

दिनांक /Dated: 30-08-202!



GeM Government e Marketplace

# बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details		
बिड बंद होने की तारीख/समय /Bid End Date/Time 20-09-2025 16:00:00		
बिड खुलने की तारीख/समय /Bid Opening Date/Time	20-09-2025 16:30:00	
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)	
मंत्रालय ⁄ राज्य का नाम/Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises	
विभाग का नाम/Department Name	Department Of Heavy Industry	
संगठन का नाम/Organisation Name	Bharat Heavy Electricals Limited (bhel)	
कार्यालय का नाम/Office Name	10110009-heep, Haridwar	
कुल मात्रा/Total Quantity	700	
वस्तु श्रेणी /Item Category	6.5 KG CAPACITY CO2 TYPE (TROLLEY MOUNTED) FIRE EXTINGUISHER IS: 16018-2012, 06 KG DRY CHEMICAL POWDER (ABC) FIRE EXTINGUISHER (GAS CARTEIDGE TYPE AS PER IS 15683: 2018, EXTINGUISHERS 09 LITRE CAPACITY MECHANICAL FOAM (AFFF) TYPE. AS PER IS 15683: 2018, 4.5 KG CO2 EXTINGUISHER AS PER IS 15683: 2018	
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	4.5 KG CO2 EXTINGUISHER AS PER IS 15683:2018	
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	EXTINGUISHER FIRE DEFENCE CO2, 4.5 kg, duly charged, Portable, XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Portable Fire Extinguishers (V2) as per IS 15683:2018, 6.5 KG (Nominal Charge) Capacity Wheeled Mounted CO2 Fire Extinguisher as per IS 16018:2012 (Latest Amendment) (PNG), CO2 Based Wheeled Fire Extinguishers (V2) as per IS 16018, Carbon Dioxide as per IS 307, 22.5 Kg (Nominal Charge) Capacity wheeled mounted CO2 Fire Extinguisher as per IS 16018-2012 (Latest Amendment) (PNG), 9 KG (Nominal Charge) Capacity wheeled mounted CO2 Fire Extinguisher as per IS 16018-2012 ( Latest Amendment) (PNG), Microscopes - Pathological and Research as per IS 4381, IS 5204, IS 4381, IS 5204, Powder Based Wheeled Fire Extinguishers (V2) as per IS 16018	
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• EXTINGUISHER FIRE DEFENCE CO2, 4.5 kg, duly charged, Portable	
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No	

बिड विवरण/Bid Details		
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover		
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria, Certificate (Requested in ATC), OEM Authorization Certificate, 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	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No	
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	4	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7	
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes	
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination	
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes	
बिड का प्रकार/Type of Bid	Two Packet Bid	
प्राथमिक उत्पाद श्रेणी/Primary product category	6.5 KG CAPACITY CO2 TYPE ( TROLLEY MOUNTED) FIRE EXTINGUISHER IS: 16018-2012	
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days	
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	
Payment Timelines	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)	
मूल्यांकन पद्धति/Evaluation Method	Item wise evaluation/	
मध्यस्थता खंड/Arbitration Clause	No	
सुलह खंड/Mediation Clause	No	

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
on it interpretation	

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	15

(a).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

#### लाभार्थी /Beneficiary :

HEEP HARIDWAR

10110009-HEEP, Haridwar, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heav Industries and Public Enterprises (Bhel)

#### विभाजन/Splitting

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

#### एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	Yes

## एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes

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 Purchas 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 o 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 (preferenc 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 will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview o Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
- 3. 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.
- 4. 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

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

## मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method ( Item Wise Evaluation Method )

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

म्ल्यांकन अनुस्चियां / Evaluation Schedules	वस्तु /श्रेणी / Item/Category	मात्रा / Quantity
Schedule 1	6.5 Kg Capacity Co2 Type ( Trolley Mounted) Fire Extinguisher Is: 16018-2012	57
Schedule 2	06 Kg Dry Chemical Powder ( Abc) Fire Extinguisher (gas Carteidge Type As Per Is 15683: 2018	275
Schedule 3	Extinguishers 09 Litre Capacity Mechanical Foam ( Afff) Type. As Per Is 15683: 2018	208
Schedule 4	4.5 Kg Co2 Extinguisher As Per Is 15683: 2018	160

# 6.5 KG CAPACITY CO2 TYPE (TROLLEY MOUNTED) FIRE EXTINGUISHER IS: 16018-2012 (57 pieces)

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

# तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<u>Download</u>
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# इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	57	90

# 06 KG DRY CHEMICAL POWDER ( ABC) FIRE EXTINGUISHER (GAS CARTEIDGE TYPE AS PER IS 15683: 2018 ( 275 pieces )

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

# तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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# इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	275	90

# EXTINGUISHERS 09 LITRE CAPACITY MECHANICAL FOAM (AFFF) TYPE. AS PER IS 15683: 2018 ( 208 pieces )

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

# तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<u>Download</u>
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# इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

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

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

Reporting/Officer  249403,Shipping Sect Central Plant Stores, H		पता/Address मात्रा /Quantity		डिलीवरी के दिन/Delivery Days
		249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	208	90

# 4.5 KG CO2 EXTINGUISHER AS PER IS 15683: 2018 ( 160 pieces )

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

# तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<u>Download</u>
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# इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand		160	90	

#### **Buyer added Bid Specific Additional Scope of Work**

क्र.सं./S.No	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	SPEC <u>View</u>	SPEC	6.5 KG CAPACITY CO2 TYPE ( TROLLEY MOUNTED) FIRE EXTINGUISHER IS: 16018-2012(57)
2	PQR <u>View</u>	PQR	6.5 KG CAPACITY CO2 TYPE ( TROLLEY MOUNTED) FIRE EXTINGUISHER IS: 16018-2012(57)
3	BG FORMAT <u>View</u>	BG FORMAT	6.5 KG CAPACITY CO2 TYPE ( TROLLEY MOUNTED) FIRE EXTINGUISHER IS: 16018-2012(57)
4	No Deviation View	No Deviation	6.5 KG CAPACITY CO2 TYPE ( TROLLEY MOUNTED) FIRE EXTINGUISHER IS: 16018-2012(57)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added wit 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.

# क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तै/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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity  $\div$  Original quantity)  $\times$  Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The

Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

## 2. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

BHEL HEEP HARIDWAR RANIPUR UTTRAKHAND - 249403

#### 3. 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.

#### 4. Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

## 5. 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

# 6. Scope of Supply

Scope of supply (Bid price to include all cost components): Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

#### 7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

# **SPECIAL TERMS AND CONDITIONS**

	S.No.	Material Code & Item Description	Total Quan tity (No)	Date for Supply Completion
1.		Material Code: FFXW0452007 6, FFXW04541057, FFXW045423 20, FFXW04542339 Fire extin guishers as per attached Techni cal Specifications	700 Nos	Delivery is required within 90 days from the date of Purchase Order.

**PAYMENT TERM**: 80% payment of Supply value shall be made within 45 days for MSE, 60 days for Medium Enterprises and 90 days for Non-MSE from the date of re eipt of material at BHEL. Balance 20% of Supply value will be paid after final acce tance of material at BHEL Haridwar.

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Note: The bidder shall upload digitally signed copy of the invoice on GeM portal.

- 2. <u>ERECTION & COMMISSIONING</u> E&C is not applicable however final acceptanc test shall be carried out at BHEL Haridwar fire station.
- 3. ERECTION & COMMISSIONING TIME PERIOD: NA
- **4.** <u>CHARGES FOR SERVICES AT BHEL HARIDWAR:</u> Prices offered on GeM portal hall be inclusive for complete scope of work.
- 5. LIQUIDATED DAMAGES CLAUSE FOR 'SUPPLY':
- **1.** Penalty on delay in 'Supply' will be applicable to the delays attributed to vendor. F enalty will be considered for 'Supply'.

# A. For delay in Supply:

The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value lot wise (Supply) in supply subject to a maximum of 10% of total PO value lot wise (Supply).

In case, any shortage is noticed viz-a-viz PO requirement in the main equipment /spares, such shortages shall be replenished by supplier on FOR d stination basis without any cost implication to BHEL i.e. Custom Duty and reight charges etc. up to destination for such short supplies shall be born by the supplier.

For calculating Late Delivery Liquidated Damages, delivery date shall be conidered as per following:

# **Indigenous Suppliers:**

- a. Delivery Ex-works: Date of GR /LR
- b. Delivery FOR Transporter Godown: Date of GR/LR
- c. Delivery FOR Destination: Date of receipt at BHEL Hardwar (if supply is d ect to BHEL) or date of GR + one week (if documents are through bank)
- 6. Evaluation shall be done on Item wise basis.
  - 7. <u>Delivery Basis</u>: FOR BHEL Haridwar Basis.
- **8.** <u>Delivery Period:</u> Delivery is required within 90 days from the date of placement of PO. Early delivery is acceptable subject to site clearance from BHEL.
- **2. PRE-DISPATCH INSPECTION CLAUSE:** Pre-Dispatch inspection is applicable (re er technical specification) at vendor's works. The material will be dispatched only fter getting clearance from BHEL.

Bidders should give Pre-Dispatch Inspection (PDI) call at least 15 days before the cheduled delivery date. If supplier fails to give pre-inspection call with in stipulate time, this will not be a reason of penalty waiver or delivery extension.

Travel, Lodging & Boarding charges of BHEL inspectors / trainees during pre-inspetion and training will be borne by BHEL.

For details, please refer Technical Specification of this Tender Enquiry.

- 9. PERFORMANCE BANK GUARANTEE (PBG): Performance Bank Guarantee (PBG) valid for 15 months (i.e. 12 months for Warranty period + 3 months claim period) or 10% of total PO Value in the prescribed BHEL Bank Guarantee Format in the cur ency of order. The PBG confirmation charges shall be borne by vendor. This bank quarantee shall have to be submitted before release of last balance payment. (Banl Guarantee Format is enclosed). The Performance Security shall not carry any interst.
- **10.** Contract Execution Bank Guarantee (CEBG): Not Applicable in this case
- 11. <u>ATTENDING TO ANY COMPLAINT DURING GUARANTEE PERIOD</u>: Vendo will have to ensure deputation of their people for attending to any complaint durin Warrantee/ Guarantee period within 10 days of intimation.

In case of delay BHEL will be within their rights to get the job completed at the risk and cost of the supplier.

- Purchaser i.e. BHEL, Haridwar reserves the right to cancel this GEM Bid Tender Enquiry at any stage of Tender Enquiry but, before Purchase Order Placement of GeM Portal. BHEL Haridwar shall not be liable to any of the bidder/or any other again not be tell the reason for cancellation of this GEM Bid Tender Enquiry. In this matter the decision of Purchaser which is BHEL Haridwar shall be final and can't be challenged in any court of Law.
- **13. ERNEST MONEY DEPOSIT (EMD):** EMD shall not be applicable for this ten er.

## 14. Preference To Make in India:

For this procurement, the local content to categorize a Supplier/Vendor as a Class local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences o Class I local supplier, is as defined in Public Procurement (Preference to Make in ndia), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders ssued by the nodal ministry, changing the definition of local content for the items f the GeM Bid, the same shall be applicable even if issued after issue of this GeM E d, but before opening of Part-II bids against this GeM Bid.

The local supplier at the time of tender, bidding or solicitation shall be required to rovide self-certification (Format enclosed) that the item offered meets the minimum local content and shall give details of the location (s) at which the local value a dition is made.

# 15. MSE:

Any Bidder falling under MSE category shall furnish the following details & submit ocumentary evidence/ Govt. Certificate etc. in support of the same along with thei techno-commercial offer.

Type under M SE	SC/ST Owned	Women Owne	Others (excluding SC /ST & Women Owned )
Micro			
Small			

Note: If the bidder does not furnish the above in the tender, offer shall be process d construing that the bidder is not falling under MSE category.

- **16.** GST Input Tax Credit shall be applicable for this tender.
- **17.** Test Certificates are required as per technical specification.
- **18.** Operation and Maintenance manual required.
- 19. Joint pre-dispatch inspection (PDI) by CISF & BHEL representative carried out at work place of vendor/manufacturer before delivery of the items.
- 20. Accessories for mounting of Extinguishers wall mounting brackets with screw shall be supplied along with Fire Extinguishers.
- 21. The vendor shall furnish the offer by specifying the technical data cause by clause. In case there is any deviation the same should be clearly brought out in the offer.
- 22. Certificate for purity of CO2 gas is required for CO2 type fire extinging ishers.
- 23. License from CCE Nagpur is required for CO2 type Fire Extinguisher
- 24. Warranty Period: The Warranty of the Item shall be 12 months from the acceptance of the material.
- **25.** The bid received from same IP address shall be outrightly rejected and shal not be considered for further Evaluation.
- **26.** The tender will also be published on <a href="www.hwr.bhel.in">www.bhel.com</a>. A y further corrigendum shall be issued in GeM portal only.
- **27.** Price Bid Validity shall be 180 days from the date of part-1 opening.
- 28. NO INTEREST PAYABLE TO CONTRACTOR

Notwithstanding anything to the contrary contained in any other document comp sing in the Contract, no interest shall be payable by BHEL to Contractor on any m neys or balances including but not limited to the Security Deposit, EMD, Retentior Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by Bł EL. etc., which becomes or as the case may be, is adjudged to be due from BHEL t

Contractor whether under the Contract or otherwise.

#### 29. Reverse Auction Terms and Conditions:

Reverse Auction shall be applicable in this tender and H1 bidder shall be eliminated as per GeM T&C.

# 30. For any kind of queries related to this tender enquiry, kindly contact the following executives:

<u>vibhutis@bhel.in</u> (+919719417800) and <u>ashishkumar.keshari@bhel.</u> n (919997459201 /01334281961).

<u>Additional Commercial Terms & Conditions mentioned in Annexure-lare also applicable.</u>

## 8. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

#### 9. Warranty

Warranty period of the supplied products shall be 1 years 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.

# अस्वीकरण/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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 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. (However, in bids for <a href="attacher categories">attacher categories</a>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 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.
- 15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

यह बिंड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

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 भार 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 सक्ष प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसक अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of Gem GTC clau 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, any bidder from a country which shares a land border with India v 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 fall 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.

---धन्यवाद/Thank You---