

"COURIER"

**Project Engineering
Management**

Bharat Heavy Electricals Limited
(A Govt. of India undertaking)



Enquiry No. PE-LPE/266 Dtd. 17/05/2017

Due Date: 31/05/2017 by 10:00 AM

Open Tender Enquiry

Subject: Procurement of 10 Nos Split ACs (2 Ton, 5 star Rating)

Dear Madam/ Sir,

Most competitive rates are invited from reputed Firm/Authorized Distributor/ Authorized dealer for supply of 10 Nos Split ACs (2 Ton, 5 star Rating) of BHEL PEM Sector 16A Noida. Quotations are invited in two parts in sealed cover with Enquiry no., Enquiry date, Quotation due date & Time, Name/ Address of the Organisation whom submitting the offer legibly super-scribed on it, for the above- mentioned item so as to reach the undersigned before 10:00 A.M. on or before the above mentioned due date.

Delivery: Within 15 days from the date of PO.

Payment Schedule:

- Payment shall be made through NEFT against supply of split ACs received at PEM office and submission of invoice along with specified documents by the vendor.
- Payment shall be made through NEFT against completion of installation and submission of invoice along with specified documents by the vendor.
- Payment shall be made on actual measurement of items like cable, Copper piping, etc required for installation after successful installation of all units and submission of invoice along with specified documents by the vendor.

LD: Failure to make supply/completion of installation within the delivery time as per purchase order will make the vendor liable to an unconditional penalty of 0.5 % (half percent) per week on total basic contract price of the goods & installation or part thereof, subject to a maximum of 10% excluding of taxes, duties and freight.

Evaluation: shall be done on Grand Total (all inclusive) as given in price format Annex-A (refer pg-5 of 5).

Warranty: Warranty including charging refrigerant gas shall be provided for minimum 12 months from the date of installation of air conditioner. The compressor shall have additional warrantee of 4 years (in addition to above warrantee of 12 months on whole unit).

Entry tax @ 2% (as applicable) shall be clearly specified by bidder in case vendor's place of supply is outside U.P.

Validity of Rates: After awarding the work the rates would be firm till the completion of work.

Bank Guarantee / Security deposit: Nil.

Bid Submission: Inviting offers in 2 parts (Part 1: unpriced offer along with commercial terms acceptance,
Part 2: Price bid as per price format).

Pre-qualifying requirements (PQR): Refer NIT Pg 1 of 5. Bidders to submit required documents with bid as a proof of meeting PQR.

All other terms & conditions, Commercial Terms & Conditions and General Terms shall be as per enclosed Annexures-I to VIII & Page 1 of 5

Remarks:

- Evaluation shall be done on Grand total amount (inclusive of taxes & duties) as per given in Price format (Annx. -A).
- Tender and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

Tender Room,

M/s Bharat Heavy Electricals Ltd.,

Project Engineering Management,

Power Project Engineering Institute,

HRDI & ESI Complex,

Plot No 25, Sector-16 A, Noida-201301 (U.P.)

Mob. No- 9650183377, Phone no. 0120--4368574

Thanking You,

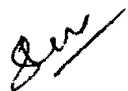
कुणाल रांधी
अभियन्ता (पी.ई.)
बी.एच.ई.एल./पी.ई.एम. (एच.एच.)
Yours faithfully
For and behalf of BHEL,
[Kunal Gandhi/ Sr. ENGR/CMM]

Technical Pre-qualification Requirement :

- i. The Tenderer in case of prime Equipment Manufacturer shall be engaged in manufacturing, supplying, Installation, Testing & Commissioning of Split Air Conditioners in India with same or higher capacity.

OR

- ii. The tenderer in case of Authorised Distributor/Authorised dealer shall submit the valid authorization letter for sales & service from Prime equipment manufacturer.



High wall type split AC units

Scope of Work: The scope of work of the successful bidder / contractor shall comprise but not limited to the following:-

A. Supply of ACs with all the other Accessories

1. After receiving the Purchase Order the party will have to supply complete list of items within one week at consignee's address
2. The split AC units shall be complete with indoor evaporator unit, outdoor condensing units and cordless remote control units.
3. Outdoor unit shall comprise of hermetically/semi hermetically sealed compressors mounted on vibration isolators, propeller type axial flow fans and copper tube aluminum finned coils all assembled in a sheet metal casing. The casing and the total unit shall be properly treated and shall be weatherproof type. They shall be compact in size and shall have horizontal discharge of air.
4. The indoor units shall be high wall type. The indoor unit shall be compact and shall have elegant appearance. They shall have low noise centrifugal blowers driven by suitable motors and copper tube aluminum finned cooling coils. Removable and washable polypropylene filters shall be provided. They shall be complete with multi-function cordless remote control unit with special features like programmable timer, sleep mode and soft dry mode etc.

B. Inspection: On receipt, the goods will be subjected to inspection and our decision regarding acceptability of the items shall be final and binding on the suppliers

C. Installation, Testing & Commissioning:

1. The party will have to complete Installation, Testing and Commissioning of all the ACs within 15 days from the day of receiving Purchase order
2. The installation at Consignee's site shall comprise the following work:
 - i. Mounting/fitting indoor & outdoor units, MS Outdoor stand, voltage stabilizer at the respective locations. All the works related (Civil/Electrical etc.) for mounting of the Indoor & Outdoor Units, MS Outdoor stand, and voltage stabilizer shall be in the scope of the vendor. However, necessary help will be provided by BHEL for mounting/fitting these units.
 - ii. Laying refrigerant piping and connecting both the units (Indoor & Outdoor) after drilling hole/holes in the wall, if required.
 - iii. Insulating the suction pipe with expanded polyethylene foam 5mm tubing.
 - iv. Laying drain pipe to throw out the condensate water being formed in the Indoor Unit
 - v. Leak testing of the entire system.
 - vi. Charging refrigerant gas in the Unit.
3. Power supply will be made available near the unit by BHEL. The vendor will have to make all the connections i.e. between indoor and outdoor, between indoor and stabilizer etc.

D. Servicing: Free servicing shall be provided for minimum 12 months from the date of installation of air conditioner. Firm is also required to send service engineer at 3 times during the warranty period.

E. Warranty: Warranty including charging refrigerant gas shall be provided for minimum 12 months from the date of installation of air conditioner. The compressor shall have additional warranty of 4 years (in addition to above warranty of 12 months on whole unit).

8/11 *9/11*

Technical Specification (Purchase of Split ACs):

A. 2 Ton, 5 Star Split Air Conditioner (The Split AC units shall be of Carrier, Voltas, Blue Star, Hitachi, Mitsubishi, Daikin, LG, or Samsung make)

1. Indoor System

- i. Nominal Capacity : 2 Ton
- ii. Star Rating : 5 Star
- iii. Type: High Wall Type with compact in size and shall have elegant appearance
- iv. Cooling Capacity : 24000btu/Hr
- v. Filters: Removable and washable polypropylene filters
- vi. Electricity input : 230V/50Hz/Single Phase
- vii. Max. Ambient temperature : 48° C ± 5%
- viii. Noise Level : Less than 45 db

2. Outdoor System

- i. Compressor unit: Hermetically/semi hermetically sealed compressors mounted on vibration isolators, propeller type axial flow fans and copper tube aluminum finned coils all assembled in a sheet metal casing.
- ii. Size: Compact and shall have horizontal discharge of air
- iii. Noise Level : Less than 55 db
- iv. Electricity input : 230V/50Hz/Single Phase
- v. Warranty: All compressors shall have minimum 5 years Warranty from the date of Installation/Commissioning

3. Function modes : Auto/Cool/Fan/Dry – shall have sleep and power saving modes

4. Other features

- i. Automated vertical swing for horizontal louvers
- ii. Antifreeze thermostat
- iii. Body surface finish : powder coated/high quality paint finish
- iv. Air filtering unit : Activated carbon cartridge, dust proof and antibacterial filter
- v. Remote handset : LCD display with night glow

B. Voltage Stabilizer (V-Guard/Blue Bird Make):

Qu

VH

1. Rating/Capacity : 5 KVA with ISI quality certification and rating that matches with the power rating of the A/C unit.
2. Type : Wall mounting type
3. Input Voltage : 170 V - 270V
4. Output Voltage: 200V –240V
5. Output High Voltage cut off : 240V
6. Efficiency : >95%
7. Frequency : 50 Hz
8. Calibration Accuracy: $\pm 2.5\%$
9. Warranty : 03 Years from the day of Installation/Commissioning

C. **Refrigerant Piping**: Should be of Standard quality Copper with Thermally Insulated between Indoor Unit (Evaporator) and Outdoor Unit (Condenser)

D. **Outdoor Stand**: MS Outdoor Stand coated with anti-rusting adhesives with water proofing facility

E. **PVC Drain Pipe**: Good Quality drain pipe with all the connectors & joints

F. **Electrical Cable**

1. Rating/Specification: 03 Core, 4.0 Sq.mm Cable of ISI quality certification.
2. Brand: Anchor/Havells/Polycab or any other reputed brand with ISI Qulaity certification.

Ans *✓*

Price Format (Supply, Installation and Commissioning of Split ACs in BHEL- PEM Noida)

All prices are in INR

ANNEXURE-A

Sl. No.	Description	Qty	UOM	Rate Per Unit	VAT @%	CST@.....%	Service Tax@.....%	Rate including Taxes	Total Amount including Taxes
A	B	C	D	E	F	G	H	I=[E+F+G+H]	J=[I*C]
1	Supply of Hi-wall Split type Air-Conditioner with following specifications (of Blue Star, Voltas, Hitachi, Mitsubishi, LG or Samsung make) i. Two (02) tonnage capacity with five (05) star rating ii. Cooling capacity 24000 btu/hr (minimum) iii. High wall type Indoor with Cordless remote controller iv. Out door Unit with hermitacally sealed reciprocating/rotary compressor with 05 year warranty v. Filters should be removable and washable polypropylene vi. Units must have functions like programmable timer, Sleep mode and Dry mode vii. Stand for hanging the indoor system	10	Nos.						
2	Automatic Voltage Stablizer of 5 KVA Rating	10	Nos.						
3	Refrigrant Piping of Copper with Thermally Insulated between Indoor Unit (Evaporator) and Outdoor Unit (Condensor)	140	mtr.						
4	MS Outdoor Stand coated with anti-rusting adhesives	10	Nos.						
5	PVC drain pipe with Joints and connectors	140	mtrs						
6	Cable between Indoor and Outdoor Unit	140	mtrs.						
7	Installation, Testing and Commissioning of 2.0 TR AC units with refrigerant gas charged	10	Nos.						
GRAND TOTAL									
Evaluation will be done on the basis of Grand Total amount and order will be placed to the L1 Vendor.									



Ref: PE-LPE/266 Dtd.17/05/2017- : Procurement of Split ACs (2 Ton, 5 star Rating)

Annexure-I

COMMERCIAL TERMS AND CONDITIONS

1. BID SUBMISSION

Bids shall be submitted latest by **10:00 A.M.** on or before the due date in two parts as follows:

PART-1: TECHNO-COMMERCIAL BID

This part shall contain the following:

- a) Complete tender including Technical Specification & other scope of work, Commercial terms & conditions and General terms & conditions in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
- b) **Unpriced copy** of the price bid with all amounts/figures/ percentages wherever quoted in the price bid being replaced with the word 'Quoted' or 'Q'.
- c) Supporting document/ information to be submitted against each point of 'PQR' and Documents to be enclosed with bid / Eligibility Criteria:
- d) Copy of PAN Card, VAT/Sales tax registration/Service tax registration duly signed and stamped by the bidder.

This part shall be submitted in duplicate in two separate Sealed Covers with bidder's distinctive Seal super scribed with correct Enquiry No., Item of supply, due date of opening and '**part-1 : techno-commercial bid**'.

PART -2: PRICE BID

This part shall contain Prices only and should not contain any technical details and/or Commercial Terms & Conditions. Any technical details and/or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in PART-I only as indicated above.

This part shall be submitted in a separate Sealed Cover with bidder's distinctive Seal super scribed with correct Enquiry No., Item of supply, due date of opening and '**part -2: price bid**'.

Tenders and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

Kind Attn: Sh Kunal Gandhi / Sr. Engineer (CMM) & Sh I P Singh / Sr. Mgr. (CMM)
Tender Room,
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301 (U.P.)
Mob. No- 9650183377, Phone no. 0120--4368574



2. **BID OPENING**

PART- I (Techno-Commercial Bids) will be opened at 11:30 A.M. on the due date in the presence of bidders who may like to be present. Date and time of opening of Part - II (Price Bids) shall be communicated separately.

3. The bid shall remain valid for a period of 90 days from the date of opening of part-I offers. No revision of prices shall be entertained after bids have been opened. Bidder shall not be entitled during this period to revoke or vary the content of bid or any terms thereof. In case of any unsolicited variation subsequent to bid opening, the bid shall be treated as "Rejected".
4. No revision of prices shall be entertained after bids have been opened.
5. Prices shall remain firm without any variation till completion of contract.
6. Illustrative leaflets giving technical details of items offered should be enclosed, wherever necessary.
7. BHEL shall be under no obligation to accept the lowest or any other bid and shall have the right to accept or reject any bid in part or in full without assigning any reason whatsoever.
8. Late tenders will be rejected.

9. **EVALUATION** shall be done on Grand Total (all inclusive) as given in price format Annex-A).

10. **PACKING AND MARKING:** The supplier shall be responsible for the goods being properly and adequately/sound packed to avoid any loss or damage during transit.

11. **PAYMENT SCHEDULE:**

- i) Payment shall be made through NEFT against supply of split ACs received at PEM office and submission of invoice along with specified documents by the vendor.
- ii) Payment shall be made through NEFT against completion of installation and submission of invoice along with specified documents by the vendor.
- iii) Payment shall be made on actual measurement of items like cable, Copper piping, etc required for installation after successful installation of all units and submission of invoice along with specified documents by the vendor.

12. **PENALTY:** - Failure to make supply/completion of installation within the delivery time as per purchase order will make the vendor liable to an unconditional penalty of 0.5 % (half percent) per week on total basic contract price of the goods & installation or part thereof, subject to a maximum of 10% excluding of taxes, duties and freight.

13. **DELIVERY:** Within 15 days from the date of PO.

14. **ENTRY TAX:** @ 2% shall be applicable in case vendor's place of supply is outside U.P.

15. **SUBMISSION OF INVOICE:** All Invoices along with specified documents shall be submitted in duplicate, to HR-GAX Dep't. Of BHEL/PEM, BHEL, PPEI, NOIDA-201301.

16. **RISK PURCHASE:** Purchaser will have the option to terminate the contract and purchase from elsewhere at the risk and cost of the vendor, either the whole or part of the goods which the vendor has failed to deliver or despatch within the stipulated delivery period or if the same were not available, the best and the nearest available substitute thereof. The vendor would be liable to compensate the Purchaser for any loss which the Purchaser may sustain by reason of such risk purchase, in addition to Liquidated Damages (Penalty Clause) at the rate mentioned above.



17. PRICE DISCREPENCY:

- 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 the quantity), the unit price shall prevail and the total price will be 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 will be 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 the 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 up to 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.
- e) Taxes and duties if not specified clearly as extra shall be considered as include in the basis price and, therefore, shall not be reimbursed separately.

18. BHEL shall be under no obligation to accept the lowest or any other bid and shall have the right to accept or reject any bid in part or in full without assigning any reason whatsoever. BHEL also reserves the right to reject any or all quotations without assigning any reason whatsoever. Quotation of the parties which have been black-listed / debarred / banned by PSUs / kept on hold by any office of Delhi-based Divisions of BHEL during the last three years will be rejected. Late tenders will be rejected.

19. TAX DEDUCTION AT SOURCE:

Tax shall be deducted at source from the running bills as per applicable Income Tax Rules and other statutory requirements.

20. TERMINATION OF CONTRACT:

If at any time during the currency of contract, the contractor defaults in performance of the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice (in writing) is given to him, BHEL may, without prejudice to any other, has right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract.

21. **DEVIATION:** The Contractor must comply with the tender specification and all terms and conditions of contract. No deviation shall normally be entertained. Deviation if any, should be given as per the format attached at Annexure-V by mentioning the related/affected clause number etc.

GENERAL TERMS AND CONDITIONS**22. ARBITRATION**

In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL.

Subject to 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 venue of arbitration shall be at Noida.

23. LAWS GOVERNING THE CONTRACT

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract. Extant regulations of Govt. of India will be applicable. Law of land will supersede any condition given in tender enquiry, in case of any contradiction.

24. RESOLUTION OF DISPUTES

- The purchaser and the supplier shall make every effort to resolve any disagreement or dispute, arising between them under or in connection with the contract, amicably by direct negotiation.
- Dispute if any, arising out of or in respect of the contract(s) to which these conditions are applicable, is subject to the jurisdiction of the Delhi courts only.

25. STATUTORY VARIATION:

- i) If the rates for taxes and duties in respect of the quoted materials and/ or services assumed by the Seller/ Contractor are less than the tariff prevailing at the time of tendering, Seller/ Contractor will be responsible for such under quotations. However, if the rates assumed are higher than the correct rates prevailing at the time of tendering, the difference will be to the credit of the Purchaser.
- ii) Statutory Variations in Service Tax only on self-manufactured items/ services rendered by vendor himself on the rates prevailing at the time of delivery/ completion in comparison to the date of offer, will be to the account of the Purchaser. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the Purchaser.
- iii) Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the Order/ Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Seller/ Contractor alone shall bear the impact for the upward revisions and for downward revisions; purchaser shall be given the benefit of reduction in taxes/duties. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule.



- iv) Any new tax structure (like Goods & Services Tax) as and when implemented by the Government shall become applicable in addition to or in lieu of existing tax structure.

18. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendor/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL web site

<http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud as soon as it comes to their notice.

NOTE: It is presumed that the bidder has accepted all the instructions, Terms and conditions and Technical Specifications covered in this Tender Enquiry, unless the deviations are specifically indicated in the bid on a separate sheet.

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**Annexure –‘III’****DETAILS OF BUSINESS**

The vendor shall furnish the following information along with Part-1 bid.

1.0	Name of the firm/Authorized Distributor/ Authorized dealer		
2.0	The tenderer in case of Authorised Distributor / Authorised dealer shall submit the valid authorisation letter for sales & service from Prime equipment manufacturer.		
3.0	Address for communication		
4.0	Registered Office, if any :		
	Telephone No. (Office) (Res) (Mobile) (Fax)		
5.0	Name of proprietor / partner		
6.0	Name of Bankers		
7.0	Enclose Experience Certificates with Govt. /Public Sector Undertaking / Private of repute.		
8.0	Copy of PAN Card to be enclosed		
9.0	Any other information		



Annexure-‘IV’

Acceptance Letter / No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender.

Or

We hereby accept all terms and conditions of the above tender except the following:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

- 1.
- 2.
- 3.
- 4.
- 5.

Note: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.

(Signature & seal of the contractor)



Annexure-‘V’

DECLARATION

I/ We hereby declare that I / we have not been banned or de-listed by any PSU / Government Department / Financial Institute / Court and no case is pending with the police / court against our firm/ partner or the company.

(Signature & seal of the contractor)



Annexure-‘VI’

TECHNICAL DETAILS

For Technical bid

Work Experience fulfilling, submitted in Part-I Bid)

EXPERIENCE	No. of Work	Value	Customer's Name
1.			
2.			
3.			

PAN Card No. / Name on PAN Card	
Service Tax No. / Taxable Services	
VAT/ CST	



Annexure-VII

NEFT Application Form

**Name of the firm/Authorized
Distributor/Authorized:**

Name of the Bank:

Address Of the Bank:

Company's A/c no:

Type of A/c:

IFSC CODE:

RTGS CODE:

Company's E-MAIL ADDRESS:

Company PAN No.:

Authorized Signature

Company Seal

THE ABOVE DETAILS ARE TO BE SUBMITTED EITHER ATTESTED BY YOUR BANKERS OR CHEQUE LEAF DULY CANCELLED
WITH IFSC CODE & A/C NO.PRINTED ON IT MAY BE ENCLOSED.

Accompanying documents :

Cancelled cheque leaf for A/C no. & IFSC confirmation

**CHECK-LIST (Part-I Bid)****SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

Sl. No.	Description of requirement	Yes/ No / NA	Page No(s)
1	Details of work experience, satisfactory work performance certificates.		
2	Acknowledgement of I-T return of last three financial years		
3	Copy of the PAN card.		
4	Copy of VAT/Sales tax registration/Service tax registration		
5	Commercial Terms and Conditions (Annexure-“I”).		
6	General Terms & Conditions (Annexure-“II”).		
7	Unquoted Price Bid Format (Annexure-“A”)		
8	Details Of Business (Annexure –“III”)		
9	Acceptance Letter / No Deviation Certificate (Annexure-“IV”)		
10	Declaration (Annexure-“V”)		
11	Technical Details (Annexure-“VI”)		
12	NEFT Format Duly Certified by Bank OR Cancelled Cheque with sign & seal of bidder (Annexure-“VII”)		
13	Check List (Annexure-“VIII”)		