



Bid Number/बोली क्रमांक (बिड संख्या) GEM/2024/B/5640602 Dated/दिनांक : 26-11-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिंड बंद होने की तारीख/समय	07-12-2024 15:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	07-12-2024 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	2580	
Item Category/मद केटेगरी	BEARING CAP-40020001 - Material code 842020112600 - LM 9 WP - Drawing no 42020100200 Rev 04 , BEARING FRAME-20005900 - Material code 842020113400 - LM 9 WP - Drawing no 22020100059 Rev 07 , GEAR BOX COVER-20006000 - Material code 842020113300 - LM 6 - Drawing no 22020100060 Rev 04 , GEAR HOUSING-00004800 - Material code 842020113200 - LM 9 WP - Drawing no 02020100048 Rev 08 , LIMIT SWITCH MOUNT-20035700 - Material code 842020139700 - LM 9 WP - Drawing no 22020100357 Rev 07 , RACK GEAR HOUSING-00000400 - Material code 842020111100 - LM 9 WP - Drawing no 02020100004 Rev 18 , SWITCH MOUNT CONNECTOR-20006100 - Material code 842020111200 - LM 9 WP - Drawing no 22020100061 Rev 03	
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Aluminium Casting	
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	ALUMINIUM LUMPS, XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Aluminium nitrate, WALL WASHER LED HOUSING, Aluminium Oxide, Garden Bench, FULLY MACHINED FERROUS CASTING(BHEL), Steel container Corner Casting Blocks, Investing Casting of Holder (Defence), Squeegee Washer Wiper Mopper (V2)	
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification		
BOQ Title/बीओक्यू शीर्षक	Procurement of Machined Aluminium Castings	

Bid Details/बिड विवरण			
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	Experience Criteria, Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No		
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	Yes		
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders		
Type of Bid/बिंड का प्रकार	Two Packet Bid		
Primary product category	RACK GEAR HOUSING-00000400 - Material code 842020111100 - 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 preregistered 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/		
Arbitration Clause	No		
Mediation Clause	No		
EMD Detail/ईएमडी विवरण			
Required/आवश्यकता	No		
ePBG Detail/ईपीबीजी विवरण			
Required/आवश्यकता	No		

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

- 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 will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE 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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
- 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 first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will

be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

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

Compliance of tender terms - <u>1732613742.xlsx</u>

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	
Schedule 1	Bearing Cap-40020001 - Material Code 842020112600 - Lm 9 Wp - Drawing No 42020100200 Rev 04	
Schedule 2	Bearing Frame-20005900 - Material Code 842020113400 - Lm 9 Wp - Drawing No 22020100059 Rev 07	
Schedule 3 Gear Box Cover-20006000 - Material Code 842020113300 - Lm 6 - Drawing No 22020100060 Rev 04		270
Schedule 4	Gear Housing-o0004800 - Material Code 842020113200 - Lm 9 Wp - Drawing No O2020100048 Rev 08	
Schedule 5	le 5 Limit Switch Mount-20035700 - Material Code 842020139700 - Lm 9 Wp - Drawing No 22020100357 Rev 07	
Schedule 6 Rack Gear Housing-00000400 - Material Code 842020111100 - Lm 9 Wp - Drawing No O2020100004 Rev 18		580
Schedule 7	Switch Mount Connector-20006100 - Material Code 842020111200 - Lm 9 Wp - Drawing No 22020100061 Rev 03	450

BEARING CAP-40020001 - Material Code 842020112600 - 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)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	<u>View File</u>

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	460	120

BEARING FRAME-20005900 - Material Code 842020113400 - 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	270	120

GEAR BOX COVER-20006000 - Material Code 842020113300 - 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)

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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	270	120

GEAR HOUSING-00004800 - Material Code 842020113200 - LM 9 WP - Drawing No 02020100048 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

9	Specification Document	<u>View File</u>
	BOQ Detail Document	<u>View File</u>

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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	370	120

LIMIT SWITCH MOUNT-20035700 - Material Code 842020139700 - 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)

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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	180	120

RACK GEAR HOUSING-00000400 - Material Code 842020111100 - LM 9 WP - Drawing No 02020100004 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)

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BOQ Detail Document	<u>View File</u>

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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	580	120

SWITCH MOUNT CONNECTOR-20006100 - Material Code 842020111200 - 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
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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	450	120

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:

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 BH EL Goindwal basis.

B. Scope of supply:

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

SI N o.	Material Code	Description	Quanti ty, no s.	Machining Drawing No.	Casting Drawin g No.
1	84202011 2600	BEARING CAP-4 0020001	460	4-20-201-00200/04	4-20-201-00736/ 02

2	84202011 3400	BEARING FRAME -20005900	270	2-20-201-00059/07	2-20-201-00117/ 02
3	84202011 3300	GEAR BOX COVE R-20006000	270	2-20-201-00060/04	2-20-201-00124/ 01
4	84202011 3200	GEAR HOUSING- 00004800	370	0-20-201-00048/08	0-20-201-00020/ 04
5	84202013 9700	LIMI SWITCH MO UNT-20035700	180	2-20-201-00357/07	2-20-201-00142/ 06
6	84202011 1100	RACK GEAR HO USING-0000040 0	580	0-20-201-00004/18	0-20-201-00021/ 05
7	84202011 1200	SWITCH MOUNT CONN-20006100	450	2-20-201-00061/03	2-20-201-00116/ 02

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 Confirmat ion /Com ments
1.	Manufacturer of Aluminium Castings: Bidder must confirm that they have suitable in-house manufacturing facilities for en quiry items. Bidder to furnish details of facilities for melting, ca sting and machining available in-house.	
	In case machining is being outsourced, bidder to provide detail s of outsourcing vendor with their facilities for machining the e nquiry items.	

- 2. **Experience Criteria:** Bidder should have experience of manuf acturing & supply of machined Aluminium castings as per follo wing details:
 - If bidder is quoting for any one item of enquiry sr. no. 4, 5 & 6, 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 01.11.2021 onwards and till the actual date of Part I bid opening).
 - If bidder is quoting for any of balance enquiry items, then bidd er should have experience of manufacturing & supply minimum weight 1.0 Kg (Single Component) in last 3 years (PO & invoice / CRAC* date should be 01.11.2021 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 w eight of supplies must be clearly evident in submitted d ocuments (PO / Invoice / CRAC* / MTC* / drawing / under taking etc).

3. **Purchase order (PO) and Invoices** / **CRACs***: Bidder should have successfully supplied Aluminium Castings against any cus tomer purchase order(s) with minimum cumulative order value of Rs. 14,00,000 (Rupees Fourteen Lakh Only). For MSEs, the re quired cumulative value of POs and invoices shall be Rs.7,00,0 00.00 (Rs. Seven lakhs Fifty Thousand only). Relevant purchas e order(s) along with Invoice(s) / CRACs* shall be enclosed to f ulfil this criteria. All mentioned values are net of taxes. The gra de of supplied casting shall be clearly mentioned / indicated in the submitted documents (PO / Invoice / CRAC* / MTC / drawing etc). PO & invoice / CRAC* date should be 01.11.2021 onwards and till the actual date of Part I bid opening.

Note: **Start-ups shall be exempted** from the above criteria against sr. no. 2 & 3 wi thout 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 sub mit DPIIT (Dept. of Promotion of Industry and Internal Trade)/DIPP (Department for Industrial Policy and Promotion) recognition certificates

^{*} CRAC – Consignee receipt-cum-acceptance certificate (in case of GeM PO/s)

^{*} MTC - Material test certificates

D. <u>Inspection requirement:</u>

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

E. Quantity Variation

Quantity variation of \pm - 5% 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.

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

Payments shall be made to the Seller within days (mentioned in above table) of is sue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submissio n of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)

G. Performance Security:

Applicability:

- Performance Security will not be applicable in case the cumulative value of all p urchase orders placed under the tender on the vendor is less than or equal to Rup ees one lakh.
- 2. In case total PO value on vendor in one tender enquiry is greater than R s. 1 Lakh: Successful bidder (L1 or counter-offer accepted) has to submit Perform ance 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 wi thout interest after two months beyond the completion of all supplies under the P O.

Before the release of this PS, vendor has to submit another PS @1% of PO value o r Rs. 3000.00 whichever is higher after two months beyond the completion of all s upplies under the PO. This PS shall be valid for a period of 18 months. This additio nal 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:

- Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand D raft/ 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 BH EL.
- 3. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions a s 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 an d 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 suppli er against same / other contracts in the same unit.

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

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

н. Breach of contract, Remedies and Termination:

In case of breach of contract, wherever the value of security instruments like perform ance bank guarantee available with BHEL against the said contract is 10% of the cont ract 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, Leg al action shall be initiated for recovery against defaulted supplier.

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

I. <u>Warrantee and Corresponding Repair / Replacement of Goods</u>

Goods shall comply with the specifications for material, workmanship and performanc e. Unless otherwise specified, vendor shall give a warrantee against design & manufa cturing defects for a period of 18 months from the date of receipt. In case of non-acce ptance 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 res pective 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 / reple nish 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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 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. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 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---