

TENDER TERMS & CONDITIONS OF Centralized Air Cooling System

[Address: BHEL Industrial Valve Plant: 433, Industrial Complex, Goindwal Sahib,
Distt Tarn Taran, Punjab-143422]

Tender Enquiry No	1920-019
Enquiry date	15-May-19
Last time and date of tender submission	1400 Hrs 05-Jun-19
Tender opening time and date	1530 Hrs 05-Jun-19
Quotation Parts	<u>Two-part Bid</u>
Item Description	Centralized Air Cooling System
Item Specification	<u>As mentioned in Technical Specification (Annexure-B)</u>
Delivery schedule (In days)	<u>45 days from date of release of PO/LOI</u>
Validity of offer (In days)	<u>60 days</u>

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

QUOTATION SUBMISSION

Tenders in two part bids are invited for Supply of **Centralized Air Cooling System to BHEL IVP Goindwal Sahib.**

Following point need to be noted by supplier as follows: -

Sealed tenders in two parts; Part-I: Techno-commercial bid and Part-II: Price bid are hereby invited for supply of **“Centralized Air Cooling System” to BHEL IVP Goindwal** as per tender enquiry. The relevant documents are attached with the Enquiry.

The two bids should be submitted in **separate sealed inner envelopes** duly mentioning the detail as follows:

Bid	Bid description	Superscribing on envelope	*** Should contain ***
Part I in First sealed envelope	Techno-Commercial Offer	Part-I (Techno-Commercial) bid against tender enquiry no: 1920-019 Dated 14-May-19.	1. Acceptance of all terms and conditions of tender enquiry. (Preferred is submitting signed copy of terms and conditions; if nothing is mentioned for any term, it shall be summarily concluded that the same is acceptable and no representation whatsoever shall be entertained later on). 2. Duly filled ANNEXURE-A PRE-QUALIFICATION CRITERIA. 3. Technical Specification as per Annexure-B. 4. Duly filled ANNEXURE C. 5. Un-priced bid as per format attached. All details, i.e. whether quoted for item, duties and taxes etc. should be filled.
Part II in Second sealed envelope	Price Bid	Part-II (Price) bid against tender enquiry No: : 1920-019 Dated 14-May-19.	Price bid in the format attached. Anything other than prices mentioned in the price bid shall be considered invalid & in no case will be accepted.



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All the sealed envelopes should be put in outer sealed envelope superscripting all details i.e. Enquiry Number, Date, Supplier's Name and Address and Item.

CHECKLIST AND SEQUENCE OF DOCUMENTS TO BE SUBMITTED IN TWO PARTS BIDS

S. No.	Document		Status
1	Envelope should contain: - Techno-Commercial offer	Sealed envelope marked as Part-I Techno-Commercial Bids"	Yes, Sealed
2	Price Bid (Price Bid Format as per Annexure III) sealed in separate envelope super scribing tender enquiry detail, due date of opening, sender address	Sealed envelope marked as Part-II "Price Bid"	Yes, sealed
3	All two sealed envelopes put in an outer envelope mentioning all details like Enquiry no., description, due date		Yes

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ANNEXURE-A PRE-QUALIFICATION CRITERIA:

PRE-QUALIFYING CRITERIA FOR SUPPLY OF CENTRALIZED AIR COOLING SYSTEM

The bidder/vendor has to compulsorily meet the following requirement to get qualified for submitting an offer for the Centralized Air Cooling System

S.No.	QUALIFYING CRITERIA	Vendor to confirm
1	The supplier should have supplied similar or higher capacity of Air-cooling System (Minimum Capacity 10000 CFM or higher). The copy Purchase Order / satisfactory installation certificate from the customer should be enclosed in the offer. (The Purchase order /Satisfactory Installation certificate from the customer must be of last 5 years w.e.f 01.01 .2014 till date) <u>For startups :</u> The Purchase order criteria in pre-Qualification terms shall not be applicable to Start-Up Firms. These relaxations and exemptions are in line with D.O. No. 5(4)/2016-BE-I dated 15.02.2017. However for claiming Start-Up exemption, the bidders have to submit documentary evidence or undertaking of following: 1. The business being a start-up firm 2. The capacity of the firm to supply Air-cooling System of minimum Capacity 10000 CFM or higher	

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ANNEXURE- B

TECHNICAL SPECIFICATION FOR Centralized Air Cooling System.

TECHNICAL SPECIFICATIONS OF Centralized Air Cooling System REQUIRED AT: BHARAT HEAVY ELECTRICALS LIMITED, INDUSTRIAL VALVES PLANT, GOINDWAL SAHIB, PUNJAB

BASIC TECHNICAL REQUIREMENTS: Centralized Air Cooling System

Technical Specifications: Centralized Air cooling System

1. Name of the item: Centralized Air-cooling System
2. Capacity: Minimum 10000 CFM at free outlet
3. Stand: MS Stand
4. Power Supply: Single phase or three phase
5. Speed: Single Speed or Multi Speed Machine
6. Pads & Filters: Cellulose Pad with Pre Filters
7. Fan Type: Axial Fan, mounted with a proper solid base
8. Duct: Rectangular Duct (24 G)
9. Duct Facing Cover: Duct Cover should be covered with Aluminium Foil
10. Connection: Canvas connection
11. Grill: Aluminium Coated Grill
12. Water Connection: Auto Connection from source
13. Warranty: 1 year from the date of Installation/commissioning

BHEL SCOPE :

1. **Plumbing work and water supply:** BHEL Scope till the air cooler & provision of drain point.
2. **Electrical wiring:** BHEL Scope up to the control panel of the unit.
3. **Civil Works:** BHEL Scope for Any kind of civil works

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G1. INSTRUCTION TO BIDDER

Quotations shall be submitted before due date and time. Late offers are liable to be rejected, so please ensure to submit bid well within due date and time. Techno-commercial part will be opened on due date.

Based on evaluation of techno-commercial offers, Price bids of bidders who qualify from techno-commercial evaluation shall be opened. BHEL may decide to open the Price bid same day at 1700 hrs. If not opened on the same day, all qualifying bidders shall be notified for date of opening of Price bids by email/fax/post/courier/E-procurement system generated email.

G1.1 INSTRUCTION TO BIDDER (In case of Non-E-Procurement / Paper/ Manual/ Hard Copy based tenders)

Sealed Tenders can be dropped in the tender box labeled as 'Tender box for MM contracts'. This tender box is located at the entrance of Admin block BHEL Goindwal. Fax (01859-222061) / E-Mail (tendermm_ivp@bhel.in) offers received in time shall be considered only when such offers are complete in all respects. In case of bulky tender please handover quotation to Sh Rakesh Kumar/ SDGM/Head-MM or Sh Gurcharan Singh / AGM-Operations & MM. [Contact: 01859 224 615/631]. Bid can be send to following address:

**BHEL, Industrial Valve Plant,
#433, Industrial Complex,
Goindwal Sahib, Distt. Tarn Taran,
Punjab-143422.**

G2 OTHER IMPORTANT INFORMATION RELATED TO E-PROCUREMENT TENDERS/ SEALED TENDERS

1. The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
2. The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. BHEL and M/s e Procurement Technologies limited will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Purchaser for processing.
3. Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.
4. On the due date of tender opening, only technical bids will be opened. The opened technical bids will be evaluated by us and clarifications required, if any, will be called for from the bidders on technical and commercial points. If no reply is received from the vendor for the clarification raised by BHEL with in the final cut-off date, those vendors offer will be processed with the documents available / submitted against this tender. Offers not meeting the required specification and technical condition will be summarily rejected. The price bids of technically suitable bidders will be opened on a later date with prior intimation to techno-commercially suitable bidders.
5. Ranking L-1, L-2 etc. shall be done for individual item for the techno-commercially acceptable offers on landed cost to BHEL, IVP Goindwal basis and BHEL reserves the right to place order for individual items with different vendors. In the event of more than one vendor becoming L1 for the item, the enquiry quantity will be shared equally among all the L1 vendors.

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6. BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items where, L1 price is not the lowest acceptable price; BHEL reserves the right to increase or decrease the tender quantity.
7. If supplier is mentioning delivery destination within state/ outside state depending upon his location of factory, Free On Road etc these are assumed as on FOR Goindwal. If supplier is wishing to give delivery on Ex works basis, then he has to clearly mention about it.

G3 PRICE BASIS

- a. Order of enquiry item sl. No. shall be maintained in the quotation.
- b. The rates quoted shall be firm and fixed. No price variation is proposed and allowed.
- c. Rates quoted should be F.O.R Goindwal basis. If bidder has quoted Ex Works, loading shall be done as per BHEL discretion for tender evaluation.

Variation in GST or any other statutory levies during contractual delivery period shall be to BHEL's account

G4 VALIDITY OF OFFERS:

The validity of offers shall be kept open for acceptance 60 days from the date of opening of the tender. In case of extension of tender opening date, the validity shall be suitably revised.

G5 SCOPE OF SUPPLY

Supply of Centralized Air Cooling System as per Technical Specifications attached Annexure B

- Vendor Scope: Supply of Centralized Air Cooling System as per technical specification (ANNEXURE- B).

G6 REPLACEMENT OF REJECTION

If the material is rejected due to defective workmanship during inspection or at the time of actual use, within the guarantee period (i.e. as per clause 13), the rejected material shall be replaced by the supplier. Corresponding quantity shall be treated as unsupplied against respective purchase order till replacement is received at BHEL. If the material is found defective and rejected during use for which payment has already been released the rejected quantity shall be supplied free of cost by the vendor within a month of intimation of the rejection by BHEL.

Lifting of rejected material is under Supplier's scope. BHEL will inform related invoice, qty etc to supplier. Supplier is expected to give the plan to lift and advance intimation when visiting to lift the material. Material should be lifted within one month from date of intimation. After one month BHEL will not be responsible for rejected material. BHEL may decide to send the rejected material on to Pay basis to supplier. Any leniency/ unresponsiveness/delay on part of supplier may lead to appropriate action by BHEL. Any request to postpone in written may be considered but replacement should not be linked with lifting of material.

G7 SUPPLIED MATERIAL ADJUSTMENT

Item/s pending in previous PO has to be billed in previous PO only. Otherwise BHEL will be free to adjust the supplies in previous PO. Any implication of tax will be on supplier's account. For this it is desirable to reconcile the pending PO statement every month/frequently. BHEL will give pending PO statement every month. This can also be viewed at Portal (<http://vis.bheltry.co.in/mm/index.jsp>).

G8 DELIVERY SCHEDULE

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Supplies shall be affected and completed within 45 days of release of PO/LOI. Vendor shall be required to complete the order as per the BHEL schedule requested. Erection and commissioning to be completed by the bidder within 15 days of intimation by BHEL.

G9 ACCESS TO MANUFACTURING PREMISES:

While Purchase Orders placed on the vendor are under execution, authorized representatives of BHEL shall be allowed free access to the manufacturing facilities for the purpose of inspection or monitoring the progress of purchase orders. This access will also be extended to representatives of BHEL's customers accompanying the authorized representative/s of BHEL (which shall be intimated in advance), if our contractual requirements with our customers call for the same.

G10 AVAILING INPUT TAX CREDIT (ITC) BY BHEL:

1. Since ITC can be availed only when BHEL is in possession of GST Tax invoice and after receipt of goods. Thus, vendor to ensure timely dispatch of goods and Tax invoice. It may be noted that in case of any delay in receipt of Tax Invoice and/or receipt of goods, the ITC availment by BHEL will get delayed thus entailing additional cash outflow & may even get denied if ITC availment timelines are breached.
2. Further ITC can be availed only when vendor has declared such invoice in his outward supply Return GSTR-1 and after GST thereon has been paid by him at the time of filing of monthly Return.
3. If GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
4. Further, in case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.

G11 LIABILITY UNDER REVERSE CHARGE (RCM)

Any GST liability arising on BHEL under Reverse Charge (RCM) before actual receipt of goods and/ or Invoice thereof would be subject to recovery of Interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of Invoices and other conditions specified in GST Law as applicable.

G12 INSPECTION

- a. All required tests as called in referred material standard/BHEL/TDC/drawing etc shall be carried out by vendor at no extra cost. **BHEL may decide to inspect itself/arrange third party at vendors' works itself as and when necessary with prior intimation to the vendor.** No additional charges shall be claimed for such inspections.
- b. Third party inspection charges will be borne by BHEL. Moreover, all required infrastructure (testing, tools etc) have to be arranged by supplier.
- c. **Vendor will give inspection call sufficiently in advance considering the delivery period stipulated in the purchase order.**

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- d. Material Test Certificates (MTC), Inspection reports and Compliance/Guarantee Certificate are to be provided along with the supplies.
- e. Latest applicable revisions of standards/procedures to be referred. International/National standards are to be arranged by vendor.
- f. Any inspection carried out before supply by vendor/incoming stage at BHEL notwithstanding, if any defect/non-conformity is noted during processing, the same shall be attended/replaced by vendor at no extra cost.
- g. Necessary tooling including thread gauges etc. have to be arranged by vendor. Only in exceptional cases, based on BHEL discretions item/nature, BHEL may consider request to provide gauges if available with BHEL. But in no case this shall be linked with delivery of material.
- h. BHEL representative from unit or CQ is authorized to carry out audits along with TPIA at vendor's works before clearing the items for dispatch.

G13 PREFERENCES FOR MSE's

Preferences as mentioned in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" & "Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order, 2018", shall be given to Micro and Small enterprises.

Main points which are mentioned in the above orders are as follows:

- 25% Procurement of the tender value shall be made from MSE (Micro, Small Enterprises) firms.
- 25% of the 25% quantity (i.e. 6.25% of the tender quantity) offered to the MSE's shall be reserved for MSE's owned by SC/STs. Failure to participate by any MSE owned by SC/ST's; this 6.25% quantity shall be procured from other MSEs.
- 3% from within the 25% quantity offered to the MSE's shall be reserved for women owned MSE's. Failure to participate by any MSE owned by women; this 3% quantity shall be procured from other MSEs.
- EMD shall be exempted for MSE's. All these benefits are subject to production of all statutory documents
- In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent 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 up to 25 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

"MSE suppliers can avail the intended benefits only if they submit along with the 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 a CA certificate (Format enclosed at Annexure -1 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 bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

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G14 GUARANTEE/WARRANTEE

The supplier should warranty the Centralized Air Cooling System performance against any manufacturing defects for 12 months from the date of acceptance at BHEL Goindwal and shall provide spares and services during warranty period to maintain the machine in working condition. In case of non-acceptance of this term bid will be rejected.

G15 SUB-CONTRACT

The purchase order or any part thereof shall not be sub-contracted, assigned or otherwise transferred without previously obtaining the BHEL's consent in writing.

G16 FORCE MAJEURE

If at any time during the continuance of the contract, the performance in which or in any part by either party of any obligations under the contract are prevented or delayed by reason of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to "an events" then provided the notice of happening of any such event is given by either party to the other within 21 days of the occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of any such event, claims of extension of time shall be granted for periods considered reasonable by BHEL subject to prior notification by the vendor to BHEL of the particulars of the event and supply to BHEL, if required, of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed a waiver of time in respect of remaining deliveries.

G17 DISPUTES

In the event of any dispute and/or difference arising between the Vendor and BHEL as to interpretation and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the sole arbitrator nominated by BHEL. The provisions of the Indian Arbitration Act and the rules there under shall apply to such arbitration. The award passed by the arbitrator shall be final and conclusively binding on all the parties.

G18 JURISDICTION

The court of the place from where the purchase order is issued during the contractual period shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.

G19 CLARIFICATIONS

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The correspondence exchanged against the tender from both tenderer and BHEL through email/e-procurement are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.

G20 LOI (Letter of Intent)

BHEL may issue LOI prior to the PO for any reason whatsoever. The LOI in such cases is to be treated as PO for all practical purposes and all the Terms & Conditions of the tender shall be applicable from the date of issue of LOI.

G21 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.
- e. Bids should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else shall be liable for rejection.
- f. All overwriting/cutting, etc will be numbered by bid opening officials and announced during bid opening.

G22 GENERAL

- a. BHEL will not be bound by any power of attorney granted by the vendors or by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the vendor concerned.
- b. BHEL reserves the right to extend the due date of opening, which shall be informed. Validity of offer shall be deemed to be revised accordingly.
- c. BHEL reserves the right to accept or reject any part or whole of the tender of a bidder by assigning a valid reason thereof. BHEL reserves the right to cancel the tender without assigning any reason thereof and without any obligation before any commitment.

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- d. If possible, please submit soft copy of price quotation [copied on a blank CD of standard make] put in the sealed offer.
- e. Acceptance of all terms and conditions, in the form of signed copy of T&C or confirmation separately written, shall be submitted along with quotation. If nothing is mentioned, it shall be concluded that terms and conditions are acceptable.
- f. BHEL may increase/decrease item/s based on BHEL requirement before price bid opening. Suitable price implication may be asked from suppliers.
- g. BHEL may drop item/items from tender at any stage of tender before placing PO. BHEL may also delete PO with consent with supplier within delivery date of PO.
- h. After releasing PO, it is assumed that supplier has accepted PO if we do not receive acknowledgement from supplier within 5 days of date of PO.
- i. Any term is special tender terms and conditions will supersede the GCC.
- j. BHEL reserves the right to negotiate with L1 bidder/s.

G23 BANNED FIRMS

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

G24 DISCLAIMER CLAUSE: (Only for E procurement)

Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (M/s e Procurement Technologies limited) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

G25 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.

G26 REVERSE AUCTION

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process

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and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

G27 SUSPENSION OF BUSINESS DEALINGS WITH DEFAULTERS

The offers of the bidders who are under suspension as also 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 web site www.bhel.com.

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price

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or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions”

G28 TERMS OF DELIVERY:

The bidders should quote their best schedule for Supply and E&C against the schedule indicated in NIT. BHEL, however, reserves the right to accept an offer not meeting the NIT schedule.

E&C value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated in NIT & accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment.

The default erection & commissioning percentage of equipment for BHEL is 20 %.

Bidders should submit their offer for on FOR BHEL, Goindwal, Punjab basis. Freight charges from works to BHEL, Goindwal to be indicated separately.

G29 PERFORMANCE BANK GUARANTEE [PBG]:

Performance Bank Guarantee (PBG) for 10% of the total order value covering the agreed Guarantee period (with additional 1 month as claim period) has to be furnished. In case of indigenous bidder, the PBG shall be in the format enclosed and from one of the banks mentioned therein. In case of import, the foreign vendor shall arrange to give a counter guarantee to Punjab National Bank (PNB) Goindwal Sahib and PNB will provide the PBG to BHEL in the format enclosed. In case any bidder does not accept for submission of Performance Bank Guarantee (PBG), their offer is likely to be rejected and the technical bid not processed. All bank charges in India and outside India will be to the supplier's account.

G30 PREFERENCE TO MAKE IN INDIA:

For the procurement, Public Procurement (Preference to make in India), order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by respective Nodal Ministry shall be applicable even if issued after issue of this NIT before finalisation of contract/PO/WO against this NIT.

TENDER TERMS & CONDITIONS OF Centralized Air Cooling System

[Address: BHEL Industrial Valve Plant: 433, Industrial Complex, Goindwal Sahib,
Distt Tarn Taran, Punjab-143422]

ANNEXURE-C: - COMMERCIAL TERMS AND CONDITIONS CONFIRMATION SHEET

PLEASE NOTE THAT THE CONDITIONS INDICATED IN THE COMMERCIAL TERMS AND CONDITIONS APPLICABLE FOR THE TENDER ARE APPLICABLE ONLY TO THE EXTENT THEY ARE NOT SUPERSEDED BY THE FOLLOWING CONDITIONS

Description of the Equipment: Centralized Air Cooling System

BHEL Tender No. & Date: 1920-019 DATED 14-May-19

Sl No	Description	Vendor's confirmation
1	Payment terms: (a)100% payment, within 45 to 90 days, After successful commissioning & acceptance of equipment at BHEL, Goindwal, Punjab. or (b)80% payment of Supply value shall be made within 45 days from the date of receipt & acceptance of material at BHEL. Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid against E&C certificate issued by BHEL NOTE: In case of any deviation from standard payment term mentioned above, BHEL at it's discretion may load on the item price at 'Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening) + 6% shall be considered for loading for the period of relaxation sought by bidders.	
2	Currency of payment: The currency shall be Indian Rupees.	
3	Taxes & Duties: a. Documents to be submitted (if applicable) i. Tax invoice (Invoice shall be GST compliant and should contains all the required information such as GST No, HSN code etc.) ii. Transporter copy along with material/consignment. iii. Material Test Certificates (MTC) and iv. Compliance Certificate. b. GST registration number is to be submitted by qualified vendor as per GST law. c. It is mandatory to mention proper material codes in the invoices and separate invoices to be raised for different POs. d. BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment. e. Conditions relating to release of GST portion: Payment of GST portion will be released to vendor only upon completion of statutory requirement and further subject to following:	

TENDER TERMS & CONDITIONS OF Centralized Air Cooling System

[Address: BHEL Industrial Valve Plant: 433, Industrial Complex, Goindwal Sahib,
Distt Tarn Taran, Punjab-143422]

Sl No	Description	Vendor's confirmation
	The reimbursement of GST portion of invoice shall be released only upon: - 1. vendor declaring such invoice in his GSTR-1 and 2. receipt of goods and Tax invoice by BHEL and 3. Confirmation of payment of GST thereon by vendor on GSTN portal. 4. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL. - In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied / leviable on BHEL. - In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied / leviable on BHEL.	
4	Penalty for Late Delivery: Delivery terms mentioned in the PO/LOI shall be adhered to. In case of approval of drawings or any other technical documents, a nominal period of 15 days shall be considered as included in the delivery period mentioned. If BHEL is taking more time in such approvals, delivery period can be extended accordingly. All such technical documents to be approved by BHEL shall be submitted within 10 days of release of PO/LOI. Delivery of the goods specified in the purchase order should be made within the time prescribed. Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&C'. 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). The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C 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 + E&C).	

TENDER TERMS & CONDITIONS OF Centralized Air Cooling System

[Address: BHEL Industrial Valve Plant: 433, Industrial Complex, Goindwal Sahib,
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Sl No	Description	Vendor's confirmation
	If any vendor does not accept PLD ½% of the supply and E&C separately for each week of delay subject to a maximum of 5%, their offer is likely to be rejected by BHEL and the price bid shall not be opened. Bidders accepting for 10% PLD shall not be loaded on account of PLD. However, bidders who offer any other % PLD [between 5% to 10%] shall be loaded @ % deviation from 10% and their accepted %. e.g. If a bidder accepts for a max of 7% LD only, their offer would be loaded @ 3% (10 – 7 = 3). As regards LD, the delivery date (FOR dispatching station) shall be considered. 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. 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 and E&C period quoted by him. For the purpose of penalty for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.	
5	Risk purchase: If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order.	
6	Delivery: The supply shall not exceed 45 days. Erection and commissioning to be completed by the bidder within 15 days of intimation by BHEL. Bidder shall indicate the delivery period required for the following activities. (a) Firm Time period, from the date of Letter of Intent (LOI)/PO, required for delivery of the equipment, (FOR dispatching station) to be indicated.	
7	Guarantee / Warranty: The supplier should warranty the Centralized Air Cooling System performance against any manufacturing defects for 12 months from the date of acceptance at BHEL Goindwal and shall provide spares and services during warranty period to maintain the machine in working condition.	
8	PERFORMANCE BANK GUARANTEE [PBG]: Performance Bank Guarantee (PBG) for 10% of the total order value covering the agreed Guarantee period (with additional 1 month as claim period) has to be furnished. In case of indigenous bidder, the PBG shall be in the	



TENDER TERMS & CONDITIONS OF Centralized Air Cooling System

[Address: BHEL Industrial Valve Plant: 433, Industrial Complex, Goindwal Sahib,
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Sl No	Description	Vendor's confirmation
	format enclosed and from one of the banks mentioned therein. In case of import, the foreign vendor shall arrange to give a counter guarantee to Punjab National Bank (PNB) Goindwal Sahib and PNB will provide the PBG to BHEL in the format enclosed. In case any bidder does not accept for submission of Performance Bank Guarantee (PBG), their offer is likely to be rejected and the technical bid not processed. All bank charges in India and outside India will be to the supplier's account.	
9	Validity: Validity of the offer should be 60 days from the date of tender opening.	
10	Contacts: Details of contact person's name, designation, department with complete postal and email address along with phone and fax numbers to be mentioned	
11	Terms of Delivery: FOR, BHEL, Stores Industrial Valves Plant 433, Industrial Complex Goindwal – 143 423 District: Tarn Taran (Punjab), India	
12	Weight: Approximate Net weight of the total consignment Approximate Gross weight of the total consignment	

	Annexure-III :	PRICE BID FORMAT				
Tender Enquiry No :	1920-019		Dated :	15-05-19		
Item description	Centralized Air Cooling System					
Indent:	124461938					
indent date :	15.02.2019				Unit Basic Price, Rs. (to be filled by bidder)	
Sr. No.	Material Description	Material Specification	Unit of measuremen	Req. Qty	Quoted Price in figures	Quoted Price in words
1	Centralized Air Cooling System	• Name of the item: Centralized Air-cooling System • Capacity: Minimum 10000 CFM at free outlet • Stand: MS Stand • Power Supply: Single phase or three phase • Speed: Single Speed or Multi Speed Machine • Pads & Filters: Cellulose Pad with Pre Filters • Fan Type: Axial Fan, mounted with a proper solid base • Duct: Rectangular Duct (24 G) • Duct Facing Cover: Duct Cover should be covered with Almunium Foil • Connection: Canvas connection • Grill: Aluminium Coated Grill • Water Connection: Auto Connection from source • Warranty: 1 year from the date of Installation/commissioning	NO	1	Yes/No	
The above prices are Firm, without any price esclation; are Rs. per unit Basis; are on FOR Goindwal Sahib basis. Nothing except prices will be entertained in part-II of tender.						
Authorised signatory with seal						

	Annexure-II :	UNPRICED BID FORMAT			
Tender Enquiry No :	1920-019		Dated :	15-05-19	
Item description	Centralized Air Cooling System				
Indent:	124461938				
indent date :	15.02.2019				
Sr. No.	Material Description	Material Specification	Unit of	Req. Qty	Quoted
1	Centralized Air Cooling System	• Name of the item: Centralized Air-cooling System • Capacity: Minimum 10000 CFM at free outlet • Stand: MS Stand • Power Supply: Single phase or three phase • Speed: Single Speed or Multi Speed Machine • Pads & Filters: Cellulose Pad with Pre Filters • Fan Type: Axial Fan, mounted with a proper solid base • Duct: Rectangular Duct (24 G) • Duct Facing Cover: Duct Cover should be covered with Aluminium Foil • Connection: Canvas connection • Grill: Aluminium Coated Grill • Water Connection: Auto Connection from source • Warranty: 1 year from the date of Installation/commissioning	NO	1	Yes/No
GST rate			applicable? (kindly	Applicable / Not applicable	
			kindly tick whether it	Extra / Inclusive	
			% age rate of GST (if applicable)	Please mention clearly>>	
Mention E&C charges			kindly tick whether it	whether extra / inclusive	
			is Extra / Inclusive		
			% age of quoted value (if applicable)	Please mention clearly>>	
Delivery destination (FOR Goindwal Sahib basis)				Please accept>>	
Validity of offers as required by BHEL (days) : 60				Please accept>>	
The above prices are Firm, without any price escalation; are Rs. per unit Basis; and are on FOR Goindwal Sahib basis. We accept all terms and conditions of the Tender Enquiry No :1920-019					
Dated : 15-05-19					
Authorised signatory with seal					