

## Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	12-09-2022 14:00:00
<b>Bid Opening Date/Time</b>	12-09-2022 14:30:00
<b>Bid Offer Validity (From End Date)</b>	180 (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>	15
<b>Item Category</b>	Unitary Air Conditioner (Window AC) (Q2)
<b>Years of Past Experience Required for same/similar service</b>	1 Year (s)
<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>	<p>Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document</p> <p>*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</p>
<b>Past Performance</b>	10 %
<b>Bid to RA enabled</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>ITC available to buyer</b>	Yes
<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>	Total value wise evaluation

**EMD Detail**

Required	No
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**ePBG Detail**

Advisory Bank	State Bank of India
ePBG Percentage(%)	10.00
Duration of ePBG required (Months).	62

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**Beneficiary:**

BHEL HEEP HARIDWAR

10110009-HEEP, Haridwar, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises, BHEL HEEP RANIPUR HARIDWAR 249403 UTTRAKHAND. (Bharat Heavy Electricals Limited Siri Fort New Delhi Through Division Bhel Heep Haridwar) (Bhel Heep Haridwar) (Bhel Heep Haridwar)

(Bhel Heep Haridwar)

**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. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

2. 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.

3. 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.

4. 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.

5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

6. 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

### Unitary Air Conditioner (Window AC) ( 15 pieces )

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

Brand Type	Registered Brand
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#### Technical Specifications

[\\* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
STANDARDS	<b>BEE Star rating of the product (in Nos. )</b>	5 Or higher
GENERIC	<b>Nominal Marketing capacity as per BEE Star Rating Label (hint: 1 Ton = 3000 Kcal/Hr, Tolerance +/- 10%) (in Ton)</b>	1.5
	<b>Technology of air conditioner</b>	Inverter AC - Variable Speed, Non Inverter AC
CONSTRUCTION	<b>Classification by function</b>	Cooling only (Cooling and dehumidification during cooling mode)

Specification	Specification Name	Bid Requirement (Allowed Values)
MATERIAL	Material of Evaporator	Copper Or higher
	Material of Condensor	Copper Or higher
WARRANTY	Warranty on compressor (in Years)	5 (for Non inveter AC)
INSTALLATION	Type of installation	Without installation(installation not offered)

#### Additional Specification Parameters - Unitary Air Conditioner (Window AC) ( 15 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
1. Technology of AC 2. Power Supply	1. Fixed speed (non-inverter type)/ Variable speed (Inverter type) 2. 230 VAC, 50Hz, 1 Phase
3. Eco-friendly refrigerant 4. Remote Control	3. Yes 4. Required
5. Features	5. Auto restart, Sleep mode, 24 hour On-OFF Timer, Power Saver, 2-way air swing/ 4-way air swing, Fan speed settings, Humidity Control.
6. Warranty on Air Conditioner	6. Warranty required for 01 year on Air Conditioner and 05 years on its compressor from the date of receipt of material at BHEL Haridwar.

\* Bidders offering must also comply with the additional specification parameters mentioned above.

#### Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable
100%	100%	No

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	15	45

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

S.No.	Document Title	Description	Applicable i.r.o. Items
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S.No.	Document Title	Description	Applicable i.r.o. Items
1	TECHNICAL SPECIFICATION FOR WINDOW AC <a href="#">View</a>	TECHNICAL SPECIFICATION FOR WINDOW AC	Unitary Air Conditioner (Window AC)(15)
2	PQR FOR WINDOW AC <a href="#">View</a>	PQR FOR WINDOW AC	Unitary Air Conditioner (Window AC)(15)

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.

### Special terms and conditions-Version:1 effective from 13-07-2022 for category Unitary Air Conditioner (Window AC)

#### 1. STC FOR UNITRY AIR CONDITIONER (WINDOW AC)

- o **Scope of installation and Commissioning for Window AC**

1. Mounting/Fitting of Window AC, with necessary alignment work, in already made window
2. Suitable electric wiring upto 3 meters length between Window AC and Power Socket / voltage
3. Testing for satisfactory working without any abnormal noise as well as leakage test of entire system

- o Following are not included in the scope of supply for Window AC

1. Carpentry work for making the window frame and fixing of wooden fram
2. Switches/ Sockets / Plug Tops / Voltage Stabilize/Drain Pipe

## 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 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. 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): NOT REQUIRED

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

#### 3. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address PARAS CENTRAL PLANT STORE BHEL HEEP HARIDWAR UTTRAKHAND 249403.

#### 4. Generic

Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 1 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

#### 5. **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.

#### 6. **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 %.

#### 7. **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.

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

Buyer Added text based ATC clauses

1. **PAYMENT TERM:** 80% payment of Supply value shall be made within 45 days for MSE, 60 days for Medium Enterprises and 90 days for Non-MSE from the date of receipt of material at BHEL. Balance 20% of Supply value plus 100% of the acceptance portion of PO value will be paid against acceptance by end user of BHEL and submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the guarantee/ warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor.

2. **CHARGES FOR SERVICES AT BHEL HARIDWAR:** Services to be rendered at BHEL Haridwar like commissioning, proving, training to operators, supervising foundation work etc. as per scope of supply and Erection and commissioning. Prices offered on GeM portal shall be inclusive of erection & commissioning charges for complete scope of work. Vendor to demonstrate all the function & features of the item being procured.

#### 3. **LATE DELIVERY PENALTY CLAUSE:**

##### **A. For delay in Supply:**

The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C).

##### **B. For Delay in Acceptance by End user as per point no-2 of Scope of Supply:**

The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + **Acceptance by End user as per point no-2 of Scope of Supply** ) in **Acceptance by End user as per point no-2 of Scope of Supply** subject to a

maximum of 10% of total PO value (Supply + E&C).

Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + **Acceptance by End user as per point no-2 of Scope of Supply**).

In case PO includes more than one machine, the penalty shall be @ 0.5% per week of delay on total PO value (Supply + **Acceptance by End user as per point no-2 of Scope of Supply**) for the delayed machine.

In case any bidder is not accepting the above penalty for delayed Supply and/or **Acceptance by End user as per point no-2 of Scope of Supply**, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.

In case, any shortage is noticed viz-a-viz PO requirement in the main equipment /spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier.

Liquidated Damages on delay in 'Supply' will be applicable to the delays attributed to vendor.

The rate of Liquidated Damages for delayed Supply shall be @ 0.5% per week of delay of total PO value in supply subject to a maximum of 10% of total PO value.

In case PO includes more than one machine, the Liquidated Damages shall be @ 0.5% per week of delay on total PO value for the delayed machine.

Loading on account of non-acceptance of Liquidated Damages for delayed Supply shall be as under:

Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply period quoted by him.

For calculating Late Delivery Liquidated Damages, delivery date shall be considered as per following:

**Indigenous Suppliers:**

- a. Delivery Ex-works: - Date of GR /LR
- b. Delivery FOR Transporter Godown: - Date of GR/LR
- c. Delivery FOR Destination: - Date of receipt at BHEL Hardwar (if supply is direct to BHEL).

**4. Evaluation shall be done on Total Landed Cost to BHEL Haridwar.**

Total Landed Cost to BHEL includes Material cost, Freight charges & GST etc.

5. Date of Part-1 Opening shall be considered for Cost Evaluation Process.
6. The evaluation currency for this tender shall be INR.
7. **PERFORMANCE BANK GUARANTEE (PBG):** Performance Bank Guarantee (PBG) valid **for 62 months** beyond the guarantee period by Supplier from any of the Indian branch of Consortium Banks of BHEL or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format in the currency of order. The PBG confirmation charges shall be borne by vendor. This bank guarantee shall have to be submitted before release of last balance payment.

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The PBG should be in BHEL's PBG format and should be from one of the Indian branch of BHEL consortium banks or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL. The PBG confirmation charges shall be borne by vendor. The Performa of Bank Guarantee and the list of BHEL consortium bank are displayed at BHEL website [www.hwr.bhel.com](http://www.hwr.bhel.com).

This should be read and complied in conjunction with Bank Guarantee clause in General Instructions and Standard Term and Conditions for bidding against Tender Enquiry (herein called as GISTC).

Please note that, no deviation in submission of Bank Guarantee is acceptable. The offers of the vendors not agreeing to submit PBG is likely to be rejected by BHEL and no further communication in this regard will be entertained.

Please note that claim date shall be three months beyond the expiry of the guarantee period so PBG shall be required **for 62 months** in this case.

## 8. Settlement of Disputes:

If any dispute, controversy or claim arising out of, relating to, or in connection with, this contract, or the breach, termination or validity thereof, arises, both parties hereto shall endeavor to settle such dispute amicably. Should this attempt fail, the disputes between the parties shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts (which attempt shall continue for not less than 30 days); give 30 days' notice, in writing, invoking arbitration and calling upon the other party to constitute the tribunal as provided.

All or any such disputes or differences arising between the parties to this contract shall be referred to an Arbitral Tribunal consisting of single arbitrators. Sole arbitrator shall be appointed on mutually agreed by both the parties.

The place of arbitration shall be New Delhi for foreign vendors. The language of arbitration shall be English. The substantive law applicable to the substance of the dispute shall be the Indian Law. GISTC clause may be referred for this clause.

For Indigenous Source. The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction.

**Conciliation Clause:** Model conciliation clause for conduction conciliation proceedings under the BHEL conciliation scheme, 2018 (enclosed as Annexure- D) will be applicable against this enquiry. Kindly confirm.

**Arbitration Clause:**

In case of any dispute arising out of or 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 the contract shall be the substantive Law of India.

**9. Risk Purchase Clause**

In case of delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in the Purchase Order the purchaser 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. Vendor does not agree to above risk purchase clause; their offer is liable to be rejected. In case any vendor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL. Vendor to refer and comply GISTC for details of this clause.

**10. Force Majeure Clause**

- a) Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc.
- b. The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate the contractor for expenses.
- c. Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months.
- d. Evidence for this would be "Force Majeure" certificate issued by chamber of commerce of the concerned country.

**11. War Like Situation**

If the war like situation has developed in a country where a vendor's works involved in this tender is located or there is political instability and Indian Embassy located in that country forbids dealing with the said vendor or advises for not having any business dealing with vendor located in such zone / region/ country, then BHEL reserves the right not to consider the offer of such a vendor or to cancel the order in case the order has already been placed and suspend further dealings till normalcy in the country/ region is confirmed by Indian Embassy.

**12. Taxes & duties**

GST Registration Number

Address of Principal place of Business

Type of Business

HSN Code, its description & rate of applicable GST for the offered material

Whether registered under Composite scheme of GST (Y/N).

It should be noted that the evaluation of the offers shall be done considering the taxation/benefits as applicable under GST.

Please submit your GST registration certificate.

Note: TDS as per Statutory guidelines will be deducted at source. Kindly submit your offer accordingly.

### **13. Purchase Preference for (Make in India)**

For this procurement, the local content to categorize a supplier as a Class-I supplier / class-II local supplier / Non-local supplier and purchase preference to class -I local supplier, is as defined in public procurement (preference to make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT".

The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification (Format enclosed) that the item offered meets the minimum local content and shall give details of the location (s) at which the local value addition is made.

**14.** Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT I contract, from the bills along with due interest.

**15.** The Bidders has to declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies / guidelines.

16. In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account.

Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.

Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the offer.

Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the offer.

**17.** The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

18. Delivery Period: Delivery period shall be 45 days from the date of PO.

19. **ATTENDING TO ANY COMPLAINT DURING WARRANTEE PERIOD:** Vendor will have to ensure deputation of their people for commissioning or for attending to any complaint during Warrantee period within 6 days of intimation.

In case of delay BHEL will be within their rights to get the job completed at the risk and cost of the supplier.

20. Purchaser i.e. BHEL, Haridwar reserves the right to cancel this GEM Custom Bid Tender Enquiry at any stage of Tender Enquiry but, before Purchase Order Placement on GeM Portal. BHEL Haridwar shall not be liable to any of the bidder/or any other agencies to tell the reason for cancellation of this GEM Custom Bid Tender Enquiry. In this matter the decision of Purchase which is BHEL Haridwar shall be final and can't be challenged in any court of Law.

21. GST Input Tax Credit shall be applicable for this tender as per clause no. 07 of Purchase Indent.

22. Pre-Dispatch Inspection (PDI) is not required.

23. Participating bidders must reply against each point of BHEL Technical Specification.

24. Warrantee period is required for 01 year on Air Conditioner and 05 years on its compressor from the date of receipt of material at BHEL-Haridwar.

25. Early Delivery is acceptable.

26. Test Certificates are not required.

27. HSN code of item is 8415.

28. No spare and special tools are required as per clause no. 08 of Purchase Indent.

29. Operation and Maintenance manual along with Instruction Manual is required as per Technical Specifications of this tender enquiry.

30. Suppliers are requested to send point wise reply to BHEL Technical Specification.

31. Technical Specification along with PQR, above mentioned Special Terms and Conditions of this tender enquiry shall prevail where any contradiction arises with GeM terms and conditions.

32. Years of Past Experience Required selected as 1 and Past Performance selected as 10 in this GeM Tender shall not be applicable for this GEM Bid. Bidders are requested to kindly ignore these two parameters in this GEM bid and these two parameters shall not be considered for Tender Evaluation. Bidders are requested to quote the item as per Technical Specification, PQR and Special Terms and Conditions as mentioned in this GeM bid.

33. Price Bid Validity shall be 180 days from the date of part-1 opening.

34. This Special Terms and Conditions shall prevail for commercial parameters for this Tender Enquiry, if any contradiction arises.

35. **For any kind of queries related to this tender enquiry, kindly contact undersigned on [sanjay.singh@bhel.in](mailto:sanjay.singh@bhel.in) and +919899095970/01334281147.**

## 9. Warranty

Warranty period of the supplied products shall be as given in specifications 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.

## 10. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

## 11. Generic

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price: AS PER TECHNICAL SPECIFICATION AND CURRENT INDUSTRY PRACTICE. .

## 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---