



Bid Number: GEM/2023/B/2958707

Dated: 10-01-2023

Bid Document

| Bid Details | |
|--|--|
| Bid End Date/Time | 20-01-2023 16:00:00 |
| Bid Opening Date/Time | 20-01-2023 16:30:00 |
| Bid Offer Validity (From End Date) | 50 (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 | 10020009-cffp Haridwar |
| Total Quantity | 105 |
| Item Category | Ferrosilicon- Bulk Supply as per IS: 1110 (Q3) |
| MSE Exemption for Years of Experience and Turnover | No |
| Startup Exemption for Years of Experience and Turnover | No |
| Document required from seller | Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| Bid to RA enabled | Yes |
| RA Qualification Rule | H1-Highest Priced Bid Elimination |
| Type of Bid | Two Packet Bid |
| Time allowed for Technical Clarifications during technical evaluation | 2 Days |
| Payment Timelines | Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC) |
| Evaluation Method | Total value wise evaluation |

EMD Detail

| | |
|----------|----|
| Required | No |
|----------|----|

ePBG Detail

| | |
|----------|----|
| Required | No |
|----------|----|

Splitting

| | |
|--|-------|
| Splitting Applied | Yes |
| Maximum No. Of Bidders Amongst Which Order May Be Split | 2 |
| Split Criteria based on which quantity will be distributed | 60:40 |

MII Purchase Preference

| | |
|-------------------------|-----|
| MII Purchase Preference | Yes |
|-------------------------|-----|

MSE Purchase Preference

| | |
|-------------------------|-----|
| MSE Purchase Preference | Yes |
|-------------------------|-----|

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

Ferrosilicon- Bulk Supply As Per IS: 1110 (105 metric tonne)

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

| | |
|------------|--------------------|
| Brand Type | Unregistered Brand |
|------------|--------------------|

Technical Specifications

[* As per GeM Category Specification](#)

| Specification | Specification Name | Bid Requirement (Allowed Values) |
|---------------------|---|--|
| Certification | Conforming specification | Conforming to IS: 1110 (latest): Ferrosilicon |
| Description | Constitution of Consignment | Tapped Lot Method, Graded Lot Method, Blended Lot Method, NA |
| | "Grade Designation" | FeSi73A115 |
| | Particle Size Range | 40 to 150 |
| | Oversize (%) (maximum), with Penalty | 10 |
| Packing | Packing | HDPE bag |
| | Packing Size | Any applicable numeric value |
| Test Report Details | Test Report to be submitted to the Buyer on Demand write NA if Test report is not available | Yes |

Additional Specification Parameters - Ferrosilicon- Bulk Supply As Per IS: 1110 (105 metric tonne)

| Specification Parameter Name | Bid Requirement (Allowed Values) |
|--|---|
| Chemical composition (as per IS: 1110-) Material should be free from extraneous contamination such as slag. | Carbon: 0.15%(max); Silicon:70%(min.)-75%(max.); Sulphur: 0.05%(max.); Phosphorous:0.05%(max.); Aluminium:1.5%(max) |
| Oversize or undersized material should not exceed 10% by weight | Vendor to conform |

| Specification Parameter Name | Bid Requirement (Allowed Values) |
|--|--|
| Third party inspection from one of the following 6 inspection agencies shall be arranged by vendor at their cost and report to be submitted along with dispatch documents. Final inspection of material will be carried out at CFFP, BHEL, Haridwar. | LRIS/ BVIS(WINGS OF BUREAU-VERITAS)/ DNV /TUV(SUD)/ALFRED H KNIGHT/SGS |

* Bidders offering must also comply with the additional specification parameters mentioned above.

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Delivery Schedule (In number of days from contract start days) | | |
|-------|-----------------------------|---|--|-------------------------|-----------------------------|
| | | | Quantity | Delivery to start after | Delivery to be completed by |
| 1 | Kumar Siddhartha | 249403,Central Foundry Forge Plant, BHEL, Ranipur, Haridwar | 30 | 0 | 30 |
| | | | 25 | 30 | 55 |
| | | | 25 | 55 | 85 |
| | | | 25 | 85 | 105 |

Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. PRE-QUALIFICATION REQUIREMENT:

A. The participated vendor must have supplied minimum $\frac{1}{5}$ th of Tender Enquiry quantity] of same/ similar material in one financial year within a period of last 5 years from the date of opening tender.

B. As a supporting document to Point (A) following has to be provided:

- i. Proof of Order: copy of Purchase Orders/Purchase Agreements etc.
- ii. Proof of Supply: Copy of Invoice/ BL Copy/ any other document to confirm supply of material against above Purchase Order.

- iii. Proof of Quality: Copy of Test Certificate/ Specification etc (Required if, purity/ chemical composition is not mentioned on Purchase Order/ Invoice copy etc)

2. **Original Manufacturer's Test certificate required** along with dispatches.

3. **Final inspection** at CFFP BHEL Haridwar

4. **PAYMENT TERMS:** 100% payment will be made to the seller within 45/60/90 days (as per below mentioned table) after receipt; subject to acceptance of material at CFFP / BHEL, Haridwar through e-payment by the Buyer.

| Type of bidder | Payment Term (Number of days) |
|------------------------------------|----------------------------------|
| Micro and Small Enterprises (MSEs) | 45 days |
| Medium Enterprises | 60 days |
| Non MSME | 90 days |

Participating MSME bidders which are already registered with CFFP BHEL, need to ensure that their latest MSME status is updated with CFFP for getting above payment preference. Also, MSME bidders not registered with CFFP should provide copy of previous financial year's audited balance sheet alongwith UDYAM certificate for availing above mentioned payment preference.

5. Permissible quantity variation: +/-5%

6. The material shall be packed such as to prevent loss/deterioration in quality during handling, transport and storage. It should be in manufacturer's packing. Each package should be marked with the following details: name of the material, Manufacturer's Name/ Trademark & Net Weight.

7. Early delivery acceptable for First Lot.

8. **RISK PURCHASE:** In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfilment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.

9. The **scope of third party inspection** shall be as under:

- A. The inspection is to be carried out as per the ordered specification ensuring original manufacturer's packing, Original manufacturer test certificates etc as per specification and the linkage
- B. The material should be identified as per the specification like original manufacturer's name, Batch/lot no, Net weight, material name. The material should be packed as per specification and sealed by the inspection agency. The seal details should be mentioned in the third party inspection report.
- C. The test certificate should contain the complete witnessing of the chemical analysis of material as per IS1472 for nos of test required in a lot and their testing methodology for evaluating nos of element required by the material specification, size verification as per P.O. Specification, purchase

order no, Batch/lot no of material, seal details of the inspector along with corresponding packing (packing list).

9. **Conflict of Interest:** A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a) They have controlling partner (s) in common; or
 - b) They received or have received any direct or indirect subsidy/financial stake from any of them; or
 - c) They have the same legal representative/agent for purposes of this bid; or
 - d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder: or
 - e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/Assemblies from one bidding manufacturer in more than one bid; or
 - f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid form the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/foreign agent on behalf of only one principal;or
 - g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
 - h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

3. 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): LRIS/ BVIS(WINGS OF BUREAU-VERITAS)/ DNV /TUV(SUD)/ALFRED H KNIGHT/SGS
Post Receipt Inspection at consignee site before acceptance of stores: CFFP BHEL HARIDWAR

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. Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's

Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

6. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

7. **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.

8. **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.

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 shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---