

Bid Document

Bid Details	
Bid End Date/Time	20-06-2022 15:00:00
Bid Opening Date/Time	20-06-2022 15:30:00
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	10160001-isg, Bangalore
Total Quantity	24846
Item Category	450 NB MS ERW PIPE, 9.5MM THICK as per IS-3589
BOQ Title	MS ERW Pipes for Ash Slurry Application for MSPGCL Bhusawal 660 MW project
Minimum Average Annual Turnover of the bidder (For 3 Years)	1000 Lakh (s)
Years of Past Experience Required for same/similar service	2 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (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	H1-Highest Priced Bid Elimination
Time allowed for Technical Clarifications during technical evaluation	5 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

Advisory Bank	ICICI
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	23

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

Beneficiary:

Dy. Manager

10160001-ISG, Bangalore, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Bhubaneswari Parida)

Splitting

Bid splitting not applied.

Reserved for Make In India products

Reserved for Make In India products	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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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. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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.

4. 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.

5. 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.

6. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

450 NB MS ERW PIPE, 9.5MM THICK As Per IS-3589

(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

Specification Document	View File
BOQ Detail 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
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S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Shirish Mahadeo Borkar	425307,1X660 MW BHUSAWAL THERMAL POWER STATION, DEEPNAGAR, BHUSAWAL, DIST-JALGAON(MS)	24846	150

Buyer Added Bid Specific Terms and Conditions

1. 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): Required

Post Receipt Inspection at consignee site before acceptance of stores: Not applicable

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. 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.

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

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](#)

6. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Tender Enquiry No. 77/22/6049/BPA

7.1 Transit Insurance: In BHEL Scope.

Insurance details shall be informed later.

Prior Dispatch intimation shall be issued to Insurance agency about the value of consignment, dispatch details, along with one set of documents consisting of LR / RR copy, Packing List, Challan indicating the items dispatched (with their weights)

7.2 Guarantee period:

Eighteen (18) months from the date of last supply.

7.3 Delivery:

Main Supply (22446 m): 150 days (5 months) from award of contract or 4 months from drawing approval and manufacturing clearance by BHEL, whichever is later.

Mandatory Spares Supply (2400 m): Date of first synchronization of the unit i.e. in Apr'23.

7.4 Submission of Performance Bank Guarantee (PBG):

The PBG shall be **3% of Order/ Contract value (including GST)**.

Bidder to submit performance security required for execution of the contract within 15 days from the date of Contract award. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered from the bills along with due interest.

7.5 Dispatch Documents Required (to be furnished by Vendor):

1. GST invoice as per GST Act
2. Delivery challan
3. Packing list
4. Receipted LR
5. Guarantee certificate
6. Insurance intimation
7. Despatch clearance
8. MRC certificate

BHEL reserves the right to ask for any other document required for processing of bills, the vendor shall comply with the same.

7.6 Bidder to note that price quoted shall be inclusive of packing & forwarding and Freight charges and all taxes & duties including GST. Bidder to indicate percentage of GST itemwise included in quoted price.

7.7 Bidder to submit duly signed and stamped copies of

- a. Acceptance of all terms & conditions as per this GeM Bid Document
- b. Technical specifications

7.8 Compliance to e-invoicing requirements to be ensured as per extant provisions and guidelines of Govt. of India.

7.9 Additional PQ criteria-as per PQ enclosed with technical specifications.

7.10 Vendor contact details like, Name, e mail ID and Contact number are to be furnished.

7.11 Price Variation Clause:

1. The Ex-Works/FOB price element of price for supply of Equipment and Mandatory Spares thereof shall be subject price adjustment limited to +20% of the said price component and -ve price variation shall be unlimited

2. The price adjustment shall be done as per following formula:

$$EC_1 = ECo * [0.2 + (a * A1 / Ao) + (b * B1 / Bo) + (c * C1 / Co) + (0.25 * L1 / Lo)]$$

Where,

ECo = Ex-works / FOB supply price-component(without taxes and duties, transport, Insurance etc.) less advance paid of the Contract value for equipment, shipment-wise.

EC₁ = Adjusted supply price-component of Equipment (without Taxes & duties, transport & insurance, etc) less advance paid Shipment-wise.

a = Coefficient of steel material involved in the ex-factory / FOB price of the Equipment / materials.

b,c = Co-efficient of any other material involved in the ex-factory/ FOB price of the Equipment / Materials to be selected by the Contractor and indicated in the Contract.

a+b+c = 0.55 (this factor cannot change)

Co-efficient of labour component in the ex-factory /FOB price of the Equipment/ Materials = 0.25

A,B,C= published price indices of materials corresponding to a, b and c.

L = All India consumer Price Index for industrial workers as published by labour Bureau, Shimla, Govt. of India.

Subscript 'o' refers to indices/exchange rates as per Base.

Whereas, the Subscript '1' refers to the indices/exchange rates as on:

i) One Month prior to the date of shipment, for labour;

and

ii) at the expiry of two-third (2/3) period from the LOI (Letter of Intent) date to the date of Shipment, for materials, in case of a,b &c.

3. The indices selected for this purpose by the bidder/Contractor against A, B & C above are as under:

Sl. No.	Name of Material / Labour	Co-efficient of Material	Publication Details	Value of Base Date Indices (as on 30 days prior to date of opening of Techno-Commercial bids)
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1	Steel Structure	a=0.15	Office of the Economic Advisor, Govt. of India (Series: 2011-12)	
2	Manufacture of other fabricated metal products	b=0.20	Office of the Economic Advisor, Govt. of India (Series: 2011-12)	
3	All commodities	c=0.20	Office of the Economic Advisor, Govt. of India (Series: 2011-12)	
4	All India Consumer Price Index for Index for Industrial Workers	L=0.25	Labour Bureau, Shimla, Government of India (New Series: 2016)	

4. In any case, the total price adjustment payable against this Contract for Equipment/Mandatory Spares as the case may be shall not exceed +20% & -ve price variation shall be unlimited of the Ex-Works/FOB price of the equipment/ Mandatory Spare as the case may be and not for invoice or for individual shipment.

7.12 Integrity Pact:

(a) 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.

Sl. No.	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part 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.

(c) 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 IEMs 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 whose contact details are provided below:

1)

(2)

Name: Bhubaneswari Parida

Name: D S Pradeep Kumar Sarma

Dept: MM

Address: BHEL ISG,
Prof CNR Rao Circle

IISC Post, Malleswaram
Bangalore- 560012

Phone: 080-22184134

Mobile No. 9489202861

Email: bparida@bhel.in

Dept: MM

Address: BHEL ISG,
Prof CNR Rao Circle

IISC Post, Malleswaram
Bangalore- 560012

Phone: 080-22184520

Mobile No. 9008242882

Email: dsp@bhel.in

7.13 Contact details of Tender officials :

Technical:

Sreeraj C,

Manager / Engg-Mech

BHEL-ISG

Bangalore - 560 012

Ph. No. 080 2218 4274

Email id: src@bhel.in

Commercial:

Bhubaneswari Parida

Dy. Manager / MM

BHEL - ISG

Bangalore - 560 012

Ph No. 080 2218 4134

Email Id: bparida@bhel.in

8. Purchase Preference (Centre)

Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017

9. Financial Criteria

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

10. 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.

11. Purchase Preference (Centre)

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% 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 percentage of 25% of total value.

12. **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.

13. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name BHEL ISG Account No. 000205003783 IFSC Code ICIC0000002 Bank Name ICICI BANK LIMITED Branch address ICICI BANK TOWER, # 1, COMMISSARIAT ROAD, BANGALORE - 560025. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

14. **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.

15. **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.

16. **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.

17. **Scope of Supply**

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

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 specifications 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[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---