

## Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	11-04-2022 18:00:00
<b>Bid Opening Date/Time</b>	11-04-2022 18:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	75 (Days)
<b>Ministry/State Name</b>	Ministry Of Heavy Industries And Public Enterprises
<b>Department Name</b>	Department Of Heavy Industry
<b>Organisation Name</b>	Bharat Heavy Electricals Limited (bhel)
<b>Office Name</b>	10340020-tbg, Noida
<b>Total Quantity</b>	63
<b>Item Category</b>	SUPPLY SURGE ARRESTOR 10KA NOMINAL DISCHARGE, 25MM KV CREEPAGE, 216KV SINGLE PHASE, GAPLESS ZNO SURGE ARRESTER COMPLETE WITH ALL ACCESSORIES COMPLETE DESCRIPTION AS PER BOQ OR TECH SPEC , SUPPLY SURGE ARRESTOR 216KV TERMINAL CONNECTOR SUITABLE FOR TWIN ACSR MOOSE CONDUCTOR , SUPPLY SURGE ARRESTOR INSULATED COPPER ROD STRIP CONNECTING SURGE ARRESTER TO SURGE COUNTER , SPARES SURGE ARRESTOR 10KA NOMINAL DISCHARGE, 25MM KV CREEPAGE, 216KV SINGLE PHASE, GAPLESS ZNO SURGE ARRESTER COMPLETE WITH ALL ACCESSORIES COMPLETE DESCRIPTION AS PER BOQ OR TECH SPEC
<b>BOQ Title</b>	Procurement of 216 kV Surge Arrester for Teesta project
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	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
<b>Bid to RA enabled</b>	Yes
<b>RA Qualification Rule</b>	50% Lowest Priced Technically Qualified Bidders
<b>Primary product category</b>	SUPPLY SURGE ARRESTOR 10KA NOMINAL DISCHARGE, 25MM KV CREEPAGE, 216KV SINGLE PHASE, GAPLESS ZNO SURGE ARRESTER COMPLETE WITH ALL ACCESSORIES COMPLETE DESCRIPTION AS PER BOQ OR TECH SPEC
<b>Time allowed for Technical Clarifications during technical evaluation</b>	7 Days
<b>Evaluation Method</b>	Total value wise evaluation

**EMD Detail**

Required	No
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**ePBG Detail**

Advisory Bank	State Bank of India
ePBG Percentage(%)	10.00
Duration of ePBG required (Months).	21

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

**Beneficiary:**

Manager

10340020-TBG, Noida, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises  
(Archana Kumari)

**Splitting**

Bid splitting not applied.

**Reserved for Make In India products**

Reserved for Make In India products	Yes
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**MSE Purchase Preference**

MSE Purchase Preference	Yes
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1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . 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 100%(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.

4. 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.

**SUPPLY SURGE ARRESTOR 10KA NOMINAL DISCHARGE, 25MM KV CREEPAGE, 216KV SINGLE PHASE, GAPLESS ZNO SURGE ARRESTER COMPLETE WITH ALL ACCESSORIES COMPLETE DESCRIPTION AS PER BOQ OR TECH SPEC ( 6 pieces )**

**(Minimum 60% Local content required for qualifying as Class 1 Local Supplier)**

Brand Type	Unbranded
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**Technical Specifications**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

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	Partha Tarafder	737126,Senior Manager (Electrical), Teesta-VI HE Project LANCO TEESTA Hydro Power Limited Pamhok	6	154

**SUPPLY SURGE ARRESTOR 216KV TERMINAL CONNECTOR SUITABLE FOR TWIN ACSR MOOSE CONDUCTOR ( 6 pieces )**

**(Minimum 60% Local content required for qualifying as Class 1 Local Supplier)**

Brand Type	Unbranded
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**Technical Specifications**

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<b>BOQ Detail Document</b>	<a href="#">View File</a>

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**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Partha Tarafder	737126,Senior Manager (Electrical), Teesta-VI HE Project LANCO TEESTA Hydro Power Limited Pamhok	6	154

**SUPPLY SURGE ARRESTOR INSULATED COPPER ROD STRIP CONNECTING SURGE ARRESTER TO SURGE COUNTER ( 50 pieces )**

**(Minimum 60% Local content required for qualifying as Class 1 Local Supplier)**

Brand Type	Unbranded
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**Technical Specifications**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

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	Partha Tarafder	737126,Senior Manager (Electrical), Teesta-VI HE Project LANCO TEESTA Hydro Power Limited Pamhok	50	154

**SPARES SURGE ARRESTOR 10KA NOMINAL DISCHARGE, 25MM KV CREEPAGE, 216KV SINGLE PHASE, GAPLESS ZNO SURGE ARRESTER COMPLETE WITH ALL ACCESSORIES COMPLETE DESCRIPTION AS PER BOQ OR TECH SPEC ( 1 pieces )**

**(Minimum 60% Local content required for qualifying as Class 1 Local Supplier)**

Brand Type	Unbranded
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**Technical Specifications**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

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**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Partha Tarafder	737126,Senior Manager (Electrical), Teesta-VI HE Project LANCO TEESTA Hydro Power Limited Pamhok	1	154

**Buyer Added Bid Specific Terms and Conditions**

**1. 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.

**2. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Bidder to Provide the following documents

1. Sealed and Signed Copy of NIT mentioning NIL commercial / Technical Deviation, Acceptance of Activity Schedule / MOP circular (If applicable).
2. Documents meeting technical PQR along with offer / bid
3. Credentials required from vendor who are not approved from customer.

<b>1.</b>	<b>Prices:</b>
The quoted prices shall be on <b>Firm basis including packing and forwarding charges</b> . Price to be quoted as inclusive of GST. i.e. Ex-Works + F&I + GST.	
<b>2.</b>	<b>Terms of Payment:</b>
For Supply only in scope of the supplier	<p>As per GTC of GeM. However, payment shall be made within 90 days (45 days for MSEs, 60 days for Medium Enterprises) from the date of receipt of complete invoice along with following documents in 3 sets.</p> <p>Supplier has to provide the following documents for processing of bills:</p> <ul style="list-style-type: none"> <li>· GST Compliant Tax Invoice</li> <li>· LR</li> <li>· Packing List</li> <li>· Guarantee Certificate</li> <li>· Copy of Transit Insurance Certificate from underwriters</li> <li>· CRAC (consignee receipt-cum-acceptance certificate) / MRC</li> <li>· Performance Bank Guarantee (PBG)</li> </ul>
<b>3.</b>	<b>Liquidated Damage of delayed Delivery:</b>
As per GeM terms and conditions.	
<b>4.</b>	<b>Guarantee Clause (Defect Liability Period):</b>

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 31.07.2026 whichever is later with claim period of 3 months extra over and above.**

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.

**The liability for latent defects warranty shall be limited to the period of five (05) years from the end of defects liability period.**

<b>5.</b>	<b>Performance Bank Guarantee:</b>
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Validity period of BG is required as per Guarantee Clause mentioned above 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."

## 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---**