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BID DETAILS

TECHNICAL EVALUATION

FINANCIAL EVALUATION

BID AWARDED

1. Bid DETAILS

Bid Number: **GEM/2020/B/888187** (/showbidDocument/1982613)**Bid Status:** Active**Quantity:** 650000**Bid Life Cycle (From Publish Date):** 90 (Days)**Bid Validity (From End Date):** 75 (Days)**Bid Start Date / Time:** 24-11-2020 10:55:16**Bid End Date / Time:** 07-12-2020 14:00:00**Bid Opening Date / Time:** 07-12-2020 14:30:00**Consignees/Reporting Officer / Delivery Location(S)****Average Turn Over of Last 3 Years:** 45 Lakh (s)

Buyer Details

Name: Shino Thomas**Address:** Shino Thomas,TAMIL NADU,0431-2577501-,Buycon211.Bhelb .Tn@Gembuyer.In,India,MA TERIALS MANAGEMENT, IV FLOOR, Building -24 TIRUCHIRAPPALLI 14,620014,TIRUCHIRAPPA LLI**Ministry:** Ministry Of Heavy Industries And Public Enterprises**Department:** Department Of Heavy Industry**Organisation:** Bharat Heavy Electricals Limited (Bhel)**Office:** 10140027-Hpbb Trichy

Corrigendum Details

Modified On: 2020-11-29
12:18:55

Bid extended to **2020-12-07 14:00:00**

Bid Opening Date : **2020-12-07 14:30:00**

Modified On: 2020-11-29
12:19:44

Updated T&C View

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Bid Document

Bid Details	
Bid End Date/Time	04-12-2020 14:00:00
Bid Opening Date/Time	04-12-2020 14:30:00
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	650000
Item Category	Liquid Oxygen
Bidder Turnover (Last 3 Years)	45 Lakh (s)
Experience Criteria	2 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years Of Experience and Turnover	Yes
Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,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
Past Performance	30 %
Bid to RA enabled	No
Inspection Required	No
Estimated Bid Value	9434100

EMD Detail

Required	No
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ePBG Detail

Required	No
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Splitting

Seller	Splitting in percentage
L1	70
L2	30

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. Bid Splitting: L1 would be awarded contract for highest percentage indicated in the bid splitting ratio. For the rest of the bid quantity, the L-1 rates / lowest accepted rate will be counter offered to the next higher quoting bidder(s) for price matching. On acceptance of the counter offer, the order will be placed on next higher quoting bidder(s) for the respective percentage. In case of nonacceptance of the counter offer by the next higher quoting bidder(s), a similar offer shall be made to L3 and L4, and so on. In case counter offered rates are not accepted for ratio of splitting quantity as per bid document by any of the subsequent bidders, the left over quantity will be divided between bidders who have accepted the rates in the ratio of their originally allocated quantities subject to their confirmation and after getting consent on mutually agreed delivery schedule for the additional quantity.

3. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% 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.

Liquid Oxygen (650000 cubic meter)

Technical Specifications

[* As per GeM Category Specification](#)

Specification	Specification Name	Values	Bid Requirement (Allowed Values)
Certification	Conforming to IS:309(Latest)	Yes	*
	Whether ISI Marked	No	*
	CM/L Number	-	*
Test Report	Availability of Test reports from Central Govt/State Govt/NABL/ILAC accredited lab to prove conformity to the specification	Yes	*
	Test Report to be submitted to the Buyer on Demand	Yes	*
	In case of Liquid oxygen supply shall be made in insulated tanker which will be off loaded into consignee's storage facility which is created by the supplier, facility charge will be payable extra at specified rate seperately by the Buyer/consignee	Yes	*
REQUIRMENTS	"Purity, percent by volume when tested by the method prescribed in Annex A of IS:309(latest), max"	99.7	*
	Dew Point	"moisture content in oxygen shall be not more than	*

		0.102 g/Nm ³ corresponding to dew point of -40°C when tested by the method prescribed in Annexure of B-5 of IS:309(latest)"	
	Volume fraction of carbonmonoxide	1.0e-06	*
	Volume fraction of carbondioxide	1.0e-06	*
	Volume fraction of hydrocarbons expressed as methane	0.001	*
Marking	"The cylinders may also be marked with the Standard Mark"	Yes	*
	"The use of the Standard Mark is governed by the provisions of the Bureau of Indian Standards Act, 1986 and Rules and Regulations made thereunder The details of conditions under which the licence for use of the Standard Mark may be granted to manufacturers or producers may be obtained from the Bureau of Indian Standards"	Yes	*
Coverision factor	Conversion Factor for Liquid oxygen: 1 Kg of liquid Oxygen= 0 point 769 Cu-m (at 27 degree C and normal pressure)	Yes	*
Guarantee/Warranty	The period of Guarantee/Warranty shall be 12 months from the date of receipt of stores by consignee	Yes	*

* Specifications highlighted in bold are the Golden Parameters.

* Bidders may note that In respect of non-golden Parameters, the specifications 'Values' chosen by Buyer will generally be preferred over 'Bid requirement (allowed Values) by the Buyer.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Shino Thomas	620014,MATERIALS MANAGEMENT, IV FLOOR, Building -24 TIRUCHIRAPPALLI 14	650000	365

Bid Specific Additional Terms and Conditions

- 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.

- 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.
2. 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.
 3. **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): Seller at seller works
Post Receipt Inspection at consignee site before acceptance of stores: BHEL Engineers at BHEL-Trichy
 4. 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.
 5. 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.
 6. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
 7. Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
 8. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
 - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
 - b. Execution certificate by client with order value.
 - c. Any other document in support of order execution like Third Party Inspection release note, etc.
 9. Scope of supply (Bid price to include all cost components) : Only supply of Goods
 10. 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 25% of total value.
 11. Preference to Make In India products (For bids less than 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 50%. 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. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
 12. 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 %.
 13. 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 2 years 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 year. In case of bunch bids, the primary product having highest value should meet this criterion.
 14. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent 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.

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

16.1. 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.

17. After award of contract – Successful Bidder shall have to get advance sample approved from buyer before bulk manufacturing / starting bulk supplies. Successful Bidder shall submit 1 samples for Buyer's approval, within 7 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 7 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample – the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller. Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

18. 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.

[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---

- 1: **PRE QUALIFICATION CRITERIA:** Only those vendors who have experience/meeting the points specified in Sl.No.(1.1) (1.2) and (1.3) and submitting the requested documents are eligible to participate in the tender and further evaluation. #If not meeting the qualification criteria the tender is liable for rejection# (1.1) Offers from the liquid oxygen manufacturers alone will be accepted. Bidders shall submit relevant documents for proof of manufacturer and shall submit valid license obtained by Chief Controller of Explosives/PESO for their liquid oxygen premises. (1.2) Bidder must have manufacturing capacity of minimum 20MT per day of liquid oxygen. Bidders shall submit relevant documents for proof of manufacturing capacity. (1.3) Bidder must have at least 2 year's experience in the field of manufacture and supply of liquid oxygen in cryogenic tankers. Bidders shall submit relevant documents for proof of experience like Purchase order copies not later than 01.01.2018
- 2: **TECHNICAL SPECIFICATIONS (points 1 to 3) # Point 1)** Supply of Liquid Oxygen(LOX) in supplier's cryogenic tanker to 13KL capacity Cryogenic Liquid Oxygen Vessels at BHEL Trichy. # Point 2) Liquid Oxygen supply shall be confirming to IS:309 (2005/ Latest revision) with purity of minimum 99.5% by volume. The supplied oxygen is required for industrial application at BHEL Trichy. # Point 3) Data Sheet and Certificate; Product data sheet material safety data sheet shall be provided to BHEL along with the first supply of liquid oxygen and test certificate of oxygen gas confirming to specifications as per IS:309 and indicating purity from any accredited lab shall be provided to BHEL for each supply of liquid oxygen. ISI marking on the product is not applicable.
- 3: **TECHNICAL SPECIFICATIONS # point 4)** Transportation: Supplier's cryogenic tanker/Road tanker carrying liquid oxygen should be approved for the purpose and before entry in BHEL it should be complete with all safety and other necessary fittings as per CCOE/PESO. The Supplier's cryogenic tanker/Road tanker shall be accompanied with Product data sheet material safety data sheet Transport Emergency Card spark arrestor and meet other statutory norms. Supplier shall ensure compliance of the requirements as per Motor Vehicles Act.
- 4: **TECHNICAL SPECIFICATIONS # Point 5)** Unloading at BHEL Trichy; The filling joint of the Cryogenic Liquid Oxygen Vessels at BHEL Trichy is fitted with one-inch flange SORF ANSI B16.5 Class 300 end connection. Supplier shall suitably arrange the required end connection with gaskets for mating to BHEL cryogenic vessel filling joint including arranging of the suitable flexible unloading hose for transfer of liquid oxygen. The transportation of liquid oxygen and its unloading in the Cryogenic Liquid Oxygen Vessels at BHEL Trichy shall be in supplier's scope. Trained driver/operator is to be arranged by the supplier along the road tanker and the operators who handle cryogenic liquid shall be equipped with the necessary Personal Protective Equipment (PPE).
- 5: **TECHNICAL SPECIFICATIONS (points 6 to 7) # Point 6)** Measurement criteria:-The liquid oxygen delivered in Kgs. will be arrived from the weight difference between incoming tanker and outgoing tanker. The conversion factor from weight to volume is "1Kg of Liquid oxygen = 0.769 cubic meter of oxygen gas" at 27 Deg. C and at 1 atmosphere. # Point 7) Delivery schedule:-The supply of liquid oxygen shall be made in a staggered manner based on monthly schedule (staggered delivery period) indicated in Supply order .The liquid oxygen supply as per L schedule shall be ensured by the supplier.
- 6: **TECHNICAL SPECIFICATIONS (points 8 to 9) # Point 8)** Back up facility/Alternative arrangement:-The vendor shall have sufficient back up facility/make alternative arrangement for ensuring supply of liquid oxygen as per BHEL schedule in case of breakdown of their manufacturing plant/any other issues pertaining to supply of liquid oxygen. # Point 9) Splitting of total tender quantity:-Order will be split in the ratio of 70:30 basis of total tender quantity. The split will be 70% to L1 bidder and balance 30% will be awarded at matched L1 F.O.R rate in the order of commercial ranking except H1 bidder. In case of counter offering rate does not accepted by the L2 L3 L4..etc vendors such counter offered quantity also will be ordered on L1 vendor.

Disclaimer: This corrigendum has been published by the Buyer after due approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of the above clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process owing to publication of such corrigendum due to modification of technical specification and / or terms and conditions governing the bid. Buyer has been allowed to publish this corrigendum for upfront information of prospective sellers so that bidder can respond to bid with matching catalog and conditions of bid (if modulated due to publication of the corrigendum on the GeM portal). However, it is to be noted that buyer organization is solely responsible for the corrigendum.