

Bid Document

Bid Details	
Bid End Date/Time	20-09-2022 14:00:00
Bid Opening Date/Time	20-09-2022 14:30:00
Bid Offer Validity (From End Date)	180 (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	10110009-heap, Haridwar
Total Quantity	1
Item Category	MIRRORLESS CAMERA
BOQ Title	Mirrorless Camera
Years of Past Experience Required for same/similar service	1 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certif (Requested in ATC),OEM Authorization Certificate,OEM Annu Turnover,Additional Doc 1 (Requested in ATC),Additional Doc (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of Bo 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 buyer
Past Performance	10 %
Bid to RA enabled	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Time allowed for Technical Clarifications during technical evaluation	3 Days
Payment Timelines	Payments shall be made to the Seller within 90 days of issue consignee receipt-cum-acceptance certificate (CRAC) and or submission of bills (This is in supersession of 10 days time a 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.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or th reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / St; Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid docume before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplie some quantity during each of the Financial year. In case of bunch bids, the category of primary product having high value should meet this criterion.

2. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to 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. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchas preference, the bidder 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 no purchase preferen shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local conte shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accounta chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) o 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bi Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and sr enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterpr clause in the bid, the same will get precedence over this clause.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry o Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bic wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid fo supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises 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 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 25%(selected by Buyer) percentage of total QUANTITY.

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 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 wo determined by the buyer based on its own assessment of reasonableness and based on competitive prices received / RA process.

5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

6. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1.
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1.

MIRRORLESS CAMERA

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail 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	Paras	249403, Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	1	60

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

ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contract rates. Bidders are bound to accept the orders accordingly.

2. **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 ATC): NOT REQUIRED

Post Receipt Inspection at consignee site before acceptance of stores: AT BHEL HEEP HARIDWAR

3. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address PARAS CENTRAL PLANT STORE BHEL HEEP HARIDWAR UTTARAKHAND 249403.

4. **Generic**

Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 1 year residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

5. **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.

6. **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 %.

7. **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.

8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

SPECIAL TERMS AND CONDITIONS

1. **PAYMENT TERM:** 80% payment of Supply value shall be made within 45 days for MSE, 60 days for Medium Enterprises and 90 days for Non-MSE from the date of receipt of material at site. Balance 20% of Supply will be paid against Acceptance by BHEL and submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the guarantee/ warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The confirmation charges shall be borne by vendor.
2. **CHARGES FOR SERVICES AT BHEL HARIDWAR:** Vendor to demonstrate all the functions & features of the item being procured.

3. **Delivery Period:** Within 60 days from the date of PO.

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4. **LATE DELIVERY PENALTY CLAUSE:**

Penalty on delay in 'Supply' and/or 'Acceptance' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and '**Acceptance by BHEL**'.

A. For delay in Supply:

The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO (Supply + Acceptance) in supply subject to a maximum of 10% of total PO value (Supply + Acceptance).

B. For Delay in Acceptance by BHEL:

The rate of penalty for delayed **Acceptance by BHEL** shall be @ 0.5% per week of delay of total PO value (Supply + **Acceptance by BHEL**) in **Acceptance by BHEL** subject to a maximum of 10% of total PO value (Supply + **Acceptance by BHEL**).

Maximum penalty for delay in Supply and **Acceptance by BHEL** together shall be limited to 15% of total PO value (Supply + **Acceptance by BHEL**).

In case PO includes more than one machine, the penalty shall be @ 0.5% per week of delay of total PO value (Supply + **Acceptance by BHEL**) for the delayed machine.

In case any bidder is not accepting the above penalty for delayed Supply and/or **Acceptance by BHEL**, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.

In case, any shortage is noticed viz-a-viz PO requirement in the main equipment /spares, shortages shall be replenished by supplier on FOR destination basis without any implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such supplies shall be borne by the supplier.

5. **Evaluation shall be done on Total Landed Cost to BHEL Haridwar.**

Total Landed Cost to BHEL includes Material cost, Freight charges, GST etc.

6. Date of Part-1 Opening shall be considered for Cost Evaluation Process.

7. **Settlement of Disputes:**

If any dispute, controversy or claim arising out of, relating to, or in connection with, this contract, or the termination or validity thereof, arises, both parties hereto shall endeavor to settle such dispute amicably. If this attempt fails, the disputes between the parties shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts (which attempt shall continue for no

than 30 days); give 30 days' notice, in writing, invoking arbitration and calling upon the other party to constitute the tribunal as provided.

All or any such disputes or differences arising between the parties to this contract shall be referred to an Arbitration Tribunal consisting of single arbitrators. Sole arbitrator shall be appointed on mutually agreed by both the parties.

The place of arbitration shall be New Delhi for foreign vendors. The language of arbitration shall be English. The substantive law applicable to the substance of the dispute shall be the Indian Law. GISTC clause may be referred for this clause.

For Indigenous Source. The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction.

Conciliation Clause: Model conciliation clause for conduction conciliation proceedings under the BHEL conciliation scheme, 2018 (enclosed as Annexure- D) will be applicable against this enquiry. Kindly confirm.

Arbitration Clause:

In case of any dispute arising out of or in connection with this contract, the same shall be referred to arbitration under Arbitration & Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of both parties. The seat & venue of arbitration shall be Haridwar. The proceedings shall be conducted in English. The governing law of the contract shall be the substantive Law of India.

8. Risk Purchase Clause

In case of delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in the Purchase Order the purchaser may cancel the purchase order in full or part thereof, and may also make purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. Vendor does not agree to above risk purchase clause; their offer is liable to be rejected. In case any vendor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL. Vendor to refer and comply GISTC for details of this clause.

9. Force Majeure Clause

- a) Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc.
- b. The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate the contractor for expenses.
- c. Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months.
- d. Evidence for this would be "Force Majeure" certificate issued by chamber of commerce of the concerned country.

10. War Like Situation

If the war like situation has developed in a country where a vendor's works involved in this tender is located there is political instability and Indian Embassy located in that country forbids dealing with the said vendor then the purchaser reserves the right not to consider the offer of such a vendor or to cancel the order in case the order has already been placed and suspend further dealings till normalcy in the country/ region is confirmed by Indian Embassy.

11. Taxes & duties

GST Registration Number

Address of Principal place of Business

Type of Business

HSN Code, its description & rate of applicable GST for the offered material

Whether registered under Composite scheme of GST (Y/N).

It should be noted that the evaluation of the offers shall be done considering the taxation/benefit applicable under GST.

Please submit your GST registration certificate.

Note: TDS as per Statutory guidelines will be deducted at source. Kindly submit your offer accordingly

12. Purchase Preference for (Make in India)

For this procurement, the local content to categorize a supplier as a Class-I supplier / class-II local supplier local supplier and purchase preference to class -I local supplier, is as defined in public procurement (preference make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if after issue of this NIT, but before opening of Part-II bids against this NIT".

The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification (Form enclosed) that the item offered meets the minimum local content and shall give details of the location (s) at which the local value addition is made.

13. Bidder agrees to submit performance security required for execution of the contract within the time mentioned. In case of delay in submission of performance security, enhanced performance security would include interest (SB/ 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 defined in NIT I contract, from the bills along with due interest.

14. The Bidder has to declare 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 any agreement or understanding to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found to have indulged in above activities, suitable action shall be taken by BHEL as per extant policy guidelines.

15. In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account.

Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.

Attach separate sheet for additional information if necessary. The above terms & condition supersede the terms & conditions found contradictory written elsewhere in the offer.

Attach separate sheet for additional information if necessary. The above terms & condition supersede the terms & conditions found contradictory written elsewhere in the offer.

- 16.** 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 prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to reduce 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/ guidelines.

- 17.** Delivery Period: Delivery period shall be within 60 days from the date of PO.

- 18.** The evaluation currency for this tender shall be INR.

- 19. ATTENDING TO ANY COMPLAINT DURING WARRANTY PERIOD:** Vendor will have to ensure the deputation of their people for commissioning or for attending to any complaint during Warranty period within 6 days of intimation.

In case of delay BHEL will be within their rights to get the job completed at the risk and cost of the supplier.

- 20.** Purchaser i.e. BHEL, Haridwar reserves the right to cancel this GEM Custom Bid Tender Enquiry at any stage of Tender Enquiry but, before Purchase Order Placement on GeM Portal. BHEL Haridwar shall not be liable to any of the bidder/or any other agencies to tell the reason for cancellation of this GEM Custom Bid Tender Enquiry. In this matter the decision of Purchaser which is final and BHEL Haridwar shall be final and can't be challenged in any court of Law.

- 21.** GST Input Tax Credit shall be applicable for this tender.

- 22.** Participating bidders must reply against each point of BHEL Technical Specification.

- 23.** Warranty period shall be 02 year from the date of acceptance of item at HEEP, BHEL, RANIPUR HARIDWAR.

- 24.** Early Delivery is acceptable.

- 25.** PDI is not required.

- 26.** Test Certificates are not required.

- 27.** Operation and Maintenance manual along with Instruction Manual is required as per Technical Specifications of this tender enquiry.

- 28.** Suppliers are requested to send point wise reply to BHEL Technical Specification.

- 29.** Technical Specification along with PQR, Drawings, above mentioned Special Terms and Conditions of this tender enquiry shall prevail where any contradiction arises with GeM terms and conditions.

- 30.** Years of Past Experience Required selected as 1 and Past Performance selected as 10 in this Tender shall not be applicable for this GEM Bid. Bidders are requested to kindly ignore these parameters in this GEM bid and these two parameters shall not be considered for Tender Evaluation. Bidders are requested to quote the item as per Technical Specification, PQR and Special Terms and Conditions as mentioned in this GeM bid.

- 31.** Price Bid Validity shall be 180 days from the date of part-1 opening.

32. This Special Terms and Conditions shall prevail for commercial parameters for this Tender Enquiry, if a contradiction arises.
33. **For any kind of queries related to this tender enquiry, kindly contact undersigned on sanjay.singh@bhel.in and +919899095970/01334281147.**
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Specifications for Mirrorless Cameras and Flash Light

SL	Parameter	Specification
1	Sensor	CMOS 35mm
2	Resolution	30 MP (Minimum)
3	LCD Size	3.0 in (Minimum)
4	Viewfinder resolution	3.6 MP (Minimum)
5	ISO	Upper Range 25600 (Minimum)
6	Shutter speed range	1/8000 - 30 sec (Minimum)
7	Continuous Drive	10 fps (Minimum)
8	In body stabilisation/ CIPA IS rating	Yes/ 5 stops (Minimum)
9	Sensor Size (mm)	35.9 X 23.9 (Minimum)
10	Image format	JPEG RAW
11	Movie frame rate	4K 60p/ FHD 120p
12	Auto focus points	425 (Minimum)
13	Battery CIPA Rating	400 (Minimum)
14	Connectivity USB	USB 3.2
15	Connectivity HDMI	Required
16	Zoom Lens Focal Length	24-105/120 mm (Same Make)
17	Fixed Length Focal Length	50 mm (Same Make)
18	Flash Light	Compatible Flash of same brand as of Camera
19	Flash Light Recycle Time	1.8 to 2.6 sec
20	Flash Light Power Range	1/1 to 1/256

21 Flash Output Distance Range 2ft to 65 ft

9. **Warranty**

Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. Seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

10. **Scope of Supply**

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

11. **Generic**

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price: AS PER TECHNICAL SPECIFICATION AND CURRENT INDUSTRY PRACTICE. .

12. **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.

13. **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 specifications 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 using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller with 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[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 with 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---
