

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-10-2024 21:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	29-10-2024 21:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	80 (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	10300018-pswr
Total Quantity/कुल मात्रा	60
Item Category/मद केटेगरी	HIRING OF SPLIT AC ON MONTHLY BASIS FOR 36 MONTH FOR SITE OFFICE, 2X800 MW BHEL NTPC LARA STAGE-II, CG
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Hiring of Split AC on Monthly Basais
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Hiring of Air Conditioners and Desert Coolers - Monthly Based, Hiring of Special Purpose Mining or Earth Moving Machines (Monthly Basis), Hiring of Agency for Achieving Climate Action Targets, Hiring of GIS Implementation Agency for Survey, Software Development and Master Planning related activities
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Split Air Conditioner (Ceiling Mount Type), as per IS: 1391 (part 2)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	14 Lakh (s)
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years of Experience and Turnover/अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Bidder Turnover, 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 Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
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	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within <b>30</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)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
-------------------	----

#### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
-------------------	----

#### 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. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder

is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

3. 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. 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.

4. 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 of 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.

5. 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.

## **HIRING OF SPLIT AC ON MOTHLY BASIS FOR 36 MONTH FOR SITE OFFICE, 2X800 MW BHEL NTPC LARA STAGE-II, CG ( 60 set )**

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

### **Technical Specifications/तकनीकी विशिष्टियाँ**

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
---	--------------------------

**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	SANDEEP LADDHA	496440,BHEL SITE OFFICE 2X800 MW NTPC, STPP, LARA VILL.-LARA, THE-PUSSORE, PO- CHHAPORA, DISTT.-RAIGARH (C.G.), INDIA	60	20

**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

**BUYER SPECIFIC ADDED ATC**

**Sub: - Hiring of 60 nos. (42 Nos 2 Ton & 18 Nos 1.5 Ton) split AC on monthly rent basis at BHEL Site Office the BHEL 2X800 MW, NTPC Lara, Stage - II Project , Chhattisgarh-49 6440 for a duration of 36 months -Reg**

**A. Scope of works (Annexure - I).**

Sr. No.	Address of Location	Type & Rating	Preferred Brands	Quantity	Total Charges (In Rs.) including Installation. Transportation, Maintenance & GST for 60 No of Split AC for the period of 36 Months
					.

1	Site Office: 2x800 MW , Stage – II, Lara, Pussore, Chhapora, Lohakhan, Chhattisgarh 496440	1.5 Ton - 3 Star and above	AC, Blue Star /LG /Voltas / Daikin/Carrier /O-General	18	
2	. Site Office: 2x800 MW, Stage – II, Lara, Pussore, Chhapora, Lohakhan, Chhattisgarh 496440	02 Ton - 3 Star and above		42	

#### **B - Terms & Conditions; -**

- Bidders have to quote **total Charges (In Rs.) including Installation. Transportation, Maintenance & GST for 60 No of Split AC for the period of 36 Months as** detailed mentioned above.
- Quoted Prices should be inclusive of GST & applicable taxes. The agency shall be responsible for all preventive and corrective maintenance of the AC's during entire contract period as per BHEL requirements at his own cost.  
In case AC is not working, the complaint should be attended within 24 hrs. by agency.
- Evaluation shall be done on total quoted charges **(In Rs.) including GST, Installation, Transportation & Maintenance for 60 No of Split AC for the period of 36 Months**
  - Brand New ACs should be deployed and the brand should be necessarily from any of the one as mentioned above.
  - The contract period shall be for 36 months from the date of award of contract.
  - One-time installation charges shall be in the scope of the agency
  - Entire maintenance of the Air Conditioner(s) during the contract period shall be in the scope of the agency.
  - In absence of attending the request within 24 hrs, BHEL reserve the rights to deduct the amount on prorated/per day basis from monthly bills.
  - Rates shall remain fixed for the contract period of 36 months. No request will be entertained for any increase of rates in between the contract period whatsoever may be the reason. However, Contract period may be extended further 01 year, subject to delivery of satisfactory services on same rate as per mutual agreement.
  - Income Tax and surcharge will be deducted as per Govt. of India rules.
  - Owner has to submit his PAN No, GST Registration certificate.
  - Applicable GST shall be paid separately on submission of proper documents.
  - All payments shall be made by account payee cheque/ECS within 30 days from the receipt

- orrect and complete monthly bills in all respect at BHEL Site office.
14. Bharat Heavy Electricals reserves the right to open/ accept / reject/ cancel /negotiate/ split u  
ny tender/contract at any stage.
  15. Successful Bidder should install the required ACs within 20 days from date of placing orde  
r.
  16. If any bidder does not install the machine as per stipulated time of the contract or does not  
ow any terms & conditions of the contract the contract shall be terminated without assigning  
reason.
  17. In Absence of timely maintenance, a pro rata amount (Case-to-Case basis) will be deducted  
m monthly bills.
  18. Supply all consumables and all type of spares shall be provided by the successful bidder at  
own cost.
  19. The contract can be terminated on a notice of 30 days from either side. Any violation of in  
struction/agreement or suppression of facts will attract cancellation of agreement without a  
ny reference or any notice period.
  20. Complaint lodged during forenoon shall be attended in the afternoon of same day and com  
plaint lodged in the afternoon shall be attended by the forenoon of next working day.
  21. Vendor shall be responsible for all preventive and corrective maintenance of the AC's. duri  
ng the entire contract period.
  22. Vendor has to provide inspection ,check-ups & maintenance of all ACs twice in a year .  
Additionally , ACs have to be repaired free of Cost in case of any break-down or non-workin  
g.
  23. Free space & electricity of said AC's shall be provided by BHEL.
  24. All fabrication work at guest house/Site office required for AC installation shall be in agenc  
y scope. No separate cost shall be payable by BHEL.
  25. Transportation of service engineer will be in scope of agency. No separate cost shall be pa  
yable by BHEL.
  - 26. Performance Bank Guarantee (PBG):** \_\_Not Applicable
  - 27. Earnest Money Deposit (EMD):** Not Applicable
  - 28. Reservation for MII:** Applicable.
  - 29. LD:** Standard Gem terms at SI No 15 of latest Gem GTC.
  - 30. PVC, ORC & BONUS: Not Applicable**
  31. All payments (Monthly bills) shall be paid by account payee/ECs within 30 dyas from the r  
eceipt of correct and complete monthly bills in all respects at BHEL Site office.
  32. **As a Pre-qualification criteria** , Bidder's Average Minimum Annual Financial Turn over  
shall be of Rs 14.00 Lakh during the last three Financial years ending in 31.03.24.
  - 33. Taxes & Duties clause:-**

33.1	All taxes excluding GST & BOCW Cess but including, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract shall be borne by successful bidder and shall not be payable extra by BHEL. Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements.
33.2	GST along with Cess (as applicable) legally leviable & payable by successful bidder as per GST Law shall be paid by BHEL, extra. Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price.
33.3	Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.
33.4	Since GST on output will be paid by BHEL separately as enumerated above, bidder's your quoted rates / price should be after considering the Input Credit under GST law at bidder's end.
<b>33.5</b>	<b>TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.</b>
<b>33.6</b>	<b>TDS under GST shall be deducted as per prevailing GST rules from the bills.</b>
33.7.1	In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.
33.7.2	Bidder shall comply with all statutory amendment/notifications in this respect.
33.8	<p>Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act &amp; Rules referred thereunder) wherein the 'Bill To' details shall encompass following.</p> <p><b>BHEL GSTN -22AAACB4146P1ZP</b></p> <p><b>Name - BHARAT HEAVY ELECTRICALS LIMITED</b></p> <p><b>Address:-POWER SECTOR-EASTERN REGION</b></p> <p><b>SITE-OFFICE ,2x800 MW ,Stage-II, LARA</b></p> <p><b>Pussore,</b></p> <p><b>Chhapora, Lohakhan, Chhattisgarh 496440</b></p>
33.9	<p>Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances.</p> <p>Portal address and Email address- Shall be intimated later. Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.</p>

33.10	In case of delay in submission of above mentioned documents on the date of dispatch, BHEL may incur penalty/ interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.
33.11	In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
33.12	Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice. If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after dispatch.
33.13	Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non receipt of goods and / or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.
33.14	Successful bidder shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act, and the same shall be available to BHEL in FORM GSTR-2A /2B electronically through the common portal. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal.
33.15	Way Bill: Successful bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract. Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit / Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.
33.16	Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
33.17	Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.

**34.Contact details of Tender Agency is as below:-**

Agency	Contact details	
BHEL, PSER, LARA SITE -S TAGE-II	Address	BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR - EASTERN REGION, SITE-OFFICE: 2X800 MW, Stage-II, LARA, PUSSORE, CHHAPORA, LOHAKHAN, CHHATTISGARH
	Phone no.	09560148866, 09810072480, 07030606555, 08143434301

	E-mail ID	<a href="mailto:ry@bhel.in">ry@bhel.in</a> , <a href="mailto:rajendra.prasad.yadav@bhel.in">rajendra.prasad.yadav@bhel.in</a> <a href="mailto:arjun@bhel.in">arjun@bhel.in</a> <a href="mailto:n csgupta@bhel.in">n csgupta@bhel.in</a>
--	-----------	--

35. Exemption to verified MSME for required turnover Criteria of the Bid – Yes (Supporting documents to be uploaded)

36. All other terms & conditions shall be as per GeM GTC.

### 3. 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 %.

### 4. Generic

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

BHARAT HEAVY ELECTRICALS LIMITED,  
POWER SECTOR – EASTERN REGION, SITE-OFFICE: 2X800 MW, Stage-II, LARA,  
PUSSORE,  
CHHATTISGARH  
CHHATTISGARH

## 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---**