



Bid Number/_{बोली} क्रमांक (बिड संख्या)[:] GEM/2024/B/5028848 Dated/दिनांक : 08-06-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	18-06-2024 17:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	18-06-2024 17:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (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	10380038-heavy Plates & Vessels Plant	
Total Quantity/कुल मात्रा	6	
ltem Category/मद केटेगरी	L793819750006003_1 LIMIT SWITCH MAKE ROTEX , L793819750006003_2 LIMIT SWITCH MAKE ROTEX , L793819750006003_3 LIMIT SWITCH MAKE ROTEX , L793819750006003_4 LIMIT SWITCH MAKE ROTEX , L793819750006003_5 LIMIT SWITCH MAKE ROTEX , L793819750006003_6 LIMIT SWITCH MAKE ROTEX	
BOQ Title/बीओक्यू शीर्षक	LIMIT SWITCH MAKE ROTEX	
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No	
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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/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	L793819750006003_1 LIMIT SWITCH MAKE ROTEX	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	

Bid Details/बिंड विवरण				
Inspection Required (By Empanelled Inspection Authority / Agencies pre- registered with GeM) No				
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation			
EMD Detail/ईएमडी विवरण				
Required/आवश्यकता	No			
e PBG Det ail/ईपीबीजी विवरण				
Required/आवश्यकता	No			
Splitting/विभाजन				
Bid splitting not applied/बोली विभाजन लागू नहीं ि	केया गया.			
MII Purchase Preference/एमआईआई खरीद वरी	यता			
MII Purchase Preference/एमआईआई खरीद वरीयत	না No			
MSE Purchase Preference/एमएसई खरीद वरीय	ici			

1. 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 100% (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.

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 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.

L793819750006003 1 LIMIT SWITCH MAKE ROTEX

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
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	Mohammad Shabir	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India.	1	28

L793819750006003 2 LIMIT SWITCH MAKE ROTEX

Technical Specifications/तकनीकी विशिष्टियाँ

	Specification Document	View File
- 1		

BOQ Detail Document	<u>View File</u>
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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	Mohammad Shabir	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India.	1	28

L793819750006003_3 LIMIT SWITCH MAKE ROTEX

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
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
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Mohammad Shabir	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India.	1	28

L793819750006003_4 LIMIT SWITCH MAKE ROTEX

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
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	Mohammad Shabir	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India.	1	28

L793819750006003_5 LIMIT SWITCH MAKE ROTEX

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	Mohammad Shabir	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India.	1	28

L793819750006003_6 LIMIT SWITCH MAKE ROTEX

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/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		Mohammad Shabir	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India.	1	28

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SCOPE DESCRIPTION: Supply of LIMIT SWITCH (MAKE: ROTEX) for ONGC NAWAGAM FEED HEAT

ER Project

BHEL ENQUIRY NO. H152400063 Dt. 08.06.2024

PROJECT: ONGC NAWAGAM FEED HEATER(S.O. 7938)

INSTRUCTIONS TO BIDDERS:

a. Bidder shall submit Tender checklist provided in the tender and GeM Bid Document duly filled and signe d with stamp. Vendor shall comply to all the additional clauses mentioned in GeM Bid Document. The offer s of those Vendors who do not comply with all the Clauses in total are likely to be rejected.

- b. Bidder shall follow GeM general term and conditions and submit the offer https://gem.gov.in/page/detail/34)
- c. All the terms and conditions mentioned in Special terms and conditions & Technical Specifications shall s upersede any other similar terms quoted elsewhere.
- d. QUOTED PRICE: Bidder shall quote the Price inclusive of Freight, P&F, Transit Insurance, Inspection charges (if applicable), GST, GeM transaction charges.
- e. Contact Details: For any queries: Mr. B Dinakar Raja (0891-668 1179/9739923434). Vendor shall provid e contact details with offer for further correspondence.
- f. Vendor should submit either No Deviation Certificate or Deviation sheet mandatorily.
- g. Wherever UOM appears as pieces should be treated as per BOQ attached with Specifications.

SPECIAL TERMS AND CONDITIONS:

- 1. Delivery basis: FOR ONGC NAWAGAM SITE
- 2. Delivery Period: 28 days from the date of Contract to receipt of material. However any other delivery period quoted by vendor will be accepted subject to acceptance by Indenter/PMG.

- 3. Payment terms : Payment shall be as follows :
- a) Micro & Small Enterprises (MSEs)-- 45 Days from date of material acceptance(CRAC)
- b) Medium Enterprises --- 60 Days from date of material acceptance(CRAC)
- c) Non MSME ---90 Days from date of material acceptance(CRAC)
- 4. Bid Evaluation: Bid shall be evaluated on total package basis. Vendor should be an enlisted vendor or s hould have references of any of M/s BHEL, M/s ONGC, M/s EIL, M/s IOCL, M/s ONGC, M/s HPCL or any PSU re fineries. Vendor to submit supporting documents.
- 5. TDC and Specifications:
- i. As per item specific details mentioned in BOQ provided in tender documents file
- ii.Salient Points for Miscellaneous Instruments, Annexure-I(1 Sheet)
- 6. Quality Plan: 1) Minimum Inspection requirements as indicated in the SI no.4 in "Salient Points for Miscellaneous Instruments" (document provided in tender documents file)
- 2) In line with the inspection requirments vendor to furnish QAP during detailed engineering for BHEL revie w.
- 3) Vendor shall carryout inspection inline with the BHEL approved QAP.
- 7. Inspection : By BHEL or BHEL authorized Inspection Agency & physical inspection by Owner/Consultant (if applicable as per approved QAP) or

By IBR (if applicable)

(Indigenous Supplier needs to register ONLINE in BHEL website (www.cqir.bhel.in) for offering for Inspection n for first time. On readiness of ordered material, supplier shall raise the inspection call request online (www.cqir.bhel.in) with minimum notice period of 07 working days to the authorized representative of the Purchaser for inspection/ testing as provided in PO). Vendor may select TPIA either M/s Intertek or M/s TUV SUD

BHEL representative from HPVP Unit or Corporate Quality is authorized to carry out audits along with TPIA at vendor's works before clearing the items for dispatch.

After completion of Inspection by TPIA, the scanned copies of Inspection reports, MTCs and other Test Reports applicable as per TDC are to be sent to BHEL for obtaining material dispatch clearance.

IBR Form IIIC shall be submitted wherever applicable.

- 8. Guarantee Clause: Vendor should guarantee the material against all design and manufacturing defects and for performance for a period of 18 months from the date of last dispatch or 12 months from the date o f commissioning whichever is earlier. If any defect is noticed during the above period, the same shall be re ctified / replaced free of cost on FOR delivery location within a reasonable time.
- $9.\ Documentation:$ After placement of Contract, Vendor shall submit drawings/QAP for our review and approval .
- 10. LD Clause: If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the origin al/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liqui dated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages n ot exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort wh atsoever

11. RISK PURCHASE: The delivery period stated shall be realistic and shall be strictly adhered to. If the deliveries are not maintained and if on the account, this company is forced to buy the materials elsewhere to a void any loss or damage that the company may sustain thereby the purchaser is entitled to procure the material at the risk and cost of the seller, which shall be recovered from them out of due of this PO / Contract, any other PO / Contract with BHEL and balance amount if any shall be required to be deposited by the vendor.

12. CONFLICT OF INTEREST AMONG BIDDERS / AGENTS:

"A bidder shall not have conflict of interest with others bidders. Such conflict of Interest can lead to anti-co mpetitive 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 receive 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 no t limit the inclusion of the components/ sub-assembly/Assemblies from one bidding manufacturer in more t han one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their Principal manufacturers, one age nt cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufa cturer can also authorize only one agent/dealer. There can be only one bid from 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 s pecifications of the contract that is the subject of the bid; or

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 wou ld apply to closely related sister companies. Bidders must proactively declare such sister/ common busines s/ management units in same/ similar line of business."

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---