



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3311957
Dated/दिनांक : 11-04-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	21-04-2023 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	21-04-2023 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	10210015-pscr
Total Quantity/कुल मात्रा	33
Item Category/मद केटेगरी	Sulphuric acid in tanker as per IS:266 (Q3)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *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/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	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)

Bid Details/बिड विवरण**Evaluation Method/मूल्यांकन पद्धति**

Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता

No

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता

No

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता

Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

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 100%(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

Sulphuric Acid In Tanker As Per IS:266 (33 metric tonne)

(Minimum 50% and 21% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

[* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Test Report Details	Availability of Test Report from Central Govt/ State Govt/ NABL /ILAC accredited lab (hint: Must be declared)	YES

Additional Specification Parameters - Sulphuric Acid In Tanker As Per IS:266 (33 metric tonne)

Specification Parameter Name	Bid Requirement (Allowed Values)
Grade:	98% concentration, Technical Grade as per IS 266-1993

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

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Biranchi Narayan Dash	769011,BHEL SITE OFFICE (1 x 250MW NSPCL ROURKELA TPP-III) ROURKELA STEEL PLANT, ROURKELA, DIST-SUNDARGARH, ODISHA, PIN-769011	33	30

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. 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.

2. 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 %.

3. 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.

4. Generic

Shelf Life: The Product/Spare parts to be supplied as part of the services must have minimum

12 month
Shelf Life. On the date of supply, minimum
12 month
usable shelf life should be available / balance.

5. Generic

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

6. 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:

- The Seller fails to comply with any material term of the Contract.
- 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.
- 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.

7. Scope of Supply

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

8. 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.

9. Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

10. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

PRE - QUALIFICATION CRITERIA

SL NO	CRITERIA
	FINANCIAL CRITERIA
1.0 (a)	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF Rs . 1.71 LAKH DURING LAST THREE (03) CONSECUTIVE FINANCIAL YEARS ENDING ON 31.03.2022. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR THE ABOVE MENTIONED FINANCIAL YEARS, NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.
(b)	IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THREE (03) YEARS INDICATED ABOVE, THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.
(c)	IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT
	TECHNICAL CRITERIA
2.0	BIDDER SHOULD HAVE SUPPLIED ATLEAST 9900 KG SULPHURIC ACID TO ANY GOVT /PSU/REPUTED ORGANISATION IN LAST 3 (THREE) YEARS, ENDING ON THE LATEST DUE DATE OF SUBMISSION OF OFFER. RELEVANT DOCUMENTS IN SUPPORT OF ABOVE NEEDS TO BE SUBMITTED.

3.0	BIDDER SHOULD HAVE VALID PAN. RELEVANT DOCUMENT IN SUPPORT OF ABOVE NEEDS TO BE SUBMITTED.
4.0	CONSORTIUM/JV BIDDING IS NOT ALLOWED.
B	GENERAL
1.0	IN CASE THE JOB IS UNDER EXECUTION/ ONGOING JOB, THE VALUE OF EXECUTED PORTION OF THE JOB SHALL AT LEAST CORRESPOND TO THE RESPECTIVE VALUES SPECIFIED ABOVE, EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED.
2.0	AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AND PARTICIPATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER.
3.0	THE SUPPLIED QUANTITY MAY BE CONSIDERED AGAINST SINGLE / MULTIPLE PURCHASE ORDER TO MEET THE ABOVE PQ REQUIREMENT.

SPECIAL TERMS & CONDITIONS (SCC) & Technical Specification

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1. Terms of Payment:

(a) 100% FOR price excluding GST shall be released within 90 days (45 days for MSE, 60 days for Medium Enterprises) after receipt & acceptance of materials at site and on submission of GST invoice along with material receipted challan. For payment vendor shall submit Original Invoice along with receipted delivery challan to Rourkela NSPCL Site, ODISHA. Bill shall be processed by Rourkela Site.

(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.

No advance payment shall be made.

Paying Authority: RAO, Rourkela Site

Any Interest if levied thereon for reasons elaborated in tax & duties clause of the tender and attributable to the bidder, will be recovered from the Final Payment / Retention amount.

2. Taxes & Duties

2.1 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.

2.2 GST (Goods and Services Tax)

2.2.1 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.

2.2.2 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.

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

2.2.4 Contractor shall comply with the provisions of e-way bill wherever applicable.

Further wherever provisions of GST Act permits, all three-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.

2.2.5 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.

2.2.6 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.

2.3 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.

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3. Chemicals are to be dispatched in suitable packaging to protect any loss, damage, corrosion in transit etc. Sulphuric acid must be supplied through Tanker (preferably Stainless Steel). Supplier should also send suitable unloading pump along with hose (on returnable basis)(hose length approx.60 ft) of adequate capacity with t

anker so that unloading / transferring of Sulphuric acid will be completed in 1-1.5 hours.

Chemicals are to be accompanied with Test Certificate, MSDS etc. Details of chemicals should be printed on tanker/jars/containers/ Plastic Bags and the same shall be linked to the test certificates sent along with chemicals.

4. **INSPECTION & TESTING :**

Chemicals are to be tested at BHEL/ Customer recommended lab or any other Govt./ NABL accredited Lab. **Cost towards sample collection, testing at laboratory etc will be borne by bidder within his total accepted price.** Sample collection may have to be done in presence of BHEL representative, if required.

Concentration of chemical may again be verified at site in presence of bidder's representative, if required. If the test fails at site the bidder shall make good of the chemicals found lower in concentration or short in quantity as compared to the desired concentration within a period of one week failing which BHEL reserves the right to procure the same at vendor's risk & cost. The chemical resupplied by the vendor is to be tested again upon delivery at site, the cost of which will be borne by the vendor.

5. **Delivery period:**

Sulphuric acid to be delivered at Rourkela NSPCL site within 30 days from issuance of Purchase Order.

Dispatch is to be made against Material Dispatch Clearance Certificate (MDCC) from BHEL. Test certificate along with manufacturing report containing manufacturing date, shelf life period and expiry date shall be submitted for issuing of MDCC.

Material to be dispatched only after issuance of MDCC by BHEL.

6. **EVALUATION CRITERIA:**

As below, if tender floated in GeM -

“Total All inclusive, landed price at consignee destination, as per GEM GTC (General Terms and Conditions)”

7. **CONSIGNEE:**

Biranchi Narayan Dash, C/o Project Director, BHEL SITE OFFICE, NTPC SAIL Power Company Pvt. Ltd. (NSPCL), PP-II Expansion (1x250MW), RSP Complex, DIST- SUNDARGARH, PIN-769011, ODISHA, INDIA.

8. Bidder has to arrange Transit insurance at his own cost.

9. Test certificate, MSDS is to be furnished along with the supply. Bidders t

o indicate shelf life of the chemical. Shelf life should be minimum 12 months from the date of dispatch of Chemicals to site.

10. Materials found defective at the time of delivery shall be replaced by the supplier at free of cost.
11. Price shall remain firm till the completion supply of full ordered quantity . Price Variation Clause will not be entertained.

12. **LIQUIDATED DAMAGE:**

As per GeM GTC (General Terms and Conditions).

BHEL reserve the right to purchase from elsewhere on account of and at the risk & cost of the vendor with notice to the vendor of the equipment/ materials not so delivered, with/without canceling the order/ contract in respect of the equipment/ materials not yet due for delivery.

13. The scope of unloading at site is excluded from the scope of seller.

Quantity variation is not envisaged for this contract. Supply quantities should be limited to ordered quantities.

11. **Generic**

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

12. **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.

13. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Construction Manager, BHEL site office
1x250 MW NSPCL
ROURKELA SITE,
DIST- SUNDARGARH,
ODISHA, 769011

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby 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(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, 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/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---