

## Bid Document

| Bid Details                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Bid End Date/Time</b>                                                     | 20-11-2021 19:00:00                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Bid Opening Date/Time</b>                                                 | 20-11-2021 19:30:00                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Bid Life Cycle (From Publish Date)</b>                                    | 90 (Days)                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Bid Offer Validity (From End Date)</b>                                    | 80 (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>                                                           | 10210015-pser                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Total Quantity</b>                                                        | 50000                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Item Category</b>                                                         | Sulphuric acid (98% concentration, Technical Grade) as per IS: 266-1993 (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>                                         | Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC)<br>*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>                                                 | H1-Highest Priced Bid Elimination                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Time allowed for Technical Clarifications during technical evaluation</b> | 2 Days                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Evaluation Method</b>                                                     | Total value wise evaluation                                                                                                                                                                                                                                                                                                                                                                       |

### EMD Detail

|          |    |
|----------|----|
| Required | No |
|----------|----|

### ePBG Detail

|          |    |
|----------|----|
| Required | No |
|----------|----|

## Splitting

Bid splitting not applied.

## MII Purchase Preference

|                        |     |
|------------------------|-----|
| MI Purchase Preference | Yes |
|------------------------|-----|

## MSE Purchase Preference

|                         |     |
|-------------------------|-----|
| MSE Purchase Preference | Yes |
|-------------------------|-----|

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. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

## Sulphuric Acid (98% Concentration, Technical Grade) As Per IS: 266-1993 ( 50000 kilogram )

(Minimum 50% Local content required for MII compliance)

|            |           |
|------------|-----------|
| Brand Type | Unbranded |
|------------|-----------|

## Technical Specifications

**Consignees/Reporting Officer and Quantity**

| S.No. | Consignee/Reporting Officer | Address                                                                                                                        | Delivery Schedule (In number of days from contract start days) |                         |                             |
|-------|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|-------------------------|-----------------------------|
| 1     | Biranchi Narayan Dash       | 769011,BHEL SITE OFFICE (1 x 250MW NSPCL ROURKELA TPP-III) ROURKELA STEEL PLANT, ROURKELA, DIST-SUNDARGARH, ODISHA, PIN-769011 | Quantity                                                       | Delivery to start after | Delivery to be completed by |
|       |                             |                                                                                                                                | 25000                                                          | 7                       | 22                          |
|       |                             |                                                                                                                                | 25000                                                          | 105                     | 120                         |

**Buyer Added Bid Specific Terms and Conditions****1. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

-

**A. PRE-QUALIFICATION CRITERIA**

- a) Bidder should have Average Minimum Annual Financial Turnover of Rs. 2.325 lakh during the last three consecutive financial years, ending on 31st March'21. Audited Balance Sheet and Profit & Loss account of the company for the above mentioned financial years, need to be submitted in support of the same.

In case Audited Balance Sheet and Profit & Loss account has not been submitted for all the three years as indicated above, then the applicable financial audited statements submitted by the bidders against the requisite 3 (three) years, will be averaged for 3 (three) years.

If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by the Chartered Accountant.

- b) The bidder should have supplied atleast 15MT Sulphuric Acid to any GOVT/PSU/Reputed Organisations in last three (3) years ending on the latest due date of submission of offer. Relevant documents in support of the above needs to be submitted.

- c) Bidders should have valid PAN (Permanent Account No.). Relevant document in support of the above needs to be submitted.

**General Note:**

- i. In case the job is under execution/ ongoing job, the value of executed portion of the job shall atleast correspond to the respective values specified above, even if the contract has not been

completed or closed.

ii. After satisfactory fulfilment of the above criteria, offer shall be considered for further evaluation & participation as per NIT & all other terms of tender.

iii. The supplied quantity may be considered against Single/Multiple Purchase Order to meet the above PQ requirement.

iv. Consortium/JV bidding is not allowed.

B. The scope of unloading is excluded from the scope of seller for this GeM bid.

C. Vendor has to submit – Guarantee Certificate, Test Certificate and Warrantee Certificate during Supply.

D. Material shall be tested at a lab recommended by BHEL/Customer or consultant before dispatch. Sample collection for the same may be done in presence of Customer/BHEL. However, the concentration of all chemicals shall again be verified at site. In case concentration/quantity found lower/less as per the requirement, the successful bidder to replace the same within 05 days failing which BHEL reserves the right to procure the same at the risk & cost of successful bidder.

E. The staggered delivery schedule in this GeM bid is tentative, Actual delivery period for each lot will be considered from date of MDCC.

F. Dispatch is to be made on written confirmation and against Material Dispatch Clearance Certificate (MDCC) from BHEL-PMX/ SITE. Supply of the Chemicals at site is to be completed within 15 days of issue of MDCC. Material to be dispatched only after issuance of MDCC by BHEL. Supply may be done on staggered basis as per the Tentative Delivery Schedule.

G. Entire quantity of Sulphuric Acid is to be supplied through tanker along with unloading pump, hose and other necessary accessories on returnable basis.

H. Terms of Payment:

1. 100% FOR price excluding GST shall be released within 10 days after receipt & acceptance of materials at site and on submission of GST invoice along with material receipted challan. For payment vendor shall submit Original Invoice along with receipted delivery challan to Purchase Dept, BHEL, PSER, KOLKATA.

2. GST portion of invoice shall be released only upon:-

(i) such invoice appearing in GSTR-2A of BHEL on filing of valid returns by vendor as per GST law within timeline prescribed for availing ITC by BHEL, and

(ii) Receipt of goods / services and Tax invoice by BHEL, and

(iii) Confirmation of payment of GST thereon by vendor on GSTN portal.

I. Taxes & Duties

1.1 The contractor shall pay all taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit. However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.

## 1.2 GST (Goods and Services Tax)

1.2.1 GST as applicable on output supply (goods/services) are include in contractor's/supplier's scope; therefore, contractor's/supplier's price/ rates shall be inclusive of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.

1.2.2 Contractor has to submit GST registration certificate of the concerned state.

Contractor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.

1.2.3 TDS as applicable under GST law shall be deducted from contractor's bill.

1.2.4 Contractor shall comply with the provisions of e-way bill wherever applicable.

Further wherever provisions of GST Act permits, all three-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.

1.2.5 In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the contractor.

1.2.6 In case the vendor is not required to prepare invoice in terms of Rule 48(4), a declaration regarding the same to be submitted along with the invoice.

1.3 Income Tax: TDS U/S 194Q as applicable under Income Tax Act, 1961 or rules made there under shall be deducted from contractor's bill.

.

## 2. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

## 3. **Generic**

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.

## 4. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address Construction Manager, BHEL site office, NTPC SAIL Power Company Pvt. Ltd. (NSPCL), PP-II Expansion (1x250MW), RSP Complex, DIST- SUNDARGARH, PIN-769011, ODISHA, INDIA.

## 5. **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 %.

## 6. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

## 7. **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.

## 8. **Generic**

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.

#### 9. **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.

#### 10. **Generic**

**Shelf Life:** The Product to be supplied must have minimum 1 year Shelf Life. On the date of supply, minimum 1 year usable shelf life should be available / balance.

#### 11. **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.

#### 12. **Certificates**

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.

#### 13. **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.

## **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---**