Bid Number: GEM/2021/B/1581147
Dated: 07-10-2021

Bid Document

Bid Details	
Bid End Date/Time	22-10-2021 16:00:00
Bid Opening Date/Time	22-10-2021 16:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	75 (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	10380038-heavy Plates & Vessels Plant
Total Quantity	1
Item Category	BOQ
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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	50% Lowest Priced Technically Qualified Bidders
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	10.00
Duration of ePBG required (Months).	20

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:
DEPUTY MANAGER MM PURCHASE
10380038-Heavy Plates & Vessels Plant, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(N V Rajesh Kumar M)

Splitting

Bid splitting not applied.

1. 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.

2. 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.

BOQ (1 pieces)

Brand Type	Unbranded

Technical Specifications

Specification Document	View File
BOQ Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Bobbarala Prakasa Rao	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India.	1	365

Buyer Added Bid Specific Additional Terms and Conditions

1. Buyer Added text based ATC clauses

   RFQ/ Enquiry No.: H132100039 dtd 07.10.2021

   Material: Engineering, Supply, Application & Dry out of Refractory for IOCL Paradip SRU Project (SO 2443)

Pre-Qualification Criteria

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1. Bidder shall be enlisted with BHEL or Bidder shall be having experience in successful execution of Supply & Application of Refractory in the last 15 years with any BHEL job. Corresponding documentary evidences shall be submitted during bid submission by the bidder. Bidder has to source the materials as per the customer approved vendor list only.

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INSTRUCTIONS TO BIDDERS (ITB)

1. Bidder shall submit Categorical Confirmation of PQC, ITB, Special Terms and Conditions, TDC/Technical documents. Vendor shall comply to all the additional clauses mentioned in GeM Bid Document. The offers of those Vendors who do not comply with all the Clauses in total are likely to be rejected. Documents submitted with the offer shall be signed and stamped on each page by authorised representative of the vendor.

2. Bidder shall follow GeM general term and conditions and submit the offer. https://gem.gov.in/page/detail/34).

3. All the terms and conditions mentioned in PQC, ITB, Special terms and conditions, Technical documents / TDC shall supersede any other similar terms quoted elsewhere.

4. **QUOTED PRICE: - Bidder shall quote the Price inclusive of Freight, P&F, Transit Insurance and other charges (GeM transaction charges) including GST**.

5. Items / Works to be supplied against this tender enquiry are as per given BOQ.

6. **Scope of supply and work has to be strictly as per provided TDC / Technical specification.**

7. Mandatory Documents to be uploaded by Bidder:

a. Signed & stamped copy of PQC, ITB, Special Terms & Conditions, TDC / Technical documents and vendors offer.

8. Contact Details: - For any Technical queries: Mr. Dasari Satish (0891-668 1149), For any commercial/GeM queries: Mr. N V Rajesh Kumar M (0891-668 1316).

SPECIAL TERMS AND CONDITIONS

A. **INSPECTION: By BHEL / BHEL Authorized TPIA and/or Customer TPIA as per ITP/QAP**. TPIA Charges will be borne by BHEL, provided Inspection is carried out in India.

Supplier needs to register at BHEL online portal i.e. www.cqir.bhel.in for offering Inspection call as and when material is ready according to contract. On readiness of ordered material, the supplier shall raise inspection call request with a minimum period of 15 working days to the authorized representative of the purchaser for inspection / witnessing the testing as envisaged in P.O. Inspection Charges shall be borne by BHEL if inspection is within India.

BHEL representative either from HPVP Unit or Corporate Quality is authorized to carry out audits at supplier's works before providing the dispatch clearance.

After completion of the Inspection at works respectively, suppliers need to send the scanned copies of TC's, Inspection reports and other applicable Test Reports in accordance with TDC to BHEL with duly endorsed by Inspecting authority for obtaining the material dispatch clearance.

BHEL or its authorized representative shall be entitled to carry out inspection of material and workmanship at supplier's premises or at his sub-contractor's premises at all reasonable times during execution of the contract and before dispatch clearance; Such inspection, examination and testing, if made, shall not absolve the vendor from his obligations under the contract.

B. **DELIVERY LOCATION**: **FOR IOCL Paradip Project Site**.

C. DELIVERY PERIOD (Below given delivery period supersedes that of given in BOQ)**:**

a) For Supply completion: 12 weeks from Manufacturing clearance with approved drawings.
b) For Application & Dryout: 14 weeks from the date of front availability at site or 16 weeks from the date of mobilization letter date from BHEL whichever is later.

D. DOCUMENTATION: In the event of order, Vendor should submit all necessary drawings, data sheets,

QAP and other relevant documents within 15 days from date of PO for approval.

E. **GUARANTEE:** 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 of commissioning whichever is earlier. If any defect is noticed during the above period, the same shall be rectified / replaced free of cost on FOR destination within a reasonable time.

F. PERFORMANCE BANK GUARANTEE: -

a) In the event of an order, Vendor shall furnish Performance Bank Guarantee from any of our consortium banks (List enclosed) as per the enclosed PBG Format.

b) Performance Bank Guarantee shall be submitted for 10% of order value along with invoice for last dispatch valid till end of guarantee period with a claim period of 12 months thereafter.

c) Vendor to instruct their PBG issuing bank to send the Original Performance Bank Guarantee directly to BHEL-HPVP-Visakhapatnam.

G. **Other clauses like LD clause, Risk Purchase, Force Majeure, Rejection etc. shall be as GeM General terms and conditions.**

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2. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address IOCL Paradip SRU Project Site.
3. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
4. 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 %.
5. 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.

6. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
7. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

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 specification 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.

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---