

### Bid Document

Bid Details	
<b>Bid End Date/Time</b>	02-12-2022 18:00:00
<b>Bid Opening Date/Time</b>	02-12-2022 18:30:00
<b>Bid Offer Validity (From End Date)</b>	90 (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>	10450001-epd, Bangalore
<b>Total Quantity</b>	800
<b>Item Category</b>	Rotary Switch (Q3)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	2 Lakh (s)
<b>OEM Average Turnover (Last 3 Years)</b>	2 Lakh (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>	Bidder Turnover,OEM Authorization Certificate,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>Bid to RA enabled</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Primary product category</b>	Rotary Switch
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>90</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)
<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" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. 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" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. 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. 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.
5. 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.

6. 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.

7. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

8. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

### Rotary Switch ( 300 pieces )

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

Brand Type	Registered Brand
------------	------------------

#### Technical Specifications

[\\* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
CONSTRUCTION	<b>Maximum no. of switching positions (in Nos.)</b>	2
	<b>Mounting type</b>	Front Mounting on panel with mouting screws
	<b>Dimensions of front plate (in mm)</b>	45x45
	<b>Actuator</b>	Pistol grip handle
	<b>Front plate degree of protection</b>	IP55
	<b>Operating temperature (in deg. C)</b>	-10 to +55
	<b>Altitude support from the sea level</b>	>2000 m
	<b>Mechanical Endurance, No Load Operating Cycles , Minimum (in No.of cycles)</b>	100000
	<b>Electrical Endurance, On Load Operating Cycels, Minimum (in No. of cycles )</b>	100000

Specification	Specification Name	Bid Requirement (Allowed Values)
GENERIC	No. of Phase	1
	Rated frequency (in Hz)	50
	Rated operational Voltage (in Volt)	220
	Rated operational current (in A)	25
	Rated Insulation voltage (in Volt)	440
	Rated impulse withstand voltage (in KV)	3
	Conventional free air thermal current (in A)	25
	Rated Short time withstand current (in A)	1 sec, 100 A
	Rated Conditional short circuit current (in KA)	3
	Utilization category	DC-11

#### Additional Specification Parameters - Rotary Switch ( 300 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
TECHNICAL SPECIFICATION -1	AC22 heavy duty for AC switches. DC Switches shall be suitable for DC applications D.C. supply isolating switches shall be double pole, double throw with off
TECHNICAL SPECIFICATION -2	A.C. supply isolating switches shall be double pole, double throw with off Switches shall be stay-put, rotary type with escutcheon plates marked to indicate the function and positions
TECHNICAL SPECIFICATION -3	Switch contacts shall be rated as per rating mentioned in the material description DC switches shall be rated at 220V DC and AC switches shall be rated at 240V AC Type of handle shall be tear drop/ Flag knob
Customer approval status	Items to be procured from Customer approved vendors
End customer (TSGENCO) approved make	KAYCEE INDUSTRIES LTD, Thane, Maharashtra, RECOM (Reliable Electronic Components Pvt. Ltd.), Mumbai, SWITRON DEVICES, Nashik

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ajay Kumar	560012,Bharat Heavy Electricals Limited, Electric and Photovoltaic Division, Prof. CNR Rao Circle, IISc Post, Malleshwaram	300	45

**Rotary Switch ( 500 pieces )**

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

Brand Type	Registered Brand
------------	------------------

**Technical Specifications**

[\\* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
CONSTRUCTION	<b>Maximum no. of switching positions (in Nos.)</b>	2
	<b>Mounting type</b>	Front Mounting on panel with mouting screws
	<b>Dimensions of front plate (in mm)</b>	45x45
	<b>Actuator</b>	Pistol grip handle
	<b>Front plate degree of protection</b>	IP55
	<b>Operating temperature (in deg. C)</b>	-10 to +55
	<b>Altitude support from the sea level</b>	>2000 m
	<b>Mechanical Endurance, No Load Operating Cycles , Minimum (in No.of cycles)</b>	100000
	<b>Electrical Endurance, On Load Operating Cycels, Minimum (in No. of cycles )</b>	100000
GENERIC	<b>No. of Phase</b>	3
	<b>Rated frequency (in Hz)</b>	50
	<b>Rated operational Voltage (in Volt)</b>	415
	<b>Rated operational current (in A)</b>	10
	<b>Rated Insulation voltage (in Volt)</b>	440

Specification	Specification Name	Bid Requirement (Allowed Values)
	Rated impulse withstand voltage (in KV)	3
	Conventional free air thermal current (in A)	10
	Rated Short time withstand current (in A)	1 sec, 100 A
	Rated Conditional short circuit current (in KA)	3
	Utilization category	AC-21A

#### Additional Specification Parameters - Rotary Switch ( 500 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
TECHNICAL SPECIFICATION -1	AC22 heavy duty for AC switches. DC Switches shall be suitable for DC applications D.C. supply isolating switches shall be double pole, double throw with off
TECHNICAL SPECIFICATION -2	A.C. supply isolating switches shall be double pole, double throw with off Switches shall be stay-put, rotary type with escutcheon plates marked to indicate the function and positions
TECHNICAL SPECIFICATION -3	Switch contacts shall be rated as per rating mentioned in the material description DC switches shall be rated at 220V DC and AC switches shall be rated at 240V AC Type of handle shall be tear drop/ Flag knob
Customer approval status	Items to be procured from Customer approved vendors
End customer (TSGENCO) approved make	KAYCEE INDUSTRIES LTD, Thane, Maharashtra, RECOM (Reliable Electronic Components Pvt. Ltd.), Mumbai, SWITRON DEVICES, Nashik

\* Bidders offering must also comply with the additional specification parameters mentioned above.

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ajay Kumar	560012, Bharat Heavy Electricals Limited, Electric and Photovoltaic Division, Prof. CNR Rao Circle, IISc Post, Malleshwaram	500	45

#### Buyer Added Bid Specific Terms and Conditions

1. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

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**

**Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

4. **Generic**

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

5. **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.

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. **Scope of Supply**

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

8. **Turnover**

**Bidder Turn Over Criteria:** 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 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.

9. **Turnover**

**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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

#### 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. **Purchase Preference (Centre)**

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

#### 12. **Inspection**

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:

Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): BHEL/TPIA/END CUSTOMER

Post Receipt Inspection at consignee site before acceptance of stores: BHEL/TPIA/END CUSTOMER

#### 13. **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.

**14. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**1) Items to be procured from Customer approved vendors.**

**2) End customer (TSGENCO) approved make**

(a) KAYCEE INDUSTRIES LTD, Thane, Maharashtra

(b) RECOM (Reliable Electronic Components Pvt. Ltd.), Mumbai

(c) SWITRON DEVICES, Nashik

3. Delivery shall be 45 days from the date of PO.

4. Pre-dispatch inspection is applicable as per Inspection and Quality Clearance.

5. 5) Item shall be dispatched at BHEL SBD, Bengaluru-560012 as per GeM consignee.

6) Bidder to submit signed and stamped GEM Bidding document, Technical Specification, Unpriced BOQ, MII Declaration, Udyam Registration (if applicable),

7. 7)To get MSE preference, bidder to choose MSE purchase preference on GEM portal.

8. 8)To get MII preference, bidder to choose MII purchase preference on GEM portal and bidder to submit signed local content declaration as attached format along with Specification.

9)Payment terms: Hundred Percent (100%) of basic price of the material supplied as per PO, along with 100% taxes & duties (as applicable) shall be payable on pro-rata basis within 90 days for non MSME (45 days for MSE & 60 days for Medium) from the date of receipt of goods at BHEL SBD and receipt of complete documents at BHEL SBD as specified in below and issue of consignee receipt-cum-acceptance certificate (CRAC) subject to acceptance of materials. [i.e. date of acceptance of material or date of submission of complete set of documents (whichever is later) shall be considered for reckoning the due date of payment.]

(THIS IS IN SUPERSESSION OF 10 DAYS TIME AS PROVIDED IN CLAUSE 12 OF GEM GTC)

10. Documents to be Submitted by Vendor for payment: Original GST compliant invoice. (Original for Buyer copy), Copy of LR/ Delivery Challan for local supplier in place of LR, Packing List, Dispatch clearance from BHEL, Test reports/ Test Certificates

11) Bidder to submit contact details of concerned executive contact details (Name, Mobile number, email id) for Techno-commercial evaluation.

12. LD as per GeM General T&C and all other T&C are as per GeM General T&C.

**15. 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---**