

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	15-12-2022 16:00:00
<b>Bid Opening Date/Time</b>	15-12-2022 16:30:00
<b>Bid Offer Validity (From End Date)</b>	120 (Days)
<b>Ministry/State Name</b>	Ministry Of Heavy Industries And Public Enterprises
<b>Department Name</b>	Department Of Heavy Industry
<b>Organisation Name</b>	Bharat Heavy Electricals Limited (bhel)
<b>Office Name</b>	10110009-heap, Haridwar
<b>Total Quantity</b>	2
<b>Item Category</b>	High Volume samplers with spares (Q3) , Fully Automatic Microprocessor Based Stack Monitoring System (Q3)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover *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
<b>Bid to RA enabled</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Primary product category</b>	Fully Automatic Microprocessor Based Stack Monitoring System
<b>Time allowed for Technical Clarifications during technical evaluation</b>	3 Days
<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</b>	Item wise evaluation

### EMD Detail

Required	No
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### ePBG Detail

Required	No
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(a). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

### Splitting

Bid splitting not applied.

### MII Purchase Preference

MII Purchase Preference	Yes
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### MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the 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.

2. 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.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.

- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

#### Evaluation Method ( Item Wise Evaluation Method )

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

Evaluation Schedules	Item/Category	Quantity
Schedule 1	High Volume Samplers With Spares	1
Schedule 2	Fully Automatic Microprocessor Based Stack Monitoring System	1

#### High Volume Samplers With Spares ( 1 set )

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

Brand Type	Unbranded
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#### Technical Specifications

Buyer Specification Document	<a href="#">Download</a>
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#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Vishwajeet Kumar	425307,CHIEF ENGINEER/DY.CHIEF ENGINEER(PROJECT), 1X660MW BHUSAWAL THERMAL POWER STATION UNIT-6, MSPGCL,BHUSAWAL, DIST JALGAON (MAHARASHTRA), PIN-425307 STATE : Maharashtra-27	1	90

#### Fully Automatic Microprocessor Based Stack Monitoring System ( 1 set )

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

Brand Type	Unbranded
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#### Technical Specifications

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Vishwajeet Kumar	425307,CHIEF ENGINEER/DY.CHIEF ENGINEER(PROJECT), 1X660MW BHUSAWAL THERMAL POWER STATION UNIT-6, MSPGCL,BHUSAWAL, DIST JALGAON (MAHARASHTRA), PIN-425307 STATE : Maharashtra-27	1	90

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

S.No.	Document Title	Description	Applicable i.r.o. Items
1	Pre-Qualification Requirements (PQR) Annexure-1 <a href="#">View</a>	Bidders to provide signed and stamped copy of enclosed Pre-Qualification Requirements (PQR) as a token of acceptance. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements	High Volume Samplers With Spares(1)
2	Technical Specification for High Volume Sampler (Annexure-2) <a href="#">View</a>	Bidders to provide signed and stamped copy of enclosed specification as a token of acceptance.	High Volume Samplers With Spares(1)
3	Technical Specification for Stack Monitoring System (Annexure-3) <a href="#">View</a>	Bidders to provide signed and stamped copy of enclosed specification as a token of acceptance.	High Volume Samplers With Spares(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.

**Buyer Added Bid Specific Terms and Conditions****1. Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address CHIEF ENGINEER/DY.CHIEF ENGINEER(PROJECT), 1X660MW BHUSAWAL THERMAL POWER STATION UNIT-6, MSPGCL, BHUSAWAL DIST JALGAON (MAHARASHTRA), PIN-425307.

## 2. **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.

## 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**

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.

## 5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**1. BHEL will open the Price Bids of only those bidders who are finally approved by the end customer.**

### **2. Payment Terms:**

85% payment after receipt of material at site.

Balance 15% payment after installation and commissioning at site.

Payment will be released by BHEL within:

- 45 days for Micro and Small enterprises
- 60 days for Medium enterprises
- 90 days for Non MSME enterprises

**3.** The equipment shall be guaranteed / warranted for satisfactory performance for a period of 36 months from the date of dispatch or 24 months from the date of installation & commissioning, whichever is earlier.

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## 6. **Buyer Added Bid Specific ATC**

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

## 7. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

## 8. **Scope of Supply**

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

**9. Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

**10. Generic**

**Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

**11. Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

**12. Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions.](#)

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.

**---Thank You---**

**PRE QUALIFICATIONS REQUIREMENTS  
ANNEXURE-1**

1. The Bidder should have a Annual Turnover (T.O.) of minimum Rs. 2.30 Lac/year (Rs. Two Lacs Thirty Thousands per year) in last 03 (Three) years i.e (2018-19, 2019-20 & 2020-21). The self-attested copies of supporting document should be submitted as proof.
2. The vendor should have supplied Dust Sampler / Stack Kit in last 03 years from the Bid Opening date. The self attested copies of Purchase Orders, placed on them & proof of supply should be attached.
3. In case of Agent/Reseller/Traders, offering equipment from OEM, Tender specific authorization letter required from the manufacturer, clearly indicating contact details like Name, E-mail & address of manufacturer.
4. Detailed printed Catalogue/Technical Data Sheet must be provided along with the offer submitted.



**Annexure-2**  
**High Volume Sampler**

**High Volume Sampler with Spares**

<b>1</b>	<b>General :</b> Respirable Dust Sampler for Respirable Particulate Matter (Particle Size < 10µ) with very low noise Brushless AC Blower along with Filter Holder, Cabinet, Gaseous Sampling arrangement, Size Selective Inlet (for removing particles > 10µ) and microprocessor based automatic Electronic Timer & Time Totalizer. Dust sampler to monitor Ambient Air Quantity i.e. Suspended Particulate Matter (SPM), Sulphur dioxide, Oxides of Nitrogen, Carbon monoxide, Hydrogen Sulphide, Ozone etc. Sampler having a continuous duty blower with brushless motor, with low noise level, a light and compact model for field use.	
<b>2</b>	<b>Brand</b>	<b>: POLLTECH / ENVIRO TECH / POLLMEN / ANY OTHER REPUTED MAKE</b>
<b>3</b>	<b>Specifications :</b>	
<b>3.01</b>	<b>Blower Flow Rate</b>	<b>: More than 1.8 m<sup>3</sup>/min free flow without resistance.</b>
<b>3.02</b>	<b>Particle Sampling</b>	<b>: Less than 10 ± 1 µ (for RPM) at 1.13 m<sup>3</sup>/min.</b>
<b>3.03</b>	<b>Filter Holder</b>	<b>: SS 304 to accommodate filter paper of 25 x 20 cm.</b>
<b>3.04</b>	<b>Filter Media</b>	<b>: Whatman GF/A or EPM - 2000</b>
<b>3.05</b>	<b>Delay Time</b>	<b>: Settable upto 99 Hrs. : 59 Min. with resolution of 1 minute.</b>
<b>3.06</b>	<b>Sampling Time</b>	<b>: Programmable upto 99 Hrs. : 59 Min. with resolution of 1 minute.</b>
<b>3.07</b>	<b>Sampling Time Totalizer</b>	<b>: Upto 99 Hrs. : 59 Min.</b>
<b>3.08</b>	<b>Automatic Sampling Control</b>	<b>: 24 Hrs. programmable timer to automatically shut off system at present time interval.</b>
<b>3.09</b>	<b>Display</b>	<b>: 32 character alphanumeric LCD for time measurements.</b>
<b>3.1</b>	<b>Keys</b>	<b>: 06 (Six)</b>
<b>3.11</b>	<b>Flow Measurement</b>	<b>: With an exhaust orifice and a U tube manometer mounted on the inside of the instrument.</b>
<b>3.12</b>	<b>Power Requirement</b>	<b>: 220 V, Single Phase 50 Hz AC</b>
<b>3.13</b>	<b>Main Housing</b>	<b>: Made of sturdy Powder Coated aluminum.</b>
<b>3.14</b>	<b>Brushless Blower</b>	<b>: Very low noise maintenance free Centrifugal regenerative blower directly coupled to 0.5 HP, Single Phase Motor, mounted in the HVS Cabinet.</b>
<b>4</b>	<b>Gaseous Sampling :</b>	
<b>4.1</b>	<b>Flow Rate</b>	<b>: 0.3 to 3 LPM</b>
<b>4.2</b>	<b>Flow Control</b>	<b>: Four way acrylic manifold with four inlet and one outlet &amp; four Stainless Steel needle valve for flow control of each inlet.</b>
<b>4.3</b>	<b>Rotameter</b>	<b>: 0.3 LPM to 3 LPM with a resolution of 0.1 LPM.</b>
<b>4.4</b>	<b>Sampling Train</b>	<b>: Four 35 mL glass Impingers in a double walled cold box.</b>
<b>4.5</b>	<b>Calibration</b>	<b>: Each Blower &amp; Gaseous Rotameter is individually calibrated with Certified Instruments. Calibration Reports shall be provided.</b>

<b>5</b>	<b>List of Spares :</b>	
<b>5.1</b>	<b>Carbon Brush for Blower</b>	: Fifty (50) Nos.
<b>5.2</b>	<b>Midget Glass Imingers (35 mL Capacity)</b>	: Five (05) Nos.
<b>5.3</b>	<b>Whatman GF/A Filter Paper, Size 8" x 10"</b> (each packet contains 100 filter paper).	: One (01) Packet
<b>5.4</b>	<b>Glass Fuse, 3.5 Amps. (For Brush Type Blower, Slow Blow) ( 5 x 20 mm )</b>	: Five (05) Nos.
<b>5.5</b>	<b>Glass Fuse, 8 Amps. Slow Blow (6 x 30 mm)</b> (For Brushless Blower)	: Five (05) Nos.
<b>5.6</b>	<b>Blower</b>	: One (01) No.
<b>5.7</b>	<b>High Speed Belt (for Brushless Blower)</b>	: Five (05) Nos.
<b>5.8</b>	<b>Impeller Assembly for Brushless Blower</b>	: One (01) No.
<b>5.9</b>	<b>Blower Motor 1 Ph, 230 V AC 0.75 HP, 2860 RPM</b>	: One (01) No.
<b>6</b>	<b>It should be supplied with instruction manual (including maintenance).</b>	
<b>7</b>	<b>General Terms &amp; Conditions :</b>	
<b>7.1</b>	<b>Document</b>	One hard copy of O&M Manual in English language giving complete technical information for operation and maintenance of the equipment including circuit diagram shall be supplied.
<b>7.2</b>	<b>Installation and Commissioning</b>	The supplier shall install & commission the equipment at site. Supplier should demonstrate the performance of the Equipment and all its accessories to ensure compliance with complete specifications & parameters quoted by them to the satisfaction of BHEL/end user.
	<b><i>Failing to comply to the Installation and Commissioning clause, the offer will be rejected straightaway.</i></b>	
<b>7.3</b>	<b>Guarantee/ Warranty</b>	The equipments shall be guaranteed / warranted for satisfactory performance for a period of 36 months from the date of dispatch or 24 months from the date of commissioning, whichever is earlier.
	<b><i>Failing to comply to the Guarantee clause, the offer will be rejected straightaway.</i></b>	
<b>7.4</b>	<b>Packing &amp; Dispatch</b>	The equipment / accessories shall be packed in a suitable water proof vibration packing box capable of bearing air and road transit hazards.
<b>7.5</b>	<b>Packing box shall be properly identified and marked with BHEL's (India) Purchase Order Number. Also, "PCRI HWR" and name of the Item/items should be written in bold letters on all four sides of Packing box.</b>	
<b>8</b>	<b>Special Instructions:</b>	
<b>8.1</b>	<p>Apart from customer specified vendor for each individual item, additional vendors offering items of "Reputed Make" are also acceptable subject to customer approval. The vendor should fulfill anyone of the following condition;</p> <p>( a ) "Vendor have supplied the item for at least one thermal power plant of 500 MW or above capacity". <b>OR</b></p> <p>( b ) "Offered item has completed one year of commercial operation and the equipment supplied should have completed the contractual guarantee period". <b>OR</b></p> <p>( c ) Vendor have supplied the same equipment as required against our enquiry to any power plant.</p>	

8.2	Vendor to provide documentary evidence like PO copy, end user certificate / commissioning report etc. in support of fulfilling either of the above criteria for customer review.







**Buyer Specific ATC document for High Volume Sampler and Stack Monitoring System of Bhusawal Project**

1.	<p><b>MDCC (Material dispatch clearance certificate) Clause:</b></p> <p>Please note that material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) by BHEL. For issue of MDCC, you are required to submit the set of documents (i.e. Packing List, guarantee certificate, Calibration Certificate and Complete Test Reports).</p> <p>BHEL will release MDCC within 07 days from the date of receipt of completed documents as detailed above.</p> <p>The delivery period of 90 days is inclusive of 07 days taken by BHEL to issue MDCC.</p>									
2.	<p><b>Customer Approval Make / Brand:</b></p> <p>Bidders to note that item of following customer specific make / brand are required:</p> <table><tr><th>Sl. No.</th><th>Item Description</th><th>Make</th></tr><tr><td>1</td><td>High Volume Sampler with Spares (1 No.)</td><td>POLLTECH / ENVIRO TECH / POLLMEN</td></tr><tr><td>2</td><td>Microprocessor Based Stack Monitoring System with Spares (1 No.)</td><td>POLLTECH / ENVIROTECH / ACEGAS</td></tr></table> <p><b>Note: Any additional "REPUTED MAKE" item is also acceptable subject to customer approval as mentioned in the technical specification of respective item.</b> The bidder should fulfill anyone of the following condition:</p> <p>(a) Bidder should have supplied the item for at least one Thermal Power Plant of 500 MW or above capacity <b>OR</b></p> <p>(b) Offered item has completed one year of commercial operation and the equipment supplied should have completed the contractual guarantee period <b>OR</b></p> <p>(c) Bidder should have supplied the same equipment as required against BHEL enquiry to any power plant.</p> <p>Bidder to provide documentary evidence like PO copy, end user certificate / commissioning report etc. in support of fulfilling either of the above criteria for customer review and approval.</p> <p><b>BHEL will open the Price Bids of only those bidders who are finally approved by the end customer.</b></p>	Sl. No.	Item Description	Make	1	High Volume Sampler with Spares (1 No.)	POLLTECH / ENVIRO TECH / POLLMEN	2	Microprocessor Based Stack Monitoring System with Spares (1 No.)	POLLTECH / ENVIROTECH / ACEGAS
Sl. No.	Item Description	Make								
1	High Volume Sampler with Spares (1 No.)	POLLTECH / ENVIRO TECH / POLLMEN								
2	Microprocessor Based Stack Monitoring System with Spares (1 No.)	POLLTECH / ENVIROTECH / ACEGAS								
3.	<p><b>Pre-Qualification Requirement (PQR):</b></p> <p>The Pre-Qualification Requirements have been made part of bid as <b>ANNEXURE-1</b>. All the bidders should ensure submission of complete details and documents as called for in the same. The offers submitted by the bidders would be scrutinized with respect to Pre-Qualification Requirements first.</p> <p><b>Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.</b></p>									
4.	<p><b>Evaluation criteria:</b></p> <p>Evaluation will be done on Total Landed cost up to Bhusawal project site (<b>item-wise</b>).</p>									

5.	<p><b>Payment Terms:</b></p> <ul style="list-style-type: none"> <li>• 85% payment after receipt of material at site.</li> <li>• Balance 15% payment after installation and commissioning at site.</li> <li>• Payment will be released by BHEL within: <ul style="list-style-type: none"> <li>- 45 days for Micro and Small enterprises</li> <li>- 60 days for Medium enterprises</li> <li>- 90 days for Non MSME enterprises</li> </ul> </li> </ul>
6.	<p><b>Delivery Period:</b></p> <p>The delivery shall be 90 days from the date of placement of order on GeM. This period is inclusive of 7 days for BHEL to arrange dispatch clearance (provided MDCC related documents are complete in all respect).</p>
7.	<p><b>Document:</b></p> <p>Two hard copies of O&amp;M manual in English language giving complete technical information for operation and maintenance of the equipment shall be supplied with the equipment.</p>
8.	<p><b>Price Basis:</b></p> <p>Please confirm that prices have been quoted on F.O.R. Bhusawal site basis.</p>
9.	<p><b>Installation and Commissioning:</b></p> <p>The supplier shall install &amp; commission the equipment at site. Supplier should demonstrate the performance of the Equipment and all its accessories to ensure compliance with complete specifications &amp; parameters quoted by them to the satisfaction of BHEL/end user.</p> <p><b>Cost of Installation and Commissioning should be included in the quoted prices.</b></p> <p>Installation and Commissioning will be done at following address:  CHIEF ENGINEER/DY.CHIEF  ENGINEER(PROJECT), 1X660MW BHUSAWAL THERMAL POWER STATION UNIT-6,  MSPGCL, BHUSAWAL, DIST JALGAON  (MAHARASHTRA), PIN-425307  STATE : Maharashtra-27</p>
10.	<p><b>Guarantee / Warranty:</b></p> <p>The equipment shall be guaranteed / warranted for satisfactory performance for a period of 36 months from the date of dispatch or 24 months from the date of installation &amp; commissioning, whichever is earlier.</p> <p><b>Failing to comply to the Guarantee / Warranty clause, the offer will be rejected straightaway.</b></p>
11.	<p><b>Packing &amp; Dispatch:</b></p> <ol style="list-style-type: none"> <li>1. The equipment / accessories shall be packed in a suitable water proof / vibration proof packing boxes capable of bearing air and road transit hazards.</li> <li>2. Packing box shall be properly identified and marked with <b>BHEL's (India) Purchase Order Number</b>. Also, "<b>PCRI HWR</b>" and <b>Name of the Item/Items</b> should be written in bold letters on all four sides of Packing box.</li> </ol>
12.	<p><b>General Clause:</b></p> <p>All other commercial terms and conditions will be governed by General Terms and Conditions (GTC) GeM_GTC_4.0_v1.5_09Oct22.</p>



13.	<p><b>Technical Specification Requirement:</b></p> <p>1. Please quote your valuable offer as per BHEL Specifications enclosed as <b>Annexure-2</b> (High Volume Sampler with Spares) and <b>Annexure-3</b> (Microprocessor Based Stack Monitoring System with Spares).</p> <p>2. Bidders to upload signed and stamped copies of BHEL Specifications along with the offer as token of acceptance.</p>
14.	<p><b>Risk Purchase:</b></p> <p>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 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.</p> <p><b>Action against Bidders / vendor / supplier / contractor in case of default:</b></p> <p>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, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.</p> <p>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 “<a href="https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors">https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors</a>”.</p>
15.	<p><b>Arbitration Clause:</b></p> <p>In case of any dispute arising out of as in connection with this contract, the same shall be referred to arbitration under Arbitration &amp; Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat &amp; venue of arbitration shall be Haridwar.</p> <p>The proceedings shall be conducted in English. The Governing law of contract shall be the substantive law of India.</p>