

Bid Document

Bid Details	
Bid End Date/Time	06-12-2021 17:00:00
Bid Opening Date/Time	06-12-2021 17:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
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	10140027-hpbp Trichy
Total Quantity	62700
Item Category	Schedule 1: Castable Refractory Grade-A for DVC Koderma Unit-1 DeNox R&M (Q3) , Schedule 2: Castable Refractory Grade-A for DVC Durgapur steel Unit 1 DeNOx R&M (Q3) , Schedule 3: Castable Refractory Grade A for DVC Raghunathpur Ph I Units 1&2 DeNOx R&M (Q3) , Schedule 4: Castable Refractory Grade A for DVC Mejia Units 4&5 DeNOx R&M (Q3) , Schedule 5: Castable Refractory Grade A for DVC Chandrapura Unit 7 DeNOx R&M (Q3)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Additional Doc 1 (Requested in ATC),Additional Doc 2 (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	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Primary product category	Schedule 5: Castable Refractory Grade A for DVC Chandrapura Unit 7 DeNOx R&M
Time allowed for Technical Clarifications during technical evaluation	2 Days
Payment Timelines	Payments shall be made to the Seller within 60 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 % will be applicable for each schedule/group selected during Bid creation.

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
-------------------------	-----

MSE Purchase Preference

MSE Purchase Preference	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 first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the 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	Estimated Value	Item/Category	Quantity
Schedule 1	252000	Schedule 1: Castable Refractory Grade-a For Dvc Koderma Unit-1 Denox R&m	9000
Schedule 2	252000	Schedule 2: Castable Refractory Grade-a For Dvc Durgapur Steel Unit 1 Denox R&m	9000
Schedule 3	504000	Schedule 3: Castable Refractory Grade A For Dvc Raghunathpur Ph I Units 1&2 Denox R&m	18000
Schedule 4	498400	Schedule 4: Castable Refractory Grade A For Dvc Mejia Units 4&5 Denox R&m	17800
Schedule 5	249200	Schedule 5: Castable Refractory Grade A For Dvc Chandrapura Unit 7 Denox R&m	8900

Schedule 1: Castable Refractory Grade-A For DVC Koderma Unit-1 DeNox R&M (9000 kilogram)

(Minimum 50% Local content required for MII compliance)

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

Technical Specifications

Buyer Specification Document	Download
------------------------------	--------------------------

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
-------	-----------------------------	---------	----------	---------------

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	DVC Koderma	825431,Chief Engineer & Project Head, M/s Damodar Valley Corporation, Koderma Thermal Power Station, Dist: Koderma, Jharkhand - 825421.	9000	150

Schedule 2: Castable Refractory Grade-A For DVC Durgapur Steel Unit 1 DeNOx R&M (9000 kilogram)

(Minimum 50% Local content required for MII compliance)

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

Technical Specifications

Buyer Specification Document	Download
------------------------------	--------------------------

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	DVC Durgapur	713321,Chief Engineer & Project Head, M/s Damodar Valley Corporation, Durgapur Steel Thermal Power Station Andal, Dist: Paschim Bardhaman, West Bengal Pin-713321.	9000	150

Schedule 3: Castable Refractory Grade A For DVC Raghunathpur Ph I Units 1&2 DeNOx R&M (18000 kilogram)

(Minimum 50% Local content required for MII compliance)

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

Technical Specifications

Buyer Specification Document	Download
------------------------------	--------------------------

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	DVC Raghunathpur	723133,Chief Engineer & Project Head, M/s Damodar Valley Corporation, Raghunathpur Thermal Power Station, P.O.-Nildih,Dumdumi, Dist: Purulia, West Bengal, Pin-723133	18000	150

Schedule 4: Castable Refractory Grade A For DVC Mejia Units 4&5 DeNOx R&M (17800 kilogram)

(Minimum 50% Local content required for MII compliance)

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

Technical Specifications

Buyer Specification Document	Download
------------------------------	--------------------------

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	DVC Mejia	722183,Goutam Sahoo, Mejia Thermal Power Station Units -4 &5- 1 x 210 MW, 2 x 250 MW DVC District Bankura, West Bengal - 722183	17800	150

Schedule 5: Castable Refractory Grade A For DVC Chandrapura Unit 7 DeNOx R&M (8900 kilogram)

(Minimum 50% Local content required for MII compliance)

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

Technical Specifications

Buyer Specification Document	Download
------------------------------	--------------------------

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	DVC Chandrapura	825303,Ajith Kumar, M/s. Damodar Valley Corporation Chandrapura Thermal Power Station, Post Office : Chandrapura, Dist : Bokaro, Jharkhand - 825303	8900	150

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	Tender document View	Seller shall sign and submit tender documents with confirmation to all clauses	Schedule 1: Castable Refractory Grade-A For DVC Koderma Unit-1 DeNox R&M(9000),Schedule 2: Castable Refractory Grade-A For DVC Durgapur Steel Unit 1 DeNox R&M(9000),Schedule 3: Castable Refractory Grade A For DVC Raghunathpur Ph I Units 1&2 DeNOx R&M(18000),Schedule 4: Castable Refractory Grade A For DVC Mejia Units 4&5 DeNOx R&M(17800),Schedule 5: Castable Refractory Grade A For DVC Chandrapura Unit 7 DeNOx R&M(8900)
2	Drawing View	Seller shall sign and submit the drawings	Schedule 1: Castable Refractory Grade-A For DVC Koderma Unit-1 DeNox R&M(9000),Schedule 2: Castable Refractory Grade-A For DVC Durgapur Steel Unit 1 DeNox R&M(9000),Schedule 3: Castable Refractory Grade A For DVC Raghunathpur Ph I Units 1&2 DeNOx R&M(18000),Schedule 4: Castable Refractory Grade A For DVC Mejia Units 4&5 DeNOx R&M(17800),Schedule 5: Castable Refractory Grade A For DVC Chandrapura Unit 7 DeNOx R&M(8900)

S.No.	Document Title	Description	Applicable i.r.o. Items
3	Quality plan View	Seller shall sign and submit Quality plan	Schedule 1: Castable Refractory Grade-A For DVC Koderma Unit-1 DeNox R&M(9000),Schedule 2: Castable Refractory Grade-A For DVC Durgapur Steel Unit 1 DeNox R&M(9000),Schedule 3: Castable Refractory Grade A For DVC Raghunathpur Ph I Units 1&2 DeNox R&M(18000),Schedule 4: Castable Refractory Grade A For DVC Mejia Units 4&5 DeNox R&M(17800),Schedule 5: Castable Refractory Grade A For DVC Chandrapura Unit 7 DeNOx R&M(8900)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

Buyer Added Bid Specific Terms and Conditions

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

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.

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. 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.

6. **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.

7. **Scope of Supply**

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

8. **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 100% of total value.

9. **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): BHEL / TPI
Post Receipt Inspection at consignee site before acceptance of stores: BHEL SITE

10. **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.

11. **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.

12. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Actual delivery is to be done at following address –

Schedule 1:

Chief Engineer & Project Head,

M/s Damodar Valley Corporation,

Koderma Thermal Power Station,

Dist: Koderma, Jharkhand – 825421.

Schedule 2:

Chief Engineer & Project Head,
M/s Damodar Valley Corporation,
Durgapur Steel Thermal Power Station,
Andal, Dist: Paschim Bardhaman,
West Bengal Pin-713321.

Schedule 3:

Chief Engineer & Project Head,
M/s Damodar Valley Corporation,
Raghunathpur Thermal Power Station,
P.O.-Nildih,Dumdumi, Dist: Purulia,
West Bengal, Pin-723133

Schedule 4:

Goutam Sahoo,
Mejia Thermal Power Station Units -4 &5- 1 x 210 MW, 2 x 250 MW
DVC District Bankura,
West Bengal - 722183

Schedule 5:

Ajith Kumar,
M/s. Damodar Valley Corporation
Chandrapura Thermal Power Station,
Post Office : Chandrapura,
Dist : Bokaro, Jharkhand - 825303

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---