



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2024/B/4541126 Dated/दिनांक : 27-01-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	10-02-2024 15:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	10-02-2024 15:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises	
Department Name/विभाग का नाम	Department Of Heavy Industry	
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)	
Office Name/कार्यालय का नाम	10110009-heep, Haridwar	
Total Quantity/कुल मात्रा	3	
ltem Category/मद केटेगरी	GENERATOR INSTRUMENTATION CABINET FOR 500MW MACHINE (Q3), Mand Spares for GIC as per annex A (Q3)	
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No	
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC) *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/बिड से रिवर्स नीलामी सक्रिय किया	Yes	
RA Qualification Rule	H1-Highest Priced Bid Elimination	
ITC available to buyer,क्रेता के लिए उपलब्ध आईटीसी	Yes	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Primary product category	GENERATOR INSTRUMENTATION CABINET FOR 500MW MACHINE	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	

Bid Details/बिड विवरण		
Inspection Required (By Empanelled Inspection Authority / Agencies preregistered with GeM)		
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/मूल्यांकन पद्धति	Total value wise evaluation	

EMD Detail/ईएमडी विवरण

uired/आवश्यकता	No
an cajona (aaitii	

ePBG Detail/ईपीबीजी विवरण

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
--	-----

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
11.13E Tateriase Frencher (1000) and anathr	

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 .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

- 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. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
- 3. 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

GENERATOR INSTRUMENTATION CABINET FOR 500MW MACHINE (2 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<u>Download</u>

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

DrawingDocument1	<u>View</u>
------------------	-------------

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	number	of days from	गिवरी अनुसूची (In contract start होने की तारीख से में)
1	Pawan Kumar Verma	769011,AGM (PROJECTS) 1X250MW NSPCL ROURKELA PP-II EXPANSION PROJECT DISTT - SUNDARGARH, ODHISHA INDIA, PIN- 769011	Quantit y/मात्रा 2	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी तक पूरी कर ली जाए

Mand Spares For GIC As Per Annex A (1 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<u>Download</u>
---	-----------------

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	number	of days from	llaरी अनुसूची (In contract start होने की तारीख से में)
1	Pawan Kumar Verma	769011,AGM (PROJECTS) 1X250MW NSPCL ROURKELA PP-II EXPANSION PROJECT DISTT - SUNDARGARH, ODHISHA INDIA, PIN- 769011	Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरीतक पूरी कर ली जाए

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध prarambh होने की तारीख से दिनों की संख्या में)

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

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 uploaded ATC document Click here to view the file.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SI. No.	Terms	Description
1.	Confirmation to co mpliance of Gener al terms and condi tions on GeM 4.0 (Version 1.13)	General terms and conditions on GeM 4.0 (Version 1.13) or subsequen t rules/policies issued by GeM shall be applicable. Please confirm.
ent (Preference		For this procurement, the local content to categorize, a supplier as a Class-I local supplier/ Class-II local Supplier/Non-Local supplier and purchase preference to Class-I loca I supplier, is as defined in Public Procurement (Preference to Make in India), PPP-MII O rder No. P-45021/ 2/ 2017-PP (BE-II) dtd. 04/06/2020 issued by DPIIT. In case of subsequent Orders issued by the respective 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.
		Vendor to submit tender specific self-certificate in line with PPP-MII Order No. P-45021 / 2/ 2017-PP (BE-II) dtd. 04/06/2020 clearly indicating percentage of local content. PI ease Confirm

3.	Pre-Qualifica tion Require ments (PQR)	The Pre-Qualification Requirements have been compiled and placed at ANNEXURE-2. All the bidders should ensure submission of complete details and documents as calle d for in these requirements. The Offers submitted by the bidders would be scrutinized with respect to Pre-Qualification Requirements first. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.
4.	Special Instr uction of Tec hnical requir ement	GIC Panel is a assembly of Level Switch controller, Digital indicators, Power supply U nit , Safety Barriers & Fuses etc.
		Test and Guarantee certificates are required to be submitted. Please confirm.
		Please confirm that following schematic drawing/ details are followed: -
		Drg. No. 41811901037 REV:00 for GIC panel with Spec TG60668 Rev 04
		ANNEXURE A for Material Code W96415211242 inline with BHEL Spec- TG 60184 Rev 08 and TG 60544 Rev-11
		Bidder to confirm material shall be as per above drawing details, Confirming BHEL Spe cs without any deviation.
		Vendor to provide 2 no. hard copies of operation & maintenance (O & M) manual alon g with supplies. 1 no. hard copies & soft copy of O & M manual to be sent to BHEL Ha ridwar. Please confirm.
		Vendor to provide detailed packing list (Box-wise). Please confirm.
		ALL ITEMS AGAINST MANDATORY SPARES ARE TO BE PACKED SEPARATELY IN GREEN COLORED BOX(ES). MAND. SPARES SHOULD BE PACKED AND DESPATCHED SEPERATE LY. MANDATORY SPARES MUST BE MARKED ALONG CORNER OF BOX.
5.	Specification confirmation	Kindly confirm that quoted offer by you have been complied all technical requirement s as given in tender documents and submit all documents to BHEL as per tender spec ifications and drawings without any deviations.
6.	Quality Requi rements	Vendor has to confirm inspection shall be done by BHEL nominated inspection agency "INTERTEK" as per BHEL approved quality Plan.
		Vendor to submit their quality Plan for BHEL approval.
7.	Sharing of Sp ecifications & drawings	Bidders shall submit endorsed copy of attached FCA at email id adesh@bhel.in or

8.	Price basis & Evaluation C urrency	Prices should be quoted on F.O.R. Destination up to Chandrapur R&M Project basis i.e. including freight, packing & forwarding charges, GST etc. Please mention here the applicable GST rate included in the price quoted by you.
		The evaluation currency for this tender shall be INR.
9.	Transit Insur ance	Transit insurance shall be arranged by BHEL and not to be included in the prices.
10.	Evaluation criteria	Evaluation will be done on the basis of total landed cost to BHEL, with cost involved f or delivery up to BHEL Chandrapur R&M project site (considering material cost, taxes & duties, Freight, etc.).
11.	Payment Terms	Payments shall be made to the Seller within 90 days of issue of consignee receipt-cu m-acceptance certificate (CRAC) and on-line submission of bills.
		For Micro/ small & Medium (covered under MSME Act), payment will be made within 4 5 days & 60 days respectively after on-line submission of bills and issue of consignee receipt-cum-acceptance certificate (CRAC).
12.	Document su bmission for approval fro m BHEL	Drawings/Data sheets/Documents/Type Test/ Quality Plan etc. as called for in the spe cifications shall be submitted for approval to BHEL for BHEL/customer approval within 10 days of purchase order. Approved documents/QP are to be followed by the supplie r without any price implication. Any delay in delivery on account of late submission of drawings/data sheets/QAP/documents shall be to vendors account. BHEL will arrange t he approval of the drawings/data sheets/ documents within 10 days of their receipt pr ovided those are complete in all respect. Delays in approval shall be dealt on merit ba sis.
13.	MDCC clause	Material shall be dispatched only after issue of material dispatch clearance certificate (MDCC) by BHEL. All test certificates and relevant documents are to be sent to BHEL b efore dispatch of material for issue of MDCC, which will be issued after review of test certificates etc. MDCC will be issued within 07 days of receipt of these documents once found complete in all respects. In case of any delay on account of BHEL in issuing MDCC, delivery shall be extended by no. of days in excess of 7 days taken by BHEL in is suing MDCC and delays shall be dealt on merit basis. Material is to dispatched within 07 days of receipt of MDCC from BHEL without waiting for PO amendment.
14.	Guarantee	Kindly confirm that all equipment shall be guaranteed for a minimum period of 18 m onths from the date of supply or 12 months from the date of commissioning, whiche ver is earlier.
		Please note that offers with guarantee period lesser than above mentioned guarante e period may result in rejection of the offer.
15.	Manufacturin g Period	Kindly quote your minimum delivery period in no. ofweeks from the date of issue manufacturing clearance.

16.	Liquidated Dam ages	If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled t o deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per w eek or part of the week of delayed period as pre-estimated damages not exceeding 1 0% of the contract value of delayed quantity without any controversy/dispute of any s ort whatsoever.
		The date of LR (Lorry Receipt) would be treated as the date of delivery for penalty purposes.
17.	Arbitration:	In case of any dispute arising out of as in connection with this contract, the same shal I be referred to arbitration under Arbitration & Conciliation Act 1996 of a sole arbitrato r who shall be appointed by mutual consent of the parties. The seat & venue of arbitration shall be Haridwar. The proceedings shall be conducted in English. The Governing law of contract shall be the substantive law of India.
18.	Risk Purchas e:	In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies /defective supplies or non-fulfillment of any other terms and condit ions given in Purchase Order, BHEL may cancel the Purchase Order in full or part ther eof, and may also make the purchase of such material from elsewhere /alternative so urce at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the abo ve Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for comp elling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract.
19.	Firm prices	Price will remain firm and fixed during entire execution of tender/supply.
20.	Gem Charges :	GeM user charges (i.e. for buyers & sellers) for the various transaction on GeM portal as decided and notified on the GeM portal would be either side. Kindly confirm.
21.	BID to RA	As per NIT

SPECIAL NOTE FOR BIDDERS:

Following documents are an integral part of this tender enquiry and endorsed copies of these documents (duly sign ed and stamped on each page, as a token of acceptance) are to be uploaded along with offer on GeM procurement portal.

- **1.** Please submit signed & Stamped copy (each page) of duly filled of confirmation column of "Buyers Specific Te rms & Conditions (Annexure-A)" and its clause wise supporting documents where required.
- **2.** Please submit signed & stamped copy (each page) of PQR documents with proper filled information and relate d supporting documents as mentioned in PQR.
- 3. Please submit signed & stamped copy (each page) of FCA documents atadesh@bhel.in or sagargupta@bhel.in for obtaining BHEL specifications and drawing from BHEL for subject NIT with proper filled information and relate d supporting documents as mentioned in FCA. BHEL -HEEP registered PMD vendors for the items of this enquiry will not require to provide signed FCA to get the confidential drawings/specifications.
- **4.** Please submit your quality plan.
- 5. Please submit MSE certificate (if have) and self-declaration of MII class certificate.

8/9

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby 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(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process.
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, 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/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

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./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---