



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/4938150  
Dated/दिनांक : 13-05-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	23-05-2024 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	23-05-2024 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (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	LUBE OIL VAPOUR EXHAUSTER WITH AC MOTOR AS PER ST39004 VAR-01
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/क्रिता 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

## LUBE OIL VAPOUR EXHAUSTER WITH AC MOTOR AS PER ST39004 VAR-01 ( 1 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

### 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 )		
1	Mohit Singh	711322,M/s JCC INDIA PRIVATE LIMITED. NH-6 Raghudevapur, Panchla, Gonesh Complex. Pin code- 711322. (7 KM from Dhulagori). Contact Person : Mr. Naveen Kamti (PH. 7980008621) / Mr. J. Shaw (Ph. 9038177774)	Quantity/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी _____तक पूरी कर ली जाए
			1	50	90

### 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

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**Buyers Specific Additional Terms & Conditions in addition to GTC**

**Item Name: Lube Oil Vapour Exhauster with AC Motor**

**Projects: DVC KODERMA, 500 MW Project**

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**A. SCOPE OF ENQUIRY**

E-bids on GeM are invited from bidders for the supply of **Lube Oil Vapour Exhauster with Motor** for DVC Koderma Project, as per requirement mentioned below:

Sl. No.	Project	Material Code & Item Description	Total Quantity	LOT Quantity	Date for Supply Completion
1	<b><u>DVC KODERMA</u></b>	Material Code W90311906010 <b><u>Lube Oil Vapour Exhauster with Motor as per VAR 02 of ST 39004</u></b>	01 No	01 No. (Lot-1)	Within 90 days of manufacturing clearance

**B. Project Detail**

<b>Project Name &amp; Address</b>	CONSTRUCTION MANAGER BHEL PSER KODERMA TPP 2X500MW BENJHIDIH, JHUMRI TILAIYA DIST.- KODERMA JHARKHAND, 825409
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Sl. No.	Terms	Description	Your confirmation
1	Confirmation to compliance of GTC on GeM 4.0 (Ver- 1.14)	General terms and conditions on GeM 4.0 (Version 1.14) or subsequent rules/policies issued by GeM shall be applicable.	

2	Documents Checklist:	<p><b>Kindly confirm that the following documents have been submitted along with your offer:</b></p> <ol style="list-style-type: none"> <li>1. Pre-Qualification Requirements (as defined in <b>Annexure-1</b>).</li> <li>2. Any other document as specified in "<b>Buyers Specific ATC</b>".</li> </ol>									
3	Pre-Qualification Requirements (PQR)	The Pre-Qualification Requirements have been compiled and placed at ANNEXURE-1. All the bidders should ensure submission of complete details and documents as called for in these requirements. The Offers submitted by the bidders would be scrutinized with respect to Pre-Qualification Requirements first. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.									
4	Special Instruction of Technical requirement	<ol style="list-style-type: none"> <li>1. Please confirm that material specification as per BHEL Spec ST39004 rev 06 only is followed for concerned items of the enquiry.</li> <li>2. DIMENSION OF OFFERED EXHAUSTER FAN ASSEMBLY SHOULD MATCH THE DIMENSIONS GIVEN IN ATTACHED GA DRAWING.</li> <li>3. ORIENTATION SHALL BE AS PER ATTACHED GA DRAWING AND VAR-02 OF ST39004.</li> </ol> <p>Test and Guarantee certificates, O&amp;M Manual are required to be submitted. Please confirm.</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>									
5	Price basis	<p>Prices should be quoted on F.O.R. Destination basis i.e. up to DVC Koderma including freight, packing &amp; forwarding charges, GST etc.</p> <p><b>The evaluation currency for this tender shall be INR.</b></p>									
6	Evaluation criteria	<p>Evaluation will be done on the basis of total landed cost to BHEL, with cost involved for delivery up to Koderma Project site (considering ITC).</p> <p>Bidders to insure applicability of ITC on Gem portal.</p>									
7	Transit Insurance	Transit insurance shall be arranged by BHEL and not to be included in the prices.									
8	Payment Terms	<p>The payment term shall be done after issue of consignee receipt-cum acceptance certificate (CRAC) as per the below details:</p> <table border="1" data-bbox="416 1648 1334 1944"> <thead> <tr> <th data-bbox="416 1648 895 1720">Type of Bidder</th> <th data-bbox="895 1648 1334 1720">Payment Terms (Number of Days)</th> </tr> </thead> <tbody> <tr> <td data-bbox="416 1720 895 1794">Micro &amp; Small Enterprises (MSEs)</td> <td data-bbox="895 1720 1334 1794">45 days</td> </tr> <tr> <td data-bbox="416 1794 895 1868">Medium Enterprises</td> <td data-bbox="895 1794 1334 1868">60 days</td> </tr> <tr> <td data-bbox="416 1868 895 1944">Non MSME</td> <td data-bbox="895 1868 1334 1944">90 days</td> </tr> </tbody> </table>	Type of Bidder	Payment Terms (Number of Days)	Micro & Small Enterprises (MSEs)	45 days	Medium Enterprises	60 days	Non MSME	90 days	
Type of Bidder	Payment Terms (Number of Days)										
Micro & Small Enterprises (MSEs)	45 days										
Medium Enterprises	60 days										
Non MSME	90 days										

9	MDCC clause	<p>Material shall be dispatched only after issue of material dispatch clearance certificate (MDCC) by BHEL. All test certificates and relevant documents are to be sent to BHEL before dispatch of material for issue of MDCC, which will be issued after review of test certificates etc. MDCC will be issued within 07 days of receipt of these documents once found complete in all respects. In case of any delay on account of BHEL in issuing MDCC, delivery shall be extended by no. of days in excess of 7 days taken by BHEL in issuing MDCC and delays shall be dealt on merit basis.</p> <p>Material is to be dispatched within 07 days of receipt of MDCC from BHEL without waiting for PO amendment.</p>
10.	Quality Requirements	<p>Inspection will be done by BHEL nominated Inspection agency 'M/s TUV/ QUEST' as per BHEL approved QP (Quality Plan).</p> <p>Vendor to submit endorsed SQP "QA/BE/QP/307, rev-0". BHEL approved QP to be followed in totality.</p>
11.	Guarantee	<p>Kindly confirm that all equipment shall be guaranteed for a minimum period of 18 months from the date of supply or 12 months from the date of commissioning, whichever is earlier. Buyer to submit guarantee certificate mentioning above guarantee period.</p> <p>Please note that offers with guarantee period lesser than above mentioned guarantee period may result in rejection of the offer.</p>
12.	Manufacturing Period	<p>Material is required on immediate basis. Kindly quote your minimum <b>delivery period in no. of weeks/months</b></p> <p>1. From the date of PO placement.....</p> <p>2. From the date of Manufacturing Clearance.....</p> <p>BHEL reserve right to reject offer of the bidders not meeting BHEL's delivery requirement.</p>
13.	Manufacturing clearance	In case of ordering, vendor has to take manufacturing clearance from BHEL before starting manufacturing of material. No manufacturing is to be started without getting clearance from BHEL. Kindly confirm.
14.	Document submission for approval from BHEL	Drawings/Data sheets/Documents/Type Test/ Quality Plan etc. as called for in the specifications shall be submitted for approval to BHEL within 10 days of purchase order. Approved documents/QP are to be followed by the supplier without any price implication. Any delay in delivery on account of late submission of drawings/data sheets/QAP/documents shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 10 days of their receipt provided those are complete in all respect. Delays in approval shall be dealt on merit basis.
15.	Liquidated Damages	<p>If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.</p> <p>The date of LR (Lorry Receipt) would be treated as the date of delivery for penalty purposes.</p>

16.	Arbitration:	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 arbitration shall be Haridwar.  The proceedings shall be conducted in English. The Governing law of contract shall be the substantive law of India.	
17.	Breach of contract, Remedies and Termination	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. <b>Please confirm.</b>	
18.	Firm prices	Price will remain firm and fixed during entire execution of tender/supply.	
19.	Action against Bidders	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-suppliers-contractors"	
20.	Consignee Declaration	Material will be dispatch by successful vendor to <b>DVC Koderma consignee address</b> (page-1) only and HEEP Haridwar will be responsible for CRAC generation on GeM after confirmation received from customer. (Just for information and acceptance)	
21.	Bidder Contact details	Contact details of your representative: Mobile no. & Email id (minimum 2 person)  1.  2.	

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### 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---**