

Bid Document

Bid Details	
Bid End Date/Time	06-08-2022 14:00:00
Bid Opening Date/Time	06-08-2022 14:30:00
Bid Offer Validity (From End Date)	80 (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	10210015-pser
Total Quantity	642
Item Category	Domestic Pressure Cookers-IS 2347 (Q3)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (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	2 Days
Payment Timelines	Payments shall be made to the Seller within 90 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	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. 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 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

Domestic Pressure Cookers-IS 2347 (642 pieces)

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

Brand Type	Registered Brand
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Technical Specifications

* As per GeM Category Specification

Specification	Specification Name	Bid Requirement (Allowed Values)
Material	Material of Body, lid, Container and Grid	Aluminium alloy conforming to IS: 21
Design	Shape With Dimentions	oval
Construction	Workmanship and Finish	Fully hard anodized
	Stainless Steel Pressure Cooker with Composite Bottom	Yes, No
	Type of Composite Bottom	Cladded with minimum 0.5 mm thick Copper Sheet, Electrodeposited with Copper of minimum 0.5 mm thickness, NA
	Internal Grid	Yes, No
Capacity	Capacity (Litres)	5

Additional Specification Parameters - Domestic Pressure Cookers-IS 2347 (642 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Warranty	3 Years or more
Make, Model	Bajaj, PCX 65 HD

* Bidders offering must also comply with the additional specification parameters mentioned above.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Rita Gupta	700091,DJ - 9/1 ,Karunamoyee , Sector 2 , Salt lake	316	50

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
2	Chhotan Bag	335804,2X660MW BHEL-PSER SURATGARH SITE OFFICE STPS, THERMAL POWER PLANT SURATGARH, DIST-SRI GANGANAGAR RAJASTHAN - 335804	17	50
3	SUSANTA KUMAR MANDAL	742237,BHEL Site Office,1X660 MW SAGARDIGHI U#5 Project, PO - MONIGRAM, PS-SAGARDIGHI, DIST-MURSHIDABAD, PIN-742237 WEST BENGAL	31	50
4	BINOD KUMAR PRASAD	755026,BHEL SITE OFFICE, CPP Ph-II , Tata Steel Kalinganagar, Duburi Dist : Jajpur, Odisha , PIN : 755026	5	50
5	Ankit Agarwal	824303,BHEL SITE OFFICE, 4x250 MW Nabinagar Project BRBCL P.O. Nabinagar Dehri-onsone, Dist. Aurangabad, Bihar - 824 303	59	50
6	Sanjib Kumar Prasad	769011,BHEL SITE OFFICE (1 x 250MW NSPCL ROURKELA TPP-III) ROURKELA STEEL PLANT, ROURKELA, DIST-SUNDARGARH, ODISHA, PIN-769011	37	50
7	Rashmi Gupta	800001,BHEL- SAS, 3rd floor , B BLOCK MAURYA LOK COMPLEX DAK BUNGLOW ROAD, PATNA - 800001	47	50
8	Lal Bihari Sah	813214,BHEL SITE OFFICE, BHEL-ESP (R&M) Stage-1 (4 X 210 MW), Old BMD Office-NTPC, 1st Floor, Near Stage-1 Chimney, NTPC-Kahalgaon, Bhagalpur, Bihar, PIN-813214	20	50
9	Dipankar Gogoi	783369,BHEL SITE OFFICE, 3 X 250 MW NTPC-Bongaigaon TPP, P.O. Salakati, Dist. Kokrajhar (BTAD) , ASSAM-783369	23	50
10	Mridul Kumar Taisum	825321,3 X 660 MW, NORTH KARANPURA SUPER THERMAL POWER PROJECT NTPC, TANDWA, DIST CHATRA, JHARKHAND	87	50

Buyer Added Bid Specific Terms and Conditions

1. Buyer Added Bid Specific ATC

A. PRE-QUALIFICATION CRITERIA

1. Bidder shall either be an Original Equipment Manufacturer (OEM - Bajaj) or authorized representative of OEM (Bajaj). In case of authorised representative of OEM, the valid authorisation certificate (**from OEM in the name of the bidder**) to be submitted along with the offer.
2. The bidder should have supplied at least 193 nos of Bajaj Domestic Pressure Cooker to reputed organizations (user) during last **three** years ending last date of bid submission. PO copy (**in the name of the bidder only**) along with relevant documents & proof of supply of the item are to be submitted by the bidder in support of the above.
3. Bidder should have average minimum annual turnover of **Rs. 3.85** lacs during three consecutive financial years 2018-19, 2019-20 and 2020-21. Audited balance sheet and profit & loss account of the company need be submitted for three consecutive financial years 2018-19, 2019-20 and 2020-21 in support of this requirement.

In case audited financial statements have not been submitted for all the three years as indicated above, then the applicable audited statements submitted by the bidders against above 3 (three) years, will be averaged for 3 (three) years.

If financial statements are not required to be audited statutorily, then instead of audited financial statement, financial statements are required to be certified by chartered accountant.

4. Bidders should furnish valid PAN (Permanent Account No.).

NOTE: The bidder who meets the above pre-qualification criteria can only participate in the subject tender.

B. Payment Terms:

- a. 100% FOR Site price excluding GST shall be released within 90 days (MSE – 45 days, Medium Enterprises - 60 days) after receipt & acceptance of materials at site and on submission of GST invoice along with material receipted challan.
- b. GST portion of invoice shall be released only upon -
 - i. such invoice appearing in GSTR-2A of BHEL on filing of valid returns by vendor as per GST law within timeline prescribed for availing ITC by BHEL, and
 - ii. Receipt of goods / services and Tax invoice by BHEL, and
 - iii. Confirmation of payment of GST thereon by vendor on GSTN portal.

Paying authority: Head (Finance), BHEL-PSER, KOLKATA.

- C. **REJECTION AND REPLACEMENT:** If any supplied material is found not in compliance with technical specification or in any case of any defective materials, the same shall be replaced free of cost within 15 days of intimation of BHEL.

D. Consignee/Delivery location:

Sl no	Consignee Address	Contact person	Quantity (nos)
1.	RITA GUPTA, DGM, BHEL BHEL BHAWAN, PLOT NO. 9/1,DJ-BLOCK, SECTOR-II, SALT LAKE CITY,KOLKATA-700091	R S GUPTA 9437178723	316

2.	SUSANTA KUMAR MANDAL, AGM BHEL BHEL Site Office, Sagardighi (Extn.) Project- Ph.II - (2x500 MW (Extn.)), Sagardighi, Dt. Murshidabad, West Bengal-742237,	SUBHAJIT PAUL 9009077848	31
3.	SANJIB KUMAR PRASAD Engineer BHEL SITE OFFICE (1 x 250MW NSPCL ROURKELA TPP-III) ROURKELA STEEL PLANT, ROURKELA, DIST-SUNDARGARH, ODISHA, PIN-769011	SANJIB KUMAR PRASAD 9734241480	37
4.	ANKIT AGARWAL, Dy. Manager BHEL SITE OFFICE, 4x250 MW Nabinagar Project BRBCL P.O. Nabinagar Dehri-onsone, Dist. Aurangabad, Bihar - 824 303	ANKIT AGARWAL 8102344199	59
5.	LAL BIHARI SAH, Dy. Manager BHEL SITE OFFICE, BHEL-ESP (R&M) Stage-1 (4 X 210 MW), Old BMD Office-NTPC, 1st Floor, Near Stage-1 Chimney, NTPC-Kahalgaoon, Bhagalpur, Bihar, PIN-813214	ANISH KUMAR TYAGI. 9331542743	20
6.	MRIDUL KUMAR TAISUM, Sr. Manger 3 X 660 MW, NORTH KARANPURA SUPER THERMAL POWER PROJECT NTPC, TANDWA, DIST CHATRA, JHARKHAND-825321	DURGA PRASAD HEMBROM 7702907807	87
7.	BINOD KUMAR PRASAD, MANAGER BHEL SITE OFFICE, CPP Ph-II , Tata Steel Kalinganagar, Duburi Dist : Jajpur, Odisha , PIN : 755026	HAREKRUSHNA BEHERA 9437170903	5
8.	DIPANKAR GOGOI, Dy. Manager BHEL SITE OFFICE, 3 X 250 MW NTPC-Bongaigaon TPP, P.O. Salakati, Dist. Kokrajhar (BTAD) , ASSAM-783369	DIPANKAR GOGOI 9435326228	23
9.	CHHOTAN BAG, Sr. Manager BHEL SITE OFFICE, 2X660MW BHEL-PSEER SURATGARH SITE OFFICE STPS, THERMAL POWER PLANT SURATGARH, DIST-SRI GANGANAGAR RAJASTHAN - 335805	VIJAY SINGH 7351972999	17
10.	RASHMI GUPTA, Manager BHEL-SAS, B Block, 3rd Floor, Maurya Lok Complex, Dakbunglow Road, Patna-800001	RASHMI GUPTA 9007135620	47
	Total		642

E. TAXES AND DUTIES:

1.1 The contractor shall pay all taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit. However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.

1.2 GST (Goods and Services Tax)

1.2.1 GST as applicable on output supply (goods/services) are include in contractor's/supplier's scope; therefore, contractor's/supplier's price/ rates shall be inclusive of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.

1.2.2 Contractor has to submit GST registration certificate of the concerned state. Contractor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.

1.2.3 TDS as applicable under GST law shall be deducted from contractor's bill.

1.2.4 Contractor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all thee-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.

1.2.5 In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the contractor.

1.2.6 In case the vendor is not required to prepare invoice in terms of Rule 48(4), a declaration regarding the same to be submitted along with the invoice.

1.3 Income Tax: TDS U/S 194Q as applicable under Income Tax Act, 1961 or rules made there under shall be deducted from contractor's bill.

2. Scope of Supply

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

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

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 %.

6. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

7. **Generic**

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

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. **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.

10. **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.

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](#)

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---