



Bid Number: GEM/2022/B/1845715 Dated: 12-01-2022

# **Bid Document**

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Bid Details			
Bid End Date/Time	22-01-2022 16:00:00		
Bid Opening Date/Time	22-01-2022 16:30:00		
Bid Life Cycle (From Publish Date)	90 (Days)		
Bid Offer Validity (From End Date)	65 (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	10020009-cffp Haridwar		
Total Quantity	2		
Item Category	Gouging Rectifier (1500 Amperes) (Q3)		
MSE Exemption for Years of Experience and Turnover	Νο		
Startup Exemption for Years of Experience and Turnover	No		
Document required from seller	Additional Doc 1 (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		
Time allowed for Technical Clarifications during technical evaluation	2 Days		
Payment Timelines	Payments shall be made to the Seller within <b>45</b> 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
Required	

#### ePBG Detail

Required

|| No

# Splitting

Bid splitting not applied.

#### **MII Purchase Preference**

MII Purchase Preference

Yes

#### **MSE Purchase Preference**

MSE Purchase Preference

Yes

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 vill 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 25% (selected by Buyer) percentage of total QUANTITY.

3. 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.

# Gouging Rectifier (1500 Amperes) ( 2 pieces )

# (Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Brand Type	Unbranded

#### Technical Specifications

Buyer Specification Document

Download

# **Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporti ng Officer	- Address			
1	Pramod Kumar Mishra	249403,Central Foundry Forge Plant, BHEL, Ranipur, Haridwar	Quantit y	Delivery to start after	Delivery to be completed by
			2	10	45

#### Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items	
1	Commercial Terms <u>View</u>		Gouging Rectifier (1500 Amperes)(2)	

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

# **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 regards. 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

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

# 4. Generic

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

# 5. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

#### 6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

a) Point wise reply / confirmation of attached technical specification no. CFT/SP/01 Rev 02 is required to be submitted along with offer.

b) Performance Guarantee / Warranty: Minimum period of 24 months from the date of commissioning of equipment at CFFP BHEL Haridwar.

c)Final inspection will be done after receipt of material at CFFP BHEL Haridwar. However, CFFP BHEL reserve the right to pre inspect material at vendor works before dispatch to CFFP BHEL.

d)Delivery Term: FOR Destination basis, destination being Stores/CFFP/BHEL Haridwar.

e) Erection and commissioning value: Erection & Commissioning charges will be minimum 5% of supply value.

f) Payment Terms: 80% payment of Supply value plus 100% Taxes & Duties shall be made within 45 days from the date of receipt of material at CFFP / BHEL. Balance 20% of Supply value will be paid after erection and commissioning (E&C) of equipment and on receipt 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 purchase order (P O) value in the prescribed Format.

g) Performance Bank Guarantee (PBG) terms: Submission of Performance Bank Guarantee (PBG) by Supplier in the prescribed Format (annexure- D) for 30 days beyond the warranty period, from one of the Consortium Banks of BHEL (annexure- C) or from a reputed Bank and confirmed by Consortium Bank of BHEL for 10% of total PO value (Supply + E&C). All bank charges incurred on account of issuance and confirmation of PBG will have to be borne by the vendor.

h) Prices shall be firm till execution of Order.

i)Test Certificate & Guarantee/Warranty certificate to be provided by vendor.

j) Documents to be provided as per clause no 8 of technical specification.

k) Conditions for opening of Price: - Through RA as per GeM terms & conditions.

I)Vendor is required to submit offer on FOR CFFP BHEL Haridwar, including GST as per GeM terms & conditions.

m)Penalty for delay in Supply and Erection and Commissioning (E&C):

Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&C'.

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

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

- Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).

For calculating Late Delivery penalty delivery date: Date of receipt at BHEL Hardwar, shall be considered.

n) Erection & Commissioning period for supplier: - Supplier will complete E&C work within 10 days from intimation by CFFP BHEL.

o) Risk Purchase: In case of delayed/defective supplies or non-fulfillment of any other terms & conditions given in the purchase order, the purchaser may cancel the purchase order and may also make the purchase of such material at the risk & cost of supplier.

p) Delivery within 45 days from contract date.

# 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. 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.

