

Bid Document

Bid Details	
Bid End Date/Time	20-08-2021 16:00:00
Bid Opening Date/Time	20-08-2021 16:30:00
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	10250020-pem, Noida
Total Quantity	1
Item Category	BOQ
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), 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	50% Lowest Priced Technically Qualified Bidders
Time allowed for Technical Clarifications during technical evaluation	2 Days
Estimated Bid Value	5970269
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Advisory Bank	HDFC Bank
ePBG Percentage(%)	5.00

Duration of ePBG required (Months).

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

Beneficiary:

PEM

PEM 10250020-PEM, Noida, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises Account no. – 39922687394, IFSC Code- SBIN0017313, BRANCH- CAG II NEW DELHI (Bhel)
(Account No. :39922687394)

Splitting

Bid splitting not applied.

1. 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.

2. 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.

BOQ (1 pieces)

Brand Type

Unbranded

Technical Specifications

Specification Document

View File

BOQ 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	Dharm Singh	203131,BHEL Site Office, 2x660MW Khurja STPP Village & Post- Dasheria Kherli, Tehsil- Khurja Distt – Bulandshahar State- Uttar Pradesh- 203131	1	180

Buyer Added Bid Specific Additional Terms and Conditions

1. 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.
2. 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.
3. Scope of supply (Bid price to include all cost components) : Only supply of Goods
4. **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): YES
Post Receipt Inspection at consignee site before acceptance of stores: NA
5. 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.
6. Buyer Added text based ATC clauses

BUYER ADDED BID SPECIFIC ATC CLAUSES

1. Scope: supply (Bid price to include all cost components).
2. Bidder (must be BIS licensee with valid CML number) has to provide the details as per TECHNICAL PQR (part of GeM bid documents for this tender) in its offer and has to note that bids of only those bidders shall be evaluated who meet the Technical Pre-Qualifying requirements. Above terms for PQR shall prevail in conflict (if any).
3. Financial bid opening (Part-II) of a bidder shall be subjected to following:
 - i) Techno-Commercial evaluation by BHEL.
 - ii) Qualification of Technical PQR
 - iii) Offered item should mandatorily conform to PP-MII order provisions.

4. Payment terms: As per clause no. 12 (i) of GTC on GeM. Supplier has to provide Tax invoice, Packing List, LR/RR, CRAC, Insurance intimation, Guarantee Certificate, E-way bill (as applicable) for payment.

5. Terms of Delivery: As per cl. No. 13 of GTC on GeM (i.e. Free Delivery at site basis including loading/unloading). However, unloading of items (at delivery point) shall be in the scope of buyer. Insurance shall be in buyer's scope and bidders are requested to quote accordingly.

Further, w.r.t. Transit Insurance supplier has to inform the details of dispatches (such as Policy No., Consignee Name, Consignment Packing details, Project Name, Purchase Order No., LR No. & date, Invoice

No. & date, Despatch Origin & destination details etc.) to policy underwriter (whose details shall be shared post award of contract).

6. **Guarantee Terms:** As per Cl. No. 10 of GTC on GeM for the bid. However, Guarantee & Warrantee time period shall be 18 months from the date of last supply in the contract

7. This package is of Divisible nature.

8. Delivery Period:

SL NO.	DESCRIPTION	UNIT	Qty	Delivery Period
1	GI CONDUITS,1.6 mm THICK, 20 mm DIA	Meter	57,000	Within 180 days from P.O. date
2	GI CONDUITS,1.6 mm THICK, 25 mm DIA	Meter	7,200	
3	GI CONDUITS,2.0 mm THICK, 40 mm DIA	Meter	500	
4	GI CONDUITS,2.0 mm THICK, 50 mm DIA	Meter	200	
5	GI CONDUITS 1. 6mm THK EPOXY 25 mm DIA	Meter	4,500	

After award of contract - Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting manufacturing. List of applicable drawings/ documents are: -

1. PE-V0-XXX-558-E701 - Data Sheet of Rigid Steel Conduit - Primary Document
2. PE-V0-XXX-558-E906 - Quality Plan of Rigid Steel Conduit - Primary Document

Successful Bidder shall submit R-0 within 14 days from PO & subsequent revisions within 10 days of comments received from BHEL. BHEL shall furnish comments/approval on each submission within 18 days from receipt. Approval process of primary documents shall be completed within 60 days from Purchase Order. 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. Only primary documents shall be considered for refixation of delivery.

Material shall be dispatched by vendor after issuance of MDCC by BHEL only.

9. LD shall be as per cl. no. 15 of GTC on GeM.

10. 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. Qty. Variation limit mentioned in buyer specific ATC shall supersede in conflict.

11. **Performance Security** amount shall be @5% of the value of contract as per SS&P Circular dated 43 of 2020-21 dated 06/03/2021 ePBG In line with clause no 7 (ii) of GEM GTC, initial ePBG validity shall be 26 months from PO date (Considering delivery period of 06 months + 18 months guarantee period + 2 months claim period).

12. Inspection call to be raised by bidder on BHEL CQIR portal (details shall be shared at the of execution of order) and Inspection agency shall attend at the inspection within seven (07) days of the date on which the material is notified as being ready. In case of delay in witnessing of inspection beyond stipulated time

(i.e. 7 days from the date on which the material is notified as being ready), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in carrying out inspection. If BHEL is not able to witness inspection up to 15 days then in addition to delay beyond stipulated period, extension in delivery time of 07 days for arranging fresh inspection will be given.

When the tests have been satisfactorily completed at Seller/ Contractor's works, the Inspection Agency shall issue an inspection report that effect within seven (07) days after completion of the tests, but if the tests were not witnessed by the Inspection Agency or his representative, the material acceptance report would be issued within seven (07) days after receipt of the test certificates by the Purchaser.

Purchaser will issue MDCC to the Seller/ Contractor within 7 days based on inspection report/ test certificates/Certificate of Conformance as applicable. In case of delay in issuance of MDCC beyond 7 days stipulated time (i.e. from the date of successful inspection report), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in issuing MDCC. If BHEL is not able to issue MDCC up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall be given to vendor to facilitate the vendor for arranging logistics arrangements.

13. Consignee Details (for PRC - Provisional Receipt Certificate & CRAC - Consignee's Receipt cum Acceptance Certificate, as applicable) shall be as per Project Site official details.

14. Remote Inspection: "Due to COVID-19 pandemic condition prevailing in the country, BHEL/PEM may go for Remote Inspection of Offered items, if required. Vendors are requested to be equipped with the facilities/gadgets as indicated in the guidelines attached to take up the inspection REMOTELY".

15. For this procurement, the local content to categorize a supplier as a Class I Local Supplier / Class II Local Supplier / Non Local supplier and Purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

Minimum Local Content - Since this package falls under the category of goods, services or works in respect of which nodal ministry/ department has communicated that there is a sufficient local capacity and competition, only Class-I local suppliers as defined in the PP (MII) order are eligible to bid.

Regarding verification of local content, the local supplier at the time of tender, bidding or solicitation shall be required to provide certification as per para 9 of PP-MII order revision dated 16.09.2020.

16. This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dtd. 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations & Equipment's etc.) & hence criteria of prior experience/Turnover shall be same for all the bidders including start-up/MSME.

17. Provision of offline payment in GeM can be utilized.

18. Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority such as name & designation of Issuing Authority and its organisation contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.

19. Bidders to,

- ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 & Order No. 11/05/2018-Coord. dt. 23/07/2020, if applicable.
- ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.
- to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.

20. All other terms & conditions shall be as per selected Additional Terms & Conditions for subject bid and

GTC version available on GeM Portal on enquiry date, Buyer specific ATC & as per enclosed documents shall be applicable.

7. Buyer uploaded ATC document [Click here to view the file.](#)

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---