

Bid Document

Bid Details	
Bid End Date/Time	17-01-2022 16:00:00
Bid Opening Date/Time	17-01-2022 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 (Q3) (LIGHTING MAST)
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), Additional Doc 3 (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
Payment Timelines	Payments shall be made to the Seller within 60 days of issue 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

Required	No
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Splitting

Bid splitting not applied.

1. 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 Make 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	Dharm Singh	203131,BHEL Site Office, 2x660MW Khurja STPP Village & Post- Dasheria Kherli, Tehsil- Khurja Distt - Bulandshahar State- Uttar Pradesh- 203131	1	999

Buyer Added Bid Specific Terms and Conditions

1. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

2. 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.

3. 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.

4. Generic

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

5. 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.

6. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

7. Inspection

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, BHEL NOMINATED TPIA/CUSTOMER
 Post Receipt Inspection at consignee site before acceptance of stores: NO

8. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SI. No.	TERMS & CONDITIONS	
1	Terms Of Payment	Payments shall be made to the Seller within 60 days (45 days for seller qualified and registered as Micro or small as per MSMED Act.) 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. Supplier has to provide Tax invoice, Packing List, LR/RR, CRAC, Insurance intimation Guarantee Certificate, E-way bill (as applicable) for payment. Provision of offline payment in GeM shall be utilized.

2	Terms Of Delivery	As per cl. No. 13 of GTC on GeM. However, loading & Transit insurance shall be in the scope of Seller and unloading of items at delivery point shall be in the scope of BHEL Bidder to quote prices accordingly.
3	Delivery	<p>Delivery Schedule for Main supply: Within Four (04) months, from date of CAT-approval of Primary drawing/documents, subjected to drawing/documer submission/re-submission schedule as stipulated, in case of any delay i submission/re-submission of Primary drawing/documents, then same shall be reduce from the given delivery period. Delay in BHEL's comments/approval beyond 18 day shall also be considered for delay analysis.</p> <p>If there is delay from buyer side in approval of drawing - the delivery period shall b refixed without LD for the period of delay in approval of Drawing. Only primar documents shall be considered for refixation of delivery.</p> <p>Notes:</p> <ul style="list-style-type: none"> · The end period specified is for completion of the deliveries. Deliveries to sta progressively so as to meet the completion schedule. · The delivery conditions specified are for contractual LD purposes, however BHEL ma ask for early deliveries without any compensation thereof. · Wherever schedule of drawings/documents submission / re-submission is stipulated i the Technical Specifications, same shall be superseded by delivery specified in NIT. <p>List of applicable drawings/ documents: - As mentioned below.</p>

BHEL Drawing No	Drawing Title (Primary/Secondary Document)	Drg. Sch for Vendors
PE-V0-475-558-E601	DATA SHEET OF MAST (Primary Document)	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.
PE-V0-475-558-E907	QUALITY PLAN OF MAST (Primary Document)	
PE-V0-475-558-E602	GA DRAWING OF MAST (Primary Document)	
PE-V0-475-558-E603	FIELD QUALITY PLAN OF MAST ((Secondary Document)	R-0 within 30 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.
PE-V0-475-558-E604	FOUNDATION DETAILS OF MAST ((Secondary Document)	
PE-V0-475-558-E605	INSTRUCTIONS FOR ERECTION OF MAST (Secondary Document)	

4	Liquidated Damage	Purchaser reserves the right to recover from the Seller/ Contractor, as agree liquidated damages and not by way of penalty, a sum equivalent to half (½) percer and applicable GST thereon, of the total supply contract price excluding GST per wee or part thereof, subject to a maximum of ten (10) percent of the total supply contrac price excluding GST, if the Seller/ Contractor fails to deliver any part of the ordere goods/stores within the period stipulated in the Order/ Contract.
5	Guarantee Terms	As per Cl. No. 10 of GTC on GeM for the bid. However, Guarantee & Warrantee tim period shall be 18 months from the date of last supply in the contract.

6	Quantity Variation	Overall (%) variation in contract values (due to changes in the scope) is +25 % Variation limit mentioned here shall supersede in conflict.
7	Any other special major condition	1. Material shall be dispatched only after issuance of MDCC by BHEL. 2. Advance intimation of dispatch by bidder shall be given, to PEM and Insurance agency/Site.
8	ADDITIONAL BID TERMS & CONDITIONS	
8.1	Integrity Pact is not applicable.	
8.2	This is a conditional tender enquiry. Financial bid opening (Part-II) of a bidder shall be subjected to the following: i) Approval of vendor by end customer i.e. (M/s THDC India Limited) ii) Techno-Commercial evaluation by BHEL. iii) Qualification of Technical PQR. iv) Offered item should mandatorily conform to PP-MII order provisions.	
8.3	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 & Equipments etc.) & hence criteria of prior experience/Turnover shall be same for all the bidders including start-up/MSME.	
8.4	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 date 16.09.2020.	
8.5	Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQ 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.	

8.6	<p>Bidders to,</p> <ul style="list-style-type: none"> • 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.
8.7	<p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to price specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guideline.</p>
8.8	<p>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.</p> <p>Inspection call to be raised by bidder on BHEL CQIR portal (details shall be shared at the time of execution of order) and Inspection agency shall attend at the inspection within seven (07) days from the date on which the material is notified as being ready. In case of delay in witnessing 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 day for arranging fresh inspection will be given.</p> <p>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.</p> <p>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 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.</p>
8.9	<p>"Bidders to mention freight/GST percentage for all the items as part of un-priced bid to be submitted along with their Techno-Commercial offer. However, negotiation/RA shall be on Total Evaluation (FOR as per GeM) price only as per GeM logic. Bidders to provide detailed break-up of quoted price in Ex-works, freight & Tax components prior to Order Placement."</p>
8.10	<p>Evaluation shall be on the basis of total all inclusive, landed price at consignee's destination (Refer cl. no. 6 of GTC on GEM).</p>
8.11	<p>Bidder has to provide the details as per TECHNICAL PQR (part of Technical Specification ref. no. PE TS-475-558-E004 R-00 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).</p>

8.12	Consignee Details (for PRC - Provisional Receipt Certificate & CRAC - Consignee's Receipt cum Acceptance Certificate, as applicable) shall be as per Project Site official details. Consignee details of project considered are mentioned in NIT document for ready reference.
8.13	Applicability of Risk Purchase clause shall be as per Annexure A.
8.14	All other terms & conditions shall be as per GeM bid, selected Additional Terms & Conditions from GeM library and GTC on GeM version available on GeM Portal as on enquiry floating date.

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9. **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.

10. **Buyer Added Bid Specific ATC**

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 Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, 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---