

### Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	11-07-2022 11:00:00
<b>Bid Opening Date/Time</b>	11-07-2022 11:30:00
<b>Bid Offer Validity (From End Date)</b>	65 (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>	10090001-edn Bangalore
<b>Total Quantity</b>	60
<b>Item Category</b>	For U# 1&2: a. CO Analyzer - Insitu probe type. b. Accessories for Insitu probe CO Analyzer (Q3) , For U# 1&2: Calibration Gas Cylinders for CO analysers (Q3) , For U# 3, 4&5: a. CO Analyzer - Insitu probe type. b. Accessories for Insitu probe CO Analyzer (Q3) , For U# 3, 4&5: Calibration Gas Cylinders for CO analysers (Q3)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	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
<b>Bid to RA enabled</b>	Yes
<b>RA Qualification Rule</b>	50% Lowest Priced Technically Qualified Bidders
<b>ITC available to buyer</b>	Yes
<b>Primary product category</b>	For U# 1&2: a. CO Analyzer - Insitu probe type. b. Accessories for Insitu probe CO Analyzer
<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>	Total value wise evaluation

#### EMD Detail

Required	No
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**ePBG Detail**

Required	No
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**Splitting**

Bid splitting not applied.

**MII Purchase Preference**

MII Purchase Preference	Yes
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**MSE Purchase Preference**

MSE Purchase Preference	Yes
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1. Preference to Make In India products (For bids > 200 Crore) (can also be used in Bids < 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): 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. 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 100%(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 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.

**For U# 1&2: A. CO Analyzer - Insitu Probe Type. B. Accessories For Insitu Probe CO Analyzer ( 12 set )**

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

Brand Type	Unbranded
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**Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
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**Installation Commissioning and Testing (ICT) details for the above item:**

% of Product Cost Payable on Product Delivery	90%
Min Cost Allocation for ICT as a % of product cost	.001%
Number of days allowed for ICT after site readiness communication to seller	90 Days
ITC Available On GST	100%
ITC Available On GST Cess	0%

**Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

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

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Stores Incharge,BHEL - CO Analysers for U#1&2	508207,YADADRI (5X800 MW) STPP-U#1&2, Veerlapalem village, Wadapally	12	210

**For U# 1&2: Calibration Gas Cylinders For CO Analysers ( 12 set )**

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

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%	NA	No

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Stores Incharge,BHEL - Cylinders for U#1&2	508207,YADADRI (5X800 MW) STPP-U#1&2, Veerlapalem village, Wadapally	12	270

**For U# 3, 4&5: A. CO Analyzer - Insitu Probe Type. B. Accessories For Insitu Probe CO Analyzer ( 18 set )**

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

Brand Type	Unbranded
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**Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
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**Installation Commissioning and Testing (ICT) details for the above item:**

% of Product Cost Payable on Product Delivery	90%
Min Cost Allocation for ICT as a % of product cost	.001%
Number of days allowed for ICT after site readiness communication to seller	90 Days

ITC Available On GST	100%
ITC Available On GST Cess	0%

#### Input Tax Credit(ITC) and Reverse Charge(RCM) Details

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

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Stores Incharge,BHEL - CO Analysers for U#3-5	508207,YADADRI (5X800 MW) STPP-U#3-5, Veerlapalem village, Wadapally	18	360

#### For U# 3, 4&5: Calibration Gas Cylinders For CO Analysers ( 18 set )

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

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%	NA	No

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Stores Incharge,BHEL - Cylinders for U#3-5	508207,YADADRI (5X800 MW) STPP-U#3-5, Veerlapalem village, Wadapally	18	420

## Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	Working Sheet for arriving at Total quotation value .pdf <a href="#">View</a>	Prices are to be quoted inclusive of Packing & Forwarding charges, freight charges, Transit-insurance & taxes.	For U# 1&2: A. CO Analyzer - Insitu Probe Type. B. Accessories For Insitu Probe CO Analyzer(12),For U# 1&2: Calibration Gas Cylinders For CO Analysers(12),For U# 3, 4&5: A. CO Analyzer - Insitu Probe Type. B. Accessories For Insitu Probe CO Analyzer(18),For U# 3, 4&5: Calibration Gas Cylinders For CO Analysers(18)

**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

### 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

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 %.

### 3. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

### 4. Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

### 5. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

### 6. Generic

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. 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.

## 8. Scope of Supply

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

## 9. 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 100% of total value.

## 10. 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.

## 11. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### 1. Warranty period shall be as mentioned below:

- a. For all items excluding Gas Cylinders, warranty shall be applicable for a period of 24 months from the date of dispatch of goods.
- b. For Shelf-life items viz., Gas Cylinders, warranty shall be applicable for a period of 12 months from the date of dispatch of goods.

2. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service.

3. PBG will be applicable for a period of 24 months from the date of dispatch of goods + claim period of 03 months, for a value equal to 10% of the basic value of purchase order. It shall however be noted that PBG is not applicable against supply of cylinders. Also note that PBG should be in the format specified in Annexure III of ATC and no deviation to this format will be allowed.

Note: In case PBG is not furnished, the 10% basic amount will be withheld from the supply invoice. This

withheld amount will be paid either against submission of supplementary invoice & Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.

4. Unloading of material at consignee location is in the scope of BHEL.

5. a. Delivery period for Main Supply (excluding cylinders) of Units#1 & 2 shall be 210 days whereas the Delivery period for Main Supply (excluding cylinders) of Units#3-5 shall be 360 days.

b. Delivery period for cylinders as part of Main Supply for Units#1 & 2 shall be 270 days whereas the Delivery period for cylinders as part of Main Supply for Units#3-5 shall be 420 days.

6. a. Terms of Payment for Supply : 90% payment of the basic price of Goods along with 100% GST on the Goods Price but excluding installation and commissioning charges will be paid within **45 days-MSE /60 days-Medium Enterprise /90 days-Non MSME** of generation of "Delivery Consignee Receipt-cum-Acceptance Certificate (CRAC) for initial payment" against online submission of complete set of invoicing documents.

Balance 10% payment of the basic price of Goods and 100% charges for installation and commissioning charges along with GST on these charges will be paid within **45 days-MSE /60 days-Medium Enterprise /90 days-Non MSME** of generation of "Installation CRAC" against online submission of complete set of invoicing documents after installation and commissioning of goods.

If the E&C could not be completed till the end of the Warranty period due to reasons not attributable to the supplier, BHEL may consider releasing the retention money to the supplier within **45 days-MSE /60 days-Medium Enterprise /90 days-Non MSME** against Bank Guarantee (BG) for equivalent value valid for an initial period of one year. BG format for Advance payment towards E&C retention money will be shared by BHEL upon seller's request at the time of expiry of Warranty period.

b. Terms of Payment for Service (ICT) : 100% payment will be released within **45 days-MSE /60 days-Medium Enterprise /90 days-Non MSME** of issue of job completion certificate against submission of complete set of invoicing documents.

7. Pre-dispatch inspection at Seller premises: Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specification. For in-house testing, the Sellers will provide necessary facilities free of cost.

Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. While bidding, the sellers should take into account 14 days for arranging inspection from the date of email offering the goods for inspection. Any delay in arranging inspection beyond 14 days due to reasons not attributable to seller, shall be on the part of buyer and BHEL will extend the delivery period for such period of delay.

The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment.

8. Material despatch clearance certificate (MDCC): Seller should take into account 14 days for issuance of despatch clearance by BHEL from the date of successful inspection report. Any delay in issue of MDCC beyond 14 days shall be on the part of buyer and BHEL will extend the delivery period for such period of delay.

9. Shortages: In the event of shortage on receipt of goods and/or on opening of packages at site, all such shortages, caused by supplier's act or omission, shall be made good at free of cost within a reasonable time that BHEL may allow from such intimation.

10. Transit Damages: In the event of goods having found in damaged condition upon opening of packages at site, supplier shall make good of all such damages within a reasonable time from such intimation by BHEL.

11. Dispatch documents: Complete set of despatch documents (original + 1 photocopy set) as per Purchase Order shall be forwarded to Purchase Officer/BHEL directly. Despatch documents shall include the following:

Invoice (01 original and 01 copy with original sign & seal / digitally signed invoice), Packing List, NIL Short-Shipment Certificate, POD (Proof of Delivery) on Lorry Receipt (L/R) and original Performance Bank Guarantee (directly from issuing bank to BHEL).

One set of Invoice, L/R, Packing List & E-way bill (Part-A & B) shall be e-mailed immediately to BHEL-EDN during despatch.

Note: Detailed Packing List should indicate package-wise content details and also Net & Gross weight of each package.

12. Prevailing tentative E&C/Commissioning schedule: June,2023 for U#1 & 2 and Jan'24 for U#3-5. Commissioning/E&C call will be issued to seller after actual readiness of site. In case of requirement of multiple visits for reasons not attributable to seller, delivery period for service shall be considered from date of actual readiness of site fronts.

13. After award of contract, Successful Bidder shall submit complete set of documents (like drawings, bill of materials, datasheets, catalogues, quality plan etc. as called in tender specification) for approval, within 21 days of award of contract. Buyer shall issue manufacturing clearance along with approved documents within 60 days from receipt of complete set of documents from seller. Any delay in providing approved documents beyond 60 days shall be on the part of buyer and BHEL will extend the delivery period for such period of delay.

In case of any corrections in documents to be incorporated by seller for approval of document based on end-user/consultant/buyer comments, revised documents have to be submitted incorporating all corrections within 07 days. Seller shall be required to commence manufacturing only after receipt of approved documents from BHEL.

14. Packaging and dispatch: The Seller shall package the goods safely and carefully considering the peculiarity of the material for safe transport by Sea/ Air / Rail/ Road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures/ hooks and sling marks as may be required for easy and safe handling. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols / instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.

The packing, shipping, storage and processing of the goods must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. If safety information sheets (MSDS - Material Safety Data Sheet) exist for an item or the packaging, vendor must provide this information without fail along with the consignment.

Each package must be marked with Consignee name, Purchase order number, Package number, Gross weight and net weight, dimensions (LxBxH) and Seller's name. Packing list of goods inside each package with PO item number and quantity must also be fixed securely outside the box to indicate the contents of each box.

Total number of packages in the consignment must also be indicated in the packing list.

Separate packing & identification of items should be as follows.

1. Main Scope - All items must be tagged with part no. & item description.
2. Commissioning accessories - All items must be tagged with part no. & item description.

3. Mandatory spares - All items must be tagged with part no. & item description.

Nevertheless, vendor shall adhere to dispatch & packing instructions issued by BHEL at the time of dispatch.

## 12. 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---**