



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3210031
Dated/दिनांक : 04-03-2023

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|--|---|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 25-03-2023 14:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 25-03-2023 14:30:00 |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से) | 180 (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-heap, Haridwar |
| Total Quantity/कुल मात्रा | 1 |
| Item Category/मद केटेगरी | Split Air Conditioner Including Green AC (Version 3) (Q2) |
| Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष | 1 Year (s) |
| MSE Exemption for Years of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover | No |
| Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover | No |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़ | Experience Criteria,Past Performance,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| Past Performance/विगत प्रदर्शन | 10 % |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया | Yes |
| RA Qualification Rule | H1-Highest Priced Bid Elimination |
| ITC available to buyer/क्रिता के लिए उपलब्ध आईटीसी | Yes |

| Bid Details/बिड विवरण | |
|---|--|
| Type of Bid/बिड का प्रकार | Two Packet Bid |
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 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/मूल्यांकन पद्धति | Total value wise evaluation |

EMD Detail/ईएमडी विवरण

| | |
|----------|----|
| Required | No |
|----------|----|

ePBG Detail/ईपीबीजी विवरण

| | |
|----------|----|
| Required | No |
|----------|----|

Splitting/विभाजन

Bid splitting not applied.

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 |
|---|-----|

1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

2. 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.

3. 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 25%(selected by Buyer) percentage of total QUANTITY.

4. 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.

5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

6. 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

Split Air Conditioner Including Green AC (Version 3) (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)

| | |
|-----------------------------|------------------|
| Brand Type/ब्रांड का प्रकार | Registered Brand |
|-----------------------------|------------------|

Technical Specifications/तकनीकी विशिष्टियाँ

[* As per GeM Category Specification/जेम कटेगरी विशिष्टि के अनुसार](#)

| Specification | Specification Name/विशिष्टि का नाम | Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य |
|---------------|---|--|
| Generic | Nominal Marketing capacity as per BEE Star Rating Label (hint: 1 Ton = 3000 Kcal/Hr, Tolerance +/- 10%) (in Ton) | 2.0 |

| Specification | Specification Name/विशिष्टि का नाम | Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य |
|---------------|--|---|
| | Technology of air conditioner | Inverter AC - Variable Speed |
| | Unit Mounting Arrangement | Indoor Unit - Wall Mount type |
| | ISEER (Wh/Wh) values for compliance of Green AC | Not applicable for Non Green AC |
| | Rated voltage (in Volts) | 230 V, 1 Phase, 50 Hz, AC |
| Standards | Availability of BIS/ISI Mark certification | Yes, No |
| | Air Conditioner Compliance | AC |
| | BEE Star rating of the product (in Nos.) (Central Ministries/ Departments while procuring shall ensure that the items carry 5 star (where annual usages is expected > 1000 hrs),3 Star (where usage is Limited) ("0" Star Rating means "Not Aplicable") | 3.0 |
| Construction | Classification by function | Cooling and heating (Cooling and dehumidification during cooling mode and heating during heating mode) |
| Material | Material of Evaporator | Copper Or higher |
| | Material of Condenser | Copper Or higher |
| Warranty | AC Machine warranty (in Years) | 1 |
| | Warranty on compressor (in Years) | 10 (for Inverter AC upto including 2 Ton capacity) |
| Installation | Installation | Standard Installation included (Scope of installation as per STC attached) |

Installation Commissioning and Testing (ICT) details for the above item:

| | |
|---|-------------|
| % of Product Cost Payable on Product Delivery | 80% |
| Min Cost Allocation for ICT as a % of product cost | 1.92% |
| Number of days allowed for ICT after site readiness communication to seller | 10 Days/दिन |
| ITC Available On GST | 100% |

| | |
|---------------------------|------|
| ITC Available On GST Cess | 100% |
|---------------------------|------|

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% | 100% |

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

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|--|-----------------|------------------------------|
| 1 | Paras | 249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand | 1 | 30 |

Buyer added Bid Specific Additional Scope of Work

| S.No.क्र.सं. | Document Title | Description | Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items |
|--------------|--|--------------------------|---|
| 1 | TECHNICAL SPECIFIICATION View | TECHNICAL SPECIFIICATION | Split Air Conditioner Including Green AC (Version 3)(1) |

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

Special terms and conditions-Version:1 effective from 27-01-2023 for category Split Air Conditioner Including Green AC (Version 3)

- Central Ministries/ Departments while procuring electrical appliances notified by the Department of Expenditure (DoE) shall ensure that they carry the notified threshold or higher Star Rating of the Bureau of Energy Efficiency (BEE). In this regard, DoE OM No.26/6/2012-PPD dated 21.01.2013 may also be referred to wherein appliances and threshold star ratings have been circulated.

STC FOR SPLIT AIR CONDITIONERS

Scope of installation and Commissioning for Ceiling Mount / Cassette AC

Mounting/Fitting of indoor and outdoor units at the respective locations after cutting the false ceiling/drilling holes into the roof, if required.

Laying of refrigerant piping and connecting with indoor and outdoor units after drilling hole/holes in the wall, if required.

Checking / Charging Refrigerant gas in the unit.

Suitable electric wiring between indoor units and switches up to 3 meters in length.

Testing for satisfactory working without any abnormal noise as well as leakage test of entire

The following are not included in the scope of supply for Ceiling Mount / Cassette AC:

Refrigerant pipe of the required length.

Set of 4 nos. of Rods for fixing Cassette AC to the roof.

Chiselling / Ducting / grooving for concealing the Refrigerant piping/cabing

Switches/ Sockets / Plug Tops / Voltage Stabilizer./ Stand for ODU/Drain pipe/Angles

Scope of installation and Commissioning for Floor Standing / Tower type Split AC

Mounting/Fitting of indoor and outdoor units at the respective locations.

Laying of refrigerant piping and connecting with indoor and outdoor units after drilling hole/holes in the wall, if required.

Checking / Charging Refrigerant gas in the unit.

Suitable electric wiring between indoor units and switches up to 3 meters in length.

Testing for satisfactory working without any abnormal noise as well as leakage test of entire

The following are not included in the scope of supply for Floor Standing / Tower type Split AC

Refrigerant pipe of the required length.

Chiselling / Ducting / grooving for concealing the Refrigerant piping/cabing

Switches/ Sockets / Plug Tops / Voltage Stabilizer / Stand for ODU/Drain pipe/Angles

Scope of installation and Commissioning for Wall Mount / High wall Split AC

Mounting/Fitting of indoor and outdoor units at the respective locations.

Laying of refrigerant piping and connecting with indoor and outdoor units after drilling hole/holes in the wall, if required.

Checking / Charging Refrigerant gas in the unit.

Suitable electric wiring between indoor units and switch upto 3 meters in length

Testing for satisfactory working without any abnormal noise as well as leakage test of the entire system

The following are not included in the scope of supply for Wall Mount / High wall Split AC

Chiselling / Ducting / grooving for concealing the Refrigerant piping/cabing, Switches/ Sockets / Plug Tops / Voltage Stabilizer/Stand for ODU/Drain pipe/Angles

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 Added text based ATC clauses

SPECIAL TERMS AND CONDITIONS

- 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 receipt of material at BHEL. Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid against E&C certificate issued by BHEL

2. Bank Guarantee and Loading against non-acceptance of BHEL's Payment Terms:

If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment / opening of LC in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of E&C Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO Value.

Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed: (a) Benchmark Prime Lending Rate (BP

LR) of SBI as applicable on the scheduled date of tender opening + 2%, for the amount & period of relaxation sought by bidder. (b) On account of payment through LC, if insisted by bidder, Bank charges shall also be loaded for the deviation in (i) opening of LC by BHEL and (ii) period and amount of LC w.r.t. NIT norms, as per the prevailing bank rates.

3. **ERECTION & COMMISSIONING** - Erection & Commissioning (E&C) value will include services to be rendered at BHEL like erection, commissioning, job proving, performance tests, training to operators etc.

The estimated percentage of erection & commissioning value is: 1.92 % of total cost (without GST)

E&C value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated in NIT & accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment as per clause 3.4 above.

4. **ERECTION & COMMISSIONING TIME PERIOD**: Time period required for E&C: within 10 days from the receipt of material at BHEL HEEP Haridwar.

CHARGES FOR SERVICES AT BHEL HARIDWAR: Prices offered on GeM portal shall be inclusive for complete scope of work. Vendor to demonstrate all the function & features of the item being procured.

5. **Penalty for Delay in 'SUPPLY' and 'E&C'**:

For the purpose of Liquidated Damages for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.

Liquidated Damages on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Liquidated Damages will be considered separately for 'Supply' and 'E&C'.

A. For delay in Supply:

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

B. For Delay in Erection & Commissioning:

The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).

Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).

In case PO includes more than one machine, the penalty shall be @ 0.5% per week of delay on total PO value (Supply + E&C) for the delayed machine.

Loading on account of non-acceptance of Liquidated Damages for delayed Supply and/or E&C shall be as under:

In case any bidder is not accepting the above penalty for delayed Supply and/or commissioning, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.

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 destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier.

Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and E&C period quoted by him.

For calculating Late Delivery Liquidated Damages delivery date shall be considered 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 direct to BHEL) or date of GR
+ one week (if documents are through bank)

Delivery date to be considered for calculating Late Delivery Penalty: Delivery FOR Destination: - Date of receipt at BHEL Hardwar (if supply is direct to BHEL).

6. Evaluation shall be done on Total Landed Cost to BHEL Haridwar.

Total Landed Cost to BHEL includes Material cost, Freight charges & GST etc.

7. Date of Part-1 Opening shall be considered for Cost Evaluation Process.

8. The evaluation currency for this tender shall be INR.

9. **Delivery Basis:** FOR Destination Basis (Date of receipt at BHEL Hardwar (if supply is direct to BHEL)).

10. **PRE-DISPATCH INSPECTION CLAUSE:** Not applicable for this tender.

11. **Delivery Period:** Delivery is required by within 30 days from the date of placement of PO.

12. **ATTENDING TO ANY COMPLAINT DURING WARRANTY PERIOD:** Vendor will have to ensure deputation of their people for attending to any complaint during Warranty period within 6 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.

13. 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 on GeM Portal. BHEL Haridwar shall not be liable to any of the bidder/or any other agencies to tell the reason for cancellation of this GEM Custom Bid Tender Enquiry. In this matter the decision of Purchase which is BHEL Haridwar shall be final and can't be challenged in any court of Law.

14. PERFORMANCE BANK GUARANTEE (PBG): Performance Bank Guarantee (PBG) valid for **123 months (from the date of final commissioning & acceptance at BHEL Haridwar)** by Supplier from any of the Indian branch of Consortium Banks of BHEL or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL for 10% of total PO Value in the prescribed Form at in the currency of order. The PBG confirmation charges shall be borne by vendor. This bank guarantee shall have to be submitted before release of last balance payment.

The PBG should be in BHEL's PBG format and should be from one of the Indian branch of BHEL consortium banks or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL. The PBG confirmation charges shall be borne by vendor. The Performance of Bank Guarantee and the list of BHEL consortium bank are displayed at BHEL website www.hwr.bhel.com.

15. Settlement of Disputes:

If any dispute, controversy or claim arising out of, relating to, or in connection with, this contract, or the breach, termination or validity thereof, arises, both parties hereto shall endeavor to settle such dispute amicably. Should this attempt fail, the disputes between the parties shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts (which attempt shall continue for not less than 30 days); give 30 days' notice, in writing, invoking arbitration and calling upon the other party to constitute the tribunal as provided.

All or any such disputes or differences arising between the parties to this contract shall be referred to an Arbitral Tribunal consisting of single arbitrators. Sole arbitrator shall be appointed mutually agreed by both the parties.

The place of arbitration shall be New Delhi for foreign vendors. The language of arbitration shall be English. The substantive law applicable to the substance of the dispute shall be the Indian Law. GISTC clause may be referred for this clause.

For Indigenous Source. The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction.

16. Conciliation Clause: Model conciliation clause for conduction conciliation proceedings under the BHEL conciliation scheme, 2018 (enclosed as Annexure- D) will be applicable against this enquiry. Kindly confirm.

17. Arbitration Clause:

In case of any dispute arising out of or in connection with this contract, the same shall be referred to arbitration under Arbitration & Conciliation Act 1996 of a sole arbitrator 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 the contract shall be the substantive Law of India.

18. Risk Purchase Clause

In case of delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in the Purchase Order the purchaser may cancel the purchase order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. Vendor does not agree to above risk purchase clause; their offer is liable to be rejected. In case any vendor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL. Vendor to refer and comply GISTC for details of this clause.

19. Force Majeure Clause

- a) Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc.
- b. The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate the contractor for expenses.
- c. Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months.
- d. Evidence for this would be "Force Majeure" certificate issued by chamber of commerce of the concerned country.

20. War Like Situation

If the war like situation has developed in a country where a vendor's works involved in this tender is located or there is political instability and Indian Embassy located in that country forbids dealing with the said vendor or advises for not having any business dealing with vendor located in such zone / region/ country, then BHEL reserves the right not to consider the offer of such a vendor or to cancel the order in case the order has already been placed and suspend further dealings till normalcy in the country/ region is confirmed by Indian Embassy.

21. Action against Bidders / vendor / supplier / contractor in case of default:

In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, che

ating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.

Suspension of Business Dealings could be in the form of “Hold” or “Banning” a supplier/ contractor or a bidder and shall be as per “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” available at BHEL’s website <https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>

22. Taxes & duties

GST Registration Number

Address of Principal place of Business

Type of Business

HSN Code, its description & rate of applicable GST for the offered material

Whether registered under Composite scheme of GST (Y/N).

It should be noted that the evaluation of the offers shall be done considering the taxation/benefits as applicable under GST.

Please submit your GST registration certificate.

Note: TDS as per Statutory guidelines will be deducted at source. Kindly submit your offer accordingly.

23. Purchase Preference for (Make in India)

For this procurement, the local content to categorize a supplier as a Class-I 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”.

The local supplier at the time of tender, bidding or solicitation shall be required to provide 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 addition is made.

Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT I contract, from the bills along with due interest.

In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be t

o supplier's account.

Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.

Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the offer.

Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the offer.

- 24.** The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

- 25.** GST Input Tax Credit shall be applicable for this tender.
- 26.** Earnest Money Deposit (EMD) is not applicable for this case.
- 27.** Pre-Dispatch Inspection (PDI) is not required.
- 28.** Inspection shall be carried out at BHEL, Haridwar, after receipt of material at BHEL HECP Haridwar.
- 29.** Warrantee period is required for 01 years on Air Conditioner and 10 years on its compressor from the date of receipt of material at BHEL-HECP, Haridwar.
- 30.** Early Delivery is acceptable.
- 31.** Test Certificates are not required.
- 32.** No spare or special tools required along with the item.
- 33.** Operation and Maintenance manual is not required.
- 34.** Suppliers are requested to send point wise reply to BHEL Technical Specification.
- 35.** Technical Specification, above mentioned Special Terms and Conditions of this tender enquiry shall prevail where any contradiction arises with GeM terms and conditions.
- 36.** Years of Past Experience Required selected as 1 and Past Performance selected as 10 in this GeM Tender shall not be applicable for this GEM Bid. Bidders are requested to kindly ignore these two parameters in this GEM bid and these two parameters shall not be considered for Tender Evaluation. Bidders are requested to quote the item as per Technical Specification, PQR and Special Terms and Conditions as mentioned in this GeM bid.
- 37.** Price Bid Validity shall be 180 days from the date of part-1 opening.
- 38.** The vendor needs to supply the items in line with the clauses of the attached technical specification and as per terms of the tender document.
- 39.** This Special Terms and Conditions shall prevail for commercial parameters for this Tender Enquiry.

40. For any kind of queries related to this tender enquiry, kindly contact undersigned on ashishkumar.keshari@bhel.in and +919997459201/01334281961.

3. 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):

NOT REQUIRED

Post Receipt Inspection at consignee site before acceptance of stores:
AT BHEL HEEP HARIDWAR AFTER DISPATCH OF MATERIAL

4. Generic

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

PARAS
SHIPPING SCETION CENTRAL PLANT STORE
BHEL HEEP
HARIDWAR
UTTRAKHAND -249403

5. Warranty

Warranty period of the supplied products shall be as given in specifications 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.

6. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

BHEL HEEP
Account No.
10667995458
IFSC Code
SBIN0000586
Bank Name
State Bank of India
Branch address
SME Branch Ranipur, Sector-5A , BHEL RANUPUR HARDWAR-249403

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

7. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

8. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

9. **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.

10. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

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---