

Bid Number: GEM/2022/B/2810475

Dated: 03-12-2022

Bid Document

	Bid Details
Bid End Date/Time	13-12-2022 16:00:00
Bid Opening Date/Time	13-12-2022 16:30:00
Bid Offer Validity (From End Date)	90 (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	10090001-edn Bangalore
Total Quantity	9
Item Category	PLC panel for Hot stand-by VFD (Q3) , Local Control Station for VFD (Q3) , Cable Accessories for VFD (Q3) , Laptop loaded with Drive software (Q3) , VFD for 6.6 KV, 4150 KW Squirrel-Cage Induction Motor (Q3) , Commissioning Spares for PLC (Q3) , Mandatory Spares for VFD (Q3)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	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	No
ITC available to buyer	Yes
Type of Bid	Two Packet Bid
Primary product category	Mandatory Spares for VFD
Time allowed for Technical Clarifications during technical evaluation	2 Days
	Payments shall be made to the Seller within 90 days of
Payment Timelines	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)

EMD Detail

	Required	No	
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ePBG Detail Required No Splitting Bid splitting not applied. MII Purchase Preference MII Purchase Preference Yes 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 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.

PLC Panel For Hot Stand-by VFD (1 set)

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

2,000,000	Brand Type	Unbranded
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Technical Specifications

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	Buyer Specification Document	<u>Download</u>	

Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	90%
Min Cost Allocation for ICT as a % of product cost	.001%
Number of days allowed for ICT after site readiness communication to seller	90 Days
ITC Available On GST	100%
ITC Available On GST Cess	0%

Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess
100%	NA

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	PLC Panel For Hot Stand-by VFD	132140,IOCL/Panipat refinery - DHDT RGC package, Baholi PO	1	280

Local Control Station For VFD (1 set)

(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

Buyer Specification Document	<u>Download</u>

Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess
100%	NA

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	1. Training to customer for 10 days at site. 2. Combined testing for 01 no. of VFD with job motor fo	132140,IOCL/Panipat refinery - DHDT RGC package, Baholi PO	1	380

Cable Accessories For VFD (1 set)

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

Brand Type	Unbranded

Technical Specifications

Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	
100%	NA	

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Cable Accessories For VFD	132140,IOCL/Panipat refinery - DHDT RGC package, Baholi PO	1	280

Laptop Loaded With Drive Software (1 set)

(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

Buyer Specification Document	Download
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Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	
100%	NA	

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Laptop Loaded With Drive Software	132140,IOCL/Panipat refinery - DHDT RGC package, Baholi PO	1	280

VFD For 6.6 KV, 4150 KW Squirrel-Cage Induction Motor (2 set)

(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

Buyer Specification Document	<u>Download</u>

Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	90%
Min Cost Allocation for ICT as a % of product cost	.001%
Number of days allowed for ICT after site readiness communication to seller	90 Days
ITC Available On GST	100%
ITC Available On GST Cess	0%

Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	
100%	NA	

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1		132140,IOCL/Panipat refinery - DHDT RGC package, Baholi PO	2	280

Commissioning Spares For PLC (1 set)

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

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Brand Type	Unbranded

Technical Specifications

Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess
100%	NA

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Commissioning Spares For PLC	132140,IOCL/Panipat refinery - DHDT RGC package, Baholi PO	1	280

Mandatory Spares For VFD (2 set)

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

Brand Type	Unbranded

Technical Specifications

Buyer Specification Document	<u>Download</u>

Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess
100%	NA

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Mandatory Spares For VFD	132140,IOCL/Panipat refinery - DHDT RGC package, Baholi PO	2	280

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	Annexures to PBG View	II of goods at project site and shall be	PLC Panel For Hot Stand-by VFD(1),VFD For 6.6 KV, 4150 KW Squirrel-Cage Induction Motor(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

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. 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 %.

3. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file

4. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

5. 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.

6. 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.

7. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

8. Generic

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

9. Scope of Supply

Scope of supply (Bid price to include all cost components): Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

10. Purchase Preference (Centre)

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% 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 percentage of 100% of total value.

11. 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.

12. 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---