

### Bid Document

Bid Details	
<b>Bid End Date/Time</b>	15-11-2022 12:00:00
<b>Bid Opening Date/Time</b>	15-11-2022 12:30:00
<b>Bid Offer Validity (From End Date)</b>	90 (Days)
<b>Ministry/State Name</b>	Ministry Of Heavy Industries And Public Enterprises
<b>Department Name</b>	Department Of Heavy Industry
<b>Organisation Name</b>	Bharat Heavy Electricals Limited (bhel)
<b>Office Name</b>	10110009-heap, Haridwar
<b>Total Quantity</b>	2
<b>Item Category</b>	TELESCOPIC COVER (X-AXIS R. H) DRAWING NO. 40DZ23-SP-33 ITEM NO. 1 (Q3) , TELESCOPIC COVER (X-AXIS L. H) DRAWING NO. 40DZ23-SP-31 ITEM NO. 2 (Q3)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Bid to RA enabled</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>ITC available to buyer</b>	Yes
<b>Primary product category</b>	TELESCOPIC COVER (X-AXIS L. H) DRAWING NO. 40DZ23-SP-31 ITEM NO. 2
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>90</b> 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)
<b>Evaluation Method</b>	Item 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	No
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**MSE Purchase Preference**

MSE Purchase Preference	Yes
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1. 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.

2. 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.

3. 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	Telescopic Cover (x-axis R. H) Drawing No. 40dz23-sp-33 Item No. 1	1
Schedule 2	Telescopic Cover (x-axis L. H) Drawing No. 40dz23-sp-31 Item No. 2	1

**TELESCOPIC COVER (X-AXIS R. H) DRAWING NO. 40DZ23-SP-33 ITEM NO. 1 ( 1 pairs )**

Brand Type	Unbranded
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**Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
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**Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

ITC on GST	ITC on GST Cess	RCM Applicable
100%	100%	No

**Additional Specification Documents**

DrawingDocument1	<a href="#">View</a>
DrawingDocument2	<a href="#">View</a>

**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	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	1	60	120

**TELESCOPIC COVER (X-AXIS L. H) DRAWING NO. 40DZ23-SP-31 ITEM NO. 2 ( 1 pairs )**

Brand Type	Unbranded
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**Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
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**Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

ITC on GST	ITC on GST Cess	RCM Applicable
100%	100%	No

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### 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. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

#### 3. Generic

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

#### 4. 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:

- The Seller fails to comply with any material term of the Contract.
- 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.

## 5. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

## 6. **Purchase Preference (Centre)**

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% 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 percentage of 25% of total value.

## 7. **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): NOT APPLICABLE

Post Receipt Inspection at consignee site before acceptance of stores: HEEP BHEL HARIDWAR

## 8. **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.

## 9. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

\*\* Drawing and PQR attached.

\*\* Covers should be made of min. 3 mm thick or gauge 11 anti-rust steel plates having zinc coating.

\*\* Covers should be sufficiently rigid and slidable. Covers should have rollers with ball bearing/needle bearings etc for smooth running.

\*\* The profile of the covers should be as per drawings. the cover should be slant in such a way that the spilled coolant can flow towards collection tank.

\*\* The wipers lips should have steel covering for protection against hot chips.

\*\* The wiper protection covering should be fitted by spot welding technique.

\*\* Working condition of m/c involves water, coolant & oil spillage on the covers.

\*\* The sealing of covers between sliding movement should be ensured such that there is no spillage of any foreign material.

\*\* All the dimensions of the drawings are approximate dimensions. The supplier should note down the final dimensions from the m/c itself for proper fitting on the m/c to avoid fitment & running problem on the site for trouble free run.

\*\* Profile of the covers should be manufactured preferably on the profile forming m/c.

\*\* The profile of the first cover of both side (left-right) telescopic covers of the machine may be different due to typical profile of different sub-assemblies fitted on the m/c.

\*\* Brass shoes to be compulsorily provided for better alignment of covers.

\*\* Max. traverse speed for telescopic covers (item no. 1 & 2) is 10 M/Min.

\*\* All the telescopic covers should be provided with Polyurethane / Neoprene wipers. these wipers should be temperature resistant (0 TO 100°C) and should be resistant to oil, water & coolant.

\*\* The supplier shall arrange to fit the telescopic covers on the machine. Cost of the installation to be part of the offer.

\*\* Delivery schedule mentioned in GeM bid document is tentative. vendor to quote the following:

\*\* Vendor to quote delivery period for supply of items from the date of purchase order.

\*\* Commissioning period from the date of intimation from BHEL Haridwar for availability of machine.

\*\* Vendor must quote price inclusive of commissioning charges.

\*\* 80% Payment including taxes and duties shall be paid after receipt and acceptance of material at BHEL store.

\*\* Rest 20% payment shall be paid after successful commissioning of material at BHEL Haridwar & GEM CRAC.

**\* \* 1) Please ensure to provide/upload the following documents and take a note of following while submitting your offer:**

I. Please refer GEM GTC 4.0 (Version 1.1) Clause No. f "The

participation by the Seller in e-bidding shall be construed as his / her acceptance for all the Terms and Conditions as outlined in the e-bidding including GTC, STC and ATC.” Evaluation of the bidder’s offer will also be done in consideration of this clause.

II. Signed and stamped copy of attached BHEL specification i.e. "Bid Requirement / Allowed Values" sheet as acceptance of BHEL specification.

III. Signed and stamped copy of complete “Bid Document” as acceptance of all the conditions of our bid document.

IV. Copy of PAN Card & Copy of GSTIN.

V. Please provide supportive documents as per pre-qualifying requirements (PQR).

VI. The tender (GeM bid document) will also be hoisted / notified on the website of BHEL-Haridwar and BHEL website for wide publicity and maximizing the participation. However, corrigendum if any, will be done only on GeM portal.

## **2) BHEL payment terms:**

Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

## **3) Risk Purchase:**

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfillment 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.

## **4) Action against Bidders / vendor / supplier / contractor in case of default:**

In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.

Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or a bidder and shall be as per "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" available at BHEL's website "<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>".

### **10. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

## **Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 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 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. 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 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---**