

### Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	10-05-2022 15:00:00
<b>Bid Opening Date/Time</b>	10-05-2022 15:30:00
<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>	10130010-hpep Hyderabad
<b>Total Quantity</b>	10
<b>Item Category</b>	BA9789097000-MILL CIRCUIT TANK WITH AGITATOR ASSY , BA9789097026-IMPELLER ASSEMBLY , BA9789097034-BEARINGS , BA9789097042-SHAFT ASSEMBLY , BA9789097050-SHAFT SEAL , BA9789097069-GEAR BOX , BA9789097077-COMPLETE AGITATOR ASSEMBLY , SUPERVISION OF EC CHARGES
<b>BOQ Title</b>	MILL CIRCUIT TANK WITH AGITATOR ASSEMBLY
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	15 Lakh (s)
<b>OEM Average Turnover (Last 3 Years)</b>	60 Lakh (s)
<b>Years of Past Experience Required for same/similar service</b>	1 Year (s)
<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>	Experience Criteria,Past Performance,Bidder Turnover,OEM Authorization Certificate,OEM Annual Turnover,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
<b>Past Performance</b>	20 %
<b>Bid to RA enabled</b>	No
<b>Primary product category</b>	BA9789097000-MILL CIRCUIT TANK WITH AGITATOR ASSY
<b>Time allowed for Technical Clarifications during technical evaluation</b>	3 Days

**Bid Details**

<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>75</b> 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)
<b>Evaluation Method</b>	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.

**MSE Purchase Preference**

MSE Purchase Preference	No
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**Details of the Competent Authority for MSE**

Name of Competent Authority	UPENDRA DEEP
Designation of Competent Authority	AGM/PULV/PUR
Office / Department / Division of Competent Authority	PURCHASE/PULV
CA Approval Number	
Competent Authority Approval Date	30-04-2022
Brief Description of the Approval Granted by Competent Authority	Approved obtained for MII and MSE exemption as it a BoQ tender with total value wise evaluation.

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

**MII Purchase Preference**

MII Purchase Preference	No
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**Details of the Competent Authority for MII**

Name of Competent Authority	UPENDRA DEEP
Designation of Competent Authority	AGM/PULV/PUR
Office / Department / Division of Competent Authority	PURCHASE/PULV

CA Approval Number	
Competent Authority Approval Date	30-04-2022
Brief Description of the Approval Granted by Competent Authority	Approved obtained for MII and MSE exemption as it a BoQ tender with total value wise evaluation.

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

1. 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.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated 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 OEM 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. 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.
5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 20% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

### **BA9789097000-MILL CIRCUIT TANK WITH AGITATOR ASSY**

Brand Type	Unbranded
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#### **Technical Specifications**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

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	Shanmugam Ambalavanan	628004,2 X 500 MW NTPL Tuticorin FGD site Harbour Estate Tuticorin Beach Road Salt Pans, Thoothukudi, Tamil Nadu 628004	2	180

**BA9789097026-IMPELLER ASSEMBLY**

Brand Type	Unbranded
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**Technical Specifications**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

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	Shanmugam Ambalavanan	628004,2 X 500 MW NTPL Tuticorin FGD site Harbour Estate Tuticorin Beach Road Salt Pans, Thoothukudi, Tamil Nadu 628004	1	365

**BA9789097034-BEARINGS**

Brand Type	Unbranded
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**Technical Specifications**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

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	Shanmugam Ambalavanan	628004,2 X 500 MW NTPL Tuticorin FGD site Harbour Estate Tuticorin Beach Road Salt Pans, Thoothukudi, Tamil Nadu 628004	2	365

#### BA9789097042-SHAFT ASSEMBLY

Brand Type	Unbranded
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#### Technical Specifications

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

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	Shanmugam Ambalavanan	628004,2 X 500 MW NTPL Tuticorin FGD site Harbour Estate Tuticorin Beach Road Salt Pans, Thoothukudi, Tamil Nadu 628004	1	365

#### BA9789097050-SHAFT SEAL

Brand Type	Unbranded
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**Technical Specifications**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

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	Shanmugam Ambalavanan	628004,2 X 500 MW NTPL Tuticorin FGD site Harbour Estate Tuticorin Beach Road Salt Pans, Thoothukudi, Tamil Nadu 628004	1	365

**BA9789097069-GEAR BOX**

Brand Type	Unbranded
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**Technical Specifications**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

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
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S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Shanmugam Ambalavanan	628004,2 X 500 MW NTPL Tuticorin FGD site Harbour Estate Tuticorin Beach Road Salt Pans, Thoothukudi, Tamil Nadu 628004	1	365

### BA9789097077-COMplete AGITATOR ASSEMBLY

Brand Type	Unbranded
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#### Technical Specifications

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

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	Shanmugam Ambalavanan	628004,2 X 500 MW NTPL Tuticorin FGD site Harbour Estate Tuticorin Beach Road Salt Pans, Thoothukudi, Tamil Nadu 628004	1	365

### SUPERVISION OF EC CHARGES

Brand Type	Unbranded
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#### Technical Specifications

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

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	Shanmugam Ambalavanan	628004,2 X 500 MW NTPL Tuticorin FGD site Harbour Estate Tuticorin Beach Road Salt Pans, Thoothukudi, Tamil Nadu 628004	1	365

### Buyer Added Bid Specific Terms and Conditions

#### 1. Generic

After award of contract - Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 21 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 21 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. 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.

#### 2. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

#### 3. Generic

Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

#### 4. 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 %.

#### 5. 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.

#### 6. Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope

of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

#### 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. **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.

#### 9. **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 in ATC): BHEL/BHEL TPI  
Post Receipt Inspection at consignee site before acceptance of stores: BHEL SITE

#### 10. **Inspection**

**Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):** 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. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. 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 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

#### 11. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

#### 12. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

##### **a. Price component:**

The price to be quoted on lumpsum basis including main equipment + mandatory spares + supervision of erection and commissioning.

Price to be quoted in GeM as inclusive of P&F, F&I, GST & other applicable charges, taxes and duties. No deviation is accepted at later stage and the deviated offers shall be out rightly rejected.

##### **b. Penalty clause:**

In the event of delay in supply of goods, penalty of 0.5% per week or part there of shall be levied on the undelivered portion subject to a maximum of 10% of the order value. Penalty amount so determined along with applicable GST thereon shall be recovered.

**b. Guarantee / Warranty Period :**

(Deviation to this clause is not acceptable.)

**Main guarantee shall be as per Annexure-V (Schedule of Guarantees) of specification: BA89097 Rev00.**

Wherever required, and so provided in the specifications/Purchase Order, the seller shall guarantee that the goods supplied shall comply with the specifications laid down, for materials, workmanship and performance. If within the guarantee period, the delivery is found to be non-complaint, the seller shall on his own account, replace repair, or re-execute the delivery at Purchaser's discretion on the purchaser's first request or within the mutually agreed period, without prejudice to Purchaser's other legal rights. If the seller continues to default on their obligations, purchaser has the right to proceed to replace, repair or re-execute the order at the seller's expense, with or without help from third parties. Purchaser shall notify the seller of the exercise of this right in advance where ever possible.

Unless otherwise specified, guarantee period shall be 12 months from the date of commissioning or 18 months from the date of supply/replacement whichever is earlier. For bought out packages which are intended to be incorporated in installations or systems the guarantee period shall not start until the time the installations or systems are commissioned, provided always that the period ends not later than 30 months after the date of supply of the goods.

The guarantee period shall be extended by the period during which the goods are not in compliance. A guarantee period as described above shall apply afresh to replaced, repaired or re-executed parts of a delivery.

**c. Cancellation / Termination of contract and risk purchase**

Purchaser shall have the right to completely or partially terminate the agreement by means of written notice to that effect without prejudicing their other rights in the event that :

- The seller is declared bankrupt, its business has been shut down or liquidated, a substantial part of its assets have been attached/destroyed, or the business has been transferred to a third party.
- Any misrepresentation or hiding of material fact if detected at a later stage.
- The delivery is rejected after inspection or re-inspection.
- In the event of termination, the risk of the items already delivered but not of use to Purchaser, as determined by purchaser, remains with the seller. The items shall then be at the seller's disposal and they are to be collected by the seller. The seller shall refund any payments made by purchaser in terms of the terminated agreement immediately, not later than 30 days,
- In the event of Cancellation/ termination of contract, BHEL reserves the right to procure the items which are not delivered as per PO and charge the excess cost from the defaulting seller. In case the excess cost is not repaid by or recovered from the defaulting seller within 30 days, apart from legal recourse for effecting such recoveries, Penal action in line with BHEL's Suspension of Business dealings will be taken.

d. TC, GCs and Inspection reports are to be submitted within 10 days of dispatch of the materials.

## **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---**