

TENDER

Chapter-I - Notice Inviting Tender (NIT)

Volume – IA: Technical Bid

E - Tender No: 1806184 Date **27-03-2019** comprising of following:

Salient Details of NIT		
S. No.	Issue	Description
1.	Job	Supply, Installation, testing & commissioning of 38 Nos. 1.5 Ton Split Air Conditioner at 1X660 MW Bhusawal TPP on F.O.R destination basis.
2.	E - Tender No	1806184
3.	Details of Tender Document	
3.1	Volume _ I A	Technical Bid – (Pre-Qualification Criteria & Technical Specification)
3.2	Volume _ I B	General Conditions of the Contract (GCC)
3.3	Volume _ I C	Techno-Comm – Compliance Sheet
3.4	Volume _II	Price Schedule
4.	Issue of Tender Documents	Tender documents shall be downloaded through BHEL webpage (www.bhel.com).
5.	Due Date Of Offer Submission	Date: 10-04-2019 Time: 15:00 hrs Bid in hard copy shall be submitted as per instruction provided in NIT (either through registered post/by hand).
6.	Opening of Tender (Techno-Commercial Bid)	Date: 10-04-2019 Time: 16:00 hrs
7.	Cost of Tender	Not Applicable
8.	EMD Amount	Rs. 40,000/- (Rupees Forty Thousand only)
9.	Schedule of Pre-Bid Discussion	Not Applicable
10.	Last Date of Seeking Clarification	Date: 03-04-2019 Along with soft version also, addressing to undersigned & to others as per contact address given below.

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Salient Details of NIT		
11.	Integrity Pact & Details of Independent External Monitor (IEM)	Not Applicable
12.	Latest Updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com) -->Tender Notifications →View Corrigendum(s) and not in the newspapers. Bidders to keep themselves updated with all such information.

Notes:-

- 1.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly ~~digitally~~ signed with company stamp, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained. Unsolicited discounts received after opening of techno-commercial bids shall not be considered for evaluation.**

2.0 Procedure for Submission of Offer

Bidder has to submit their offer to Officer inviting Tender before due date in two parts as follows: -

PART-I:

ENVELOPE – I. Superscribed as :

Part-I (Techno Commercial Bid)

Tender No:

Scope of Supply:

Project:

Due Date of Submission:

The tenderer shall submit the following documents duly signed by authorized signatory with company stamp: -

- Technical bid: Vol-IA TCC as confirmation of acceptance of Terms & Conditions.
- General Conditions of Contract: Vol-IB GCC as confirmation for of acceptance of Terms & Conditions
- Offer Forwarding letter, Chapter-VI, Vol-IA, ICC
- Filled Techno Commercial compliance cum Checklist with details: Full name, mailing address, Fax No., Telephone No., e-Mail ID, place of business: Chapter-VII, Vol-IA, TCC
- No deviation certificate (Chapter-VIII of Vol-IA TCC).
- Declaration by Authorized signatory (Chapter-IX of Vol-IA TCC).
- Bidder's Response to PQR (Chapter-X of Vol-IA TCC)
- Unpriced copy of Price bid as per Chapter-XI of Vol-IA TCC

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- i) All Amendments/Correspondences/Corrigenda/ Clarifications/Changes/ Errata etc pertinent to this NIT.
- j) Documents in support of Technical PQR-A
- k) Copies of Valid PAN No. & GST regn. Certificate.
- l) Documents in support of MSE, if applicable.
- m) Technical specification (Catalogue/leaflet) of equipment offered.
- n) **Original EMD/Proof of EMD**

Important Note

- a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (c) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.
- b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.
 - i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL
 - ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender.
- c. Revision in price bid shall not be allowed after due date & time for tender submission until change in terms & conditions of tender is done by BHEL.

PART-II: PRICE BID consisting of the following shall be enclosed

ENVELOPE-II:

Super scribed as:

Part-II (Price Bid)

Tender No.:

Scope of supply:

Project:

Due Date of Submission

Part-II Price bid shall contain following: -

- i) Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I
- ii) Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)

ENVELOPE-III (MAIN ENVELOPE / OUTER ENVELOPE)

Super scribed as:

Techno-Commercial Bid, Price Bid

Tender No:

Scope of Supply:

Project:

Due Date of Submission:

This Envelope shall contain **ENVELOPE-I & ENVELOPE-II**

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The tender shall be addressed to:

**Addl. General Manager (PURCHASE)
BHARAT HEAVY ELECTRICALS LIMITED
Power Sector Western Region,
SHREE MOHINI COMPLEX, 6TH FLOOR
345 KINGSWAY, NAGPUR- 440 001**

- ❖ Tenders submitted by post shall be sent by “REGISTERED POST WITH ACKNOWLEDGEMENT DUE”. Tenders received after the due date is liable to be rejected. Tender papers may also be submitted by hand delivery or Courier Services or deposited in Dispatch Section of BHEL.
 - ❖ Tenders shall be opened by the authorized official(s) of BHEL at their office. The time and date of tender opening is as intimated/will be intimated at a later date (if changed). The tender shall be opened in presence of Bidders or their authorized representative who wish to be present. Such representatives must bring with them their authorization letter during opening of the price bids. For any clarification, the tenderers should contact authority inviting tenders.
- 3.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ clarification in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.
- 4.0 BHEL reserve the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD). However, BHEL may communicate rejection to the unsuccessful bidder after award of work and acceptance by the successful bidder.
- 5.0 Bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
- 6.0 For any clarification on the tender document, the bidder may seek the same in writing or **through e-mail** within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- ~~7.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be~~

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~~decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.~~

- 8.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer; else BHEL's interpretation shall prevail.
- 9.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD, if any.
- ~~10.0 Bidders shall submit Integrity Pact Agreement (Duly digitally signed by authorized signatory who signs in the offer), if applicable, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. Detail of Independent External Monitor (IEM) for the subject tender is furnished above.~~
- 11.0 The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of evaluation on pre-qualification criteria/ techno-commercial bids, approval/ acceptance of customer (as applicable), etc. BHEL's decision in this regard shall be final & binding. BHEL also reserve the right to reject bidder with unsatisfactory past performance in execution of a contract. BHEL reserves the right not to consider offers of parties under HOLD. BHEL's decision in this regard shall be final & binding.
- 12.0 Tenders must adhere to all volumes of tender and quote accordingly. Any terms & conditions not covered in SCC, will be governed by GCC.
- 13.0 Validity of the offer shall be for Three months from the latest due date of offer submission or specified otherwise in GCC/SCC of tender.
- 14.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 15.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.

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- 16.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 17.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 18.0 The bidder shall submit/upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory (~~through Digital Signature~~), as per the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 19.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 20.0 Order of Precedence
- In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
 - b. Notice Inviting Tender (NIT)
 - c. Price Bid – Volume - II
 - d. ~~Techno Comm - Compliance - Volume - I C~~
 - e. Technical Conditions of Contract (TCC) - Volume- I A
 - f. General Conditions of Contract (GCC) - Volume- I B

It may please be noted that guidelines/rules in respect of suspension of business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.

For BHARAT HEAVY ELECTRICALS LTD

(AGM Purchase)

Chapter-II- IMPORTANT INFORMATION

All correspondences regarding this tender shall be addressed to AGM / PURCHASE BHEL PSWR through BHEL e-procurement portal only. Following are the concerned BHEL officials to whom bidders can contact in case of any difficulty:

- ❖ AGM Purchase, Email id: prchiwarkar@bhel.in, Ph: +91 – 712 – 3048 633
- ❖ Dy. Manager Purchase, Email: rajivkumar@bhel.in Ph: +91-712-3048 717/Mob-9406903682
- ❖ Dy. Manager Purchase, Email: sk@bhel.in, Ph: +91 – 712 – 3048 635
- ❖ Sr. Engineer Purchase, Email id: kabhi@bhel.in , Ph: +91 – 712 – 3048 704

1. Guidelines for Suspension of Business Dealings with Suppliers/ Contractors

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 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,

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then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions.

Suspension of Business Dealings

- ❖ It may please be noted that guidelines/rules in respect of suspension of business dealings', 'Vendor evaluation format' etc may undergo change from time to time and the latest one shall be followed.
- ❖ The offers of the bidders who are on the banned list as also the offer 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 ---> Tender Notification - List of Banned Firms).
- ❖ Abridged version of the extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on www.bhel.com on "supplier registration page" at the following link:
http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13_abridged.pdf

2. All Statutory Requirements as applicable for this project shall be complied with.

3. BHEL 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."

4. The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to take part in future tenders of BHEL

5. Earnest Money Deposit (EMD):

Refundable, Non-interest bearing Earnest Money Deposit (EMD) of **Rs. 40,000 (Rupees Forty Thousand only)** is applicable for this Enquiry. EMD can be deposited in any one of the following methods along with the technical bid, failing which bidder's offer is liable for rejection.

Modes of Deposit

- ❖ Cash Deposit as permissible under the extant Income Tax Act (before tender opening)
- ❖ Banker's Cheque/ Pay Order/ Demand Draft, in favour of Bharat Heavy Electricals Ltd, payable at Nagpur (along with offer)

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- ❖ Electronic Fund Transfer credited in BHEL PSWR, Nagpur account (before tender opening); Bank account details of BHEL PSWR is cited below for EMD remittance purpose

Name of the company	Bharat Heavy Electricals Ltd
Address of the company	Shree Mohini Complex 345, Kingsway, Nagpur - 440001
Name of Bank	State Bank Of India
Name of Bank Branch and Branch Code	SBI, Kingsway Branch, Branch Code-00432
City	Nagpur
Account number	31380025872
Account type	Current A/C
IFSC code of the bank branch	SBIN0000432
MICR code of the bank branch	440002002

- ❖ No other form of EMD remittance shall be acceptable to BHEL.

Procedure for Earnest Money Deposit		
Mode of Submission	Proof of EMD along with the offer	Submission of EMD to BHEL PSWR
❖ DD/Pay Order	Scan Copy has to be uploaded in E-Portal	Original DD/ Pay Order to be couriered to BHEL PSWR, Nagpur before tender opening
❖ EFT	Receipt of Amount Transferred to BHEL Account	
❖ Cash	Receipt of cash deposit at BHEL office	

Proof of Demand Draft/ Pay Order or receipt of Electronic Fund Transfer duly signed is to be submitted along with the Techno Commercial offer.

In case, bidder wishes to furnish EMD in Demand Draft/ Pay Order mode, Original Demand Draft/ Pay Order shall be sent to the officer inviting tender within a reasonable time failing which the offer is liable to be rejected.

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 Performance Bank Guarantee (PBG) or Contract Execution Bank Guarantee (CEBG), as the case may be.

EMD by the Tenderer will be forfeited as per NIT conditions, if after opening and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.

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EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these extant guidelines.

6. Performance bank guarantee (PBG):

Where ever so required, the Supplier shall arrange to provide a Performance bank guarantee (PBG). The indigenous suppliers have to provide the PBG from any one of the Nationalized Banks, listed in the tender terms. However, the PBG shall be confirmed by any of the Bankers listed by us. The PBG shall guarantee the performance of the equipment / materials / items supplied and shall cover the guarantee period. The PBG shall have a claim period of 3 months in addition to the guarantee period. In the event of failure of the supplies made within the guarantee period, BHEL would encash the entire PBG.

The supplier (/s) has to get the PBG format (pre-printed) from BHEL and get the same stamped by the Banker. Change of PBG terms either by the supplier's Banker or by the supplier, after servicing of the order is not acceptable. Similarly, PBG prepared by the supplier (typed by them) will also not be acceptable to BHEL. The pre-printed form issued by BHEL shall be used for making the PBG.

Acceptance of Bank Guarantee (BG) / Performance bank guarantee (PBG) issued by:

a. Any of the BHEL consortium bank listed below:

➤ Nationalised Banks

- ❖ Allahabad bank
- ❖ Andhra bank
- ❖ Bank of Baroda
- ❖ Canara Bank
- ❖ Corporation bank
- ❖ Central bank
- ❖ Indian Bank
- ❖ Indian Overseas Bank
- ❖ Oriental bank of Commerce
- ❖ Punjab National Bank
- ❖ Punjab & Sindh Bank
- ❖ State Bank of India
- ❖ State Bank of Hyderabad
- ❖ Syndicate Bank
- ❖ State Bank of Travancore
- ❖ UCO Bank
- ❖ Union Bank of India
- ❖ United Bank of India
- ❖ Vijaya Bank

➤ **Public Sector Banks**

❖ IDBI

➤ **Foreign banks**

❖ CITI Bank N.A

❖ Deutsche Bank AG

❖ The Hongkong and Shanghai Banking Corporation Limited

❖ Standard Chartered Bank

❖ J P Morgan

➤ **Private Banks**

❖ Axis Bank

❖ The Federal Bank Limited

❖ HDFC

❖ Kotak Mahindra Bank

❖ ICICI

❖ Indusind Bank

❖ Yes Bank

- b. Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that it is enforceable at Nagpur, Maharashtra
 - c. Any private sector banks, with a clause in the text of Bank Guarantee that it is enforceable by being presented at any branch of the bank
- Note: "Bank Guarantees issued by Co-operative Banks are not acceptable".
- d. This PBG clause is a general clause and valid wherever BG (Bank Guarantee) / PBG (Performance Bank Guarantee) / CEBG (Contract Execution Bank Guarantee) is applicable.

7. Reverse Auction Terms & Conditions

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 (*as per format enclosed in **Vol-IC Techno-commercial Compliance***). 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 and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

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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).

As a reminder to the bidders, system will flash following message (in RED color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"

~~Note:- In case the tender is an e-tender and bids are submitted on e-procurement portal of BHEL → <https://bhel.abcprocure.com>, the term 'envelope sealed bid' to be read as "price bid in e-procurement portal".~~

8. MSE Vendors:

Micro & Small Enterprises (MSE) is exempted from Payment of Tender Fees and Earnest Money deposit (EMD) .

To avail this benefit, participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro Small and Medium Enterprises.

MSE bidders can avail the above benefits only if they submit along with offer, attested copies of either **EM II certificate** having deemed validity (5 years from the date of issue of acknowledgement in EM II) or valid **NSIC certificate** or EM II certificate along with CA certificate (Format enclosed as per **MSE Annex** of NIT "Important Information") applicable for the year, certifying quantum of investment in plant & machinery within the permissible limits as per the act for relevant status (Micro or Small) where the deemed validity will be the last date of technical bid submission.

Note: Non submission of said documents by bidders will lead to consideration of their bids at par with other bidders in terms of EMD & cost of tender.

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MSE Annex

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 (Le. 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 _____ Lakhs

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 _____ Lakhs

The above investment of Rs _____ Lakhs is within permissible limit of Rs _____ Lakhs for _____ Micro
/ 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 which is not applicable) and
the date of graduation of such enterprise from its original category is.....

..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its
original category as notified vide 5.0. 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

Chapter-III : Pre-Qualification Criteria (PQR)

❖ Bidder shall meet following Pre-Qualification Criteria (PQR): -

A. Technical:

The bidder should be either prime equipment manufacturer or authorized distributor/authorized dealer of brand quoted.

Valid Supporting documents in the form of proprietorship/dealership/distributor should be submitted with bid.

B. Price Bid Opening

Price bids of those bidders who stand qualified as per technical specification & comply PQR criteria A shall be opened.

Note: Credentials furnished by the bidder against “PRE QUALIFYING CRITERIA” shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected and BHEL reserves the right to initiate any further action as per its internal guidelines.

Chapter-IV: Techno – Commercial Terms and Conditions:**A. Part – I : Technical Specification of Split Air Conditioner:**

❖ Product quoted by bidder must meet the technical specification & scope of work mentioned hereunder:

S. No.	Description	
1	1.5 Ton wall mounted Split AC complete in all respects.	
2	3 star as per latest Bureau of Efficiency Ratings (BEE) — 2018.	
3	Includes voltage stabilizer.	
4	All the accessories required for installation, testing and commissioning is part of this scope including wall mount of split AC, brackets, outdoor unit installation, 3 meter piping, placement of stabilizer, etc.	
5	Refrigerant	R410A, R32, R407C, R134A, or any other equivalent in terms of non-ozone depleting substances.
6	Condensor Coil	Copper
7	Noise level	Not more than 50dB
8	Supply including transportation; installation, testing & commissioning of these ACs in different rooms at 1x660MW Bhusawal Thermal Power Plant. This will also include the transportation from BHEL storage to new office site which will be approximately 500 meters to 1500 meters.	
9	Warrantee	Minimum 1 years for the entire equipment and 5 years in total for the compressor from the date of receipt of material at site.
10	BHEL Scope	Unloading and storage.
11	BHEL Terminal Point	BHEL will provide 15A, 230V, 50Hz electrical socket. From the socket the vendor's scope is till the installation, testing and commissioning.
12	Vendor to specify the make and model of the ACs with the bid.	
13	In line with the Ozone Depleting Substances (Regulation and Control) Rules, 2000 and any further amendments of the Government of India.	

❖ **Bidder to submit the following information along with the offer:**

- i. Technical details of the offered product,
- ii. Product Catalogue along with detail specification of item.

❖ **Bidder to submit the following documents at the time of delivery:**

- i. Operation & Maintenance Manual,
- ii. Warranty Certificate.

B. Part – II (Commercial conditions): -

1. Tenders beyond the scheduled due date & time may be rejected.
2. Offer must be submitted in **Two-Part Bid only** i.e. techno-commercial bid and price bid separately. Single bid offer shall be liable for rejection.
3. No consortium bidding is allowed for the subject tender.
4. Part offer shall be rejected i.e. bidder must quote for the total quantity as per Enquiry.
5. **Price:** Bidders should quote the prices as specified in the Volume – II - Price Bid. Other papers or documents inscribing the rates of material shall be liable for rejection.
6. Firm Price has to be quoted inclusive of all Testing, Inspection, and Service charges etc. Basic price is firm till the supply completion against the Purchase order.

7. Evaluation criteria:

7.1 Price bids of the techno-commercially acceptable offers shall be opened for Price Evaluation.

7.2 Tenders will be evaluated on the basis of “Total Landed Cost to BHEL”, i.e. total cost to the BHEL, taking into consideration loadings, if any, and all available financial advantages, including those available from Owner, taxation authorities etc. (i.e. Credit of GST).

8. Validity of Price: Price submitted shall be valid for (a) **3 (three)** Months from the date of opening of technical bid for the finalization of the tendering processes **and** (b) till the supply of full quantity of equipment within the validity of the purchase order.

Note: - Price Variation Clause (PVC) is not applicable against this tender enquiry.

9. **Delivery Terms:** Suppliers shall quote the rates on F.O.R. Destination basis only. Offers other than F.O.R. Destination Basis shall not be accepted by BHEL.
10. **Transit Insurance:** Shall be arranged by supplier.
11. **Dispatch Modality:** - By Road. Supplier shall supply till the destination site. Proper care should be taken so that damage is not done to material in terms of scratch, shear or any kind of indentation.
12. **Rights of BHEL:** - BHEL does not guarantee ordering of any specific quantity. BHEL reserves the right to negotiate or re-float the tender if the lowest offered price is not found competitive.
13. **Time Schedule:**
 - a) **For Supply:** Material shall be delivered at site within 20 days from the date of Purchase Order.
 - b) **For Installation, testing & commissioning:** Shall be completed within 20 days from the date of clearance given by BHEL for installation, testing & commissioning after receipt of material at site.
14. **Delivery Destination:** The Ship to (Consignee) and Sold to (Buyer) Address is as below:

Ship to (Consignee) and Sold to (Buyer) Address:

BHARAT HEAVY ELECTRICALS LIMITED: PSWR, NAGPUR

Tender No. 1806184

38 Nos. 1.5 Ton Split Air Conditioner

Construction Manager
BHEL Site Office
1x660MW Bhusawal Thermal Power Plant
Bhusawal, Maharashtra - 425307
GST No.: 27AAACB4146P1ZF

15. Payment Terms:

- ◆ 90% of order value shall be released within 45 days after receipt & acceptance of material at site and submission of following documents: -
 - a) GST Complaint Invoice (1 Original + 2 copies)
 - b) Warranty Certificate for Supplies
 - c) Store Receipt Voucher
 - d) Original Bank details endorsed (signed & stamped) by bank for release of payment through RTGS/EFT (format shall be made available at the time of releasing PO).
- ❖ 5% of order value shall be released within 30 days of Completion of Installation, Testing & Commissioning at site duly certified by site Engineer.
- ❖ Balance 5% of order value shall be released within 30 days from the date of submission of Performance Bank Guarantee (PBG - confirmed by Issuing bank). Bank guarantee from any of the consortium Banks of BHEL for 5% of total basic value to be submitted in prescribed format within 30 days from date of completion of supply. The PBG shall be valid up to end of the warranty period (with additional claim period of 3 months after warranty).

Note- In case bidder doesn't agree to furnish PBG, then last 5% payment of total order value (excluding taxes) shall be withheld & same shall be released after completion of warranty period.

❖ For GST:

- ◆ Applicable GST shall be released upon compliance of following:
Vendor has declared such Invoice in their GSTR-1 & has paid the tax to the Government by filing GSTR-3B or any other return/form for payment of tax so that Vendor's invoice details appear in BHEL's GSTR-2A. Payment may not be released if above is not complied & invoice details do not appear in BHEL's GSTR-2A.

- ❖ Performance Bank Guarantee (if any) shall be furnished to the following address:

AGM/PURCHASE
Bharat Heavy Electricals Limited,
Power Sector Western Region,
Shreemohini Complex, 345 Kingsway,
Nagpur - 440001

- ❖ All Payment related documents shall be furnished to the to the following address: -

Construction Manager
BHEL Site Office
1x660MW Bhusawal Thermal Power Plant
Bhusawal, Maharashtra - 425307

BHARAT HEAVY ELECTRICALS LIMITED: PSWR, NAGPUR

Tender No. 1806184

38 Nos. 1.5 Ton Split Air Conditioner

- ❖ All the bank charges including charges for establishing, confirmation and amending the BGs, if necessary, shall be to Vendor's account.

Note: For indigenous suppliers, if the documents are routed through Bank, then all bank charges will be to vendor's account.

- ❖ Paying Authority shall be **Construction Manager BHEL Bhusawal Site**.

16. For any deviation sought in Payment terms by bidder, following loading shall be followed during evaluation of price bids:

- ❖ Base rate of State Bank of India (SBI) (as applicable on the date of bid opening; Techno-commercial bid opening in case of two part bids) + 6%; shall be considered for loading for the period of relaxation sought by bidders.

17. **Liquidated Damages/Penalty:**

- ❖ **For Supply:** LD shall be 0.5 % of basic value of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total order value (i.e. excluding elements of taxes).
- ❖ **For Installation, Testing & Commissioning:** LD shall be 0.5 % of basic value of the uninstalled portion per week of delay or part thereof subject to a maximum of 10% of the total order value (i.e. excluding elements of taxes).
- ❖ Maximum LD for delay in Supply and Installation testing & commissioning together shall be limited to 10% of total PO value (Excluding taxes).
- ❖ In case of LD recovery, the applicable GST shall also be recovered from vendor.
- ❖ In case bidder is not accepting the penalty clause for delayed supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder during price bid evaluation.

18. BHEL reserve the right to cancel the Contract in case of delay in delivery by vendor and failure to comply with quality requirements. BHEL also reserves the right to place the order on the other bidder who has taken part in this tender, subject to his compliance of procedures of BHEL in terms of price.

19. **Short Closure:** BHEL may short close the contract at any stage without assigning any reasons.

Chapter-V : Instructions for filling the Price Bid

1. Bidder shall fill the rates only in the Price format given by BHEL in Volume - II. Other papers or documents along with the price bid inscribing the rates of material shall be liable for rejection.
2. Packaging and Forwarding charges, Freight & transit insurance charges and Installation, Testing & Commissioning charges at Site shall be included in the Basic Cost.
3. Transit Insurance is in the scope of Supplier.
4. Prices to be quoted in **INR**.
5. Bidder must quote the price elements mentioned in price schedule, if any element left blank shall be construed as the price is included in all inclusive F.O.R. price.

Chapter-VI - Offer Forwarding Letter / Tender Submission Letter

Offer Reference _____ **dt.**_____

I/We hereby offer to carry out the work detailed in the Tender Enquiry issued by Bharat Heavy Electricals Limited, Power Sector-Western Region, in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract
5. General Conditions of Contract

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

SIGNATURE OF TENDERER

BHARAT HEAVY ELECTRICALS LIMITED: PSWR, NAGPUR

Tender No. 1806184

38 Nos. 1.5 Ton Split Air Conditioner

Chapter-VII (Techno-Commercial Compliance cum Checklist)

Bidder Name	
Bidder Address	
Contact Person:	
Email Id(s):	
Mobile No.(s):	

S.No	BHEL Requirements	Supplier Acceptance/Remarks
1.	Delivery Terms: FOR Destination	☐ Accepted ☐ Not Accepted
2.	Delivery period	☐ Accepted ☐ Not Accepted
3.	Payment terms	☐ Accepted ☐ Not Accepted
4.	Payment terms Loading	No Deviation Allowed
5.	Liquidated Damages (LD)	☐ Accepted ☐ Not Accepted
6.	Liquidated Damages Loading	No Deviation Allowed
7.	Risk Purchase	No Deviation Allowed
8.	Validity of Offer & Purchase Order	☐ Accepted ☐ Not Accepted
9.	Reverse Auction Terms & Conditions	☐ Accepted ☐ Not Accepted
10.	PAN Card Submitted	☐ Submitted ☐ Not Submitted
11.	PAN No.	_____
12.	GST registration certificate	☐ Submitted ☐ Not Submitted

BHARAT HEAVY ELECTRICALS LIMITED: PSWR, NAGPUR

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38 Nos. 1.5 Ton Split Air Conditioner

S.No	BHEL Requirements	Supplier Acceptance/Remarks
13.	GST registration No.	_____
14.	TYPE OF INDUSTRY (Micro/ Small/ Others) (Valid Documentary evidence to be furnished)	☐ Micro ☐ Small ☐ Others
15.	MSE (Owned by SC/ST) (Valid Documentary evidence to be furnished)	☐ MSE (Owned by SC/ST) ☐ Not Applicable
16.	MSE (Owned by Women entrepreneurs) (Valid Documentary evidence to be furnished)	☐ MSE (Women entrepreneurs) ☐ Not Applicable
17.	UAM No. (If applicable)	_____
18.	Documents in support of being MSE	☐ Submitted ☐ Not Submitted
19.	No Deviation Certificate attached (with required compliance)	☐ Submitted ☐ Not Submitted
20.	Technical Specification / Catalogue	☐ Submitted ☐ Not Submitted
21.	Acceptance of Terms & Conditions of 'Volume-IA Technical Bid'	☐ Accepted ☐ Not Accepted
22.	Acceptance of Terms & Conditions of 'Volume I-B General Conditions of Contract (GCC)'	☐ Accepted ☐ Not Accepted
23.	Provide the Rate of GST here (in %)	
24.	Provide the HSN Code here	
25.	Bidder to specify the make and model of the A. C. for which bid is submitted	

SIGNATURE OF TENDERER

Chapter-VIII (No Deviation Certificate)

Tender Enquiry No: 1806184

Scope of work: - Supply, Installation, testing & commissioning of 38 Nos. 1.5 Ton Split Air Conditioner at 1X660 MW Bhusawal TPP on F.O.R destination basis.

I/WE, M/s _____

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

SIGNATURE OF TENDERER

Chapter-IX(Declaration by Authorized Signatory of Bidder)

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge.

I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorized to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

SIGNATURE OF TENDERER

BHARAT HEAVY ELECTRICALS LIMITED: PSWR, NAGPUR

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38 Nos. 1.5 Ton Split Air Conditioner

Chapter-X (Bidders Confirmation in response to PQR)

Sl. No.	PQR Requirement	Bidder Remarks
1	<u>PQR-A: Technical</u> The bidder should be either prime equipment manufacturer or authorized distributor/authorized dealer of brand quoted. Valid Supporting documents in the form of proprietorship/dealer ship/distributor should be submitted with bid.	

SIGNATURE OF TENDERER

BHARAT HEAVY ELECTRICALS LIMITED: PSWR, NAGPUR

Tender No. 1806184

38 Nos. 1.5 Ton Split Air Conditioner

Chapter-XI (Un-Price Bid)**Tender Enquiry No:** 1806184**Scope of work:** - Supply, Installation, testing & commissioning of 38 Nos. 1.5 Ton Split Air Conditioner at 1X660 MW Bhusawal TPP on F.O.R destination basis.

Sl. No.	Item Description	Unit	Qty	Bidder's Remark (Please Tick)
1	Supply, Installation, testing & commissioning of 1.5 Ton Split Air Conditioner as per technical specification at 1X660 MW Bhusawal TPP	Nos.	38	☐ Quoted for all items ☐ Not Quoted

SIGNATURE OF TENDERER