

Bid Document

Bid Details	
Bid End Date/Time	07-02-2022 14:00:00
Bid Opening Date/Time	07-02-2022 14:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	70 (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	488000
Item Category	Alkaline Phenol Formaldehyde Resin As per BHEL Specification: FF06025 R05 (Q3) , Catalyst for Alkaline Phenol Formaldehyde Resin As per BHEL Specification: FF06025 R05 (Q3)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Bid to RA enabled	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Primary product category	Alkaline Phenol Formaldehyde Resin As per BHEL Specification: FF06025 R05
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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Splitting

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	2

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. Bid Splitting: Bid quantity will be split amongst number of sellers as indicated above, as per bid splitting criteria given above. L1 would be awarded contract for quantity as indicated in the bid splitting clause above. For the rest of the bid quantity, the L-1 rates / lowest accepted rate will be counter offered to the other higher quoting bidder(s) for price matching. On acceptance of the counter offer, the order will be placed on next higher quoting bidder(s) for the respective quantity as per splitting criteria. In case of non-acceptance of the counter offer by some of the next higher quoting bidder(s), left over quantity would be allocated to next higher quoting bidders. In case counter offered rates are not accepted by any of the subsequent bidders, the left over quantity will be divided between bidders who have accepted the rates in the ratio of their originally allocated quantities subject to their confirmation and subject to quoted quantity limit and after getting consent on mutually agreed delivery schedule for the additional quantity.

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.

Alkaline Phenol Formaldehyde Resin As Per BHEL Specification: FF06025 R05 (40000 kilogram)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Whether Price variation applicable?	Price Variation Clause	Price variation clause document
Yes		16430197661.pdf

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Additional Specification Documents

DrawingDocument1	View
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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)		
			Quantity	Delivery to start after	Delivery to be completed by
1	Pramod Kumar Mishra	249403,Central Foundry Forge Plant, BHEL, Ranipur, Haridwar	50000	15	30
			50000	30	90
			50000	90	120
			50000	120	150
			50000	150	180
			50000	180	210
			50000	210	240
			50000	240	300

Catalyst For Alkaline Phenol Formaldehyde Resin As Per BHEL Specification: FF06025 R05 (88000 kilogram)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Additional Specification Documents

DrawingDocument1	View
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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)		
			Quantity	Delivery to start after	Delivery to be completed by
1	Pramod Kumar Mishra	249403,Central Foundry Forge Plant, BHEL, Ranipur, Haridwar	11000	15	30
			11000	30	90
			11000	90	120
			11000	120	150
			11000	150	180
			11000	180	210
			11000	210	240
			11000	240	300

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	PQC View	PLEASE SUBMIT PQC documents alongwith offer	Alkaline Phenol Formaldehyde Resin As Per BHEL Specification: FF06025 R05(400000)

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**

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**

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](#)

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**

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.

5. **Generic**

Shelf Life: The Product to be supplied must have minimum 8 weeks Shelf Life. On the date of supply, minimum lot wise usable shelf life should be available / balance.

6. **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.

7. **Generic**

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

8. **Scope of Supply**

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

9. **Warranty**

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.

10. **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.

11. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Price Variation clause: The price offered for Resin shall be with the following PVC clause. The price of the catalyst shall be firm for the order. PVC clause for Resin Only: - for every one rupees of part there of increase/decrease on the price of phenol/per kg, the basic rate of resin shall be increased/decreased by Rs. 0.30 per kg or part thereof. increase/ decrease in the price of resin shall be operated on the basis of documentary evidence (Price Published by M/s SI Group Limited (formerly Scheerctady Herdillia Ltd). The price as displayed on last day of the preceding month of the supply date will form the basis of increase/ decrease in the price of Resin. The latest price of phenol available as on last day of the preceding month of the tender opening shall be taken as base price of phenol for the tender.

2. Quantity Variation shall be $\pm 5\%$ for both the items.

3. PAYMENT TERMS: (Standard payment term is: 100% within 45 days after receipt subject to acceptance of material at CFFP / BHEL, Haridwar through e-payment.

4. Vendor who are not registered for this product in CFFP or who have not supplied this material to CFFP in last 5 years from tender opening date, should submit a sample of 10Kg resin and 3Kg catalyst, free of cost, along with their technical bid during tender enquiry stage. Laboratory test shall be done based on clauses 4.1,4.2, 5.1 & 5.3.1 of specification FF06025 R05. Offers of those vendors shall be considered technically acceptable if they confirm all conditions of this specification and the lab results are in conformance to values as stated in this specification. New vendor should submit the sample within 7 days from the date of Tender opening.

5. In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies/defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.

6. Delivery Schedule's) **On intimation:** The supply intimation will be given to vendor through email. The vendor has to supply the material within the 10 days of the intimation or the supply date mentioned in the intimation whichever is earlier. OR b). Delivery may also be mentioned in the purchase order for the whole quantity during release of PO.

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---