



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/4913202  
Dated/दिनांक : 04-05-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-05-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-05-2024 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	4
Item Category/मद केटेगरी	GSC Air Exhauster with motor (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/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
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No

**Bid Details/बिड विवरण**

<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>90</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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**Splitting/विभाजन**

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

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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.

2. 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:

- 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

### GSC Air Exhauster With Motor ( 4 pieces )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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#### 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	<a href="#">View</a>
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#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

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 प्रारंभ होने की तारीख से दिनों की संख्या में )		
			Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी तक पूरी कर ली जाए
1	Paras Kumar Ludu	486886,Mahan Energen Limited 2x800 MW (Phase-II) Thermal Power Project Village: Bandhaura, Karsualal Tehsil: Waidhan, District - Singrauli, Pin - 486886, Madhya Pradesh.			
			2	365	410
			2	400	530

#### 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	COMPLETE BID DOCUMENTS <a href="#">View</a>	COMPLETE BID DOCUMENTS	GSC Air Exhauster With Motor(4)

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.

## 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

#### A. Buyers Specific Additional Terms & Conditions in addition to GTC

Sl. No.	Terms	Description	Your confirmation
1.	Confirmation to compliance of GeM GTC	General terms and conditions on GeM 4.0 (Version 1.14). Please submit signed & stamped copy of the same.	
2.	Prices	Prices should be quoted on F.O.R. Destination basis including of freight, packing & forwarding charges, GST etc. Item to be supplied directly to MAHAN Project site.  Bidder to Confirm that the prices will remain firm during the entire validity and execution of the Project.	
		<b>The evaluation currency for this tender shall be INR.</b>	
		<b>Please note that transit insurance of material shall be in BHEL scope only. Please quote your offer accordingly.</b>	
3.	Evaluation criteria	Evaluation will be done on the basis of total landed cost to BHEL, with cost involved for delivery up to BHEL MAHAN project site (considering ITC).  Bidders to insure applicability of ITC on Gem portal.	

4.	<b>Pre-Qualification Requirement</b>	<p>Please note that procurement shall be done only from the vendors who fulfill the PQR requirement and accepted by our engineering. Bidders are required to fill the required data along with supporting document for BHEL review and approval.</p> <p>Offers of only those vendors will be considered who qualify the PQR before opening of price-bids.</p>	
5.	<b>Delivery Period</b>	<p>Please quote your lot wise delivery completion period in line with delivery schedule mentioned in bid. In case it is not possible to meet the lot date, you may quote your best possible delivery completion period in number of weeks/months from the date of Manufacturing Clearance.</p> <p>.....</p>	
6.	<b>Manufacturing clearance from BHEL/End customer</b>	<p>Lot/ Unit wise manufacturing shall be start only after lot/ unit wise manufacturing clearance from BHEL/ END Customer. PLEASE CONFIRM.</p>	
7.	<b>Payment Terms</b>	<p>Payments shall be made to the Seller within 90 days after issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills. For Micro/ small &amp; Medium (covered under MSME Act), payment will be made within 45 days &amp; 60 days respectively from PRC after issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills.</p> <p><b>Bidders to provide MSME / UDYAM certificate for payment schedule finalization.</b></p>	
8.	<b>Liquidated Damages</b>	<p>LD shall be as per clause no. 15 (iii) of General terms and conditions on GeM 4.0 (Version 1.4).</p>	
		<p>The date of GR/LR shall be treated as the date of delivery for penalty/ all purposes</p>	
9.	<b>MDCC clause</b>	<p>Material shall be dispatched only after issue of material dispatch clearance certificate (MDCC) by BHEL. All test certificates and relevant documents, applicable TCS/reports are to be sent to BHEL before dispatch of material for issue of MDCC/Dispatch clearance by BHEL, 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 issuing MDCC and delays shall be dealt on merit basis.</p> <p>Material is to dispatched within 07 days of receipt of MDCC from BHEL without waiting for PO amendment.</p>	
10.	<b>Reverse Auction</b>	<p>Opening of Price bid &amp; RA shall be conducted for only those bidders who qualifies PQR whose techno-commercial bid is acceptable to BHEL. RA will be done amongst lowest price bid <b>(after H1 elimination)</b> technically qualified bidders as per GeM RA guidelines. (Just for information)</p>	
11.	<b>Technical Requirements</b>	<p>Material specification as per Spec HE57008 rev 11, Type-E only.</p> <p>Motor type-IE3, Confirming to IS-12615 or IEC:60034-30)</p>	

		<p><b>Anti-Vibrating pads (for all Exhausters) to be provided for limiting the vibration in limit as per clause 2.3.2 of specification HE 5 7008 rev-11.</b></p>	
		<p>Kindly confirm that quoted offer by you have been complied all technical requirements as given in tender documents and submit all documents to BHEL as per tender specifications and drawings without any deviations .</p>	
12.	<b>Quality Requirements</b>	<ol style="list-style-type: none"> <li>1. Bidders to submit endorse copy of BHEL SQP QA/BE/QP/307, Rev-05 .</li> <li>2. <b>BHEL can modify / changes in above QP during QP approval.</b></li> <li>3. Bidders to confirm that inspection shall be by done by BHEL Nominated inspection agency (M/s TUV/ QUEST) as per BHEL approved QP.</li> <li>4. Please note that BHEL will pay directly to BHEL's nominated TPI.</li> </ol>	
13.	<b>Engineering Document/ Document approval</b>	<p>Drawings/Data sheets/Documents/ Quality Plan etc. as called for in the specifications shall be submitted for approval to BHEL for BHEL approval within 30 days of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect. Delays in approval shall be dealt on merit basis.</p>	
14.	<b>Guarantee</b>	<p>Guarantee/ Warranty Period: 12 months from the date of commissioning or 18 months from dispatch, whichever is earlier. Guarantee certificate is to be provided along with shipping / dispatch documents. Please confirm.</p> <p>Note:- Offers with guarantee period lesser than above mentioned guarantee period may result in rejection of the offer.</p>	
		<p>Supplier shall be responsible for free replacement of the defective part/ material, defect due to any other causes pertain to manufacturing / material) on our site without any extra cost to BHEL</p>	
		<p>In case of damage in transit due to inadequacy in packing / loading on truck/trailer, it will be vendor's responsibility to replace defective / damaged material on F.O.R. site basis, without any additional charges to BHEL.</p>	
15.	<b>HSN Code &amp; Other Instructions</b>	<p>8 DIGIT GST HSN CODE OF ITEM MAY PLEASE BE FREEZED WITH VENDOR BEFORE PO PLACEMENT. PLEASE PROVIDE.....</p>	
		<ol style="list-style-type: none"> <li>1. INVOICE, GR/LR, MDCC, PKG LIST ALONG WITH E-WAY BILL IS REQUIRED FOR BILLING.</li> <li>2. DOCUMENTS (GR/LR, PACKING LIST, TEST CERTIFICATES) ARE REQUIRED IN ORIGINAL.</li> </ol>	

16.	<b>Risk Purchase</b>	In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL 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. BHEL will take all reasonable steps to get the material from an alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling 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 or under General Law. Kindly confirm.
17.	<b>Action against Bidders</b>	In order to protect the commercial interests of BHEL, BHEL shall take action against suppliers / 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, cheating, 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"
18.	<b>Arbitration:</b>	In case of any dispute arising out of as 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 arbitrations shall be Haridwar.  The proceedings shall be conducted in English. The Governing law of contract shall be the substantive law of India.
19.	<b>Breach of contract, Remedies and Termination</b>	Please note that in case of breach of contract, at least 10% of the contract value shall be recovered from financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract. Please confirm.
20.	<b>Right to reserve</b>	BHEL reserves the right to cancel tender or reject any or all the quotations without assigning any reasons thereof. <b>BHEL also reserves the right to Increase or decrease the tendered quantities.</b> Kindly confirm.
21.	<b>Bidder Contact details</b>	Contact details of your representative: Mobile no. & Email id (minimum 2 person)  1.  2.

### 3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## 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. 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 [attached categories](#), 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.

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---