

Bid Document

Bid Details	
Bid End Date/Time	05-09-2022 14:00:00
Bid Opening Date/Time	05-09-2022 14:30:00
Bid Offer Validity (From End Date)	120 (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	2
Item Category	SUPPLY OF DIESEL OPERATED ARTICULATED BOOM TYPE MAN LIFT ,MINIMUM WORKING HEIGHT WITH EXTENDED BOOM LENGTH SHALL BE 20 METERS, ALONG WITH NECESSARY ACCESSORIES AND MAINTENANCE TOOLS AND TACKELS , SERVICES- ERECTION OR ASSEMBLY, COMMISSIONING, TESTING, DEMONSTRATION AT SITE OF DIESEL OPERATED ARTICULATED BOOM TYPE MAN LIFT INCLUDING TRAINING OF EXECUTIVE AT SITE
BOQ Title	DIESEL OPERATED ARTICULATED BOOM TYPE MAN LIFT FOR TANTRANSCO ARIYALUR PROJECT
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),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
Bid to RA enabled	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Primary product category	SUPPLY OF DIESEL OPERATED ARTICULATED BOOM TYPE MAN LIFT ,MINIMUM WORKING HEIGHT WITH EXTENDED BOOM LENGTH SHALL BE 20 METERS, ALONG WITH NECESSARY ACCESSORIES AND MAINTENANCE TOOLS AND TACKELS
Time allowed for Technical Clarifications during technical evaluation	3 Days

Bid Details

Payment Timelines	Payments shall be made to the Seller within 90 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

Required	No
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ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	10.00
Duration of ePBG required (Months).	36

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

Beneficiary:

Sr. DGM-Finance
10340020-TBG, Noida, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Sr. Dgm-finance)

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. 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 Purchase 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 preference shall be granted. 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. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are

not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .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 OF DIESEL OPERATED ARTICULATED BOOM TYPE MAN LIFT ,MINIMUM WORKING HEIGHT WITH EXTENDED BOOM LENGTH SHALL BE 20 METERS, ALONG WITH NECESSARY ACCESSORIES AND MAINTENANCE TOOLS AND TACKELS

(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	Anchuri Phani Kumar	605801,TANTRANSCO Substation Ariyalur Site Ariyalur Vill Post Sankarapuram Taluk Dist Villupuram Tamilnadu	1	147

SERVICES- ERECTION OR ASSEMBLY, COMMISSIONING, TESTING, DEMONSTRATION AT SITE OF DIESEL OPERATED ARTICULATED BOOM TYPE MAN LIFT INCLUDING TRAINING OF EXECUTIVE AT SITE

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

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1	Anchuri Phani Kumar	605801,TANTRANSCO Substation Ariyalur Site Ariyalur Vill Post Sankarapuram Taluk Dist Villupuram Tamilnadu	1	175

Buyer Added Bid Specific Terms and Conditions

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. PAYMENT TERMS:

[A] PAYMENT FOR SUPPLY OF DIESEL OPERATED ARTICULATED BOOM TYPE MAN LIFT

i) 90% of Supply payment shall be made *within 45 days for MSE (Micro & Small Enterprises) /*

within 60 days for Medium Enterprises / within 90 days for non MSME suppliers from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:

- LR / GR duly endorsed by BHEL Site Official.
- CRAC (consignee receipt-cum-acceptance certificate) / MRC
- GST Compliant Tax Invoice
- Packing List (Case-wise)
- Copy of Transit Insurance Certificate from underwriters.
- Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management
- Guarantee Certificate
- Copy of Performance Bank Guarantee (PBG)
- Certificate of acceptance of Type Test Reports (if applicable) issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order

ii) Balance 10% of Supply payment shall be made *within 45 days for MSE (Micro & Small Enterprises) / within 60 days for Medium Enterprises / within 90 days for non MSME suppliers* from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:

- Claim Invoice.
- Certificate of successful completion of Erection/Assembly, Commissioning, Testing, Demonstration at site including Training of executives at Site issued by BHEL Site Official / Construction Management.
- Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management

Note: Vendor has to submit the duly signed check-list along with Bill.

[B] PAYMENT FOR ERECTION/ ASSEMBLY, COMMISSIONING, TESTING, DEMONSTRATION AT SITE INCLUDING TRAINING OF EXECUTIVES AT SITE

100% of payment shall be made within 45 days for MSE (Micro & Small Enterprises) / within 60 days for Medium Enterprises / within 90 days for non MSME suppliers from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:

- GST Compliant Tax Invoice.
- Certificate issued by BHEL Site Official / Construction Management for successful completion of Erection/Assembly, Commissioning, Testing, Demonstration at site including Training of executives at Site
- Certificate issued by BHEL Engineering Management for completion of final documentation as per Purchase Order / Technical Specification

Note: Vendor has to submit the duly signed check-list along with Bill.

2. DELIVERY TIME:

a) FOR SUPPLY: Within 21 Weeks (147 days) from the date of PO/input by BHEL as per Activity schedule (Annexure-II). Delivery requirement is Dec'22.

b) FOR ERECTION/ASSEMBLY, COMMISSIONING, TESTING, DEMONSTRATION AT SITE OF DIESEL OPERATED ARTICULATED BOOM TYPE MAN LIFT INCLUDING TRAINING OF EXECUTIVE AT SITE: Delivery period is mentioned as 175 days from PO in bid, However, Completion of service at site is within 4 Weeks from the date of BHEL confirmation for readiness of fronts. [as per Activity

schedule (Annexure-II)]

3. Liquidated Damage for delayed Delivery: As per GeM GTC i.e. If the Seller/Service Provider fails to deliver any or all of the Goods/ 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 aforesaid, @ 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.

However, Liquidated Damage for delayed delivery shall be calculated separately for Supply (i.e. BOQ sl. no.1) & Services (i.e. BOQ sl.no. 2).

4. Guarantee Clause (Defect Liability Period):

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 **"Thirty-Six (36) months from the date of taking over of the Facilities (i.e. 31.03.2023) or Eighteen (18) months from the date of last delivery (or any part thereof), whichever is later"**.

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.

5. Performance Bank Guarantee:

As per GeM terms and conditions. Performance BG of 10% of the contract value shall submitted be as per BHEL format. Performance BG shall be valid for **"Thirty-Six (36) months from the date of taking over of the Facilities (i.e. 31.03.2023) or Eighteen (18) months from the date of last delivery (or any part thereof), whichever is later"** with claim period of 3 months extra over and above Guarantee period.

6. Make in India:

For this procurement, the local content to categorize a supplier as 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), Order 2017 dated 04.06.2020, 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.

"Bidder to specify the percentage of local content as per the format of self-declaration for local content" as per Annexure-V."

"This tender is not a global tender and **only Class-I & Class-II suppliers** as defined under the DPIIT order no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and subsequent orders are eligible to bid in this tender. **Bids received from Non-Local supplier shall be rejected.**"

7. COMPLIANCE TO GOI ORDER FOR RESTRICTIONS UNDER RULE 144 (XI) OF GENERAL FINANCIAL RULES (GFRS), 2017

Refer Clause at Annexure-VI and Certification at Annexure-VII / Annexure-VIII (whichever is applicable) regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017. Bidder to comply the clause and submit the certification. Non-compliance/ Non-submission of certification will lead to rejection of Offer.

8. MOP CIRCULAR:

Bidder to comply the MOP circular dated 02-07-2020 (Annexure-IX) and its subsequent amendment, if any, in prescribed format (Annexure-X). Non-compliance/ Non-submission will lead to rejection of Offer [Not Applicable for cases where local content is 100%]. Vendor to quote as per specified price format of NIT, otherwise their offer shall be liable to be rejected

9. Inspection:

Inspection shall be carried out by BHEL/end customer as per approved Quality Plan.

10. Risk Purchase:

In case the Supplier / Contractor fails to supply or fails to comply with terms & conditions of the Purchase Order / Contract or delivers equipment / material not of the contracted quality or fails to adhere to the contract specifications or fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery / completion period to justify that supplies shall be inordinately delayed beyond contractual delivery / completion period, BHEL reserve the right to cancel the Purchase Order / Contract either in whole or in part thereof without compensation to Supplier / Contractor and if BHEL so desires, may procure such equipment / material / items not delivered or others of similar description where equipment / material / items exactly complying with particulars are not readily procurable in the opinion of BHEL which is final and in such manner as deemed appropriate, at the risk and cost of the Supplier / Contractor and the Supplier / Contractor shall be liable to BHEL for any excess cost to BHEL. However, the Supplier / Contractor shall continue execution of the Purchase Order / Contract to the extent not cancelled under the provisions of this clause.

Recovery amount on account of purchases made by BHEL at the risk and cost of Supplier / Contractor shall be the difference of total value of new Purchase Order (PO) value and total value of old Purchase Order for applicable items, where the total value of new PO is more than total value of old PO for applicable items, plus additional 15% of the total ex-works value of new PO as overheads.

The Supplier / Contractor shall on no account be entitled to any gain on such risk & cost purchase. In case the purchase order (PO) value of the new PO is less than the PO value of the old PO, 5% of the total ex-works value of the new PO shall be recovered as overheads and the difference between the PO value of the old PO and the new PO shall not be considered for calculation of the recovery amount.

2. 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 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 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. 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 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---