



Bid Number: GEM/2022/B/2596656
Dated: 30-09-2022

Bid Document

Bid Details	
Bid End Date/Time	10-10-2022 17:00:00
Bid Opening Date/Time	10-10-2022 17:30:00
Bid Offer Validity (From End Date)	80 (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	10250020-pem, Noida
Total Quantity	2
Item Category	Smart3D to CADMATIC converter software , Annual Maintenance Contract fro Two Years
BOQ Title	Smart3D to CADMATIC Converter Software
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate,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	No
Primary product category	Smart3D to CADMATIC converter software
Time allowed for Technical Clarifications during technical evaluation	5 Days
Estimated Bid Value	1503040
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(%)	5.00
Duration of ePBG required (Months).	40

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

Beneficiary:

SBI IFSC Code- SBIN0017313, DELHI

10250020-PEM, Noida, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises

(Bhel Pem Noida)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	No
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Details of the Competent Authority for MSE

Name of Competent Authority	Ashish Kumar Gupta
Designation of Competent Authority	Manager
Office / Department / Division of Competent Authority	PEM
CA Approval Number	BHEL internal
Competent Authority Approval Date	29-09-2022
Brief Description of the Approval Granted by Competent Authority	As per BHEL internal policy same is not required and proceed as per NIT

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

MII Purchase Preference

MII 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. 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.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
03-10-2022 10:00:00	Sector-16A, BHEL, PEM, NOIDA

Smart3D To CADMATIC Converter Software

(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	Arjun Srivastava	201301,BHEL-PEM, PLOT NO-25, SECTOR-16A, NOIDA	1	999

Annual Maintenance Contract Fro Two Years

(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	Arjun Srivastava	201301,BHEL-PEM, PLOT NO-25, SECTOR-16A, NOIDA	1	999

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

	ADDITIONAL TERMS & CONDITIONS FOR PACKAGE IN 2x770 MWe TURBINE ISLAND PACKAGE FOR GHAVP-1&2 :- SAME SHALL SUPERSEDE TERMS AND CONDITIONS MENTIONED ELSEWHERE IN BID	
1	Terms Of Payment	
	a) Supply, Installation, Demonstration & Training	As per clause no. 12 (i), (ii) of GTC on GeM. Supplier has to provide original Tax E-invoice (if applicable), delivery proof (CRAC), original Guarantee Certificate, Local content certificate, E-way bill (if applicable) for payment. Offline payment mode shall be selected. Payment will be released within 45 days for Micro & Small vendors, 60 days for Medium enterprises and within 90 days for Non-MSME vendors (as per MSMED Act).

		100% Payment along with applicable GST will be released after successful supply of software solution, installation and demonstration followed by Hands on Training on offered software solution (same must be certified/verified from BHEL).
	b) AMC	AMC price shall be equally divided into 8 quarters (i.e. for 2 year AMC period). 100% payments applicable for each quarter along with applicable GST shall be released after furnishing certification/verification from BHEL for that quarter.
2	Terms Of Delivery	F.O.R Dispatch Station. Supply of software solution along with product key to PS-PEM, BHEL, Sector-16A, Film city, NOIDA-201301, U.P through any viable medium (CD, Pendrive, Weblink, electronic medium etc.) , successful installation & demonstration followed by Hands on Training on offered software solution. The training shall be provided by the bidder to BHEL engineers at BHEL- PEM, NOIDA office. However, training schedule shall be finalized mutually by BHEL and bidder. Further, w.r.t. Transit Insurance, if any; supplier has to inform the details of dispatches (such as Policy No., Consignee Name, Consignment Packing details, Project Name, Purchase Order No., LR No. & date, Invoice No. & date, Dispatch Origin & destination details etc.) to policy underwriter.
3	Delivery Schedule	Delivery schedule shall be as per <u>Annexure-A</u> . Delivery period for sake of GeM bid shall be chosen as 999 days (maximum allowable delivery time) from PO date. However, this period shall not be considered for Delivery and Delay analysis purpose.
4	Guarantee Terms	As per Cl. No. 10 of GTC on GeM for the bid. 1-year Warranty period will start after successful completion of Supply, Installation, Demonstration & Training. After end of 1-year warranty period, 2-year AMC period will start.
5	Quantity Variation	Qty Variation is NA (+/- 0%).
6	Any other A. special major condition	The contract validity shall be up to 48 months from date of Purchase Order (PO). However, License will be perpetual. B. Bank Guarantee submission shall be as per cl. No. 7 of GeM GTC, 40 MONTHS from PO date. C. Mode of Price Evaluation (on landed price at consignee destination refer GeM GTC cl. No. 6)- Price Bid Opening.
7	This is a conditional tender enquiry. Financial bid opening (Part-II) of a bidder shall be subjected to the following:	
	i) Techno-Commercial evaluation by BHEL.	
	ii) Qualification of Technical PQR.	
	iii) Offered item should mandatorily conform to PP-MII order provisions.	

8	This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dtd. 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations & Equipment's etc.) & hence criteria of prior experience/Turnover shall be same for all the bidders including start-up/MSME.
9	Provision of offline payment in GeM can be utilized.
10	For this procurement, the local content to categorize a supplier as a Class-I & class-II Local Supplier is as defined in Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT & subsequent orders. 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.
11	Regarding verification of local content, the local supplier at the time of tender, bidding or solicitation shall be required to provide certification as per para 9 of PP-MII order revision dated 16.09.2020.
12	The local supplier at the time of tender, bidding, solicitation, shall be required to provide self-certification that as per the offered item, they meet the requirements of Class I Local Supplier/ Class II local supplier as per the provisions of PPP-MII Order of Govt. of India and relevant circulars issued by nodal ministry w.r.t. above mentioned orders and shall give details of location(s) at which the local value addition is made and percentage of local content as per enclosed annexure IV .
13	Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.
14	Bidders to,
A.	Ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 & Order No. 11/05/2018-Coord. dt. 28/07/2020, if applicable.
B.	Ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.
C.	To submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.
	Note: Subsequent orders/circulars to be checked and to be complied.
15	The Bidder declare that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.
16	Price Variation Clause :- Not Applicable
17	All other terms & conditions shall be as per GeM bid, selected Additional Terms & Conditions from GeM library and GTC on GeM GTC version GeM 4.0 (Version 1.3) available on GeM Portal on enquiry floating date shall be applicable.
18	Risk & Cost Purchase - As per annexure-V

19	In course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective bidders. In case more than one bidder happens to occupy L-1 status even after soliciting discounts, the L1 bidder shall be decided by a toss / draw of lots, in the presence of respective bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.
20	Incomplete offer or part offer of NIT BOM/BOQ shall be summarily rejected.
21	GeM has the functionality to quote Single Unit Price (FOR) for each item. Bidders to furnish applicable GST % w.r.t. Ex Works included in Single quoted (FOR) prices before Price Bid Opening.
22	Bidder has to provide the details as per TECHNICAL PQR (attached with Specifications of product catalogue) in its offer and has to note that bids of only those bidders shall be evaluated who meet the Technical Pre-Qualifying requirements'. The terms of technical PQR shall prevail in conflict (if any).
23	i. 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. ii. 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 %. iii. Data Sheet/Tech. Spec. 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. iv. The bidder is required to upload, along with the bid, all relevant certificates such as BIS license, test certificate, approved certificates and other certificates as prescribed in the Product Specification given in the bid document. v. 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. vi. 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.
24	MSE preference will not be applicable for this tender.

Delivery schedule Annexure-A

Package:- Smart3D to CADMATIC Converter Software

SL. No.	Item description	Schedule time
1	Dispatch (Packaging & Dispatch), Installation, Demonstration (as described in clause B(3), page no.2 of 6) of software solution as per spec at BHEL-PEM, Noida office followed by Hands on Training on offered software solution.	Within 12 weeks from the date of Purchase Order or clearance from BHEL, whichever is later. Any delay of completion the activity will attract liquidity damage as per NIT terms.
2	AMC(for 2 years) of Offered software Solution as per spec.	All issues must be resolved within 7 BHEL working days from the date of raising the issue/ compliant. Any delay of resolving the activity will attract penalty as per NIT terms.

NOTE:

- 1) Bidder to comply with the requirement of Delivery schedule, BOQ & PQR.
- 2) 1-year Warranty period will start after successful completion of activities listed above in Sl.No. 1. AMC (for 2-years) to start after end of 1-year warranty.

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---