



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED
कॉर्पोरेट ज्ञानार्जन एवम् विकास, नोएडा
CORPORATE LEARNING AND DEVELOPMENT, NOIDA
क्रय अनुभाग / PURCHASE SECTION

TENDER ENQUIRY

Tender Enquiry Ref. No.: AA/CLD/2022-23/PUR/R&GR/AC/01

Date: 27.02.2023

M/s Blue Star Limited
Elegance Tower, 1st Floor,
Jasola District Centre,
New Delhi - 110025

TENDER SUBMISSION DATE UPTO: 06/03/2023 (15:00 Hrs)
TENDER OPENING DATE: 06/03/2023 (15:30 Hrs)

Sub: Repair & Gas refilling of 2X13.5 TR Blue Star Ducted Split Inverter at GF Kalam Hall in CLD-HRDI premises, BHEL, Noida

Dear Sir/Madam,

We are pleased to invite offer for Repairing & Gas refilling of 2X13.5 TR Blue Star Ducted Split Inverter at GF Kalam Hall in CLD-HRDI premises, BHEL, Noida. Please submit your most competitive bid with acceptance of our terms and conditions mentioned below. You are requested to submit your sealed bid so as to reach this office on or before **15:00 Hrs on 06/03/2023** in the manner explained below. BHEL will not be responsible for any delay in receipt of tender(s), sent by post/ courier. All corrigenda, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on website <http://www.bhel.com> and <http://eprocure.gov.in/cppp/> only. Bidder should regularly visit website to keep themselves updated. Any clarification regarding NIT, if required, should be sought from the undersigned before the tender submission due date. Bid received late shall be ignored. Bid of the Tender will be opened in this office at **15:30 Hrs on 06/03/2023** in the presence of the representative of the bidder who may choose to be present.

The bid shall be sent by post/ courier or dropped in the Tender Box placed at **Room no. 103 (First Floor), Human Resource Development Institute (HRDI), Corporate Learning and Development (CLD), Bharat Heavy Electricals Limited (BHEL), HRD & ESI Building, Plot No. 25, Sector – 16A, NOIDA – 201301 (U.P.)**

Procedure for submission of sealed tender:

The tender will be based on Single Part Bid System. Techno-Commercial & Price Format shall be submitted together in a single sealed cover and it shall be super scribed with Tender no., Due date & Time and submitted to this office. The Quotation should reach this office at the following address, latest by **15:00 Hrs on 06/03/2023**.

Single part bid shall consist of the following:

- Duly filled, signed & stamped copy of **Annexure- 2, 3, 4 & 5** with all supporting documents.
- A copy of complete NIT/ Tender Enquiry along with corrigendum, if any, where each page is signed & stamped by the bidder.
- PRICE Bid:** Price bid containing PRICES in price format only is to be submitted, enclosed as **Annexure-1**. Prices shall be quoted in Indian Rupees only. Bidder shall give details of Applicable Taxes (between Bidder & BHEL as asked in the Price Bid Format) clearly. Any changes in these Applicable Tax rates by the Government during the complete contract period will only be payable as per actuals, subject to

(Signature)
27/2/23

Tel.: 0120-2416354, Mob. 9650384399, E-mail rajivkgupta@bhel.in, Home Pg. www.bhel.com
HRD & ESI Complex, Plot No. 25, Sector-16A, NOIDA-201301, Gautam Budh Nagar (U.P.)
Regd. Office: BHEL House, Siri Fort, New Delhi-110049



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- iv. submission of documentary evidence. Any other taxes, duties, levies and charges assessed on the bidder by local, national or any statutory authorities will not be payable by BHEL.

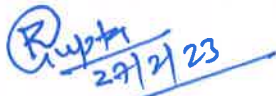
Tender documents can be downloaded from BHEL Website <http://www.bhel.com> and e-CPP Portal <http://eprocure.gov.in/cppp/>. Any future addendum/corrigendum to the tender will be uploaded on BHEL website and e-CPP portal only. Bidder is requested to refer above websites periodically for latest information about the tenders before submission of their bid.

Offer of the bidder, who are on the banned list, as also the offer of the bidder who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com

The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

BHEL reserves the right to accept or reject any tender without assigning any reason thereof.

For and on behalf of BHEL


27/2/23

Rajiv K. Gupta
Engineer (CLD Trg. & Pur.)

Annexures:

1. Scope of Work cum Price Format (Annexure-1)
2. Special Terms & Conditions of the Contract (Annexure-2)
3. General Terms & Conditions of the Contract (Annexure-3)
4. Declaration of GST Benefits (Annexure-4)
5. No Deviation Certificate (Annexure-5)





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Annexure- 1

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Scope of Work-cum-Price Format

Sl. No.	Scope of Work- Particulars	Unit	Qty.	Unit Rate (Rs.)	Amount (Rs.)
1.	Charges for R-22 refrigerant	KG	22		
2.	Charge towards one or more time Pressure testing, Vaccumizing, re-commissioning of 8TR*1 and 5.5TR*2 circuits	Nos.	3		
3.	GRAND TOTAL (excluding GST)				
4.	GST@18%				
5.	GRAND TOTAL (including GST)				

Note: Evaluation of bid shall be done on overall lowest cost to BHEL basis i.e. S. No. 3 of Price Format as above.

Signature of the bidder:

Name:

With Institution/bidder Seal:

Date:

Rupin
27/2/23



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Annexure- 2

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SPECIAL TERMS & CONDITIONS OF THE CONTRACT

1. **Duration of the Contract/ Completion Period** – The works of Repairing & Gas refilling of 2X13.5 TR Blue Star Ducted Split Inverter at GF Kalam Hall in CLD-HRDI premises, BHEL, Noida should be completed within 2 (Two) weeks from the date of award of Work Order.
2. **Payment Terms** – On receipt of invoice, payment will be made within 30 days after duly certified by BHEL Engineer In-charge for satisfactory completion of works/contract by the party.
3. **Penalty terms/ Liquidated Damages (LD)** – Applicable at the rate of 0.5% per week of delay in completion of works subject to a maximum of 10% of the total value of the contract will be levied. LD will be recovered from the bill.
4. The price quoted in the PRICE FORMAT of the NIT, shall remain firm (fixed) for the entire contract duration.
5. Bidder to submit "No Deviation Certificate" as specified in Annexure-5.

Rajiv Gupta
27/2/23



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Annexure- 3

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1. Tenderer is advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with full understanding of the implications thereof.
2. This tender specification as a whole, furnishing all the details and other documents as required in the following pages, shall be **duly signed & stamped** and sent in a sealed cover super scribing the name of Tender as a given in the tender notice.
3. Tender can either be deposited/submitted in tender box in person or sent by Courier/ Registered/ Speed Post to the address mentioned in NIT. It shall be Institute's/bidders' responsibility to ensure that tender is delivered in time. Tender submitted by post shall be sent as "REGISTERED POST ACKNOWLEDGEMENT DUE". The tender received after the due date and time of submission shall be rejected. Offer received by any other mode as mentioned above, may not be considered.
4. Name of Institute's/Bidder's dealing person with Contact No(s), Email ID and Address of correspondence shall be provided in the bid.
5. Tender shall be opened at the time and date as specified in the tender notice in the presence of such of those tenderer or their authorized representative who may be present.
6. No correspondence shall be entertained from the tenderer after opening of Part-II (Price bid), except clarifications (if any) asked by BHEL in writing.
7. Only one representative of the Institute/bidder will be permitted to be present for tender opening. The representative to be present for tender opening should have proper authentication/Photo Identity Proof which needs to be produced on demand by BHEL.
8. The tenderer shall closely peruse all the terms & conditions and clauses & specifications indicated in the tender documents before quoting. If the tenderer has any doubt about the meaning of any portion of the Tender Specifications or find discrepancies/ omission or the tender documents issued are incomplete or shall require clarification on any of the aspect/ scope of work etc., tenderer may contact the authority inviting the tender for clarification before the submission of the tender.
9. Tenderer must fill up all the Annexures and furnish all the required information as per the instructions given in various sections of the Tender Specifications. **Each and every page of the Tender Specifications must be SIGNED, STAMPED AND SUBMITTED along with THE OFFER by the Tenderer in token of complete acceptance thereof.** The information furnished should be correct & complete.
10. **ACKNOWLEDGEMENT OF ORDER:** Institute/Bidder should countersign & return back, as token of acknowledgement, the LOA/ Work Order issued by BHEL within 7 days of its receipt. Institute/Bidder should examine the LOA/ Work Order immediately upon receipt and bring to the notice of BHEL, within 7 days of receipt, any discrepancy with regard to scope of work, rates, taxes & duties, agreed terms & conditions etc. for rectification, if any. If the Institute/Bidder fails to give such intimation within seven days, it shall be deemed that no discrepancy has been found in the LOA/ Work Order.

Rajiv Gupta
27/2/23

Tel.: 0120-2416354, Mob. 9650384399, E-mail rajivkgupta@bhel.in, Home Pg. www.bhel.com
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11. The tenderer shall quote the rates in English Language and international numerals. Those rates shall be entered in figures as well as in words. In case of difference in rates between words and figures **THE LESSER OF THE TWO** will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.
12. All entries in the tender shall either be typed or be written in ink. Erasers and over writing are not permitted and may render such tenders liable to rejection. All cancellations and insertions shall be duly attested by the tenderer.
13. **Evaluation Criteria:** Evaluation shall be on the basis of delivered cost (i.e. "total cost to BHEL") as mentioned in the Price Format.
14. **TAXES AND DUTIES:**
 - a) Price shall be all inclusive, except GST. The amount towards GST shall be indicated separately as specified in the price format.
 - b) To enable BHEL to avail GST input tax credit, vendor shall submit GST compliant invoice containing all the particulars as stipulated under Invoice Rules of CGST Rules, 2017 as amended from time to time. Such invoice shall be submitted within prescribed time limit in the name of BHEL, Corporate Office, BHEL House, Siri Fort, New Delhi or as directed by the paying authority from time to time.
 - c) Vendor to submit the copy of GST returns along with the bill, so that timely input tax credit can be availed by BHEL.
 - d) Digital tax invoice shall be preferred.
 - e) To protect BHEL's interest for GST input tax credit, GST portion amount shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by vendor within the stipulated time for the relevant period and tax amount thereon has been paid by vendor to Govt. within the stipulated time for the relevant period as per GST Law.
 - f) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit. In case of any loss to BHEL on account of non-compliance by vendor, the same shall be to vendor's account. BHEL has a right to take necessary steps to protect its interest at the time of release of payment.
 - g) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
 - h) While making the payment, statutory deductions as applicable, shall be made by BHEL. Payment to the vendor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the vendor by BHEL.
 - i) Applicable GST shall also be recoverable from the vendor in case of LD recovery/penalty on account of breach of terms of contract.
 - j) Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with

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27/2/23



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- nomenclature — CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code/ SAC (Services Accounting Code) etc.
- k) The contractor has to give an undertaking that GST as mentioned in the invoice has been/will be paid and also file return as per respective extant rule.
15. **VALIDITY OF OFFER:** The offer/quotation/bid shall be kept open for acceptance for a minimum period of 90 days from the date of opening of tenders. In case BHEL calls for negotiations such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the tenderer.
16. **TERMINATION OF CONTRACT:** BHEL shall have the right to terminate the Order/Contract, wholly or in part, in case they are obliged to do so on account of any deviation, decline, diminution, curtailment or stoppage of any terms & conditions of the Contract, with due information to the Institute/Bidder.
17. **SETTLEMENT OF DISPUTES:** Any dispute or difference shall be, to the extent possible, settled amicably between BHEL & Institute/Bidder, failing which the disputed issues shall be settled through arbitration. Institute/Bidder shall continue to perform the order/contract, pending settlement of dispute(s).
18. **ARBITRATION AND CONCILIATION:**
- a) Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach termination, validity of execution of the Contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the Contract; or in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at New Delhi. The cost of arbitration shall be borne as per the award of the Arbitrator.
- Subject to the arbitration in terms of Clause above, the Courts at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.
- Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either party in terms of this Contract.

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b) In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party for arbitration to the sole arbitrator in the department of public enterprises to be nominated by the secretary to the Government of India in-charge of the Department of Public Enterprises. Arbitration and Conciliation Act 1996 shall not be applicable to arbitration under this clause.

The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

(R) Gupta
27/2/23



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Annexure- 4

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Declaration of GST Benefits

To Whom so ever it may concern, I hereby on behalf of my organization declare that I have quoted the rates considering the benefits of Goods and Service Tax (GST) including Input Tax Credit (ITC) in the Price Bid.

(Signature & seal of the bidder)

Place:

Date:

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14/2
27/2/23



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Annexure- 5

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NO DEVIATION CERTIFICATE

THIS IS TO DECLARE THAT WE DO NOT HAVE ANY DEVIATIONS IN THE STIPULATIONS OF YOUR TENDER AND ACCORDINGLY ACCEPT ALL THE STIPULATIONS WITHOUT ANY RESERVATIONS WHATSOEVER. WE HEREBY UNDERTAKE AND CONFIRM THAT WE HAVE UNDERSTOOD THE SPECIFICATIONS PROPERLY AND SHALL BE PROVIDING THE SERVICES MENTIONED IN THIS TENDER ENQUIRY.

Signature of the bidder
With Institution/Bidder Seal

Name:

Designation:

Company's name:

Address:

Date:

(Rajiv Gupta)
27/2/23