

Bid Document

| Bid Details | |
|--|---|
| Bid End Date/Time | 03-07-2021 16:00:00 |
| Bid Opening Date/Time | 03-07-2021 16:30:00 |
| Bid Life Cycle (From Publish Date) | 90 (Days) |
| Bid Offer Validity (From End Date) | 65 (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-hppb Trichy |
| Total Quantity | 17 |
| Item Category | PITOT+ FLOW TRANSMITTER(DILUTION AIR LINE) , PITOT+ FLOW TRANSMITTER(DILUTION AIR LINE) spare , PITOT+ FLOW TRANSMITTER(DISTRIBUTION LINE) , PITOT+ FLOW TRANSMITTER(DISTRIBUTION LINE) spare |
| 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 |
| Primary product category | PITOT+ FLOW TRANSMITTER(DILUTION AIR LINE) |
| Time allowed for Technical Clarifications during technical evaluation | 3 Days |
| Evaluation Method | Total value wise evaluation |

EMD Detail

| | |
|----------|----|
| Required | No |
|----------|----|

ePBG Detail

| | |
|----------|----|
| Required | No |
|----------|----|

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.

PITOT+ FLOW TRANSMITTER(DILUTION AIR LINE) (2 pieces)

(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 | VISHWAJEET KUMAR | 425307,1x660 MW Bhusawal Thermal Power station, Deep Nagar NH-6, Bhusawal Dist Jalgaon Pincode:425507 | 2 | 100 |

PITOT+ FLOW TRANSMITTER(DILUTION AIR LINE) Spare (1 pieces)

(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 | Murugesan Govindan | 620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA. | 1 | 180 |

PITOT+ FLOW TRANSMITTER(DISTRIBUTION LINE) (12 pieces)

(Minimum 50% Local content required for MII compliance)

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

Technical Specifications

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

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Quantity | Delivery Days |
|-------|-----------------------------|---|----------|---------------|
| 1 | VISHWAJEET KUMAR | 425307,1x660 MW Bhusawal Thermal Power station, Deep Nagar NH-6, Bhusawal Dist Jalgaon Pincode:425507 | 12 | 100 |

PITOT+ FLOW TRANSMITTER(DISTRIBUTION LINE) Spare (2 pieces)**(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 | Murugesan Govindan | 620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA. | 2 | 180 |

Buyer added Bid Specific Additional Scope of Work

| S.No. | Document Title | Description | Applicable i.r.o. Items |
|-------|---|---|--|
| 1 | PQR View | PQR for Pitot tube with flow transmitters | PITOT+ FLOW TRANSMITTER(DILUTION AIR LINE)(2),PITOT+ FLOW TRANSMITTER(DILUTION AIR LINE) Spare(1),PITOT+ FLOW TRANSMITTER(DISTRIBUTION LINE)(12),PITOT+ FLOW TRANSMITTER(DISTRIBUTION LINE) Spare(2) |
| 2 | SPECIFICATION View | SPECIFICATION _PACKING | PITOT+ FLOW TRANSMITTER(DILUTION AIR LINE)(2),PITOT+ FLOW TRANSMITTER(DILUTION AIR LINE) Spare(1),PITOT+ FLOW TRANSMITTER(DISTRIBUTION LINE)(12),PITOT+ FLOW TRANSMITTER(DISTRIBUTION LINE) Spare(2) |
| 3 | Self Certification Format View | Self Certification Format | PITOT+ FLOW TRANSMITTER(DILUTION AIR LINE)(2),PITOT+ FLOW TRANSMITTER(DILUTION AIR LINE) Spare(1),PITOT+ FLOW TRANSMITTER(DISTRIBUTION LINE)(12),PITOT+ FLOW TRANSMITTER(DISTRIBUTION LINE) Spare(2) |

| S.No. | Document Title | Description | Applicable i.r.o. Items |
|-------|---|---------------------------------------|--|
| 4 | Sub-Delivery Enquiry Deviation Format View | Sub-Delivery Enquiry Deviation Format | PITOT+ FLOW TRANSMITTER(DILUTION AIR LINE)(2),PITOT+ FLOW TRANSMITTER(DILUTION AIR LINE) Spare(1),PITOT+ FLOW TRANSMITTER(DISTRIBUTION LINE)(12),PITOT+ FLOW TRANSMITTER(DISTRIBUTION LINE) Spare(2) |

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 Additional Terms and Conditions

1. 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 5 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.
2. **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.
3. 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 %.
4. 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. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
6.
 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. 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.
8. **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 APPROVED TPI
Post Receipt Inspection at consignee site before acceptance of stores: BHEL
9. Warranty period of the supplied products shall be as given in specifications 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.

10. Buyer Added text based ATC clauses

1. **Delivery Term:** Vendor shall quote unit price on **FOR / Destination basis** inclusive of Packing & Forwarding, Freight & GST. Insurance will be on BHEL scope. Main items are to be dispatched to **Bhushawal project site** & Spare items are to be dispatched to **BHEL Trichy stores**.
2. **PQR: Offers not meeting Pre-Qualification Requirement will not be considered further for evaluation.**
3. **Vendor approval:** Customer approval of vendor is applicable for Bhusawal Project. After opening of Part-I bid, Bidders who are not approved by customer for this items, will be asked to submit the credentials for customer approval. Subsequently, if the bidder is not approved by customer before Price Bid opening, their offer will be liable for commercial rejection. Vendor offers will be considered for PART 2 (Price bid) opening subject to the fulfilment of PQR requirement, techno-commercial suitability and approval of vendor by customer.
4. **Document Submission after PO:** Complete set of applicable documents viz., Datasheet, GA drawing and Quality Plan are to be submitted for BHEL / customer approval.
5. **Inspection & testing requirements:** Inspection and testing requirements are to be carried out as per the specification and BHEL/customer approved QAP; all test certificates are to be submitted in complete set as indicated in our specification /QAP. In case of Vendor QP the same shall be submitted for approval along with the offer.
6. **Inspection notice period:** Vendor shall raise inspection call to Third Party Inspection Agency / BHEL at least one working day, prior to the proposed date of inspection at vendor works. Dispatch instructions will be provided on receipt of clear inspection report. No material should be dispatched without our dispatch clearance. Vendor shall dispatch the consignment immediately after getting dispatch clearance from BHEL.
7. **Self-certification:** In line with Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT, vendor to submit Self-certification in Letterhead indicating the percentage of Local content as per given format.
8. **MSE :** Vendor to submit UDYAM Registration copy to validate MSE status.
9. **Deviation:** Vendor to indicate deviations (if any) in the Sub Delivery Enquiry Deviation Format as attached format.
10. **Delivery days: Main items-100 days** from document approval & **Spare items-180 days** from document approval. Delivery days shall inclusive of all the activities like manufacturing, inspection, Packing & Forwarding and dispatch.
11. **Reverse auction (RA): RA is applicable & same will be conducted as per GeM operating Procedure through GeM portal.**
12. **Evaluation:** Offer evaluation will be on **single package** basis. Main & spare items are considered as single package.

| Material Code | Item | Qty | Supply | Delivery |
|------------------|--|--------|--------|---------------------|
| L17271SC31205001 | PITOT+FLOW TRANSMITTER(DILUTIO N AIR LINE) | 2 nos | Main | Project site |
| L17271SC31205002 | PITOT+FLOW TRANSMITTER(DISTRIB UTION LINE) | 12 nos | | |
| L1727SSC31204001 | PITOT+FLOW TRANSMITTER(DILUTIO N AIR LINE) | 1 no | Spares | BHEL /Trichy stores |

| | | | | |
|----------------------|--|-------|--|--|
| L1727SSC312040 02 | PITOT+FLOW TRANSMITTER(DISTRIB UTION LINE) | 2 nos | | |
|----------------------|--|-------|--|--|

Delivery: Main items to Project site & spare items to BHEL Trichy stores

13. **Guarantee Certificate** shall be provided valid for the period of **18 months from the date of supply or 12 months from the date of commissioning whichever is earlier.**

14. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

15. **SPECIAL POWER TO TERMINATION**: If at any time after the award of contract, BHEL shall for any reason

whatsoever does not require whole or any part of the contract to be carried out, then Head of MM shall give notice in writing of the fact to the Contractor and terminate the contract. The contractor shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the contract.

16. **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 (the place from which the contract is issued). The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause above, the Courts at TRICHY 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.

In case of contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises.

The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

17. **JURISDICTION:** In case of any suit or other legal proceedings arising under or relating to this Contract,

the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the aforesaid arbitration clause.

18. **SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS :** Penal action can be initiated on the suppliers / Contractors in line with extant 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors'. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page".

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions.

19. **SECURITY OF CONFIDENTIAL INFORMATION :** The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the

contract.

All the input details: transmittals and sample drawings supplied for preparation of drawings are confidential information of BHEL for specific purpose only. The contractor shall never pass on / part with the information to anybody and shall maintain the secrecy of the information. As soon as the bills are certified by BHEL, all the relevant drawing files shall be erased from PCs and shall not be made use under any circumstances.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

For any clarification, kindly contact:

Mr. G. Murugesan, Sr. Engineer/MM/BOI Tel: 0431-2577072, email: gmuru@bhel.in

Mr. Bimal Kanta Sethi, Manager/MM /BOI Tel: 0431-2574175, email: bksethi@bhel.in

Mr. K. Saravanakumar, SAO Gr.1/Materials Management/BOI, email: sbpurdd@bhel.in

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---