

दिनांक /Dated: 07-10-2025





# बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details				
बिड बंद होने की तारीख/समय /Bid End Date/Time	22-10-2025 10:00:00			
बिड खुलने की तारीख/समय /Bid Opening Date/Time	22-10-2025 10:30:00			
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	75 (Days)			
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises			
विभाग का नाम/Department Name	Department Of Heavy Industry			
संगठन का नाम/Organisation Name	Bharat Heavy Electricals Limited (bhel)			
कार्यालय का नाम/Office Name	Hep Bhopal			
कुल मात्रा/Total Quantity	1			
वस्तु श्रेणी /Item Category	CACW COOLER ASSY.			
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	CACW COOLER ASSY.			
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	RELAY FRAME ASSY.,MCC FRAME ASSY., D.P.LATCH FRAME ASSY (203BS43) (BHEL), Recirculating chiller, Oil cooler, Pomini Cooler, Walk in Cooler, Direct Evaporative Air Cooler (V2) ISI Marked To IS 3315, Bulk Packing of TSM Assy (BSF Bulk Milk Cooler Unit, Reverse Osmosis based Water Treatment System above 50 LPH Capacity (V2), Self - Contained Drinking Water Coolers (V3) as per IS 1475			
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Oil cooler			
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No			
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No			
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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			

बिड विवरण/Bid Details		
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	4	
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1	
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes	
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination	
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes	
बिड का प्रकार/Type of Bid	Two Packet Bid	
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days	
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	
Payment Timelines	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)	
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation	
मध्यस्थता खंड/Arbitration Clause	No	
सुलह खंड/Mediation Clause	No	
ईएमडी विवरण/EMD Detail		
आवश्यकता/Required	No	

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No		
बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.			
एमआईआई खरीद वरीयता/MII Purchase Preference			
एमआईआई खरीद वरीयता/MII Purchase Preference	Yes		
एमएसई खरीद वरीयता/MSE Purchase Preference			
एमएसई खरीद वरीयता/MSE Purchase Preference	Yes		

- 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. 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. 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 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. 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.
- 3. 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

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

# **CACW COOLER ASSY. (1 pieces)**

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

# तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<u>Download</u>
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# इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess		
100%	NA		

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

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Arun Kumar	462022,BHARAT HEAVY ELECTRICAL LTD, PIPLANI	1	90

# क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

#### 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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity  $\div$  Original quantity)  $\times$  Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

# 2. Generic

**Registration / Empanelment Requirement:** Contract shall be awarded to only such sellers , who are registered / empanelled / approved / enlisted with

MATERIAL TO BE PROCURED FROM BHEL PMD LIST-AEM01, ITEM.09- HAVING VPR > 75% ONLY

for the required goods / service category on the date of bid opening. Prospective bidders (if not already registered), are advised to get themselves registered with the said registration authority before bid opening date. (It is certified that the registration is granted by the registering agency as per Rule 150 of GFR following a fair, transparent and reasonable procedure.)

#### 3. 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.

# 4. 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.

#### 5. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

### 6. Inspection

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

AT YOUR WORK PLACE BY THIRD PARTY AS PE QAP

Post Receipt Inspection at consignee site before acceptance of stores: AT BHEL BHOPAL

### 7. 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.

#### 8. Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

### 9. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- [1] Bidders to provide the enclosed duly filled PQR form along with all supporting documents withoffer.
- [2] Quantity of this GeM bid is divisible. Hence, MSE & MII benefit will be applicable as per guidelines.
- 3- TECHNICAL PQR IS NOT APPLICABLE
- [4] Offers of vendors who or whose OEM is on our MISCC / Unit / Corporate / Customer level hold or banned / debarred, will not be considered for further evaluation.
- [5] Please provide duly filled "Local Content Format & Conflict of Interest among bidders / agents format"w ith sign & seal on your letter head.
- [6] Payment Terms shall be :-
- (a) 100% payment in 45 days of receipt for Micro & small [Manufacturer] vendors
- (b) 100% payment in 60 days of receipt for Medium [Manufacturer] vendors
- (c) 100% payment in 90 days of receipt for other vendors and subject to acceptance of material and releva nt documents at BHEL. Please submit latest printed UDYAM certificate along with your offer.
- [7] Any amount on account of recovery from consigner/supplier under any condition shall be liableto be ad justed against any amount payable to the consigner/supplier against any running bills
- [8] In case of breach of contract, wherever the value of security instruments like performance bank guaran tee available with BHEL against the said contract is at least 10% of the contract value, the samebe encase d. In case the value of the security instruments available is less than 10% of the contract value, the balanc e amount be recovered from other 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 with out 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.
- [9] Bidders has to quote price inclusive of GST.
- [10] For this item applicable GST rate @ 18 % and Cess rate @ zero % for GST registered firm / bidder. AsC ess is not applicable to this item, hence it is mandatory to quote Cess rate @ Zero %. Quotation of Cess rat e other than @ Zero % is liable to be rejected at any stage of tender even after price bid opening.
- [11] Conflict of Interest among Bidders / Agents "A bidder shall not have conflict of interest with other bide rs. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's int erests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered toh ave a conflict of interest with one or more parties in this bidding process, if:
- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more thano ne Bid will result in the disqualification of all bids in which the parties are involved. However, this does not imit the inclusion of the components/ sub-assembly/Assemblies from. one bidding manufacturer in more than one bid; or .
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one age nt cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agenton behalf only one principal, or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or
- h) In case of a holding company having more than one independently manufacturing units, or more than o ne unit having common business ownership/management, only one unit should quote. Similar res trictions

would apply to closely related sister companies. Bidders must proactively declare such sister/ common bu siness / management units in same/similar line of business."e to be adjusted against any amount payable to the consigner/supplier against any running bills. In case of breach, of contract, wherever the value of sec urity instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial rem edies (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 Fu rther, levy of liquidated damages, debarment, termination, de-scoping, shorclosure etc., shall be applied a s per provisions of the contract.

Instructions for document submission for payments

For supply orders placed on Indian Suppliers: Irrespective of the value of the invoice amount, the bidder / v endor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at https://suvidha. bhel.in/suvidha/, prior to despatch. All documents as per PO checklist , along with additional documents (if any),must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certific ate (DSC) issued by a licensed Certifying Authority.

The material will not be accepted inside BHEL in absence of the above

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### 10. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

# 11. Warranty

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

# अस्वीकरण/Disclaimer

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 <u>attached categories</u>, 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.
- 15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

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।/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.

---धन्यवाद/Thank You---