

Bid Document

Bid Details	
Bid End Date/Time	22-06-2022 16:00:00
Bid Opening Date/Time	22-06-2022 16:30:00
Bid Offer Validity (From End Date)	75 (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	10040025-c F P Rudrapur
Total Quantity	42000
Item Category	Epoxy Based Zinc Phosphate Primer(Two Pack)Epoxy Based Zinc Phosphate Primer(Two Pack)-IS:13238 (Q3) , MATT FINISH QUICK DRYING PAINT COLOUR BLACK AS PER SPECIFICATION BP56184 (Q3) , THINNER, GENERAL PURPOSE FOR SYNTHETIC PAINTS AND VARNISHES SPEC: IS: 14314-1995 (Q3)
Years of Past Experience Required for same/similar service	3 Year (s)
MSE Exemption for Years Of Experience	Yes
Startup Exemption for Years Of Experience	Yes
Document required from seller	Experience Criteria *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
Primary product category	Epoxy Based Zinc Phosphate Primer(Two Pack)Epoxy Based Zinc Phosphate Primer(Two Pack)-IS:13238
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Item wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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(a). The EMD % will be applicable for each schedule/group selected during Bid creation.

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. 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.
4. 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.
5. 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.

6. 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.

7. 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.

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Epoxy Based Zinc Phosphate Primer(two Pack)epoxy Based Zinc Phosphate Primer(two Pack)-is:13238	15000
Schedule 2	Matt Finish Quick Drying Paint Colour Black As Per Specification Bp56184	12000
Schedule 3	Thinner, General Purpose For Synthetic Paints And Varnishes Spec: Is: 14314-1995	15000

Epoxy Based Zinc Phosphate Primer(Two Pack)Epoxy Based Zinc Phosphate Primer(Two Pack)-IS:13238 (15000 liter)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unregistered Brand
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Technical Specifications

[* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
PACKING	Total Both Packing Size (including Resin+Hardner) (Litre)	20

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	Amit Kumar Rana	263153,BHEL Rudrapur, Kichha By Paas Road Near- FCI Godown, Distt- Udham Singh Nagar, Uttarakhand	3000	1	60
			3000	61	150
			3000	151	240
			3000	241	330
			3000	331	420

MATT FINISH QUICK DRYING PAINT COLOUR BLACK AS PER SPECIFICATION BP56184 (12000 liter)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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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)
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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	Amit Kumar Rana	263153,BHEL Rudrapur, Kichha By Paas Road Near- FCI Godown, Distt- Udham Singh Nagar, Uttarakhand	2400	1	60
			2400	61	150
			2400	151	240
			2400	241	330
			2400	331	420

THINNER, GENERAL PURPOSE FOR SYNTHETIC PAINTS AND VARNISHES SPEC: IS: 14314-1995 (15000 liter)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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			3000	61	150
			3000	151	240
			3000	241	330
			3000	331	420

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

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

3. Scope of Supply

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

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Special Instructions:

1. Package must contain mfg date, batch no. & expiry date.
2. Delivery must be from fresh lot.
3. Transportation will be in the scope of supplier.
4. TC & WC to be given along with each consignment.
5. Inspection shall be done as per attached QAP in ATC document for Epoxy Primer & respective catalogue QAP.

TENDER TERMS & CONDITIONS.

1. Payment Terms- **100% within below specified days after the receipt and subject to acceptance of material through EFT.**

Type of Bidder	Payment Terms
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

2. Inspection of material shall be conducted by BHEL after receipt at BHEL premises, however TC submission & BHEL(quality) clearance required before dispatch.

Material shall be accepted after final inspection by BHEL at BHEL

premises and availability of all relevant documents like GST Invoice, Material Test Certificate, Packing list, warranty certificate etc.

3. Any deviation regarding extra GST on quoted rates, payment term, delivery schedule, LD shall not be considered in any circumstances. Delivery schedule as mentioned in GeM bid shall only be applicable. GST, payment, LD terms shall be applicable only of GeM bid.
4. It is to be noted that as per General Terms & Conditions of GeM, quoted rates in bid/RA are inclusive of taxes, freight, insurance etc. If any bidder mentions extra GST, freight, insurance in technical bid/catalogue, this shall not be considered valid and no further clarifications shall be sought thereof.
5. Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:
 - Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
 - Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/ delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
 - Termination of Contract on account of any other reason (s) attributable to Contractor/Supplier.
 - Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
 - Non-compliance to any contractual condition or any other default attributable to Contractor/Supplier.
 - Risk and Cost against Balance Work:
Risk & Cost Amount= $[(A-B) + (A \times H/100)]$
Where,
A= Value of Balance scope of Work/ Supply (*) as per rates of new contract
B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

In case of deviation or non-acceptance of Risk Purchase clause, offer shall be liable for rejection.

6. Action shall be taken as per extant BHEL "**Guidelines for Suspension of Business Dealings with Suppliers/Contractors AA/MM/SB/01 Rev.02 Dated 22.07.2016**" against Supplier who either fail to perform or are in default without any reasonable cause like force majeure, cause loss of business/money/reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding processor influence the price, tempering with tender process etc. Please note that there are implications of your firm being suspended from BHEL and you may like to access the " Guidelines for Suspension of Business Dealings with Suppliers/Contractors" which is uploaded on BHEL website <https://www.bhel.com/supplier-registration>".

7. By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any commercial deviation as understood or deemed in terms of this bid clauses.

5. **Buyer Added Bid Specific ATC**

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

6. **Generic**

Shelf Life: The Product to be supplied must have minimum as per respective QAP Shelf Life. On the date of supply, minimum as per respective QAP usable shelf life should be available / balance.

7. **Warranty**

Warranty period of the supplied products shall be as given in specifications 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.

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---