

Bid Document

Bid Details	
Bid End Date/Time	10-12-2022 15:00:00
Bid Opening Date/Time	10-12-2022 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	10170006-ivp Goindwal
Total Quantity	8
Item Category	MCD COAL NOZZLE ST01 - SPECN A536 GR654512 - 920182060000 - Machined Drawings 1-45-220-01057 Rev 00 and Castings Drawings 1-45-220-01056 Rev 00 , FM COAL NOZZLE ST02 - SPECN A536 GR654512 - 920182070000 - Machined Drawings 1-45-220-01057 Rev 00 and Castings Drawings 1-45-220-01056 Rev 00
BOQ Title	Procurement of Machined Coal Nozzle castings
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years Of Experience	Yes
Bid to RA enabled	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid	Two Packet Bid
Primary product category	FM COAL NOZZLE ST02 - SPECN A536 GR654512 - 920182070000 - Machined Drawings 1-45-220-01057 Rev 00 and Castings Drawings 1-45-220-01056 Rev 00
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	Item wise evaluation

EMD Detail

Required	No
----------	----

ePBG Detail

Required	No
----------	----

(a). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	No
-------------------------	----

Details of the Competent Authority for MSE

Name of Competent Authority	Sumeet Bansal
Designation of Competent Authority	Sr.Manager
Office / Department / Division of Competent Authority	BHEL - Goindwal - MM
CA Approval Number	IVP-MM0TEN(CAS)/12/2022-IVP-MM
Competent Authority Approval Date	30-11-2022
Brief Description of the Approval Granted by Competent Authority	This is to inform you that approval has been taken from competent authority for non-applicability of MSE and MII purchase preference for this GeM Bid vide e-office file no. IVP-MM0TEN(CAS)/12/2022-IVP-MM

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

MII Purchase Preference

MII Purchase Preference	No
-------------------------	----

Details of the Competent Authority for MII

Name of Competent Authority	Sumeet Bansal
Designation of Competent Authority	Sr.Manager
Office / Department / Division of Competent Authority	BHEL - Goindwal - MM
CA Approval Number	IVP-MM0TEN(CAS)/12/2022-IVP-MM
Competent Authority Approval Date	30-11-2022
Brief Description of the Approval Granted by Competent Authority	This is to inform you that approval has been taken from competent authority for non-applicability of MSE and MII purchase preference for this GeM Bid vide e-office file no. IVP-MM0TEN(CAS)/12/2022-IVP-MM

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

1. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. 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. 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.
3. 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

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	Mcd Coal Nozzle St01 - Specn A536 Gr654512 - 920182060000 - Machined Drawings 1-45-220-01057 Rev 00 And Castings Drawings 1-45-220-01056 Rev 00	4
Schedule 2	Fm Coal Nozzle St02 - Specn A536 Gr654512 - 920182070000 - Machined Drawings 1-45-220-01057 Rev 00 And Castings Drawings 1-45-220-01056 Rev 00	4

MCD COAL NOZZLE ST01 - SPECN A536 GR654512 - 920182060000 - Machined Drawings 1-45-220-01057 Rev 00 And Castings Drawings 1-45-220-01056 Rev 00

Brand Type	Unbranded
------------	-----------

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
1	Ranveer Singh	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	4	90

FM COAL NOZZLE ST02 - SPECN A536 GR654512 - 920182070000 - Machined Drawings 1-45-220-01057 Rev 00 And Castings Drawings 1-45-220-01056 Rev 00

Brand Type	Unbranded
------------	-----------

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
1	Ranveer Singh	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	4	90

Buyer Added Bid Specific Terms and Conditions**1. Scope of Supply**

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

2. Generic

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

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**

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. **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.

6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

A. Pre-qualification requirement:

1. Experience criteria:- Bidder should have successfully supplied cast iron against any customer purchase order/s with minimum cumulative order value of Rs. 2,00,000 (Two Lakhs Only). For MSEs, the required cumulative value of PO value shall be Rs. 1,00,000 (One Lakh only). All mentioned values are net of taxes.

Relevant purchase orders and their respective invoices shall be enclosed as a proof.

Date of Purchase Order/s date & corresponding invoices: should be 01.11.2019 or afterwards and upto the date of actual bid opening.

Start-ups shall be exempted from the above criteria of Purchase order/s submission without any relaxation in quality standards or technical parameters as per D.O. No. 5(4)/2016-BE-I dated 15.02.2017. For claiming Start-Up exemption, vendors have to submit DPIIT (Dept. of Promotion of Industry and Internal Trade)/DIPP (Department for Industrial Policy and Promotion) recognition certificates.

2. Manufacturer: Bidder should be a manufacturer and should have inhouse casting

facility. For the same, bidder to submit furnace details. Bidder to upload undertaking/ISO certificate/documentary evidence for being manufacturer. Bids received from traders, dealers, distributors and resellers will be rejected.

B. Scope of supply: Coal Nozzles are required to be supplied as per details given below:

As per the drawing material specification for the coal nozzles is ASTM A536 Gr 654512.

Sl. no.	Material Code	Description	Drawing no.	Qty
1.	920182060 000	MCD COAL NOZZLE ST01 - SPECN A536 GR654512	Machined Drawings 1-45-220-01057 Rev 00 and Castings Drawings 1-45-220-01056 Rev 00	4
2.	920182070 000	FM COAL NOZZLE ST02 - SPECN A536 GR654512	Machined Drawings 1-45-220-01057 Rev 00 and Castings Drawings 1-45-220-01056 Rev 00	4

Percentage of minimum local content to qualify is 20% (HSN code - 7325) - ref*

* For iron and steel products in Appendix A (as per Ministry of steel notification no. F. No.3(2)/2018-IDD dated 29.05.2019), the procurement process shall be open only to the manufacturers / suppliers having the capability of meeting / exceeding the domestic value addition targets. Manufacturers / suppliers not meeting the domestic value addition targets are not eligible to participate in the bidding.

* Minimum local content for mentioned items has been defined as per Ministry of steel notification no. S-13026/1/2020- IDD dated 31.12.2020.

C. Inspection requirement: Quality plan shall be submitted by bidder for approval by BHEL. Inspection shall be carried out by BHEL/TPI as per the approved QAP.

-

D. Payment Terms: In tender enquiry payment shall be released as per table given below:

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

Payments shall be made to the Seller within days (mentioned in above table) 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)

-

E. Risk Purchase

BHEL at its option will be entitled for withdrawal of portion of balance supply or termination of the contract and to purchase elsewhere at the risk and cost of the supplier either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as per contract delivery terms. The supplier shall be liable for losses, which BHEL may sustain by way of such risk purchases.

The value shall be calculated as follows:

Risk & Cost Amount= **$[(A-B) + (A \times H/100)]$**

Where,

A= Value of Balance scope of Supply (*) as per rates of new contract

B= Value of Balance scope of Supply (*) as per rates of old contract being paid to the supplier at the time of termination of contract i.e. inclusive of PVC, if any.

H = Overhead Factor shall 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 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 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.

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---