

Bid Document

Bid Details	
Bid End Date/Time	04-12-2021 17:00:00
Bid Opening Date/Time	04-12-2021 17:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	80 (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	10250020-pem, Noida
Total Quantity	1
Item Category	BOQ (Q3) (Chemical Dosing System for 2x660MW KHURJA TG
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),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
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Time allowed for Technical Clarifications during technical evaluation	2 Days
Payment Timelines	Payments shall be made to the Seller within 60 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)
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
----------	----

ePBG Detail

Advisory Bank	State Bank of India
---------------	---------------------

ePBG Percentage(%)	5.00
Duration of ePBG required (Months).	26

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

Beneficiary:

BHEL

PEM 10250020-PEM, Noida, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises Account no. – 39922687394, IFSC Code- SBIN0017313, BRANCH- CAG II NEW DELHI (Bhel) (Account No. :39922687394)
(Pem-noida)

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 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 will 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 Make in India 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	Dharm Singh	203131,BHEL Site Office, 2x660MW Khurja STPP Village & Post- Dashera Kherli, Tehsil- Khurja Distt – Bulandshahar State- Uttar Pradesh- 203131	1	999

Buyer Added Bid Specific Terms and Conditions

1. 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 %.

2. Generic

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 technical parameters, the bid is liable for rejection.

3. 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.

4. Scope of Supply

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

5. Inspection

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 ATC): THROUGH BHEL NOMINATED TPIA
Post Receipt Inspection at consignee site before acceptance of stores: NOT APPLICABLE

6. 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.

7. Certificates

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.

8. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

9. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Sl. No.

TERMS & CONDITIONS

1

Terms Of Payment

Payments shall be made to the Seller within 60 days (45 days for seller qualified and registered as Micro or small as per MSMED Act.) 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).

Supplier has to provide Tax invoice, Packing List, LR/RR, CRAC, Insurance intimation, Guarantee Certificate, way bill (as applicable) for payment.

Provision of offline payment in GeM shall be utilized.

2

Terms Of Delivery

As per cl. No. 13 of GTC on GeM. However, loading & Transit insurance shall be in the scope of Seller & unloading of items at delivery point shall be in the scope of BHEL. Bidder to quote prices accordingly.

3

Delivery

Delivery schedule shall be as per Annexure-I.

Delivery period for sake of GeM bid shall be chosen as 999 days (maximum allowable delivery time) from date. However, this period shall not be considered for Delivery and Delay analysis purpose.

For Delivery and delay analysis purpose, delivery schedule mentioned in Annexure-I shall be considered.

4

Liquidated Damage

Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not way of penalty, a sum equivalent to half (½) percent and applicable GST thereon, of the total supply contract price excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total supply contract price excluding GST, if the Seller/ Contractor fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.

5

Guarantee Terms

As per Cl. No. 10 of GTC on GeM for the bid. However, Guarantee & Warranty time period shall be 18 months from the date of last supply in the contract.

6

Quantity Variation

Overall (%) variation in contract values (due to changes in the scope) is 0 %. Variation limit mentioned here shall supersede in conflict.

7

Any other special major condition

1. Material shall be dispatched only after issuance of MDCC by BHEL.
2. Advance intimation of dispatch by bidder shall be given, to PEM and Insurance agency/Site.

8

ADDITIONAL BID TERMS & CONDITIONS

8.1

Integrity Pact is not applicable.

8.2

This is a conditional tender enquiry. Financial bid opening (Part-II) of a bidder shall be subjected to the following

- i) Approval of vendor by end customer i.e. (M/s THDC India Limited)
- ii) Techno-Commercial evaluation by BHEL.
- iii) Qualification of Technical PQR.
- iv) Offered item should mandatorily conform to PP-MII order provisions.

8.3

This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations & Equipments etc.) & hence criteria of prior experience/Turnover shall be same for all the bidders including start-up/MSME.

8.4

Bidders have to note, "For this procurement, the local content to categorize a supplier as a Class I Local Supplier / Class II Local Supplier / Non Local supplier and Purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT. In case subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the I the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT."

8.5

For this procurement, the local content to categorize a supplier as a Class I Local Supplier, is as defined in Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT. In case subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the I the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

Regarding verification of local content, the local supplier at the time of tender, bidding or solicitation shall be required to provide certification as per para 9 of PP-MII order revision dated 16.09.2020.

Following may also pls. be noted by the bidders:

a. Eligibility of Suppliers: Class I Local Supplier (as per para no. 3(a) of Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT)

b. Minimum Local Content required for qualifying a bidder as "Class I Local Supplier": As per para 5 of Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT.

c. **Nature of Package:** Non-Divisible, for PPP-MII provisions.

8.6

Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority such as name & designation of Issuing Authority and its organisation contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.

8.7

Bidders to,

- ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 & Order 11/05/2018-Coord. dt. 23/07/2020, if applicable.
- ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.
- to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.

8.8

The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certificates, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or introduce cartelization in the bidding process. In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guideline.

8.9

Due to COVID-19 pandemic condition prevailing in the country, BHEL/PEM may go for Remote Inspection Offered items, if required. Vendors are requested to be equipped with the facilities/gadgets as indicated in guidelines attached to take up the inspection REMOTELY.

Inspection call to be raised by bidder on BHEL CQIR portal (details shall be shared at the time of execution of order) and Inspection agency shall attend at the inspection within seven (07) days of the date on which the material is notified as being ready. In case of delay in witnessing of inspection beyond stipulated time (i.e. 7 days from the date on which the material is notified as being ready), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in carrying out inspection. If BHEL is not able to witness inspection up to 15 days then in addition to delay beyond stipulated period, extension in delivery time of 7 days for arranging fresh inspection will be given.

When the tests have been satisfactorily completed at Seller/ Contractor's works, the Inspection Agency shall issue an inspection report that effect within seven (07) days after completion of the tests, but if the tests were not witnessed by the Inspection Agency or his representative, the material acceptance report would be issued within seven (07) days after receipt of the test certificates by the Purchaser.

Purchaser will issue MDCC to the Seller/ Contractor within 7 days based on inspection report/ certificates/Certificate of Conformance as applicable. In case of delay in issuance of MDCC beyond 7 days beyond stipulated time (i.e. from the date of successful inspection report), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in issuing MDCC. If BHEL is not able to issue MDCC up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall be given to vendor to facilitate the vendor for arranging logistics arrangements.

8.10

"Bidders to mention freight/GST percentage for all the items as part of un-priced bid to be submitted along with their Techno-Commercial offer. However, negotiation/RA shall be on Total Evaluation (FOR as per GeM) price only as per GeM logic. Bidders to provide detailed break-up of quoted price in Ex-works, freight & components prior to Order Placement."

8.11

Evaluation shall be on the basis of total all inclusive, landed price at consignee's destination (Refer clause no. 6 of GTC on GeM).

8.12

Bidder has to provide the details as per TECHNICAL PQR (part of Technical Specification ref. no. PE-TS-475-1/A001 in its offer and has to note that bids of only those bidders shall be evaluated who meet the Technical Qualifying requirements. Above terms for PQR shall prevail in conflict (if any).

8.13

Consignee Details (for PRC - Provisional Receipt Certificate & CRAC - Consignee's Receipt cum Acceptance Certificate, as applicable) shall be as per Project Site official details. Consignee details of project considered mentioned in NIT document for ready reference.

8.14

Applicability of Risk Purchase clause shall be as per Annexure A.

8.15

All other terms & conditions shall be as per GeM bid, selected Additional Terms & Conditions from GeM library and GTC on GeM version available on GeM Portal as on enquiry floating date.

Annexure-I: Delivery Schedule of CHEMICAL DOSING SYSTEM **Khurja TG**

Main supply alongwith Commissioning spares: Within Six (06) months from date of CAT-1 approval Primary drawing/documents, subjected to drawing/document submission/re-submission schedule stipulated, in case of any delay in submission/re-submission of Primary drawing/documents, then same shall be reduced from the given delivery period. Delay in BHEL's comments/approval beyond 18 days shall also be considered for delay analysis. If there is delay from buyer side in approval of drawing - the delivery period shall be refixed without LD for the period of delay in approval of Drawing. Only primary documents shall be considered for refixation of delivery.

R-0 within 14 days from PO & subsequent revisions incorporating all the BHEL comments within 10 days of comments received from BHEL. BHEL shall furnish comments / approval on each submission within 18 days from receipt.

SI no.	BHEL Drawing No	Drawing Title	Primary/ Secondary	Drg Sch for Vendors
1	PE-V0-475-154-A001	P&ID for chemical dosing system	Primary	R-0 within 14 days from PO & subsequent revisions within 10 days of comments received from BHEL. BHEL shall furnish comments / approval on each submission within 18 days from receipt.
2	PE-V0-475-154-A002	GA and foundation details for chemical dosing system	Primary	
3	PE-V0-475-154-A003	QAP for chemical dosing system	Primary	
4	PE-V0-475-154-A004	TDS for chemical dosing system	Primary	R-0 within 28 days from PO & subsequent revisions within 10 days of comments received from BHEL. BHEL shall furnish comments / approval on each submission within 18 days from receipt.
5	PE-V0-475-154-A005	LCP for chemical dosing system	Primary	
6	PE-V0-475-154-A006	O& M Manual	Secondary	within 30 days of issuance of MDCC

Mandatory Spares: Supply within four (4) months from manufacturing clearance by BHEL. Separate dispatch / manufacturing clearance shall be issued for same.

Notes:

A. The end period specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.

B. The delivery conditions specified are for contractual LD purposes, however BHEL may ask for early deliveries without any compensation thereof.

C. Wherever schedule of drawings/documents submission / re-submission is stipulated in the Technical Specifications, same shall be superseded by delivery specified in NIT.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority

Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, 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---