

Bid Document

Bid Details	
Bid End Date/Time	31-03-2022 15:00:00
Bid Opening Date/Time	31-03-2022 15:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
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	10170006-ivp Goindwal
Total Quantity	1900
Item Category	Compressed oxygen gas as per IS:309 (Q3) , dissolve acetylene gas as per IS:308 (Q3)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years Of Experience	Yes
Document required from seller	Certificate (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	No
ITC available to buyer	Yes
Primary product category	dissolve acetylene gas as per IS:308
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
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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 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.
2. 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.
3. 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.
4. 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.

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	Compressed Oxygen Gas As Per Is:309	1100
Schedule 2	Dissolve Acetylene Gas As Per Is:308	800

Compressed Oxygen Gas As Per IS:309 (1100 cubic meter)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Brand Type	Registered Brand
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Technical Specifications

[* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
REQUIRMENTS	"Purity, percent by volume when tested by the method prescribed in Annex A of IS:309(latest), min"	99
	Dew Point	"moisture content in oxygen shall be not more than 0.102 g/Nm3 corresponding to dew point of-40°C when tested by the method prescribed in Annexure of B-5 of IS:309(latest)"

Additional Specification Parameters - Compressed Oxygen Gas As Per IS:309 (1100 cubic meter)

Specification Parameter Name	Bid Requirement (Allowed Values)
Quality requirement- Manufacture's Test Certificate is required	Bidder to confirm the quality requirements.

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

Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable
100%	100%	No

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Simran Singh	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	1100	365

Dissolve Acetylene Gas As Per IS:308 (800 cubic meter)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Brand Type	Unbranded
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Technical Specifications

[* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
REQUIREMENTS	"Total impurities insoluble in acetone, percent by volume, Max"	4
	"Sulphur compounds (as H2S) percent by volume, Max "	0.02
	"Phosphorus compounds (as PH3) percent by volume, Max "	0.01
	"Moisture, percent by mass, Max "	0.25

Additional Specification Parameters - Dissolve Acetylene Gas As Per IS:308 (800 cubic meter)

Specification Parameter Name	Bid Requirement (Allowed Values)
Quality requirement- Manufacture's Test Certificate is required	Bidder to confirm the Quality Requirement.

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

Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable
100%	100%	No

Consignees/Reporting Officer and Quantity

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1	Simran Singh	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	800	365

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Pre-Qualification Criteria:

Bidder has to provide following documents to fulfil pre-qualification criteria:

1. Bidder (Manufacturer) should enclose a copy of valid filling and storage License (Form-E&F) issued by Chief Controller of Explosives (CCOE) as per gas cylinder rules.

Bidders (other than Manufacturer) should enclose their Storage license along with authorization letter and Filling & Storage License (Form-E & F) of Principal Supplier.

2. Experience Criteria:

For Schedule. 1: Oxygen Gas

Bidder should have supplied Oxygen Gas as per IS: 309 (Latest) in the past five years (on the date of opening of tender). Supply will be verified through Purchase Orders and their related invoices. Value of submitted Purchase Order should not be less than 30% of the Tender Quantity. In case of more than one Purchase Order, cumulative value should not be less than 30% of the Tender Quantity.

For Schedule 2: Dissolved Acetylene Gas

Bidder should have supplied Dissolved Acetylene Gas as per IS: 308 (Latest) in the past five years (on the date of opening of tender) - Supply will be verified through Purchase Orders and their related invoices. Value of submitted Purchase Order should not be less than 30% of the Tender Quantity. In case of more than one Purchase Order, cumulative value should not be less than 30% of the Tender Quantity.

Start-ups shall be exempted from the above pre-qualification criteria against sl. no. 02 without any relaxation in quality standards & 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.

Payment Terms

Payments shall be made to the Seller within no. of days mentioned in following table of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills.

Type of Bidder	Payment Terms (No. of Days)
Micro & Small Enterprises (MSEs)	45

Medium Enterprises	60
Non MSME	90

Additional terms & conditions:

- a) Quantity requirement shall be indicated by BHEL through email as and when required. Delivery of minimum 20 cylinders are required within 5 days from the date of intimation.
- b) Bidders shall be able to supply tentative monthly requirement of 20 to 25 cylinders.
- c) Bidders have to provide free rental period of 60 days for supplied cylinders. After that detention charges @Rs. 2 per cylinder per day shall be applicable.
- d) Gas should be supplied in supplier own cylinders and collection of empty cylinders are in supplier scope only.
- e) Cylinder safety data sheet, test certificate and Guarantee certificate is required with each supply.
- f) Compliance certificate with each delivery is required, "that the supplied gas confirms to the relevant BIS standard, SP:9 and complies 1981-cylinder rules".
- g) All the test reports (including mandatory gas composition) shall be from calibrated instruments/equipment traceable to a NABL approved laboratory. BHEL will have every right to demand calibration certificates of the equipment / instruments used in testing and may Audit / Witness/ PDI the filling and testing procedures carried at manufacturer's end with prior intimation.

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

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

5. 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.

6. 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.

7. 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): By BHEL with prior intimation at vendor's works
 Post Receipt Inspection at consignee site before acceptance of stores: By BHEL at BHEL stores

8. 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.

9. **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.

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 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---