00P	MACHINED YOKE BUSH-NC06 - S G IRON	BHE:IVP:SGI:YB:01 Rev. 01 dated 25.06.2022	600
11.	9200580900 00	ELEMENT GEAR - A48 CL 40B	BHE:IVP:GCI:WB:03 dated 17.03.2022	1000

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E. Others:

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

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F. Payment Terms: In tender enquiry payment shall be released as per table give below:

Type of bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	45

Medium Enterprises	60
Non MSME	90

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 bill (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)

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G. Risk Purchase

BHEL at its option will be entitled for withdrawal of portion of balance supply on termination of the contract and to purchase elsewhere at the risk and cost of the supplier either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as per contract delivery terms. The supplier shall be liable for losses, which BHEL may sustain by way of such risk purchases.

The value shall be calculated as follows:

Risk & Cost Amount= **$[(A-B) + (A \times H/100)]$**

Where,

A= Value of Balance scope of Supply (*) as per rates of new contract

B= Value of Balance scope of Supply (*) as per rates of old contract being paid to the supplier at the time of termination of contract i.e. inclusive of PVC, if any.

H = Overhead Factor shall be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

* Balance Scope of Supply: Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding

process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. 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](#)

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 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---