



BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARIDWAR-249403 (UK)
Fax: 01334-226462, Phone: 01334-281673, 285341
E-mail: naveenk@bhelhwr.co.in; richa_t@bhelhwr.co.in;

TENDER NO. 9620/S/6160/17/3218Y/1

DATE: 01.12.2017

Subject: Open tender as detailed below:

OPEN TENDER

Important Note:

The Offers are invited through E-procurement System. Please visit our website <https://bheleps.buyjunction.in> for participation in tender. Tenders can be submitted using digital signature certificate.

To secure the bids/ quotations submitted by you, BHEL uses PKI (Public Key Infrastructure) Technology for authentication which uses Digital Signature Certificates (DSC-Class 3b, SHA2, 2048bit).

We therefore need you to be ready with your Digital Signature Certificates (DSC-Class 3b, SHA2, 2048bit), as it is a mandatory requirement to participate in our e-tendering process.

If you already have DSC with you and are not mapped in BHEL Haridwar, please confirm to us so that we can map your DSC in our E-procurement system. If you do not have DSC, you are requested to arrange the same immediately and contact Mjunction to get it mapped in E-procurement System in order to participate in the tender.

For further information/ queries, you can contact helpline number of Mjunction or send an E-mail at eps.customercare@mjunction.in.

Sl. No.	Tender No.	Description of Equipment/Item	Items	Opening date
1.	9620/S/6160/17/3218Y/1	HW8870005410 REFRIGERANT R-134A GAS IN RETURNABLE GAS CYLINDER	682KG	23.12.2017
		HW8369010130 REFRIGERANT-R-22 CONFIRMING TO IS:-5610 (1983) IN 61 KG EACH RETURNABLE CYLINDER	488KG	
		HW8870008207 REFRIGERANT R-404A GAS IN RETURNABLE GAS CYLINDER	45KG	



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		HW8870005399 REFRIGERANT R-407 IN RETURNABLE GAS CYLINDER FOR REFRIGERATION USE.	90KG	
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- Input Tax Credit is applicable.
- Refrigerants shall be in gas cylinders of following capacities.
 - a) Item no. 1: R-134A in 65 KG or 62 KG gas cylinder.
 - b) Item no. 2: R-22 in 61 KG gas cylinder.
 - c) Item no. 3: R-404A in 45 KG gas cylinder.
 - d) Item no. 4: R-407C in 45 KG gas cylinder.
- The free retention period for the cylinders shall be 90 days.

1. Date of opening of tender is indicated above.
2. Intending vendors must remit the requisite EMD in the form of Cash (as permissible under Income Tax Act) / Pay Order / Demand draft / e-payment (in case of foreign bidders) only (**Cheque / Bank Guarantee are not acceptable**) while submitting the tender documents as detailed in "Instruction to Bidders", after downloading from this web site.
3. BHEL will not be responsible for any type of delay / incomplete information from vendors etc. **Unsigned bids shall be strictly ignored. In case of tenders through E-procurement system, bids will be digitally signed.**
4. Documents submitted (attached) with the offer/bid by the bidder (Original Registered Supplier) shall be signed and stamped in each page by authorized representative of the bidder.
5. Other terms and conditions will be as per the tender documents.



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Enq. No. 9620/S/6160/17/3218Y/1

Date of issue : 01.12.2017

Due Date : 23.12.2017

Dear Sir,

We are pleased to invite your offer in TWO PARTS strictly as per enclosed terms and conditions and instruction to bidders, for the following items:

Sl. No.	Description of Item	Qty.	Delivery Required	EMD (Earnest Money Deposit)
1	HW8870005410 REFRIGERANT R-134A GAS IN RETURNABLE GAS CYLINDER	682KG	31.03.2018	NIL
2	HW8369010130 REFRIGERANT-R-22 CONFIRMING TO IS:-5610 (1983) IN 61 KG EACH RETURNABLE CYLINDER	488KG		
3	HW8870008207 REFRIGERANT R-404A GAS IN RETURNABLE GAS CYLINDER	45KG		
4	HW8870005399 REFRIGERANT R-407 IN RETURNABLE GAS CYLINDER FOR REFRIGERATION USE.	90KG		

Please submit your lowest quotation / offer for the above requirement subject to our terms and conditions. Your offer should reach us on or before the due date by 1.45 PM.

NOTE: The vendor should submit their best price at this stage itself and they will not be allowed to revise the price unless there is a change in specification or terms and conditions or specifically asked by BHEL. In case of any uncalled revision / discount submitted by vendor, subsequently will be ignored & the bid is likely to be rejected.

The tenders will be opened in TWO parts (Part I & Part II):

Part I : Comprising EMD (if applicable) or MSE Certificate towards exemption of EMD, Pre- Qualifying Requirement (PQR), Techno – Commercial bid & Signed copy of Integrity Pact (IP) (If applicable) as mentioned above.

PLEASE SUBMIT SEPARATE DRAFTS FOR EMD {drawn in favor of BHEL Haridwar} IN ANOTHER ENVELOPE SUPERSCRIBED WITH BOLD LETTERS “EMD”

Part II : Comprising Price Bid. The opening date of Part II will be intimated in advance to the vendors qualified in part-I.



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Offer should be complete in all respect (i.e. Part –I & Part- II) as described above.

After tender opening (Part –I), if it is found that:

- **The bidder has not submitted the requisite EMD (if applicable)**
- **The bidder has claimed to be an MSE vendor but no supporting documents have been submitted in this regard.**

In both the above cases the offer of the bidder shall be straightaway rejected and no correspondence from the bidder in this regard shall be entertained.

Part-I bids shall be opened at 2 PM on the due date.

Micro and Small Enterprises (Registered under SSI, NSIC, Khadi Board, DIC etc. Only if registered for tendered item, however Annual Certificate from practicing CA certifying that the investment in Plant & Machinery of the supplier is within the permissible limit as per ACT to be submitted) are exempted from submission of EMD.

Central / State – PSUs / Government departments are exempted from submission of EMD subject to approval by BHEL management.

MSE Suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (Format enclosed as per Annexure- 3 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). 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. If the tender is to be submitted through e-procurement portal, then the above stated documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.

EMD by the Tenderer will be forfeited if, the successful bidder/vendor refuses to honour the Order after award of the same on him and/or withdraws his bid and /or unilaterally changes the offer and/or any of its terms & conditions within the validity period.

EMD given by all unsuccessful Tenderers shall be refunded on acceptance of award / LOI/PO by successful Tenderer. The EMD of successful bidder shall be returned after submission of Security Deposit. EMD shall not carry any interest.

Please go through the General Instructions And Standard Terms & Conditions (GISTC) for Tender Enquiry. All the bidder / vendors must ensure compliance to these GISTC. Please visit our website www.bhelhwr.co.in for GISTC.

KINDLY READ "INSTRUCTIONS TO BIDDERS" THOROUGHLY. QUOTATIONS NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

Yours Faithfully,
For & on behalf of BHEL, Hardwar

Purchase Executive



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ANNEXURE 1

ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR

** PAYMENT TERMS: 100% payment after receipt and acceptance of material.	
** CURRENCY OF PAYMENT: (Euro /Dollar / CHF/ Rs. etc.) For indigenous supply the currency shall be Indian Rupees	
** TAXES: All statutory taxes, if any, will be deducted at source & to be borne by the beneficiary. Tax deduction certificate shall be issued at the end of financial year if required.	
** VALIDITY: Validity of the offer should be 90 days from the tender opening date.	
** Late delivery penalty Clause: Late delivery penalty will be applicable on delayed delivery @ 0.5% per week or part there of subject to a maximum of 10% of the value of unexecuted portion of the order. For calculating Late Delivery penalty delivery date shall be considered as per following : ** <u>Indigenous Suppliers:</u> a. Delivery Ex-works:- Date of GR /LR b. Delivery FOR vendor works:- Date of GR/LR c. Delivery FOR Destination:- Date of receipt at BHEL Hardwar (if supply is direct to BHEL) or date of GR + one week (if documents are through bank) ** <u>Import Supply:</u> a. Delivery FOB / FCA port of discharge:- Date of BL/AWB b. b. Delivery C&F/CPT port of destination:- Date of AWB/BL	



** 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 three arbitrators. Both the parties shall appoint one arbitrator each and the arbitrators appointed so by the parties shall appoint a presiding arbitrator. The place of arbitration shall be New Delhi. The language of arbitration shall be English. The substantive law applicable to the substance of the dispute shall be the Indian Law. - For Indigenous Source. The venue of arbitration shall be New Delhi Courts, which will have exclusive jurisdiction.	
** Import Supply: - Phytosanitary Certificate essential for packages (Wooden) - Country of origin certificate: Vendor to furnish the country of origin certificate from Chamber of Commerce of exporting country with dispatch documents.	
** Delivery Period: Mention the delivery period from the date of PO.	
** Beneficiary of PO: Please confirm the beneficiary of PO along with the complete address.	
** Total weight -- /Gross / Net in Kg, package size essentially should be indicated (if not exact then	



approximate.)	
** 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.	
** 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 will 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.	



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** 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.	
** Name of the concerned executive ** Phone number ** E-mail ID	
Note: Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the tender enquiry	

General Instructions:

Please visit our site www.bhelhwr.co.in for General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of these GISTC (VERSION: JUNE -2017, REV. 01).



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ANNEXURE 2

PRICE SCHEDULE

For Import supply

Description	Price (in foreign currency)
Material / Item as per tech. specification covering all features (ex-works) Please attach un-priced copy of your price bid with technical bid. The sequence of price and other details shall be kept same as stated in the specifications.	
Packing & Forwarding charges (FCA Charges) (If Any)	
Total FCA (For Air) cost/ FOB (For Sea) =	
Total CPT cost (For Air only) (note (Only for Air Freight. No Sea freight charges to be quoted)	
Total C&F cost =	

For indigenous supply

Description	Price (in Indian rupees)
Material / Item as per tech. specification covering all features (ex-works) Please attach un-priced copy of your price bid with technical bid. The sequence of price and other details shall be kept same as stated in the technical specifications.	
Packing charges: (If Any)	
Forwarding charges (If Any):	
Freight up to BHEL Haridwar stores (If Any):	
GST : @ prevailing rate (Extra or Inclusive)	
Total supply cost at BHEL Haridwar =	

NOTE: Please ensure to provide individual rates for all the offered items (in case number of enquired items are more than 1). Item wise L1 evaluation shall be done.

Item wise breakup of the prices shall be furnished as per TECH. SPECIFICATION / DISCUSSIONS; ELSE, THE BID IS LIABLE FOR REJECTION. Wherever the prices mentioned are unit prices, it should be clearly specified.

Bidder to note that total price indicated above shall be considered for evaluation and hence should be complete in all respects for the full scope defined and considering all terms and conditions. Optional as indicated in specification will not be taken for evaluation.



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Any item not included in this price quoted above and shown separately will not be taken cognizance of and shall be ignored while evaluation.

e) Following details shall be provided in separate Annexure.

- Unit prices for all items.
- Prices for any other OPTIONAL items.

f) Transit insurance shall be arranged by BHEL

NOTE:

1. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors and they will be asked to attend techno-commercial discussions on specified dates. The bidders will be given 15 days notice to come prepared with the required documents/ clarifications. No extension will be given. **The offers of those bidders, who are unable to respond in this time frame, are likely to be ignored.**
2. The vendors found technically acceptable against their original technical offer and subsequent technical discussion, BHEL will communicate equivalent scope of supply to the qualified bidders who will be required to submit their supplementary technical bid along with impact in the form of addition and deletion in their price bid. They will also be required to submit copy of un-priced price bid of these impacts. These will be submitted within 15 days. The technical bid along with un-priced price bid of impact will be opened on the communicated date and no extension in this time will be given.

It is clarified that no correspondence, technical or commercial, other than the above bids is permissible. In case any uncalled for correspondence, technical or commercial, is received, the same will be ignored and entire bid may also be ignored. It is also clarified that no commercial discount will be acceptable.

All the bidders whose offers have been accepted by BHEL will be given notice for opening of their original price bid and supplementary impact (if any).

Date :

Signature :

Name :

Designation :

Department :



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ANNEXURE-3

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 dateas 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: Rs.....Lacs.
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

(Strike off whichever is not applicable)

The above investment of RsLacs is within permissible limit of Rs..... Lacs formicro / small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro / Small) **(Strike off whichever is not applicable)** and the date of graduation of such enterprises from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprises from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant