

Bid Document

Bid Details	
Bid End Date/Time	21-02-2022 13:00:00
Bid Opening Date/Time	21-02-2022 13:30:00
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	10090001-edn Bangalore
Total Quantity	59230
Item Category	PR0810000164 - Impulse Pipe as per ASTM A106 Gr C 1/2 NB SCH 160 (Q3) , PR0810000172 - Impulse Pipe as per ASTM A106 Gr C 1/2" NB SCH 80 (Q3) , PR0810000180 - Impulse Pipe as per ASTM A106 Gr C 3/4" NB SCH 80 (Q3)
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),OEM Authorization Certificate,Additional Doc 1 (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
ITC available to buyer	Yes
Primary product category	PR0810000180 - Impulse Pipe as per ASTM A106 Gr C 3/4" NB SCH 80
Time allowed for Technical Clarifications during technical evaluation	2 Days
Payment Timelines	Payments shall be made to the Seller within 45 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
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ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	No
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Details of the Competent Authority for MII

Name of Competent Authority	GOVINDARANI KOKILA B
Designation of Competent Authority	DGM
Office / Department / Division of Competent Authority	
CA Approval Number	
Competent Authority Approval Date	05-02-2022
Brief Description of the Approval Granted by Competent Authority	Eligibility of non-local offers mentioned in approved note.

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

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) (can also be used in Bids < 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): 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.

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 100%(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.

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.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
16-02-2022 13:00:00	All pre-bid clarifications with regard to the tender shall be addressed within pre-bid interaction date & time mentioned in tender to the purchase officers, whose email IDs are given below: poojavrao@bhel.in or vijaykumarym@bhel.in

PR0810000164 - Impulse Pipe As Per ASTM A106 Gr C 1/2 NB SCH 160 (4705 meter)

(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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Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable
100%	NA	No

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	BHEL SITE OFFICE, PATRATU STPP 3X800 MW	829119,PATRATU VIDYUT UTPADAN NIGAM LIMITED, PATRATU, RAMGARH, Jharkhand. Pincode: 829119	1635	2	109
			1535	218	325
			1535	310	417

PR0810000172 - Impulse Pipe As Per ASTM A106 Gr C 1/2" NB SCH 80 (28510 meter)

(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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Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable
100%	NA	No

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)
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S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
1	BHEL SITE OFFICE, PATRATU STPP 3X800 MW	829119,PATRATU VIDYUT UTPADAN NIGAM LIMITED, PATRATU, RAMGARH, Jharkhand. Pincode: 829119	Quantity	Delivery to start after	Delivery to be completed by
			11650	2	109
			8430	218	325
			8430	310	417

PR0810000180 - Impulse Pipe As Per ASTM A106 Gr C 3/4" NB SCH 80 (26015 meter)
(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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Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable
100%	NA	No

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
1	BHEL SITE OFFICE, PATRATU STPP 3X800 MW	829119,PATRATU VIDYUT UTPADAN NIGAM LIMITED, PATRATU, RAMGARH, Jharkhand. Pincode: 829119	Quantity	Delivery to start after	Delivery to be completed by
			8845	2	109
			8585	218	325
			8585	310	417

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**

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. **Generic**

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.

5. **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.

6. **Scope of Supply**

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

7. **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.

8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

a. Buyer shall issue **Manufacturing Clearance** within 2 days for Unit-1, 218 days for Unit-2 and 310 days for Unit-3. Seller shall be required to ensure supply as per Purchase Order received from Buyer. If there is delay from buyer side in issuing Manufacturing Clearance, the delivery period shall be refixed without LD for the period of delay in issuing Manufacturing Clearance.

b. **Warranty period** of the supplied products shall be 18 months from the date of final acceptance of goods 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.

c. **Unloading** of material at consignee location is in the scope of BHEL.

d. **Integrity Pact (IP):**

i. IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors

are handled in a fair, transparent and corruption free manner.

Following independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

1. Shri Arun Chandra Verma, IPS (Retd.)

Email: acverma1@gmail.com

2. Shri Virendra Bahadur Singh, IPS (Retd.)

Email: vbsinghips@gmail.com

ii) The IP as enclosed with the tender is to be submitted (duly signed by authorized authority) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

iii) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s).

All correspondence with the IEM/s shall be done through email only.

Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials - poojavrao@bhel.in or vijaykumarym@bhel.in

e. Pre-dispatch inspection at Seller premises: Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. For in-house testing, the Sellers will provide necessary facilities free of cost.

Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and

Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment.

While bidding, the sellers should take into account 07 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 07 days shall be on the part of the buyer and shall be regularized without Liquidated Damages.

f. Project specific conditions:

1. Packing:

1. For non-hazardous items, wooden packing shall be strong and efficient enough to ensure safe preservation without moisture ingress upto the final point of destination.

2. For hazardous/dangerous items, packing as specified in the applicable international regulations/standards.

3. Unit 1, 2 and 3 materials should be packed separately. Common consumables, if any for Unit 1, 2 and 3 should also be packed separately.

4. Labels should be put on the packages to identify unit wise materials

5. One copy of packing list should be kept inside the boxes and one copy should be pasted outside the boxes.

2. Dispatch documents:

Net weight and Gross weight should be mentioned in dispatch documents. Vendors should submit the

original LR and Detailed packing list to BHEL within a week after dispatch without fail. Delay in this regard will not be acceptable.

g. **Regret letter** (e-mail also acceptable) indicating reasons for not quoting must be submitted without fail, in case of non-participation in this tender.

h. Please submit your offer with **applicable MII/MSE purchase preference** while submitting offer/creation of catalogue in GeM. Any claim at later stage is not permissible in GeM portal.

i. 'MII purchase preference - No' in bidding document implies that '**Non-local offers** i.e. other than Class-I offer & Class-II offer are also acceptable for this RFQ. However, purchase preference will be provided to Class-I offer only based on Government guidelines.'

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---