



**BHARAT HEAVY ELECTRICALS
LIMITED ASSCP Gurugram-122003**

RD: DP: MPX: F-04
Ref: 99193012

ENQUIRY

Date 14.06.2019

To
OFFICE COPY

Enquiry for- 5.5 TR Air cooled condensing unit

Enquiry No: 99193012

Enquiry Date: 14.06.2019

Due Date: 15-07-2019

Sl. No.	Item Description	Specification
1	Supply and installation of 5.5 TR Air cooled condensing unit	As per enclosed Annexure 1

Please submit your quotation for the above material in sealed cover super scribed with enquiry no, enquiry date and due date subject to our enclosed terms and conditions. The quotations shall reach us on or before the due date by 12 noon. The tenders can also be dropped in the tender box kept at the security gate, ASSCP. In case you are not in position to submit the offer, please send reply suitably specifying the reasons.

Sl. No.	Description	Document Ref.
1	Enquiry, PQC, General Terms & Conditions, Commercial Terms & Conditions etc.	Volume - 1
2	Technical specifications, Scope of Supply etc.	Volume - 2

Ashish Kumar
Sr. Engineer (PME)

	ENQUIRY & QUALIFYING CRITERIA	Volume - 1 Enquiry No 99193012
Enquiry for- 5.5 TR Air cooled condensing unit		

1	Tender inviting officer / Authority, Designation and Address	Sr. DGM BHEL ASSCP Gurugram Faridabad Highway, Gwalpahari Gurugram -122003
2	Item Description -	5.5 TR Air cooled condensing unit
3	Enquiry Reference no.	99193012
4	Indicative Delivery Date	One Month
5	Due date, Time and place for submission of tender	15-07-2019 upto 12 noon. Sealed Quotations shall be addressed to Sr. DGM BHEL ASSCP Gurugram Faridabad Highway ,Gwalpahari Gurugram -122003 Quotations can also be deposited in the Tender box located at Security Gate of BHEL ASSCP BHEL shall not be responsible for any postal/courier delay
6	Place, Date and time of Tech.Bid opening	Tender Opening Cell BHEL ASSCP. 15-07-2019, 2 PM
7	Mode of Submission of Tender	Please submit your offer in one common sealed cover containing two parts in separate sealed covers as detailed below. 1) First Cover shall contain: Signed General Terms & Conditions (GTC) Filled and Signed Commercial Terms & Conditions (CTC) Filled and Signed Vendor Specifications against BHEL Spec Signed commercial bid Copy of Price-bid with price(s) cells blank (un-priced price bid) 2) Second cover shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man day or charges per engineer per day etc. If the price bid was found later to be different from the unpriced price bid format in any way, the offer will be rejected summarily. The rates shall be quoted both in figures and in words. The offers can also be submitted through e-mail and have to be sent in PDF format (files with PDF extension only). Files having extensions other than PDF like RAR, EXE, JPEG etc. and with external links will not be considered. They have to be sent to e-mail id: asscptender@bhel.in' only. Copies should not be marked to anyone. If the offers are marked to anyone other than to asscptender@bhel.in, their offer will not be considered. The e-mail offers should have two attachments. 1) One attachment shall contain Signed General Terms & Conditions (GTC) Filled and Signed Commercial Terms & Conditions (CTC) Filled and Signed Vendor Specifications against BHEL Specifications (Item wise) Signed commercial bid Copy of Price-bid with price(s) cells blank (un-priced price bid) The subject of the e-mail should contain Enquiry No, Enquiry Date and Due date.

**GENERAL TERMS & CONDITIONS (GTC)**Volume - 1
Enquiry No
99193012

Enquiry for - 5.5 TR Air cooled condensing unit

SL.No.	Clause	BHEL REQUIREMENT
1	Preferences to MSEs	Preferences as mentioned in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 shall be given to Micro and Small enterprises. Main points which are mentioned in the above Policy are as follows: 1) In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply at least 20 percent of total tendered value provided that the tendered quantity is divisible into two or more orders and adequate for the purpose; all qualifying bidders have agreed for acceptance of part-order quantity and participating MSE matches the L1 rate. 2) In case that two or more MSEs are within the L1 +15% band, all such MSEs will be offered the opportunity to match the L1 rate and 20% of the order will be shared equally by them. 3) Where the MSE is SC/ST owned, they shall be exclusively awarded a share of 4% of the above 20% in addition to equally sharing the balance 16% with other non-SC/ST MSEs . 4) In case of more than one SC/ST MSE matching the L1 price, they shall equally share 4% of the order , and additionally share the balance 16% with other non-SC/ST MSE bidders. 5) Up to 4% of the tendered quantity shall be procured from MSE's owned by SC/ST's at L1 price. Failure to participate by any MSE owned by SC/ST's this quantity shall be procured from other MSEs. 6) Above preferences are for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. An MSE Unit will not get any purchase preference over another MSE Unit. 7) MSE bidders must submit registration certificates from bodies specified by the Ministry of MSME. 8) SC/ST owned enterprises (i.e. SC/ST proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies) shall additionally submit relevant SC/ST certificates issued by any of the following: District/Additional District Magistrate /Collector/Deputy Commissioner/ Additional Deputy Commissioner/Deputy Collector/1st Class Stipendiary Magistrate/Sub-divisional Magistrate / Taluka Magistrate / Executive Magistrate/ Extra Assistant Commissioner Chief Presidency magistrate /Additional Chief Presidency magistrate /Presidency magistrate Revenue Officer not below the rank of Tehsildar Sub-divisional Officer of the area where the individual and/or his family normally resides a. The registration shall be valid as on date of placement of order. A self- attested photocopy of the relevant certificate shall be submitted as a support document. b. The registration must be for the items/category of items /services relevant to the tendered items/category of items/services All these benefits are subject to production of all statutory documents as per General Terms & Conditions (GTC) of enquiry along with Udyog Aadhaar Number
2	Preference to Make in India	For this procurement, Public Procurements (Preference to make in India), order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO/ WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable. Default margin of purchase preference shall be 20% to local suppliers with default minimum local content of 50%.
3	General	a. All offers must include name of the contact person, phone no/mobile no, Fax no, email-id. Unsigned offers are liable for rejection. b. Where ever vendor registration form and EFT details have been submitted earlier, the same need not be submitted again unless there is a change. c. L1 status shall be decided on Cost to BHEL Basis.
4	Late Tenders	Tenders received after due date/time(12:00hrs) will not be considered

5	Discrepancy in words and figures	(a) If, in the price structure quoted for the required goods/ Services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly. (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c). If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above. (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
6	Two Part bid clarifications	In the case of Two-part bid, the vendor should furnish technical and commercial clarifications, if any, within stipulated time mentioned, failing which, it will be construed that the vendor is not interested in the tender and BHEL shall not consider the offer for further evaluation.
7	Price Impacts	In the event of any bidder, after finalizing the technical specifications and scope of supply, opting to revise their original bid, they have to submit the Price-Impact only. The Original price bid along with Price-Impact bid shall be opened during price bid opening. Unsolicited price impacts will not be considered.
8	Price bid evaluation	All offers in price bid opening shall be evaluated in Indian currency based on unit price, packing & forwarding, taxes/duties, freight charges if any, exchange rate. Loading due to non-acceptance of our standard commercial terms will be evaluated as per the LOADING FACTORS form as enclosed along with the enquiry.
9	Packing	The supplier shall be responsible for the goods being properly and adequately packed so as to prevent any loss, damage or deterioration during transit.
10	Withdrawal	In case the supplier withdraws their offer before placement of order, BHEL reserves the right not to send next enquiry(ies). In case the supplier withdraws the quotation after its acceptance by BHEL or fails to supply the goods as per the terms and conditions of contract, or at any time repudiated the contract wholly or in part, BHEL shall be at liberty to cancel the Purchase Order and to recover from the supplier the extra cost and other loss, incidentals due to the breach of contract on the part of the supplier through risk purchase.
11	Risk Purchase	In case of default/late delivery, BHEL reserves the right to make alternate arrangement for procurement at suppliers risk and cost.
12	Banned List	The offers of the bidders who are in the banned list and the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com . Guidelines for suspension of business dealings with suppliers/contractors are available on www.bhel.com under supplier registration page
13	Over All L1	Order will be placed on overall L1 basis. Vendors should quote for all items, otherwise the offer will be rejected.
14	Additional Information	Suppliers are requested to visit our web site regularly for any updates and additional information, "All corrigenda, addenda, amendments, time extensions clarifications, etc. to the tender will be hosted on BHEL website only". The corrigendum will not be published in newspaper.
15	Arbitration	Subject to the jurisdiction of Gurugram, Haryana, India in respect of any suit or other legal proceedings relating this contract.
16	Micro Small Enterprises (MSEs)	MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with CA certificate (Format as below) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) Where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents. Certificate by chartered Accountant on letter head This is to certify that M/s(hereinafter referred to as 'company') having its registered office at is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part- II) dtd....., Category..... (Micro/Small). (Copy enclosed). Further verified from the Books of Accounts that the investment of the company as on date..... as per MSMED Act 2006 is as follows: 1. For manufacturing Enterprises: Investment in plant and machinery (i.e. Original cost excluding land and building and the items specified by the ministry of small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006. 2. For Service Enterprises : Investment in equipment (Original cost excluding land and building and

		furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: Rs..... Lacs The above investment of Rs..... Lacs is within permissible limit of Rs..... Lacs for.....Micro/Small (Strike off which is not applicable) Category under MSMED Act 2006. Date: (Signature) Name- Membership number -- Seal of Chartered Accountant
18	Destination	Destination shall be ASSCP, BHEL, Gurgaon (Near New Delhi), Haryana - 122003.
19	Fraud Prevention Policy	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 http://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.
20	Signing & Stamping	Documents of BHEL's all Terms and conditions submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder
21	EMD	Nil
22	Security Deposit	Nil

Documents submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder

Read and agreed for all the above general terms and conditions

Signature of the bidder with Seal & Date

**COMMERCIAL TERMS & CONDITIONS (CTC)**Volume - 1
Enquiry No
99193012

Enquiry for - 5.5 TR Air cooled condensing unit

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Late Delivery Penalty Clause	Failure to supply the goods and/or Failure to carry out the services within the stipulated delivery date will attract a penalty of 0.5% per week to a maximum of 10% of the total order value. The Penalty amount determined based on the delay in supply/services along with applicable GST thereon shall be recovered. In case of non-acceptance to this LD Clause, 10% of basic cost will be loaded on the quoted prices while cost comparison.(Please refer the enclosed 'Loading Factors' sheet).	
2	Payment terms for Indian Offers	Vendor to indicate appropriate applicable HSN code for Goods as well as SAC for services based on Inter/Intra state. In case the bidder has opted for composite GST scheme, the same may be stated explicitly in both and Techno-Commercial & Price bids. BHEL will pay only basic price to the vendor and release the GST payment only when the proof of remittance is given.	
3	Two part	Please submit your offer in one common sealed cover containing two parts in separate sealed covers as detailed below. 1) First Cover shall contain: a. Signed General Terms & Conditions (GTC) b. Filled and Signed Commercial Terms & Conditions (CTC) c. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise) d. Signed commercial bid e. Copy of Price-bid with price(s) cells blank (un-priced price bid) as per annexure 2) Second cover shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc. as per annexure. If the price bid was found later to be different from the unpriced price bid format in any way, the offer will be rejected summarily. The rates shall be quoted both in figures and in words. The offers can also be submitted through e-mail and have to be sent in PDF format (files with PDF extension only). Files having extensions other than PDF like RAR, EXE, JPEG etc. and with external links will not be considered. They have to be sent to e-mail id: asscptender@bhel.in only. Copies should not be marked to anyone. If the offers are marked to anyone other than to asscptender@bhel.in their offer will not be considered. The e-mail offers should have two attachments. 1) One attachment shall contain a. Signed General Terms & Conditions (GTC) b. Filled and Signed Commercial Terms & Conditions (CTC) c. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise) d. Signed commercial bid e. Copy of Price-bid with price(s) cells blank (un-priced price bid), as per annexure 2) Second attachment shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc. as per annexure. The subject of the e-mail should contain Enquiry No, Enquiry Date and Due date.	
4	Validity of Offer	90 days from date of techno-commercial bid opening.	
5	Price basis	The prices shall be firm for entire period of contract. The suppliers shall indicate packing and forwarding charges, if any, separately. All suppliers shall quote the lowest prices on 'free delivery at BHE ASSCP Stores or F.O.R destination' basis only.	

8	Delivery Period	FOR INDIAN SUPPLIES: ===== Suppliers are requested to quote within the delivery date mentioned in the enquiry. They shall also mention one of the following delivery periods compulsorily. 1) Delivery Period from date of Purchase order ===== 2) Delivery Period from receipt of material / input data / drawings etc. from BHEL===== (if applicable) 3) Delivery Period from receipt of approval of design documents / drawings etc. by BHEL===== (if applicable) However, BHEL shall inform the vendor about rejection of the offer before price bid opening in case of not meeting the delivery requirements of BHEL.	
10	Nature of Vendor submitting the Offer	OEM / Agent / Representative / Dealer / Distributor / Stockiest / Trader / Reseller / Channel Partner/ System Integrator / Any Other (Pl. Specify)	

Ne: All the clauses of the above format should be filled and submitted with the Techno Commercial Bid (Part-1). The filled in BHEL Commercial terms & Conditions format submitted with technical bid, responding to all the clauses duly signed with seal **only shall be considered**. Any other Commercial terms & conditions of bidders entered elsewhere in their offer shall not be considered and are liable for rejection.

Read and understood the above commercial terms and conditions

Signature of the bidder with Seal & Date

	OTHER TERMS & CONDITIONS	Volume - 1 Enquiry No 99193012
Enquiry for - 5.5 TR Air cooled condensing unit		

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Technical queries	Contact Mrs. Archana Budiya ; Dy. Manager (Ph: 9654200520), Email id archanab@bhel.in for any technical queries.	
2	Payment Term	100% Payment will be made within 30 days by electronic fund transfer / RTGS with bank charges, if any, to supplier's account (submit EFT format as enclosed, if not submitted) from the date of receipt and/or completion of services, subject to acceptance of the goods and/or services at destination.& payment of GST against submission of proof and reflection of the same in GSTR-1.	
3	Details required	IT Permanent Account No. (PAN): GSTIN Registration Status: Tax type: CGST/SGST/IGST/UGST GSTIN No: GSTIN No. Issuance Date : Provisional/ Final Registration : Name of the Contact Person : Contact Phone / Mobile : Email id for correspondence : Address with PIN code and State: HSN code, service account code.	
4	TDS/Withholding tax	TDS/Withholding tax shall be deducted as per statutory norm	

Signature of the bidder with Seal & Date

**OTHER TERMS & CONDITIONS**Volume - 2
Enquiry No
99193012

Enquiry for - 5.5 TR Air cooled condensing unit

SL. No.	Item	Item Specification	Quantity	Remark
1.	5.5 TR Air cooled condensing unit with single circuit	5.5 TR Air cooled condensing unit with single circuit Preferred Make: Blue star LG Carrier Samsung Hitachi Voltas	1 No.	
2.	Lifting, shifting, positioning and installation of 5.5 TR ductable unit		1 No.	
3.	Pressure Testing, vacuumizing and commissioning of 5.5 TR condensing unit		1 No.	
4.	Supply and Installation of drier filter for liquid line	Drier filter	1 No.	
5.	Supply of refrigerant R-22	Refrigerant R-22	5 Kg	

LOADING FACTORS



NOTE : IN CASE OF DEVIATION TO BHEL TENDER SPECIFIED TERMS, LOADING FACTOR INDICATED IN FOLLOWING TABLE WILL BE APPLIED TO QUOTED PRICE WHILE EVALUATING THE LOWEST QUOTE

A. FOR INDIGENOUS PURCHASES					
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
A.1	SUPPLY/COMPLETION OF WORK	PAYMENT TERMS	100% PAYMENT, WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL ASSCP	SAME	NIL
				PAYMENT AGAINST PROFORMA INVOICE / DESPATCH DOCUMENTS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE TOTAL PO VALUE FOR ONE MONTH
				FULL ADVANCE PAYMENT WITH BANK GUARANTEE	LOADING @ ((SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE TOTAL PO VALUE FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH
				PART ADVANCE (X%) PAYMENT WITH BANK GUARANTEE AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL	LOADING @ ((SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH
				PART ADVANCE (X%) PAYMENT WITH BANK GUARANTEE AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT FOR ONE MONTH

C. PENALTY FOR DELAYED DELIVERY (COMMON FOR INDIGENOUS AND IMPORTS)				
SLNO	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
C	LD CLAUSE	IN THE EVENT OF DELAY IN AGREED CONTRACTUAL DELIVERY, PENALTY OF 0.5% (HALF PERCENT) PER WEEK BUT LIMITED TO A MAX OF 10% OF TOTAL ORDER VALUE WILL BE APPLICABLE	AGREED	NIL
			IF NOT AGREED	LOADING @ 10% OF THE BASIC MATERIAL COST
			IF AGREED FOR X%	LOADING @ (10-X)% OF THE BASIC MATERIAL COST
D. GUARANTEE/WARRANTY PERIOD (COMMON FOR INDIGENOUS AND IMPORTS)				
SLNO	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
D	GUARANTEE/WARRANTY PERIOD	STIPULATED OR REQUIRED GUARANTEE/ WARRANTY PERIOD(X) MINIMUM ACCEPTABLE GUARANTEE / WARRANTY PERIOD(Y)	AGREED	NIL
			NOT AGREED FOR STIPULATED BUT AGREED FOR MINIMUM GUARANTEE/WARRANTY(Y)	LOADING @ 10 % OF THE ORDER VALUE PER ANNUM FOR THE REDUCED GUARANTEE PERIOD (X-Y)

AUTHORISATION LETTER FOR E-PAYMENT/ NEFT / RTGS
(PLEASE FILL UP THE FORM COMPLETELY IN CAPITAL LETTERS ON YOUR COMPANY LETTERHEAD ONLY)

Vendor Code (to be filled by BHEL)	
------------------------------------	--

Type of Request (Tick one)	NEW	CHANGE
1 Company Name		
2 Address		
3 City with PIN Code		
4 State		
5 PAN Number		
6 TIN/ VAT No.		
7 CST No.		
8 Service Tax No.		
9 Name of Contact Person		
10 Mobile number		
11 Ph. no. with STD Code		
12 Fax No. with STD Code		
13 Email ID		
14 Website (URL)		

BANK DETAILS FOR EFT / RTGS

1	Bank Name	
2	Branch	
3	Branch Code	
4	Branch Address	
5	Branch Phone No	
6	Account No.	
7	Account Type: SB/ Current/ other (Specify)	
8	MICR Code	
9	IFSC Code	

I, as an authorized representative / owner of the above named company, hereby state as under:

1. Enclosed here with a cancelled cheque in support of our company's bank details.
2. Authorize BHEL ASSCP, to electronically make payments to the designated bank account with bank charges, if any, to our account.
3. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
4. I hereby certify that the particulars given above are true, complete and correct.
5. This authority remains in full force until BHEL receives and acknowledge written notification requesting change or cancellation.

Date:
Company
Seal

Authorized Signatory
Designation: