

Bid Document

Bid Details	
Bid End Date/Time	25-03-2021 18:00:00
Bid Opening Date/Time	25-03-2021 18:30:00
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	10140027-hpbp Trichy
Total Quantity	1050000
Item Category	SMAW E7018 DIA3.15MM X 450MM LONG (BHEL) , SMAW E7018 DIA4.00MM X 450MM (BHEL) , SMAW E7018 DIA 5.0MM X 450MM (BHEL)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Certificate (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
Bid to RA enabled	No
Primary product category	SMAW E7018 DIA 5.0MM X 450MM (BHEL)
Time allowed for Technical Clarifications during technical evaluation	2 Days
Inspection Required	No
Estimated Bid Value	4900000
Evaluation Method	Item wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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(a). The EMD % will be applicable for each schedule/group selected during Bid creation.

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): 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. 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 25%(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.

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	Estimated Value	Item/Category	Quantity
Schedule 1	1500000	Smaw E7018 Dia3.15mm X 450mm Long (bhel)	500000
Schedule 2	3000000	Smaw E7018 Dia4.00mm X 450mm (bhel)	500000
Schedule 3	400000	Smaw E7018 Dia 5.0mm X 450mm (Bhel)	50000

SMAW E7018 DIA3.15MM X 450MM LONG (BHEL) (500000 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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Technical Specifications	Buyer Specification Document Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
1	Subathradevi Jagan	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	Quantity	Delivery to start after	Delivery to be completed by
			50000	1	28
			100000	28	56
			350000	56	75

SMAW E7018 DIA4.00MM X 450MM (BHEL) (500000 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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Technical Specifications	Buyer Specification Document Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
1	Subathradevi Jagan	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	Quantity	Delivery to start after	Delivery to be completed by
			50000	1	28
			100000	28	56
			350000	56	75

SMAW E7018 DIA 5.0MM X 450MM (BHEL) (50000 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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Technical Specifications	Buyer Specification Document Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting	Address	Delivery Schedule (In number of days from
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	Officer		contract start days)		
1	Subathradevi Jagan	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	Quantity	Delivery to start after	Delivery to be completed by
			10000	1	28
			10000	28	56
			30000	56	75

Bid Specific Additional Terms and Conditions

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% 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.
2. Preference to Make In India products (For bids less than 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 50%. 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. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
3. 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.
4. 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.
5. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
6. To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): BHEL ISSUED CERTIFICATE FOR PERMANENT REGISTRATION (FOR THIS PRODUCT).
7. Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. 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. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
8. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address WARD-10 BOILER PROJECT BHEL HPBP TRICHY 620014.
9. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
10. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 1 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
11. 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 %.
12. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
13. Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 1 year before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

14. For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.
15. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
16. **Shelf Life:** The Product to be supplied must have minimum 1 Shelf Life. On the date of supply, minimum 15.03.2022 usable shelf life should be available / balance.
- 17.1. 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.
18. The seller is required to print logo as per buyer's requirement.
19. 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.
20. 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.
21. **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): AS PER WCPI
Post Receipt Inspection at consignee site before acceptance of stores: BUYER
22. Scope of supply (Bid price to include all cost components) : Only supply of Goods

[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---