

Bid Document

Bid Details	
Bid End Date/Time	24-12-2021 14:00:00
Bid Opening Date/Time	24-12-2021 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	10020009-cffp Haridwar
Total Quantity	1
Item Category	Electrical Panel & Other Components for Electrical Retrofitting of Horizontal Borer Machine WD 220A (Q3) ()
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Time allowed for Technical Clarifications during technical evaluation	3 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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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. 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 25%(selected by Buyer) percentage of total QUANTITY.

3. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Electrical Panel & Other Components For Electrical Retrofitting Of Horizontal Borer Machine WD 220A (1 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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Technical Specifications

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	28 Days

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Pramod Kumar Mishra	249403,Central Foundry Forge Plant, BHEL, Ranipur, Haridwar	1	126

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	SPECIFICATION ER/WD220A/01 View	SPECIFICATION ER/WD220A/01	Electrical Panel & Other Components For Electrical Retrofitting Of Horizontal Borer Machine WD 220A(1)
2	ITEM DETAILS (ANNEXURE-I) View	ITEM DETAILS (ANNEXURE-I)	Electrical Panel & Other Components For Electrical Retrofitting Of Horizontal Borer Machine WD 220A(1)
3	PRE-QUALIFICATION CRITERIA (PQC) View	PRE-QUALIFICATION CRITERIA (PQC)	Electrical Panel & Other Components For Electrical Retrofitting Of Horizontal Borer Machine WD 220A(1)
4	PERFORMANCE BANK GUARANTEE (PBG) FORMAT View	PERFORMANCE BANK GUARANTEE (PBG) FORMAT	Electrical Panel & Other Components For Electrical Retrofitting Of Horizontal Borer Machine WD 220A(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

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 %.

2. 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.

3. Generic

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

4. 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.

5. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address CFFP BHEL RANIPUR HARIDWAR-249403 UTTRAKHAND.

6. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

7. 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.

8. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Vendor to submit drawings within 8 weeks from placement of PO. However, Total delivery time/schedule will be same.
2. Machine will be available for commissioning tentatively within 60 days from date of material delivered by vendor.
3. Delivery schedule given in tender enquiry is inclusive of duration for drawing submission, approval & PDI.
4. TC & GC required as per Specification.
5. Final Inspection will be done at CFFP BHEL STORES.

6. Early delivery is acceptable.

7. Bidders need to qualify the Pre-Qualification Criteria (PQC) for consideration of their offer.

8. **Payment Terms:** 80% payment of Supply value plus 100% Taxes & Duties shall be made within 45 days from the date of receipt of material at CFFP / BHEL. Balance 20% of Supply value will be paid after commissioning of equipment and on receipt of Performance Bank Guarantee (PBG) valid for 30 days beyond the Guarantee/ Warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total purchase order (P O) value in the prescribed Format. The PBG confirmation charges shall be borne by vendor.

9 . **Risk Purchase:** In case of delayed/defective supplies or non- fulfillment of any other terms & conditions given in the Purchase Order, the purchaser may cancel the purchase order in full or part thereof and may also make the purchase of such material at the risk & cost of supplier. In case of non- agreement of this term your offer shall not be considered.

10. Performance Bank Guarantee (PBG) format attached.

SPECIAL TERMS & CONDITIONS

This section details Special Terms & Conditions under which the contract is to be executed. These Terms & Conditions are in addition to the General, Safety and Other Terms & Conditions of BHEL, applicable as per BHEL Purchase Policy. The Special Terms and Conditions applicable are as below:

A. For acceptance of the tender submitted by BHEL:

- a. All the bidders are recommended to visit the plant (CFFP) for a first hand appraisal of the machines. Any presumption regarding the condition of the machine, by the bidder, shall not be entertained at a later stage.
- b. For all material part, all the components are to be of same make as specified under Annexure A. **Complete and detailed Bill of Material is to be submitted by the bidder** along with reference of Annexure A. Any deviation from the specified makes may result into rejection of the tender without any further communication.
- c. All the bidders have to specify the delivery schedule of material part of the contract in the technical bid. The upper limit to the delivery period will be 18 Weeks from the date of issue of purchase order. Also, this will form the basis for finalizing the date of handing over the machine to contractor, by BHEL, for the purpose of start of work. Delivery Period is inclusive of PDI & drawing approvals. No additional time will be given for these activities.

- d. Bidders have to specify the time period required for dismantling of old and installation of new system, from the date of handing over the machine to them for the purpose of installation work, separately. The upper limit to this installation & commissioning will be 4 weeks.

B. Pre-dispatch inspection (PDI):

- a. Pre-dispatch inspection of all the items covered under Scope of Supply Annexure-A shall be carried out by BHEL at vendor's works. Vendor must intimate at least 3 weeks in advance for the PDI.
- b. Supplier shall invite BHEL for carrying out pre- dispatch inspection.
- c. Before inviting BHEL for pre-dispatch inspection vendor will submit Bill of material for material under SOS with at least 7 days prior notice. Copy of electrical drawing/ schematic of machine will also be provided to BHEL.
- d. Deputed BHEL persons shall do pre acceptance at vendor works and give dispatch clearance.
- e. Expenses of Boarding and lodging of BHEL personnel during PDI shall be borne by BHEL

c. For the purpose of execution of work at BHEL:

- a. All the bidders have to ensure that all their workmen, proposed to be engaged for the work within BHEL Premises are covered under PF & ESI for the duration for which work is to be carried out or the Vendor must have to submit a notarized affidavit to the effect that by virtue of no of employees being less (less than 20 for PF & less than 10 for ESI) exemption from PF and/or ESI is applicable. In such a case, the vendor will not be allowed to deploy employees, in number, more than the numbers as applicable at any point of time during the execution of the work in BHEL Premises and Vendor will also ascertain the same in the same affidavit. **While execution of the work all the labor laws will be followed by the vendor.**
- b. All the material required for the execution of work will have to be supplied by the contractor to CFFP, BHEL before handing over of the machine to the contractor. All such material is liable to be inspected by BHEL either at the works of the contractor (before dispatch) or at CFFP after receipt of material. In case the material is inspected at CFFP, the same will be done within a week's time from the date of receipt of

complete set of material.

- c. BHEL, for the works being carried out within BHEL factory premises, will provide only following facilities to the contractor, free of cost:
 - i. EOT Crane along with crane operator, as per requirement and availability,
 - ii. Electricity & Water
 - iii. Welding Machine, Maximum one no., subject to availability,

Welders and all consumables will have to be arranged by the contractor at their own cost.

- d. All the dismantling work of machine will be carried out by the contractor in presence of the executive in charge of Maintenance-Machine Shop or other BHEL representative, deputed by Head of Department, Maintenance & Services Department.
- e. While working within BHEL factory area, the contractor will use their own tools, tackles and safety equipment except EOT Crane and Welding Machine. Any Tool or Tackle which may be required for maintenance of the reconditioned/retrofitted machine in future will be retained by BHEL after acceptance of machine by BHEL.

D. Penalty Clause:

- a. A delay in handing over the machine to BHEL, by the contractor, beyond scheduled date as specified in the Work Order or otherwise shall attract a penalty of 0.5% per week or part of that, subject to a maximum of 10% of contract value. Penalty will be calculated based on total time period taken by the contractor for supply of material and execution of the installation work. The total period of execution will be calculated from issue of Purchase order to handing over the machine to BHEL less any time taken by BHEL for handing over the machine to contractor for installation work.
- b. Force Majeure Conditions : If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party

shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 10 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain.

E. Guarantee/Warranty:

- a. The contractor will provide a guarantee/warranty of minimum 24 months from date of commissioning or 30 months from the date of material supply whichever is earlier for all the material supplied under this contract and also the retrofitted system as whole. The guarantee/warranty will be supported by submission of a Performance Bank Guarantee of 10% of contract value. The guarantee/warranty period will start immediately after the acceptance of machine by BHEL.
- b. If breakdown of the machine is not responded within 02 working days after intimation from BHEL during the guarantee/warranty period, the guarantee/warranty period will stand extended for double the corresponding period.
- c. Breakdowns not attended during the guarantee/warranty period will lead forfeiting of Performance Bank Guarantee.

F. Acceptance of Machine as commissioned:

- a. The machine will be verified through joint inspection by BHEL & Contractor for the acceptance of the machine as per the verification parameters placed at Annexure C.
- b. The machine, after commissioning will be put to production activities for a period of one week during which the machine must be able to

operate uninterruptedly. During this period, the contractor will ensure that any snag in the machine is rectified immediately.

- c. The contractor will have to submit a bank guarantee of 10% of total contract value for a period equal to guarantee/warranty period from the date of final acceptance of the machine as performance guarantee for the reconditioned/retrofitted machine.

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---