Bid Number: GEM/2021/B/1144400
Dated: 27-03-2021

Bid Document

Bid Details	
Bid End Date/Time	17-04-2021 17:00:00
Bid Opening Date/Time	17-04-2021 17:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	65 (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	10020009-cffp Haridwar
Total Quantity	1
Item Category	Direct Reading Spark type PMT Based Spectrometer
Minimum Average Annual Turnover of the Bidder	30 Lakh (s)
MSE Exemption for Turnover	Yes
Startup Exemption for Turnover	Yes
Document required from seller	Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (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
Time allowed for Technical Clarifications during technical evaluation	3 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	1.35
EMD Amount	150073

ePBG Detail

Required	No

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

Beneficiary:
Manager
10020009-CFFP Haridwar, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Manoj Kumar Yadava)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes

MSE Purchase Preference

MSE Purchase Preference	Yes

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. 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.
5. 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.

Direct Reading Spark Type PMT Based Spectrometer (1 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded

Technical Specifications

Buyer Specification Document	Download

Additional Specification Documents

DrawingDocument1	View
DrawingDocument2	View

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Pramod Kumar Mishra	249403,Central Foundry Forge Plant, BHEL, Ranipur, Haridwar	1	120

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	SPECIFICATION View	Direct Reading Spark type (PMT Based) Spectrometer	Direct Reading Spark Type PMT Based Spectrometer(1)

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 Additional Terms and Conditions

1.Buyer Added Bid Specific Additional Terms and Conditions

<u>Pre- Qualification Criteria (PQC) for Optical Emission Spectrometer (PQC)</u>

1) Bidder should have supplied and commissioned at least two similar instrument with nitrogen channel, analysing low alloy steel & high alloy steel in the last five years (from the data of opening of tender) to any organization in India and such instrument has been presently working satisfactory for more than one year after commissioning (On the data of opening of tender) and have performance Certificate of the same from the above mentioned customers.

2) Indian Bidder being a joint Venture/Collaborator of QEM, having a valid Technical Collaboration or Licensing agreement (for Manufacturing, testing and supply of such equipment in India), with a Qualified Equipment Manufacturer (QEM) who meets the requirements stipulated at clause 1 above, can quote for the tender and shall be considered qualified. Collaboration agreement/JV agreement shall be valid for at least 3 years from the date of tender opening.

3) Bidders who do not fall under any of the above clause 1) & 2) and who are starts ups or of a micro/small industry as per MSME act as amended from time to time, they can bid without any prior experience provided they have technical capabilities to meet our specification requirement. Bidder need to submit documents in support of their capability for manufacturing optical emission spectrometer as per technical specification duly assessed by third party inspection agency LRA/BVIS/TUV/DNV

4) ALL Bidder must have min. 20% local content for the above item.

5) Average Turnover of last 3 years, for Bidder should not be less than INR 30 lakhs and company's net worth should be positive as per the latest balance sheet (2019-20). Vendor has to submit latest audited financial statement/ balance sheet of last 3 years i.e. 2017-18, 2018-19 & 2019-20

M MSME/STARTUPS vendors may be exempted from Turnover requirement.

6. The following information should be submitted by Bidder about the company (s) where similar instruments have been supplied.

a) Complete postal address of the customer.

b) Month & year of commissioning.

c) Broad specification of the instrument(s).

d) Name and designation of the contact person of the customer.

e) Phone, FAX no. and e-mail address of the contact person of the customer.

7. Supplier should be either manufacturer of instruments or authorized dealer of OEM, having authorization letter. Supporting documents to be submitted.

8. Bidder should be capable to provide spares and accessories for smooth functioning of the equipment in future at least for 10 years after commissioning of the supplied equipment.

9. Bidder should be capability for providing after sales maintenance and services. Vendor should be capable to provide services for breakdown within 2 working days of information.

10. Bidder should be capable to take Annual Maintenance Contract (AMC) of this equipment for ten yrs. after warranty period, if BHEL required.

Note: All the document & correspondence will be in English language only.

Commercial Terms:

1. Payment Terms: 80% payment of Supply value plus 100% Taxes & Duties (subject to checking / confirmation from GSTN portal) shall be made through epayment within 45 days from the date of receipt of material at CFFP / BHEL. Balance 20% of Supply value and 100 % erection & commissioning charges will be paid after commissioning of equipment and on receipt of Performance Bank Guarantee (PBG) valid for 30 days beyond the warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total purchase order (P O) value in the prescribed Format. The PBG confirmation charges shall be borne by vendor.

Note : Any deviation, in Payment Terms by bidder w.r.t. tender conditions following loading shall be applicable:

Base rate of SBI (as applicable on the date of bid opening: Techno commercial bid opening in case of two part bids) + 6 %, shall be considered for loading for the period of relaxation sought by bidders.

2. Contract Execution Bank Guarantee (CEBG) : Vendor has to submit Contract Execution Bank Guarantee for 10% of the total PO value (total PO value = supply value + E&C charges) in the currency of order within 30 days from the date of purchase order in the form of Bank Guarantee in BHEL format from BHEL consortium bank or from a reputed bank and confirmed by any consortium bank of BHEL valid up to 30 days from the date of commissioning of equipment at CFFP / BHEL.

If the supplier fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel PO & forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with BHEL’s extant guidelines for Suspension of Business dealings with Suppliers.

3. Pre dispatch inspection (PDI): Suppliers should give Pre-Dispatch Inspection (PDI) call (for readiness of equipment) at least 15 days in advance. If supplier fails to give pre-inspection call with in stipulated time, this will not be a reason of penalty waiver or delivery extension.

However Final inspection will be done after receipt of equipment at CFFP, BHEL, Haridwar.

Note : Travel, Lodging & Boarding charges of BHEL inspectors / trainees during pre-dispatch inspection and training will be borne by BHEL.

4. Delivery Term: FOR Destination basis, destination being Stores/CFFP/BHEL Haridwar.

Quoted rate should be inclusive of the charges like freight, insurance, packing & forwarding etc. for the delivery term given above or else proper loading shall be done.

5. Delivery of material: Within 4 months from the date of Purchase order (Including Pre Dispatch Inspection).

6. Readiness of site by CFFP for E&C : Within 21 days after receipt of complete materials at CFFP.

7. Erection & Commissioning period for supplier :- 21 days from date of handing over site by CFFP to supplier for start of E&C work.

8.E&C value should be considered minimum 5.0 % of basic Equipment cost & accordingly supply value will be adjusted from that quoted value.

9. PBG terms: Submission of Performance Bank Guarantee (PBG) by Supplier in the prescribed Format, valid for 30 days beyond the warranty period, from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by Consortium Bank of BHEL for 10% of total PO value. The PBG confirmation charges shall be borne

by vendor.

10. Penalty for delay in Supply and Erection and Commissioning (E&C) : Penalty on delay in ‘Supply’ and/or ‘E&C’ will be applicable to the delays attributed to vendor. Penalty will be considered separately for ‘Supply’ and ‘E&C’.

- The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (supply + E&C) subject to a maximum of 10% of total PO value.

- The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply +E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).

- Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).

- For calculating Late Delivery penalty delivery date shall be considered as per following:

Delivery FOR Destination:- Date of receipt at BHEL Hardwar.

Note :

- In case any bidder is not accepting the above penalty for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.

- In case, any shortage is noticed viz-a-viz PO requirement in the main equipment /spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier.

11. Settlement of Disputes: The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction.

12. Instrument shall be guaranteed for good working for at least 24 months from the date of acceptance/commissioning of the equipment at CFFP, BHEL. Haridwar, as per clause 12.0 of tender specification no.-CFF/SMS/ 2017/00 Dt 23/12/2020 Rev 01.

13.a) Intending vendor must submit/deposit the requisite EMD of Rs 150000/-(Rupees

One Lakh Fifty Thousand Only) in the form of Cash (as permissible under Income Tax Act) /Pay order/ Demand draft/ e-payment only (cheque/ Bank Guarantee are not acceptable) while submitting the tender documents as detailed in "Instruction to Bidders".

13.b) Supplier must enclosed scanned copy of (Cash receipt/Pay order/Demand Draft or E-payment transaction detail) submitted as EMD drawn in favour of CFFP/BHEL Haridwar, at e-procurement portal with their offer and hard copy of Cash receipt/Pay order/Demand Draft or E-payment transaction detail shall be submitted by vendor to CFFP,BHEL Haridwar, before techno-commercial bid (part -1 bid) tender opening date. Bank Details for online submission of EMD is as below:

Bank: STATE BANK OF INDIA, RANIPUR BRANCH, HARIDWAR,

Beneficiary Name: Bharat Heavy Electricals Ltd.

Bank Account No. 10667995469

Account Type. CURRENT ACCOUNT

Bank's Branch Code: 00586

Bank's IFSC Code: SBIN0000586

Bank MICR Code: 249002005

13 c) All Central/State-PSUs/Govt. departments/Micro and Small Enterprises are exempted from submission of EMD.

13d) EMD by the Tenderer will be forfeited if, the successful bidder/vendor refuses to honour the order after award of the same on him and /or withdraws his bid and/or unilaterally changes the offer and/ or any of its terms & conditions within the validity period.

13e) EMD given by all unsuccessful Tenderers shall be refunded on acceptance of award / LOI / PO by successful Tenderer. The EMD of successsful bidder shall be returned after acceptance of Purchase Order & after submission of Contract execution bank Guarantee (CEBG).

13f) EMD shall not carry any interest.

14.**Submission of Bank Guarantee:**

Submission of Bank Guarantee: All bank guarantees i.e CEBGs as well as performance bank guarantee (PBG) etc. should be from one of the BHEL consortium banks (Annexure-III) and the bank guarantees should be in the proforma as prescribed by BHEL (Annexure-II). BGs shall be from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by any Consortium Bank of BHEL. All bank charges on account of issuance and confirmation of CEBGs / PBGs whether incurred in India or outside India will have to be borne by the vendor.

15. BHEL reserves the right to cancel the tender at any stage without issuing any reason for the same .

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---