

Bid Document

Bid Details	
Bid End Date/Time	17-01-2023 14:00:00
Bid Opening Date/Time	17-01-2023 14:30:00
Bid Offer Validity (From End Date)	60 (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	10340020-tbg, Noida
Total Quantity	6
Item Category	SUBSTATION AUTOMATION SYSTEM, SUPPLY , SUBSTATION AUTOMATION SYSTEM, SERVICES
BOQ Title	SUPPLY OF INDUSTRIAL PCS ALONG WITH SITE SERVICES
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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
Type of Bid	Two Packet Bid
Primary product category	SUBSTATION AUTOMATION SYSTEM, SERVICES
Time allowed for Technical Clarifications during technical evaluation	3 Days
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
----------	----

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	10.00
Duration of ePBG required (Months).	39

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

Beneficiary:

SDGM

10340020-TBG, Noida, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Sdgm-finance)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	No
-------------------------	----

Details of the Competent Authority for MSE

Name of Competent Authority	As per DOP
Designation of Competent Authority	As per DOP
Office / Department / Division of Competent Authority	
CA Approval Number	
Competent Authority Approval Date	06-01-2023
Brief Description of the Approval Granted by Competent Authority	Being single Tender Enquiry offer is solicited only from M/s Siemens Ltd. MSE preference is not applicable.

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

Reserved for Make In India products

Reserved for Make In India products	Yes
-------------------------------------	-----

1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . 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.

SUBSTATION AUTOMATION SYSTEM, SUPPLY

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

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

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	Prateek Kumar Ojha	394515, Bharat Heavy Electrical Limited C/o Head Engineering Services (HES), ONGC, Hazira Plant, Magdalla, Surat, Gujarat - 394 518	5	42

SUBSTATION AUTOMATION SYSTEM, SERVICES

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

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

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	Prateek Kumar Ojha	394515,Bharat Heavy Electrical Limited C/o Head Engineering Services (HES), ONGC, Hazira Plant, Magdalla, Surat, Gujarat - 394 518	1	42

Buyer Added Bid Specific Terms and Conditions

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SINGLE TENDER ENQUIRY

—

Offer is solicited only from M/s Siemens Ltd. being single tender.

1. Payment terms:

Payment shall be made within 45 days for MSE (Micro & Small Enterprises) / within 60 days for Medium Enterprises / within 90 days for non MSME suppliers

[A] Payment against Supply:

[A1] 95% payment on receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:

- GST Compliant Tax Invoice
- LR / GR duly endorsed by BHEL Site Official
- Packing List
- Warranty Certificate
- Copy of Transit Insurance Certificate from underwriters
- CRAC (consignee receipt-cum-acceptance certificate) / MRC.
- Performance Bank Guarantee (PBG)
- Material Inspection Clearance Certificate (MICC) issued by BHEL Quality

Management

[A2] Balance 5% payment shall be made on receipt of claim invoice along with documents in 3 sets (original + 2 copies) as follows:

- Claim Invoice.
- Certificate of successful completion of service at site issued by BHEL Site Official / Construction Management.
- Certificate of completion of final documentation as per Purchase Order /

Technical Specification issued by BHEL Engineering Management.

[B] Payment against Supervision Services:

100% payment shall be made on receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:

- GST Compliant Tax Invoice
- Certificate of successful completion of service at site issued by BHEL Site Official / Construction Management.
- Certificate of completion of final documentation as per Purchase Order /

Technical Specification issued by BHEL Engineering Management.

Note: Vendor has to submit the duly signed check-list along with Bill.

2 . Delivery Time: 42 days from the date of PO/input by BHEL as per Activity schedule (Annexure-A).

3. Liquidated Damage for delayed Delivery: As per GeM terms and conditions i.e. 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 to 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 week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

4. Warranty Clause (Defect Liability Period):

The equipment / material supplied shall be guaranteed to be free from all defects and faults in design & engineering, material, workmanship & manufacture and in full conformity with the Purchase Order / Contract, Technical Specifications & approved drawings / data sheets, if any, for 3 years (i.e. 1 + 2 years onsite comprehensive) from the date of Supply.

The defective equipment / material / component shall be replaced free of cost at site. Freight & Insurance during transit shall also be in the scope of the supplier / contractor. Any expenditure for dismantling and re-erection of the replaced equipment / material / component shall be to supplier's / contractor's account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days from the date of reporting the defect / rejection etc.

In the event of the supplier / contractor failing to replace the defective equipment / material / component within the time period mentioned above, BHEL may proceed to undertake the replacement of such defective equipment / material / component at the risk and cost of the supplier / contractor without prejudice to any other rights under the contract and recover the same from PBG / other dues of this Purchase Order / Contract or any other Purchase Order / Contract executed by the supplier / contractor.

5. Performance Bank Guarantee:

As per GeM terms and conditions. Performance BG of 10% of the contract value shall be submitted as per BHEL format. Performance BG shall be valid till Warranty period with claim period of 3 months extra over and above Warranty period.

6. Make in India:

For this procurement, the local content to categorize a supplier as Class-I local supplier / class-II local supplier / Non-Local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020, issued by DPIIT. 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.

"Bidder to specify the percentage of local content as per the format of self-declaration for local content" as per Annexure-V."

"This tender is not a global tender and only Class-I suppliers as defined under the DPIIT order no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and subsequent orders are eligible to bid in this tender. Bids received from Class II & Non-Local supplier shall be rejected."

As per MOP order no A-1/2021-FSC-Part (5) dt 16.11.21 minimum local content to qualify as local class-I supplier is 50%.

7. COMPLIANCE TO GOI ORDER FOR RESTRICTIONS UNDER RULE 144 (XI) OF GENERAL FINANCIAL RULES (GFRS), 2017 [Annexure-VI]

Refer Clause at Annexure-VI and Certification at Annexure-VII / Annexure-VIII (whichever is applicable) regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017. Bidder to comply the clause and submit the certification. Non-compliance/ Non-submission of certification will lead to rejection of Offer.

8. MOP CIRCULAR [Annexure-IX]

Bidder to comply the MOP circular dated 02-07-2020 (Annexure-IX) and its subsequent amendment, if any, in prescribed format (Annexure-X). Non-compliance/ Non-submission will lead to rejection of Offer [Not Applicable for cases where local content is 100%].

9. Documents required along with Bid:

Bidder to submit all the supporting documents for techno-commercial evaluation i.e. supporting Documents i.e. Signed and stamped bid specific ATC, Activity schedule (Annexure-A), Unpriced Bid (dully filled as Quoted), Annexure-B, NIL Deviations etc.

2. 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, 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](#)

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---