

Bid Document

Bid Details	
Bid End Date/Time	03-01-2022 17:00:00
Bid Opening Date/Time	03-01-2022 17:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	70 (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	10170006-ivp Goindwal
Item Category	Custom Bid for Services - Hiring of 03 Nos of Forklifts for 8 Hours Shift operation each for material handling work in BHEL IVP Goindwal Sahib()
Contract Period	1 Year(s)
Minimum Average Annual Turnover of the Bidder	6 Lakh (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Turnover	Yes
SHG Exemption for Years of Experience and Turnover	No
Document required from seller	Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (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	2 Days
Estimated Bid Value	1929886
Payment Timelines	Payments shall be made to the Seller within 45 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

Advisory Bank	State Bank of India
EMD Percentage(%)	2.00
EMD Amount	38598

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	5.00
Duration of ePBG required (Months).	15

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

Beneficiary:

IVP Goindwal

433, INDUSTRIAL COMPLEX INDUSTRIAL VALVES PLANT GOINDWAL SAHIB DIST TARN TARAN PUNJAB 143422
(Bharat Heavy Electricals Limited)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	Yes
-------------------------	-----

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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
3. 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 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
4. 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.

5. 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.

Additional Qualification/Data Required

Pre Qualification Criteria (PQC) etc if any required:[1640331439.pdf](#)

Payment Terms:[1640249189.pdf](#)

Penalties:[1640249199.pdf](#)

Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:[1640148628.pdf](#)

GEM Availability Report (GAR):[1640148644.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1640148678.pdf](#)

Service Level Agreement (SLA):[1640338715.pdf](#)

Scope of Work:[1640257319.pdf](#)

Custom Bid For Services - Hiring Of 03 Nos Of Forklifts For 8 Hours Shift Operation Each For Material Handling Work In BHEL IVP Goindwal Sahib (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of 03 Nos of Forklifts for 8 Hours Shift operation each for material handling work in BHEL IVP Goindwal Sahib
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity of Procurement (to be chosen 1 in all circumstances)	Additional Requirement
1	Sandeep Kalkal	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	1	N/A

Buyer Added Bid Specific Terms and Conditions

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

PRE-QUALIFICATION

- a. Bidder shall have PAN. Copy of PAN to be submitted.
- b. Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation/BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.
- c. Bidder to submit RC/ purchase documents (invoice) to verify manufacturing year of the forklift which should not be older than 01.01.2017. Also note manufacturing year shall be physically verified on forklift riveted nameplate at the time of supply. In case, the contractor shall be providing new forklift in the contract, an undertaking shall be given by the contractor that the RC/ purchase documents (invoice) will be provided for verification of manufacturing year of the deputed forklift at the time of supply

Taxes & Duties

GST shall be paid extra as per GST rules and also applicable in case of any modification in GST rules. Party will be solely responsible for payment of GST as applicable, if in case of any GST due arises due to default of the party, BHEL will not be responsible for any default payment on account of GST. Any changes in GST rules will be applicable on the bidder.

Payment of GST portion will be released to vendor only upon completion of statutory requirement and further subject to following:

- a. Vendor declaring such invoice in his GSTR-1and
- b. Receipt of services and Tax invoice by BHEL and
- c. Confirmation of payment of GST thereon by vendor on GSTN portal.

d. Above is subject to receipt of service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

AVAILING INPUT TAX CREDIT (ITC) BY BHEL : Since ITC can be availed only when BHEL is in possession of GST Tax invoice, vendor to ensure timely dispatch of GST Tax Invoice. It may be noted that in case of any delay in receipt of Tax Invoice, the process of availing ITC by BHEL will get delayed thus entailing additional cash outflow & may even get denied if timelines for availing ITC are breached.

a. Further ITC can be availed only when vendor has declared such invoice in his outward supply Return GSTR-1 and after GST thereon has been paid by him at the time of filing of monthly Return.

b. If GST credit is delayed/denied to BHEL due to non/delayed receipt of services and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC and any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.

c. Further, in case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.

LIABILITY UNDER REVERSE CHARGE (RCM): Any GST liability arising on BHEL under Reverse Charge (RCM) before actual receipt of services and/or Invoice thereof would be subject to recovery of Interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of services, receipt of Invoices and other conditions specified in GST Law as applicable.

Liquidated Damages (LD)

Contractor shall be providing forklifts with operator/helper to BHEL, IVP Goindwal within 30 days of receipt of Work order/LOI/Agreement. If the contractor fails to deliver any or all of the services within the original/re-fixed delivery period (s) specified in the contract, the buyer will be entitled to deduct/recover the Liquidated damages for the delay, unless covered under force majeure conditions, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any

controversy/dispute of any sort whatsoever. Applicable GST on LD charges will also be levied on the contractor. Once the lifters are deployed by the contractor and are in operational condition, any breakdown or non-functionality etc. will be governed by penalty clause.

OTHER TERMS & CONDITIONS-

1. Load test certificate by authorized competent person to be provided for mandatory verification at the time of supply (required to be provided every year during contract period).
2. All original valid documents related to the forklift like RC/purchasing documents (invoice), Insurance, Pollution Certificate etc. required for mandatory verification at the time of supply.
3. All original valid documents related to the forklift operator/helper like Valid Driving License, latest medical fitness and eye test certificates (required to be provided every year). Mandatorily available at all time & to be produced on demand by competent authorities. All above documents shall be valid till the period of contract.
4. Forklift should be maintained on regular basis. The monthly maintenance report needs to be submitted to Indenting department as per Checklist attached (Annexure-5). In case of non-compliance to above mentioned requirement, BHEL reserves the right to deduct amount as per penalty clause.
5. Forklift must have all front and back lights, seat belt & reverse horn and other safety accessories in working condition at all times for better operation and safety of people working around. In case of non-compliance to above mentioned requirement, BHEL reserves the right to deduct amount as per penalty clause.
6. The tyres, brakes and other parts of the forklift need to be in good working condition.
7. Forklift shall not be left unmanned in the running condition.
8. BHEL Security shall check the forklift operator/helper for not coming at work place under inebriated condition at any point of time.
9. The forklift supplying agency shall be responsible to take all the precautions to ensure safety of the labors / workers at work. Besides, as per rules all required safety accessories need to be provided.
10. BHEL Security and Safety Regulations should be observed by the tenderers when their men / vehicles engaged in the work under this contract and the vehicle and manpower used shall comply the statutory requirements".

2. Buyer Added Bid Specific ATC

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

3. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of BHEL payable at GOINDWAL SAHIB.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

4. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of BHEL A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand

or with the sanction of the pledgee. For release of EMD, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter.

Bidder has to upload scanned copy / proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

5. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of BHEL payable at GOINDWAL SAHIB. Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

6. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name BHEL Account No. 1932009300002270 IFSC Code PUNB0193200 Bank Name Punjab National Bank Branch address Goindwal Sahib.

Bidder to indicate bid number and name of bidding 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 along with bid.

7. **Forms of EMD and PBG**

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 BHEL payable at GOINDWAL SAHIB. 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.

8. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of BHEL A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

9. **Forms of EMD and PBG**

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 BHEL Account No. 1932009300002270 IFSC Code PUNB0193200 Bank Name PUNJAB NATIONAL BANK Branch address GOINDWAL SAHIB. 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.

10. **Generic**

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.

11. **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.

12. 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.

13. 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 %.

14. Generic

Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).

15. Generic

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.

16. Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

17. Purchase Preference (Centre)

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar for that product category. If the bidder wants to avail the reservation benefit, 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.

18. Purchase Preference (Centre)

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% 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 percentage of 100% of total value.

19. 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.

20. Generic

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

21. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

22. Generic

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 governed by the [General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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---