

Bid Document

Bid Details	
Bid End Date/Time	01-09-2022 11:00:00
Bid Opening Date/Time	01-09-2022 11:30:00
Bid Offer Validity (From End Date)	90 (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-hbbp Trichy
Total Quantity	1
Item Category	Portable Hardness Tester (Q3)
Years of Past Experience Required for same/similar service	3 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Past Performance	80 %
Bid to RA enabled	No
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

Advisory Bank	State Bank of India
EMD Percentage(%)	3.20
EMD Amount	40005

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	10.00

Duration of ePBG required (Months).

15

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Dy. Engineer

Material Management /Capital Equipment DTG Building BHEL Trichy-620014 Phone No. 0431-257-7775
(Virendra Kumar)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference

Yes

MSE Purchase Preference

MSE Purchase Preference

Yes

1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

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. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Portable Hardness Tester (1 pieces)

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

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	20%
Number of days allowed for ICT after site readiness communication to seller	15 Days

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Virendra Kumar	620014,MATERIALS MANAGEMENT, IV FLOOR, BUILDING -24, HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI 14	1	70

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	Annexure C Vendor details View	Annexure C Vendor details	Portable Hardness Tester(1)

S.No.	Document Title	Description	Applicable i.r.o. Items
2	Make In India View	Make In India	Portable Hardness Tester(1)
3	Technical Specification along with PQC View	Technical Specification along with PQC	Portable Hardness Tester(1)
4	BHEL PBG format View	BHEL PBG format	Portable Hardness Tester(1)

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

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.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1) Prices Shall be F.O.R BHEL Stores, Trichy-620014 including P&F, Freight and Insurance.

2) Actual delivery to be done at:

Manager / Stores - 12,

Fossil Boilers, BHEL

Boiler Plant Project P.O.

Tiruchirappalli - 620 014,

3) Payment Terms:

a) Micro & Small Enterprises (MSEs): 45 days

b) Medium Enterprises: 60 days

c) Non-MSME: 90 days

d) 80% payment will be released within 45/60/90 days (As per the above clause a,b & c) of issue of consignee receipt-cum-acceptance certificate(CRAC).

b) Balance 20% of Supply value will be paid against Final Minutes of Meeting for E&C, jointly signed by BHEL and Supplier and submission of Performance Bank Guarantee (PBG).

4) EARNEST MONEY DEPOSIT (EMD): Earnest Money Deposit shall be INR 40,000, However, while floating in gem the nearest value possible to be fed in the system is 3.20% i.e. Rs.40,005..44.

In Order to ensure that the successful bidder / vendor does not refuse to execute the Order, after award of

the same on him, each bidder / vendor will be required to furnish Earnest Money Deposit (EMD) along with their tender. EMD by the Tenderer will be forfeited as per Tender Documents if, after opening the tender, the Tenderer on his own makes variation in his earlier quoted rates or revokes/change any other condition of his tender within the validity period.

EMD is to be submitted in cash (as permissible under Income Tax Act), Pay Order or Demand Draft or through e-payment (as per the details given below). DD shall be in favor of "Bharat Heavy Electricals Limited, Tiruchirappalli".

BHEL Bank Details:

BENEFICIARY: BHEL

ACCOUNT NO: 10891588977

SWIFT: SBININBB190

IFSC CODE: SBIN0001363

BANK: STATE BANK OF INDIA

BRANCH: HE / KAILASAPURAM

PLACE: TRICHIRAPPALLI, INDIA.

Please note that after e-transfer (EMD amount), submit the remittance copy (scanned version) to BHEL through email and the hard copy should be submitted along with the offer in Part -I sealed envelope.

EMD can also be submitted through SBI e-collect by the following steps:

- a) <https://www.onlinesbi.com/prelogin/icollecthome.htm>
- b) Select and proceed
- c) Select state: Tamil Nadu and Type of corporate/ institution: Industry, then press go
- d) Select Industry Name: BHEL Trichy
- e) Select Payment Category: Vendor EMD
- f) Fill necessary fields and proceed

4.1) RETURNING OF EMD:

- a) EMD given by all unsuccessful Tenderer shall be refunded on award of LOI/PO on successful Tenderer.
- b) The EMD of successful bidder shall be returned after receiving PBG (Performance Bank Guarantee).
- c) EMD shall not carry any interest.
- d) The EMD amount for this Tender will be (INR) :
- e) EMD is exempted for MSE Vendors having UDYAM registration Certificate. Vendor to submit covering letter with attested copy of Udyam Certificate for EMD exemption.

5) Delivery period shall be as per the below:

- a) Supply Period: 10 week i.e. 70 days from the date of PO.
- b) E&C period: 2 weeks

6) PERFORMANCE BANK GUARANTEE (PBG):

- a) The vendor shall submit a Performance Bank Guarantee (PBG) for 10% of the Purchase Order value in the format enclosed (Shall be provided later to L1 bidder after releasing P.O) covering the agreed Guarantee period (with additional 3 to 6 months as claim period).
- b) The Bank Guarantees (PBG) shall be issued exactly as per the BHEL Provided Format without any deviation by any one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by any Consortium Bank of BHEL.

c) All bank charges incurred on account of issuance of PBG will have to be borne by the vendor.

d) The Bank Guarantee bonds (BG) are to be submitted on non-judicial stamp paper / e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s)) and should be only from any one of the Consortium Banks of BHEL. (List Enclosed)

e) It should be signed by TWO bank officials with Rubber stamp containing names & employee numbers of bank officials.

f) It should be submitted with bank covering letter with sign and seal of the bank official.

g) Offers from vendors not accepting to submit PBG are liable for rejection

7) SHORT SUPPLY / WARRANTY REPLACEMENT:

In case, any shortage is noticed vis-a-vis PO requirement in the main equipment / spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL for such short supplies shall be borne by the supplier.

Warranty Replacements during Guarantee period at supplier's cost on FOR BHEL Works basis.

8) RISK PURCHASE:

BHEL at its option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute thereof. The supplier shall be liable for any loss which BHEL may sustain by reason of such risk purchases in addition to LD at the maximum rate mentioned in the LD clause above. Confirm your acceptance.

The value under Risk purchase clause shall be calculated as follows:

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

Where,

i. A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

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

iii. 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 work/ supply

Difference of Tendered/Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of PO/Contract', shall be taken as balance scope of Supply for calculating risk & cost amount.

Note: In case vendor fails to fulfil any of the PO / Contract obligations as per PO/Contract, PO/contract shall be cancelled and appropriate cost shall be deducted from the vendor's pending bills in BHEL Trichy (or) across the BHEL units.

9) Performance Guarantee / Warranty:Min.12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier.

10) Service:

a) Supplier must be available at BHEL works within 10 days from the service call by BHEL during guarantee period.

b) In case the equipment/accessory cannot be rectifiable at BHEL works, supplier must arrange an alternative equipment/accessory on returnable basis within 15 days from the service call till the original equipment gets rectified/replaced with new one.

11) Training on operation & maintenance : Bidder to provide training on operation of instrument at BHEL works during commissioning.

12) Installation & commissioning & performance prove out: Installation & Prove out has to be done by the supplier at BHEL works for the range of materials specified at clause 1.2, BHEL Trichy - 1 no.

13) Test Certificate: The total assembly of equipment shall be tested for its performance by the supplier at supplier's work prior to dispatch of the equipment and test certificate shall be given.

14) Service manual: One Hard copy and one soft copy per instrument has to be provided.

15) Arbitration & conciliation: Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Tiruchirappalli, Tamil Nadu.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of this Clause, the Courts at Tiruchirappalli, Tamil Nadu shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

IMPORTANT NOTES:

a) The supplier shall give point-by-point confirmation by elaborating the technical feature of the offered system, with reference to the above specification. Additional literature on principle of operation shall be given. Just mentioning 'YES' or "CONFIRMED" is not acceptable.

b) Deviation statement (if any) shall be given along with the offer.

c) The un-priced price bid indicating clearly the offered items shall be enclosed along with the technical offer.

d) Offers incomplete with respect to the above are liable for rejection.

3. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

4. **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 %.

5. **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.

6. **Generic**

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

7. **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.

8. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

9. **Generic**

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

10. **Generic**

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

11. **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.

12. **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.

13. **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.

14. **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.

15. **Purchase Preference (Centre)**

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and

such undertaking shall become a part of the contract.

16. OEM

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

17. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of BHEL payable at TRICHY TAMILNADU.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

18. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name BHEL Account No. 10891588977 IFSC Code SBIN0001363 Bank Name STATE BANK OF INDIA Branch address HE / KAILASAPURAM TRICHY TAMILNADU 620014.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

19. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address Manager / Stores - 12, Fossil Boilers, BHEL Boiler Plant Project P.O. Tiruchirappalli - 620 014, TAMILNADU.

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---