

Bid Document

Bid Details	
Bid End Date/Time	09-04-2021 14:00:00
Bid Opening Date/Time	09-04-2021 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	10270005 Pssr
Total Quantity	1
Item Category	SUPPLY, ERECTION AND COMMISSIONING OF 5 TON JIB CRANE
Years of Past Experience required	2 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years Of Experience	Yes
Document required from seller	Experience Criteria,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
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	3 Days
Inspection Required	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	5.00
Duration of ePBG required (Months).	14

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

Beneficiary:

Power Sector Southern Region
 BHEL PSSR (HQ), CHENNAI, TEK TOWERS, NO.11, OLD MAHABALIPURAM ROAD, OKKIYAM, THORAIPAKKAM, CHENNAI
 -600097
 (Bharat Heavy Electricals Ltd)

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 Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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. 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.
3. 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.
4. 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.
5. **Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives**

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to

contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer .If so requested and accepted by the seller , initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

SUPPLY, ERECTION AND COMMISSIONING OF 5 TON JIB CRANE (1 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Deepraj Singh	627106,BHEL SITE OFFICE, KUDANKULAM NUCLEAR POWER PROJECT UNIT3&4 POST- KUDANKULAM RADHAPURAM TALUK DIST TIRUNELVELI	1	140

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	Documents to be submitted View	Vendor has to submit Data Sheet, Drawing, QAP and other related documents within 2 weeks to BHEL for approval, from the date of PO acceptance.	SUPPLY, ERECTION AND COMMISSIONING OF 5 TON JIB CRANE(1)
2	Inspection View	Vendor has to offer the Equipment for Inspection within 12 weeks from the last date of receipt of BHEL Approvals on above indicated documents. Vendor has to register in BHEL CQIR web site for Inspection. Inspection in line with BHEL approved QAP will be carried out by BHEL or authorized TPIA at supplier works. Despatch clearance shall be given after acceptance of test results by BHEL. Load test shall be conducted at site as per approved documents.	SUPPLY, ERECTION AND COMMISSIONING OF 5 TON JIB CRANE(1)
3	Delivery Schedule View	1. Materials to be despatched to the below mentioned consignee location within 2 weeks from the date of Material Despatch Clearance. Consignee: Site Incharge, BHEL Site Office, 2x1000MWe KKNPP Unit 3&4 - NIEP Package, KUDANKULAM PO, RATHAPURAM TALUK, TIRUNELVELI DIST, TAMILNADU - 627106. 2. Erection and Commissioning shall be completed within 4 weeks from clearance provided by BHEL. Work Completion Certificate shall be issued by BHEL.	SUPPLY, ERECTION AND COMMISSIONING OF 5 TON JIB CRANE(1)
4	Payment Terms View	(i) Invoice shall be raised for 80% of quoted Price excluding GST and same shall be released on receipt of Materials at site. GST amount shall be released subjected to proof of GST compliance. (ii) Invoice for balance 20% of quoted price excluding GST shall be raised and payment shall be released on completion of E&C, Work Completion Certificate issued by BHEL and BG Submitted by Vendor. GST amount shall be released subjected to proof of GST compliance.	SUPPLY, ERECTION AND COMMISSIONING OF 5 TON JIB CRANE(1)
5	BG Clause View	Vendor has to submit Bank Guarantee for 5% of the total Contract Value.	SUPPLY, ERECTION AND COMMISSIONING OF 5 TON JIB CRANE(1)
6	Documents Required for Payment View	Documents required for release of payments is as below: (A) 80% of quoted price excluding GST will be released on receipt of materials at site i. Original Tax invoice with two sets of duplicate ii. Acknowledged copy of DC / Invoice / Packing List in dispatch iii. Copy of Lorry way bill iv. Inspection report/Test Certificate v. Guarantee/Warantee Certificate	SUPPLY, ERECTION AND COMMISSIONING OF 5 TON JIB CRANE(1)
7	Documents Required for Payment (CONTD...)	(B) Balance 20% of quoted price excluding GST will be released on completion of Erection & Commissioning and successful operation of Crane i.	SUPPLY, ERECTION AND COMMISSIONING OF 5 TON JIB CRANE(1)

	View	Original Tax invoice with two sets of duplicate ii. Work Completion Certificate issued by BHEL, Test Certificate and Statutory Certificates, if any. iii. On Bank Guarantee Submission. GST amount shall be released subjected to proof of GST compliance.	
8	Offer price on GeM portal View	The prices of the offered Goods shall be firm and fixed at any point of time and shall be indicated in INR for each accounting unit. As such, for supply of Goods contract, no additional charges such as local levies / transportation / loading unloading charges etc., shall be payable over and above the contract price. In respect of items requiring installation and / or commissioning, the charges for the same shall also be included in the offered price on GeM.	SUPPLY, ERECTION AND COMMISSIONING OF 5 TON JIB CRANE(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 Additional Terms and Conditions

1. 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. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address BHEL Site Office, 2x1000MWe KKNPP Unit 3&4 - NIEP Package, KUDANKULAM PO, RATHAPURAM TALUK, TIRUNELVELI DIST, TAMILNADU - 627106..
3. 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.
4. Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
5. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
6. The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price: Cost is including Supply, Erection and Commissioning, in line with Detailed Technical Specification..
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. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
9. 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.
10. To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): Previous Experience Certificates along with Purchase Order/Contract Copy or Invoice or Performance Certificates issued by Previous Customers..
11. Warranty period of the supplied products shall be 1 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.

12. Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 7 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

13. Buyer Added Bid Specific Additional Terms and Conditions

Bidders to please go through the Detailed Technical Specification, Buyer Added Bid Specific Additional Scope of Work, BG requirements, Experience Certificates and other BID requirements before submitting their Offer in GeM Portal.

14. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name Bharat Heavy Electricals Ltd. Power Sector Southern Region Account No. 10610819499 IFSC Code SBIN0000912 Bank Name State Bank Of India Branch address SBI Saidapet Branch, EVR Periyar Building, Nandanam, Anna Salai, Chennai - 600035.. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

15. **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 OR BHEL THIRD PARTY INSPECTION AGENCY
Post Receipt Inspection at consignee site before acceptance of stores: BHEL

16. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of BHARAT HEAVY ELECTRICALS LIMITED payable at AT CHENNAI. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

17. **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.

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---