

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	23-04-2022 15:00:00
<b>Bid Opening Date/Time</b>	23-04-2022 15:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	65 (Days)
<b>Ministry/State Name</b>	Ministry Of Heavy Industries And Public Enterprises
<b>Department Name</b>	Department Of Heavy Industry
<b>Organisation Name</b>	Bharat Heavy Electricals Limited (bhel)
<b>Office Name</b>	10040025-c F P Rudrapur
<b>Total Quantity</b>	8648
<b>Item Category</b>	COPPER BUS BAR CONNECTIONS AS PER BHEL SPECIFICATION AA12021 AND ANNEXURE 1 (Q3)
<b>Minimum Average Annual Turnover of the Bidder</b>	30 Lakh (s)
<b>OEM Average Turnover (Last 3 Years)</b>	30 Lakh (s)
<b>Years of Past Experience required</b>	3 Year (s)
<b>MSE Exemption for Years Of Experience and Turnover</b>	Yes
<b>Startup Exemption for Years Of Experience and Turnover</b>	Yes
<b>Document required from seller</b>	Experience Criteria,Past Performance,Bidder Turnover,OEM Annual Turnover,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
<b>Past Performance</b>	20 %
<b>Bid to RA enabled</b>	Yes
<b>RA Qualification Rule</b>	50% Lowest Priced Technically Qualified Bidders
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Evaluation Method</b>	Total value wise evaluation

### EMD Detail

Required	No
----------	----

## ePBG Detail

Required	No
----------	----

### Splitting

Bid splitting not applied.

### MII Purchase Preference

MII Purchase Preference	Yes
-------------------------	-----

### MSE Purchase Preference

MSE Purchase Preference	Yes
-------------------------	-----

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. 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.

7. 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.

8. 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.

9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 20% 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 the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

10. 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.

## **COPPER BUS BAR CONNECTIONS AS PER BHEL SPECIFICATION AA12021 AND ANNEXURE 1 ( 8648 kilogram )**

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

Whether Price variation applicable?	Price Variation Clause	Price variation clause document
Yes	$P = PF + 100\% \times (CINVOICE - CNIT)$ Where, P = Applicable Rate of Copper Bus Bar Connections at the time of dispatch, PF = Applicable Rate of Copper Bus Bar Connections finalised in the NIT, CINVOICE = Applicable Base rate of Copper shall be latest of previous month from the date of dispatch, CNIT = Applicable Base rate of Copper as per NIT,	<a href="#">16486367591.pdf</a>

Brand Type	Unbranded
------------	-----------

### **Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

### Additional Specification Documents

DrawingDocument1	<a href="#">View</a>
DrawingDocument2	<a href="#">View</a>

### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Amit Kumar Rana	263153,BHEL Rudrapur, Kichha By Paas Road Near- FCI Godown, Distt- Udhamsingh Nagar, Uttarakhand	8648	50

### Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	Annexure 1 <a href="#">View</a>	Bus bar sizes shall be as per attached annexure	COPPER BUS BAR CONNECTIONS AS PER BHEL SPECIFICATION AA12021 AND ANNEXURE 1(8648)
2	Drawings <a href="#">View</a>	Relevant drawings as per annexure shall be referred from here.	COPPER BUS BAR CONNECTIONS AS PER BHEL SPECIFICATION AA12021 AND ANNEXURE 1(8648)
3	QAP <a href="#">View</a>	Applicable QAP as per project shall be applicable.	COPPER BUS BAR CONNECTIONS AS PER BHEL SPECIFICATION AA12021 AND ANNEXURE 1(8648)

**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

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

### 3. **Scope of Supply**

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

### 4. **Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

### 5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Bidder must submit signed and sealed copy of attached Specifications, QAP, Drawings, Annexures along with offer as a proof of acceptance.
2. Material must be dispatched in proper packed conditions with suitable identification.

### 3. **PAYMENT TERMS:**

- **Micro & Small Enterprises (MSEs)** - 100% payment through EFT within 45 days after the receipt, subject to acceptance of material.
  - **Medium Enterprises-** 100% payment through EFT within 60 days after the receipt, subject to acceptance of material.
  - **Non MSME** - 100% payment through EFT within 90 days after the receipt, subject to acceptance of material
4. Any deviation regarding extra GST on quoted rates, payment term, delivery schedule, LD shall not be considered in any circumstances. Delivery schedule as mentioned in GeM-bid shall only be applicable. GST, LD terms shall be applicable only of GeM.

### 5. **PV Clause & its applicability:**

#### a) **Copper Base Price:**

- i) Rates should be based on BME's Copper price circular no. 006/22 for **TOTAL VALUE (A) @ Rs.8,28,028/- PMT of 16.03.2022**. This is the basic BME price, GST & other statutory levies will be extra as applicable. Rates based on any other base price shall NOT be acceptable. Reference: Price circular no. 006/22 dated: 16-Mar-2022.
  - ii) Applicable rates shall be those of 1-month prior from the month in which delivery is being made e.g., if delivery of Copper Busbar is being made in 1<sup>st</sup> to 15<sup>th</sup> September that the BME price of 01-August will be taken for operating PV Clause.
  - iii) PVC ratio shall be **1:1 per kg. (or 1: Unit weight of flexible as mentioned in different drawings)**. PVC ratio other than mentioned above shall not be acceptable.
6. It is to be noted that as per General Terms & Conditions of GeM, **quoted rates in bid/RA are inclusive of taxes, freight, insurance etc.** If any

bidder mentions extra GST, freight, insurance in technical bid/catalogue, this shall not be considered valid and no further clarifications shall be sought thereof.

7. Tender shall be awarded based on quoting lowest price basis and to techno-commercially qualified bidder(s) only.
8. Procurement directly from Manufacturer/OEM shall be preferred. However, if insisted by manufacture/OEM, in a tender, either the authorized stockist/dealer on behalf of the manufacture/OEM OR the manufacture/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. In case bids are received from both the Manufacturer/OEM and the authorized dealer, bid received from authorized dealer shall be ignored.
9. Although the purchases shall be made in “Kgs.”, however, total quantity In numbers of finished copper component/item shall be verified for inspection & payment purposes.
10. Payment shall be restricted to DRAWING WEIGHT. However, if actual weight is less than drawing weight, payment shall be made as per ACTUAL WEIGHT.
11. Packing- Item shall be suitably packed with polythene/jute etc. to avoid scratch marks and dust.
12. **Pre-Dispatch Inspection** shall be carried out by BHEL/BHEL authorized TPIA (Third Party Inspection Agency) at Suppliers works. Supplier shall intimate (raise inspection call on BHEL CQ Portal- <https://cqir.bhel.in/> ) about material readiness well in advance (at least 04 days before) for enabling BHEL to conduct pre-dispatch inspection.  
Material shall be dispatched only after written clearance from BHEL. However, material shall be accepted after final inspection by BHEL at BHEL Rudrapur/BHEL site and availability of all relevant documents like GST Invoice, Test Certificate, guarantee certificate and Packing list etc.
13. Standard Guarantee/Warrantee Certificate shall be required from Supplier.
14. **SUSPENSION OF BUSINESS DEALINGS:** Action shall be taken as per extant BHEL “Guidelines for Suspension of Business Dealings with Suppliers/Contractors AA/MM/SB/01 Rev.02 Dated 22.07.2016” against Supplier as well their agents who either fail to perform or are in default without any reasonable cause like force majeure, cause loss of business/money/reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding processor influence the price, tempering with tender process etc. Further details in this regard can be accessed through BHEL website [www.bhel.com](http://www.bhel.com)

15. **FRAUD PREVENTION POLICY:** The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."

## 6. 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.

## 7. Warranty

Warranty period of the supplied products shall be as given in specifications 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. The 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.

## 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.

[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---**