Bid Number: GEM/2021/B/1142859 Dated: 31-03-2021



Bid Document

Bid Document Bid Details				
Bid End Date/Time	10-04-2021 15:00:00			
Bid Opening Date/Time	10-04-2021 15:30:00			
Bid Life Cycle (From Publish Date)	90 (Days)			
Bid Offer Validity (From End Date)	80 (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	10210015-pser			
Total Quantity	2			
Item Category	SUPPLY AND SUPERVISION ASSISTANCE OF INSTALLATION & COMMISSIONING OF 2 NOS HYDRO TEST PUMP (600 KSC)			
MSE Exemption for Years of Experience and Turnover	No			
Startup Exemption for Years of Experience and Turnover	No			
Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, 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 documen *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			
Time allowed for Technical Clarifications during technical evaluation	2 Days			
Estimated Bid Value	1999570			
Evaluation Method	Total value wise evaluation			

EMD Detail

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Treganea	110

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	5.00
Duration of ePBG required (Months).	20

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

Beneficiary: AGM 10210015-PSER, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises (Aloke Gautam) **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-II 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. 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. **SUPPLY AND SUPERVISION ASSISTANCE OF INSTALLATION & COMMISSIONING OF 2** NOS HYDRO TEST PUMP (600 KSC) (2 pieces) (Minimum 50% Local content required for MII compliance)

Unbranded

Brand Type

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	Chhotan Bag	335804,2X660MW BHEL-PSER SURATGARH SITE OFFICE STPS, THERMAL POWER PLANT SURATGARH, DIST-SRI GANGANAGAR RAJASTHAN - 335804	2	90

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.**Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
- 3. 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.
- 4.Equipment offered shall have complete DATA sheets and detailed description on OEM web sites.
- 5.Bidder/ Supplier/ Organization/ Proprietor/ ANY of the Director(s) shall not be banned or suspended or black listed by any Government / Public Sector Undertaking / Corporate organization or convicted in any Court of Law across India or declared Bankrupt or insolvent. A self declaration certificate must be uploaded in the GeM portal under Bidders Official Letter Head.
- 6. 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.
- 7.Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address Bharat Heavy Electricals Limited Construction Manager, BHEL Site Office C/o Executive Engineer (Construction Stores Administrative Building) 2 x 660 MW Suratgarh TPS, Dist Sriganganagar Rajasthan, India, PIN 335805.
- 8. Buyer Added Bid Specific Additional Terms and Conditions

1. PRE-QUALIFICATION CRITERIA

- a) Bidder shall be Original Equipment Manufacturer or Authorized Sales & Service Agency of the manufacturer of Hydro Test Pump of rating 450 kg/cm² or above. Supporting documents need to be submitted to substantiate the same.
- b) OEM should be manufacturer of Hydro Test Pump for minimum last five years and should have supplied at least 3 units of pumps of capacity 450 kg/cm² or above during last five years in india or abroad. Supporting documents need to be submitted to substantiate the same.
- c) Bidder shall have servicing network in india. Address of such offices along with service organisation structure and contact point details to be furnished.

d) (a) bidder should have average minimum annual financial turnover inr 3.0 lacs during three consecutive financial years 2016-17, 2017-18 and 2018-19 **or** three consecutive financial years 2017-18, 2018-19 and 2019-20.

Audited balance sheet and profit & loss account of the company for the above mentioned financial years, need to be submitted in support of above.

- (b) in case audited balance sheet and profit & loss account has not been submitted for that three consecutive years indicated above, then the applicable financial audited statements submitted by the bidders against the requisite years will be averaged for three years.
- (c) if financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by chartered accountant.
- e) Bidder should have valid PAN. Relevant documents in support of above shall be submitted.

NOTE:

- i. Consortium/JV bidding is not allowed.
- ii. Bidder should furnish information regarding projects in hand, current litigation, orders regarding exclusion/expulsion or black listing.
- 2. The scope of work for this GeM bid includes Supervision Assistance of Installation, Commissioning & Testing. Installation, Commissioning & Testing is in cope of BHEL. The provision of ICT (Installation, Commissioning & Testing) in in this GeM bid is only for Supervision Assistance of Erection, Commissioning & Testing.
- 3. The scope of unloading is excluded from the scope of seller for this GeM bid.
- 4.

Testing facility relevant to has to be provided by Seller at his cost. This provision will supersede the corresponding provision in the Pre-Dispatch inspection clause selected for the GeM bid.

- 5. The following documents to be submitted for during delivery for payment
 - i. Original copy of lorry way bill, ii. Invoice in duplicate, iii. Receipted Delivery challan in duplicate, iv. original test certificate, if applicable, v. Copy of inspection report or inspection waival from BHEL. vi. Guarantee/Warranty certificate, vii. Catalogues and O&M manuals, if applicable.
 - 9.**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.
- 10. 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.
- 11.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.
- 12. Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.
- 13. 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

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---