



Bid Number: GEM/2021/B/1608596

Dated: 21-10-2021

Bid Document

Bid Details	
Bid End Date/Time	05-11-2021 14:00:00
Bid Opening Date/Time	05-11-2021 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	10340020-tbg, 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), 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	3 Days
Payment Timelines	Payments shall be made to the Seller within 60 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Advisory Bank	State Bank of India
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ePBG Percentage(%)	10.00
Duration of ePBG required (Months).	54

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

Beneficiary:

Sr. DGM-Finance
 10340020-TBG, Noida, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises BHARAT HEAVY ELECTRICALS LIMITED (Transmission Business Group) JOY TOWERS, 10th Floor, Plot No.C-20/1A/1, Sector-62, Noida-201301, U.P
 (Mr. Hemant Sota)

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
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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	S Babu	600057,SE/Projects Tamil Nadu Generation and Distribution Corporation Ennore SEZ Supercritical TPP Chennai-600057	1	231

Buyer Added Bid Specific Additional Terms and Conditions

1. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
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. Buyer Added text based ATC clauses

[1] PAYMENT TERMS:

[A] Payment for Main Supply -EOT Crane & Mandatory Spares [BOQ item No. 1 to 35]

i) 90% of payment within 60 days (45 days for MSE) from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:

- LR / GR duly endorsed by BHEL Site Official.
- CRAC (consignee receipt-cum-acceptance certificate)
- GST Compliant Tax Invoice
- Packing List (Case-wise)
- Copy of Transit Insurance Certificate from underwriters.
- Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management
- Guarantee Certificate
- Copy of Performance Bank Guarantee (PBG)
- Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order

ii) 10% of payment within 60 days (45 days for MSE) from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:

- Certificate of successful completion of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management
- Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management

[B] Payment for Erection, Testing & Commissioning (ETC) at Site [BOQ item No. 36]

- 70% against monthly progressive bills on pro-rata basis for unloading, storage and completion of erection as certified by BHEL Site Official with 60 days (45 days for MSE) from the date of receipt of GST Compliant Tax Invoice (Original +2 Copies)

- 20% against monthly progressive bills on pro-rata basis for testing & successful commissioning as certified by BHEL Site Official within 60 days (45 days for MSE) from the date of receipt of GST Compliant Tax invoice in 3 sets (original + 2 copies)
- 10% after Acceptance Test, Re-test (if any), PG Test (if any) and Handing Over as certified by BHEL Site Official within 60 days (45 days for MSE) from the date of receipt of GST Compliant Tax invoice in 3 sets (original + 2 copies)

Note:

(a) It should be ensured that Tax Invoice complies with statutory requirements under GST law to enable BHEL to avail Input Tax Credit.

(b) Payment of GST component shall be made only if vendor has deposited the Tax and credit for the same is reflected in GSTN (GST Network)

(c) Copy of GST Registration Certificate(s) shall be also be attached with Tax Invoice

[2] DELIVERY TIME:

[A] Supply (Main + Mandatory Spares): Within 25 Weeks (175 days) from the date of PO/input by BHEL as per Activity schedule (Annexure-B).

[B] Erection, Testing & Commissioning (ETC): Within 8 Weeks (56 days) from the date of BHEL confirmation/ Readiness of fronts after supply completion.

[3] LIQUIDATED DAMAGE OF DELAYED DELIVERY:

As per GeM terms and conditions.

However, Liquidated Damage on delayed delivery shall be calculated separately for Main Supply-EOT Crane (i.e. BOQ sl.no. 1&2) , Mandatory Spares (i.e. BOQ sl.no. 3 to 35) & ETC (i.e. BOQ sl.no. 36)

[4] GUARANTEE CLAUSE (DEFECT LIABILITY PERIOD):

The equipment / material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design & engineering, material, workmanship & manufacture and in full conformity with the Purchase Order / Contract, Technical Specifications & approved drawings / data sheets, if any, for 18 months from the date of last delivery or up to 11-06-2025, whichever is later.

The defective equipment / material / component shall be replaced free of cost at site. Freight & Insurance during transit shall also be in the scope of the supplier / contractor. Any expenditure for dismantling and re-erection of the replaced equipment / material / component shall be to supplier's / contractor's account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days from the date of reporting the defect / rejection etc.

In the event of the supplier / contractor failing to replace the defective equipment / material / component within the time period mentioned above, BHEL may proceed to undertake the replacement of such defective equipment / material / component at the risk and cost of the supplier / contractor without prejudice to any other rights under the contract and recover the same from PBG / other dues of this Purchase Order / Contract or any other Purchase Order / Contract executed by the supplier / contractor.

[5] PERFORMANCE BANK GUARANTEE:

Supplier shall arrange to submit Performance BG not later than submission of first invoice. Performance BG shall be valid for 18 months from the date of last delivery or up to 11-06-2025

whichever is later with claim period of 3 months extra over and above.

“Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms and conditions defined in NIT / Contract, from the bills along with due interest.”

Note: PBG shall be submitted separately for following:

- a. Main supply items [BQO Sl.no. 1&2],
- b. Mandatory Spares [BOQ Sl.no. 3 to 35] &
- c. ETC [BOQ sl.no. 36].

[6] MAKE IN INDIA:

For this procurement, the local content to categorize a supplier as 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), Order 2017 dated 04.06.2020, 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.

“Bidder to specify the percentage of local content as per the format of self-declaration for local content” as per Annexure-V.”

“This tender is not a global tender and only Class-I suppliers as defined under the DPIIT order no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 are eligible to bid in this tender. Bids received from Class II & Non-Local supplier shall be rejected.”

4. 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---

