

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	03-06-2024 16:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	03-06-2024 16:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	80 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Heavy Industries And Public Enterprises
<b>Department Name/विभाग का नाम</b>	Department Of Heavy Industry
<b>Organisation Name/संगठन का नाम</b>	Bharat Heavy Electricals Limited (bhel)
<b>Office Name/कार्यालय का नाम</b>	10140027-hpbb Trichy
<b>Total Quantity/कुल मात्रा</b>	45
<b>Item Category/मद केटेगरी</b>	921560870000_ CAGE A217-WC9-7520
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (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
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<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)

Bid Details/बिड विवरण	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

#### EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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#### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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#### Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	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 .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.

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. 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.

## 921560870000\_ CAGE A217-WC9-7520 ( 45 pieces )

**(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

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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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	Murali Ramasamy	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	45	84

### Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	Annexure D, Annexure E, ATC, Local content Self Declaration <a href="#">View</a>	Annexure D, Annexure E, ATC, Local content Self Declaration - To be filled in and uploaded along with offer	921560870000_ CAGE A217-WC9-7520(45)
2	Annexure A, Annexure H Casting repair recovery <a href="#">View</a>	Annexure A, Annexure H- Casting repair recovery	921560870000_ CAGE A217-WC9-7520(45)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added

with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 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

**Registration / Empanelment Requirement:** Contract shall be awarded to only such sellers , who are registered / empanelled / approved / enlisted with

CFVSC Material Group in BHEL Trichy (To register <https://supplier.bhel.in/>) for the required goods / service category on the date of bid opening. Prospective bidders (if not already registered), are advised to get themselves registered with the said registration authority before bid opening date. (It is certified that the registration is granted by the registering agency as per Rule 150 of GFR following a fair, transparent and reasonable procedure.)

### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### **Bid Specific Additional Terms and Conditions - ENCSV-2821**

- a) By participating in the bid, vendor gives a confirmation that no deviation is/will be taken to BHEL's Drawings, TDC:0:412/REV.28 and [SIP:VS:17/REV.04](#).
- b) Items to be supplied in Proof Machined condition as per the drawing. FOR BHEL Trichy. Supplier can outsource the machining activity, if required, with intimation to BHEL Trichy.
- c) Price shall be quoted on Per Piece rate basis Inclusive of Material Cost, Pattern Cost, RT charges, Taxes, machining cost & proof machining cost (if applicable), Heat Treatment Cost, Insurance Cost, Testing & Inspection Cost etc and any other cost for tender requirements. NO CHARGES WILL BE PAID AS EXTRA.  
**Price including/excluding tax, unit/total price is to be clearly read at the time of bid submission.**
- d) After machining, LPI test shall be done on all machined surfaces and no defects are allowed.
- e) TPI Scope: TPI certification shall be obtained for dimensions (100%), LPI test acceptance (100%) after machining.
- f) Payment for inspection agency is in supplier scope and hence accordingly quoted prices shall be inclusive of same.
- g) As per TDC, wherever RT is required, RT shall be carried out at BHEL audited approved source with BHEL approved shooting sketches only. In case approved shooting sketches are not available, a shooting sketch shall be proposed and the same may be approved by NDT/BHEL
- h) Available RSS are provided along with tender documents. No additional charges will be paid if actual area is different from the area given in RSS uploaded in tender documents. Radiographic Test (RT) is must on sample castings, if the pattern is not established with BHEL earlier. The sample casting establishment shall meet requirements mentioned in point 8 of TDC. RT charges for both sample and bulk supply will not be paid as extra by BHEL.
- i) BHEL Tiruchirappalli will arrange a Third Party Inspection Agency (TPI) for witness of MPI and RT film evaluation

ation at vendor works. Details of the TPI will be intimated by BHEL at due course. Only after the evaluation of RT films by TPI, the castings should be dispatched to BHEL. The decision by BHEL NDT is final and binding. Also, in case of castings supplied as Special Class, MPI need to be witnessed by TPI. The charges for TPI inspection will be borne by BHEL. MPI and MPI witness to be done in a highly integral way. Any malpractice found by BHEL will be dealt as per 'Suspension of Business Dealings guidelines' of BHEL.

- j) No separate delivery is given for sample and bulk supply. The delivery period given in Enquiry Annexure is inclusive of both sample and bulk supply. **Delivery schedule for each line item is mentioned in Annexure A (item list). Delivery days mentioned in GeM Bid document is indicative only. Delivery dates mentioned in BHEL Purchase Order to be followed while executing PO.**
- k) For sample casting inspection by BHEL, suppliers have to propose a date of inspection only after getting sample RT clearance by TPI/ BHEL NDT. However, in special cases, only with approval from BHEL, inspection can be offered before RT clearance. A min of 10 days will be required by BHEL to act on the request. Delivery extension will be provided only for those cases where delay by BHEL is beyond 10 days from proposed inspection date. If supplier fails to offer the sample within the said delivery period, then no delivery extension will be provided for delay from BHEL side for sample casting clearance. Also, in such cases delivery extension will not be provided for bulk supply also. In case of urgency to BHEL, sample casting may be cleared through remote inspection mode. If sample casting is dispatched, then necessary identification as sample is required on Casting, Invoice, Delivery Challan, Dimensional Report, Test Certificate (TC), MPI report and RT report. For new development item, PO price will not be amended based on established weight.
- l) All required tests, as called in referred Material Standard/PO/TDC/drawing etc shall be carried out by supplier at no extra cost. BHEL may decide to inspect itself/arrange third party at vendor's works with prior intimation to the vendor. No additional charges will be claimed by BHEL for such inspection. Third party inspection charges will also be borne by BHEL. Test Bar for mechanical testing to be sent to BHEL at free of cost, as and when asked for.
- m) Items shall be properly packed to avoid damage of machined surfaces either in transit or during handling. Transparent Rust preventive oil (DRYING TYPE IS:1153).
- n) BHEL reserves the right to reject already accepted castings if they are found to be defective during further machining/assembly/NDE/hydro testing. The cost of such castings shall be deducted from any of the running bills of the vendor. General Terms and conditions and Guidelines for Cost Recovery for Repair and/or Rejection of Castings due to Raw material fault is provided in tender documents (Annexure H). Kindly go through the documents thoroughly and accept the same.
- o) If any supplied casting is rejected during further processing at BHEL, the same shall be supplied/ replaced by the supplier within 30 days from the date of rejection intimation to supplier.
- p) The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- q) **Terms of Payment:**

**Indigenous Supplier (Non-MSME):** 100% payment due on 90th day from the date of receipt of material at BHEL Trichy. (V423)

**Indigenous Supplier (Medium):** 100% payment due on 60th day from the date of receipt of material at BHEL Trichy. (V422)

**Indigenous Supplier (Micro & Small):** Payment as per MSME Act. 100% payment due on 45th day from the date of receipt of material at BHEL Trichy. (V421)

The date mentioned on the gate entry seal by the BHEL security department upon receipt of material will be taken as "date of receipt of material at BHEL Trichy". This date will be used for calculating applicable LD and payment due date.

**r) Breach of contract, Remedies and Termination**

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract 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 will be recovered in all or any of the following manners:

- i) from dues available in the form of Bills payable to defaulted supplier against the same contract.
- ii) from the dues payable to defaulted supplier against other contracts in the same Region/Unit / any other region/unit of BHEL.
- iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

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

- s)** In case of non-acceptance to above Breach of contract, Remedies and Termination clause the offer is liable for rejection.

- t)** Warranty period of the supplied products shall be 2 years from the date of final acceptance of castings supplied. The seller should guarantee the rectification of defects in castings in case any defects were observed during further processing of the castings.
- u)** Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.
- v)** If the Supplier fails to deliver the ordered materials as per the Purchase Order within the delivery periods specified in the Contract for the respective item, BHEL shall deduct Liquidated Damages. The LD shall be reckoned from the Contract delivery date to the date of receipt of material at BHEL Trichy. The date mentioned on the gate entry seal by BHEL security department upon receipt of material will be taken as "date of receipt of material at BHEL Trichy".

**w) Conflict of Interest among Bidders/ Agents**

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

- 1) they have controlling partner (s) in common; **or**
- 2) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- 3) they have the same legal representative/ agent for purposes of this bid: **or**
- 4) 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**
- 5) 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**

- 6) 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 authorize only one agent/dealer. There can be only one bid from the following:
- i. The principal manufacturer directly or through one Indian agent on his behalf; and
  - ii. Indian/foreign agent on behalf of only one principal;
- or**
- 7) 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**
- 8) 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.

- x)** Technical deviations if any, should be mentioned in Annexure D. Commercial deviations if any, should be mentioned in Annexure E. Deviations mentioned in any other documents uploaded by vendor will not be considered for evaluation.
- y)** Bidder has to sign and upload ***Bid Specific Additional Terms and Conditions*** along with their offer.
- z)** Following Documents needs to be uploaded along with offer
- 1.** Valid UDYAM certificate
  - 2.** Local content Self Declaration
  - 3.** Annexure D- Nil Technical Deviation
  - 4.** Annexure E- Schedule of Commercial deviation
  - 5.** Bid Specific Additional Terms and conditions (signed)

#### 4. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

SDGM,  
WARD-33,  
VALVE STORES,  
BHEL TRICHY,  
PIN- 620014.

#### 5. **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 %.

#### 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. Scope of Supply

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

## 8. 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 SUPPLIER'S QC

Post Receipt Inspection at consignee site before acceptance of stores:  
AS PER TDC BY BHEL QC AT BHEL STORES

## 9. 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.

## 10. Buyer Added Bid Specific ATC

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

## 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 [attached categories](#), 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 कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**