



Bid Number: GEM/2021/B/174863
Dated: 09-12-2021

Bid Document

| Bid Details | |
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| Bid End Date/Time | 20-12-2021 18:00:00 |
| Bid Opening Date/Time | 20-12-2021 18:30:00 |
| 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 (Q3) (LT CONTROL CABLE SAGARDIGHI WEST BENGAL) |
| 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) *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 | 7 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

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| Required | No |
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ePBG Detail

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| Advisory Bank | State Bank of India |
| ePBG Percentage(%) | 10.00 |

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| Duration of ePBG required (Months). |
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(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
(Rajiv Ranjan)

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(s) shall also be allowed to participate in the RA process.

BOQ (1 pieces)

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| Brand Type |
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| Unbranded |
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Technical Specifications

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| Specification Document |
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| View File |
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| BOQ Document |
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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 | Prosun Biswas | 742237,Deputy General Manager (I/C-Projects) Sagardighi Thermal Power Project P.O.- Manigram, Dist- Murshidabad Pin-742237 West Bengal | 1 | 140 |

Buyer Added Bid Specific Terms and Conditions

1. Inspection

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

2. 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.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

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| 01 | Guarantee Clause (Defect Liability Period): |
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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 12 months from the date of commissioning, whichever is earlier.**

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 PBC / other dues of this Purchase Order / Contract or any other Purchase Order / Contract executed by the supplier / contractor.

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| | Performance Bank Guarantee: |
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Supplier shall arrange to submit Performance BG within 15 days of award of contract on GeM **Performance BG shall be valid for 18 months from the date of last delivery with claim period of 3 months extra over and above 18 months.**

"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."

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| | Delivery Time: |
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IMMEDIATE after approval of drawing and documents and issuance of MFC by BHEL however Break up of delivery period taken (Delay analysis for cases of delivery extension if required, shall be governed as per below schedule)

| SL. NO. | ACTIVITY | ACTIVITY TIME IN WEEKS |
|---------|--|------------------------|
| 1. | Submission of documents necessary for getting manufacturing clearance like Drawings, data sheet, MQP etc. (In scope of vendor) | 02 |
| 2. | Review and Approval of documents and issue of manufacturing clearance (In scope of BHEL) | 03 |
| 3. | Manufacturing Time & offer of Inspection to BHEL (In scope of vendor) | 12 |
| 4. | Inspection (In scope of BHEL) | 01 |
| 5. | Issue of MICC (In scope of BHEL) | 01 |
| 6. | Dispatch (In scope of vendor) | 01 |

Note - 1) Supplier to ensure every revised submission incorporating comments (Complete in all respect) within 1 week from the date of comments by BHEL.
 2) Supplier to furnish the advance information (at least 02 weeks) for inspection of the material after ensuring the readiness.

4. 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 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 MSM 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 representation 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 share 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---