



Bid Number: GEM/2022/B/2545678

Dated: 19-09-2022

Bid Document

Bid Details	
Bid End Date/Time	29-09-2022 14:00:00
Bid Opening Date/Time	29-09-2022 14:30:00
Bid Offer Validity (From End Date)	150 (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	Boiler Auxiliaries Plant Ranipet
Total Quantity	550
Item Category	REJ 300 NB , REJ 350 NB
BOQ Title	REJ Balance for Ranipet
Years of Past Experience Required for same/similar service	1 Year (s)
MSE Exemption for Turnover	Yes
Startup Exemption for Turnover	Yes
Document required from seller	Experience Criteria,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),Compliance of BoQ specification and supporting document *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	H1-Highest Priced Bid Elimination
Primary product category	REJ 350 NB
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 Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. 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. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. 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.
3. 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.
4. 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.
5. 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.

6. 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.

7. 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

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	Rej 300 Nb	150
Schedule 2	Rej 350 Nb	400

REJ 300 NB

(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

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Venugopal Thirugnanasambandam	632406,INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET	150	180

REJ 350 NB

(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

Specification Document	View File
BOQ Detail Document	View File

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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. Generic

After award of contract - Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's

approval, within 15 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 21 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing- the delivery period shall be refixed without LD for the period of delay in approval of Drawing.

3. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address Stores Incharge, Sub delivery ward, Ward N1, East Gate, Stores-BAP BHEL Ranipet TN 632406.

4. **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.

5. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

6. **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.

7. **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.

8. **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 AIA through cqir portal along with customer inspection for Panki quantum
Post Receipt Inspection at consignee site before acceptance of stores: BHEL

9. Scope of Supply

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

10. 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 20% of total value.

11. 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.

12. Purchase Preference (Centre)

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

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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.

13. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

BHEL Ranipet Enq for: Rubber Expansion Joint

Sub: Requirement for “Design, Manufacture, Pre-dispatch inspection, Packing, Forwarding, dispatch, transportation, and Supply of Rubber expansion joint” for BHEL Site by BHEL-Ranipet.

Scope of supply: As subjected above in confirmation with Quality plan and tech Spec. The package consists of:

Sch	Material code	DESCRIPTION	Qty set	Delivery req	Quoted/ Not quoted
1	96F230300000	300 NB Rubber Expansion Joint	150	24-11-2022	
2	96F230350000	350 NB Rubber Expansion Joint	400	24-11-2022	

Destination: Stores-Incharge, Ward N1, Sub-delivery stores, East Gate, BAP BHEL Ranipet 632406 TN

Delivery required date: *As per above table* or within 6 months from the date of manufacturing clearance, whichever is later. Bidder to quote the best possible delivery from the date of manufacturing clearance. Abnormal quoted delivery, liable for rejection of offer.

Pre-Qualification requirement (PQR):

1. Technical -.

SL	Pre-Qualification Requirement (PQR)	Bidder’s Reply with Supportive documents
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1	Bidder should be original manufacturers or OEM authorized distributor /agent/trader. Relevant documentary evidence for manufacturer or valid dealership certificate shall be provided.	
2	Suppliers shall indicate their experience for the tendered specifications. Copy of 1 set of PO, Invoice with co-related test certificates to be submitted for Rubber Expansion Joints or similar product. Documents should not be older than 3years from tender opening date.	
3	Suppliers shall not have been banned / black listed / by BHEL Ranipet or any other unit/region/sector of BHEL. Self declaration shall be provided.	
4	Confirmation to the Specification / Drawing / Dimension / Size, Quality plan and Inspection check list. Signed copy Technical specification FWQS:024 shall be submitted as a proof of conformity.	
5	Compliance to all provision of Technical Bid Documents. Signed copy of "Certificate of Compliance" for Nil Technical Deviation-Format attached in bid document	
6	BHEL reserves the right to verify information / confirmation furnished by asking additional documents Proofs etc.	
7	BHEL reserves the right to visit supplier's works to audit and inspect to ensure the capability for technical evaluation.	
8	Compliance to all the above Pre-qualification requirements is mandatory. In absence of PQR compliance vendor's offer are liable for rejection	
9	Declaration: We understand that all the proofs/documents submitted by our firm for all the above points are subject to verification and in case BHEL finds any discrepancy in any of the documents submitted by us like fake/false/forged documents, Certificates or information, action may be taken against our firm as per extant guidelines of BHEL.	
SL	Pre-Qualification Requirement (PQR)	Bidder's Reply with Supportive documents

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Technical requirement

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(a). Manufacturing: Document Submission-Drawing, Data sheet and quality plan shall be submitted upon ordering for approval by BHEL. **Manufacturing clearance** will be provided upon approval of drawing with data sheet and QAP. Manufacturing shall be as per attached technical specification in the bid, Approved drawing, Quality plan and Data sheet. **Inspection:** as per CI (b) below stated. **Dispatch Clearance:** Upon submission of inspection reports along with test certificates in original and Packing list dispatch clearance will be provided by BHEL.

(b). Inspection: Inspection (call to be raise by supplier at BHEL CQIR portal) before despatch at supplier's works (as per Quality terms and Quality plan) by BHEL/authorised agency (TPI-Third Party Inspection), for indigenous supplies at BHEL cost. **Inspection includes for painting and packing** also, as applicable. All the Test and inspection reports shall be sent to BHEL-Ranipet for review and dispatch clearance. Packing list and weighment details shall be sent for release of GMS by Engineering-BAP. Base on release of GMS, CoC No shall be issued by QC-BHEL. On receipt of CoC, and packing list, request letter from commercial-BAP to be submitted to QC-BHEL for issue of MDCC.

(c). Packing requirement: Packing shall be waterproof packets, and the material code with description & Supplier name shall be marked on the packing such that the transit and weather damages shall be avoided.

(d). Documents: Accepted IR copy along with relevant test certificates (in original) before despatch to be given to BHEL. This is required for Dispatch clearance.

(e). Reverse Auction shall be conducted, Line item basis L1 shall be taken for comparison and Ordering. Each item shall be ordered separately.

(f). Delivery Location: FOR destination Stores-Incharge, Ward N1, Sub-delivery stores, East Gate, BAP BHEL Ranipet 632406 TN

Note:

1. Quote shall be in INR only **inclusive of Taxes (GST)**.
2. MSE firm shall upload the UDYAM portal registration certificate
3. Relevant documents/formats are attached in Additional scope of GeM bid. Documentary evidences shall be uploaded for PQR
4. Quoted rate shall be inclusive of GST, as per GeM terms and condition.
5. Non Submission of any of required documents as listed below, attracts for offer rejection.
6. Package wise package basis evaluation methodology shall be adopted
7. Jurisdiction at Ranipet shall be applicable
8. Payment: 100% Payment in 90 days (45 days for MSE and 60 days for medium category against the submission of UDYAM certificate, UAM shall not be accepted for any benefit to MSE under norms and guidelines issued by MSME.)

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List of documents to be attached (filled in signed stamped copy):

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1. NIT copy
2. Tech spec (BHEL and customer) along with all annexures filled in along with all annexures
3. Filled in QAP (Sample attached) along with CQR and annex Q
4. Filled-in Make in India declaration on Letter head (format attached)

5. Udyam portal registration copy if MSE bidder
6. PQR-Technical documents
7. CoC format

For any query: Kindly provide the “REJ” in the subject of mail.

mail: ckbharti@bhel.in; jecashish@bhel.in

Ph: 9488 58 9287 / 7010 75 1675

You may raise the query through GeM also.

14. **Warranty**

Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

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---