

 ISO 9001, ISO 14001, OHSAS 18001 &SA8000 Certified Company SubContract and Purchase Department.	भारत हेवी इलेक्ट्रिकल्स लिमिटेड (भारत सरकार का उपक्रम) BHARAT HEAVY ELECTRICALS LIMITED (A Govt. of India Undertaking) पावर सेक्टर, उ.क्षे.परिसर, प्लॉट नं.25, सेक्टर-16ए, पोस्ट बॉक्स सं.55, नोएडा-201301, Power Sector-Northern Region, Plot no.25, Sector 16 A, Noida -201301 Ph : 0120-2416567/2416296 , Fax: 0120-2416528 / 2416525 E-mail: alfamigbal@bhel.in ; rksingh@bhel.in
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E-TENDER ENQUIRY NO. & DATE	BHEL/PSNR/SCP/AI/E-2948 (E-Tender) & DATE: 09.05.2018
DUE DATE & TIME OF TENDER SUBMISSION	On or Before 19.05.2018 AT 15:00 HRS
DUE DATE & TIME OF OPENING OF TENDER	On or Before 19.05.2018 AT 15:30 HRS

TENDER ENQUIRY

BHEL Power Sector, Northern Region invites sealed quotation for the following in **two part bid** system **THROUGH E-PROCUREMENT PORTAL** <https://bhel.abcprocure.com> **ONLY**;

DESCRIPTION OF STORE	DESTINATION FOR SUPPLY	DELIVERY SCHEDULE
SUPPLY OF <u>NON IONIC SURFACTANT</u> AS PER TECHNICAL SPECIFICATIONS	BHEL-PSNR GADARWARA SITE	Dispatch of Material within 2 weeks from dispatch clearance based on TC's by indenter. Vendor to submit the test certificate with in week of P.O.

DELIVERY REQUIRED AT - CONSIGNEE:

CONSTRUCTION MANAGER,
BHEL SITE OFFICE, GADARWARA,
2x800 MW, Tehsil: Gadarwara, Distt: Narsinghpur, M.P.-487551.

IMPORTANT NOTE:

*This is an E-tender floated online through our E-Procurement Site <https://bhel.abcprocure.com>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com>. Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids are invited in two parts & shall be submitted as described below. **No hard copy of Bid or bids through email/fax/courier/post shall be accepted.***

The Tender Document comprise of following:

1. Covering Page : Page 1-2 of NIT
2. PART – 'A' : QUALIFYING REQUIREMENTS (QR)
3. PART – 'B' : TECHNICAL SPECIFICATIONS

4. PART – 'C' : SPECIAL CONDITIONS OF CONTRACT (SCC)

5. PART – 'D' : UNPRICE FORMAT

6. PART – 'E' : PRICE SCHEDULE

**7. GENERAL CONDITIONS OF CONTRACT (GCC) – Rev. – 01 Dtd. 28.11.2016
(Page 1 – 33, separately enclosed)**

QUALIFYING REQUIREMENTS (QR)

1. Bidders must submit Purchase Order copy of following chemicals as specified below (of any grade / concentration) in last 2 years from the Tender Enquiry date:

1. NON-IONIC SURFACTANT

2. BIDDER SHOULD HAVE A MINIMUM AVERAGE ANNUAL TURNOVER DURING LAST THREE (03) FINANCIAL YEARS -i.e. Min. Rs. 2.00 Lacs.

NOTE - 1:

1. Bidder to submit Audited Balance Sheet and Profit and Loss Account of the Company for last (3) three Financial Years in support of Sl. No. 2 as above.

NOTE - 2:

- i. In case annual accounts of last Financial Year are not audited, then bidder should submit the audited account of previous three Financial Years.
- ii. In case audited annual accounts have not been submitted for all three years as indicated above, then applicable audited annual accounts as submitted by the bidder against the requisite three years will be averaged for three years.

NOTE - 3:

BIDDER/VENDOR TO SUBMIT ANNEXURE – XII OF GCC REGARDING AUTHENTICITY OF DOCUMENTS SUBMITTED AGAINST QUALIFYING REQUIREMENTS.

PART – 'B'**TECHNICAL SPECIFICATIONS**

S.No.	SPECIFICATION		
	Description	UNIT	QTY
1.0	Non Ionic Surfactant Effectiveness of Degreasing Property: To be effective with 0.05% concentration in DM water at 60 temperature in 3 hours. pH: 5.5 – 7.5 (1% sol. In distilled water) The effectiveness of degreasing property is to be inspected by 'Water Break Test' as specified in 'ASTM F22'. Test temp. shall be 60 deg. C A test Certificate, from a laboratory accredited by NABL, to this effect has to be submitted by the supplier.	Litre	500
2.0	SPECIAL CONDITIONS:		
2.1	<u>SHELF-LIFE:</u> Shelf life shall be min. 06 Months from date of receipt of chemicals at site.		

NOTE:

1. The materials being offered should be strictly as mentioned above. To be supplied in Single LOT.
2. Supply quantity tolerance is +2%.

SPECIAL CONDITIONS OF CONTRACT (SCC)**1.1 IMPORTANT NOTES:**

This is an E-tender floated online through our E-Procurement Site <https://bhel.abcpocure.com>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcpocure.com>. Offer invited in two parts only. No Hard copy bid through email/ fax/ courier shall be accepted/entertained. Bids in two parts & shall be submitted as described below:

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING DOCUMENTS
TECHNICAL OFFER	1). Scanned copy of Covering letter of offer (To be attached in Attachment section). 2). Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section). 3). Scanned copy of Techno-Commercial Offer (To be attached in Attachment section). 4). Duly filled all annexures except price & unpriced format (To be submitted with offer). 5). All supporting documents/ Annexures etc., as applicable (To be attached in Attachment section). 6). No deviation certificate in bidders letterhead as per format given in GCC (To be attached in Attachment section). 7). Certificate of Price Justification in bidders letterhead as per format given in ANNEXURE of GCC (To be attached in Attachment Section).
PRICE BID	8). Duly filled in Price Schedule as per Tender. (To be submitted with offer)

1.2 SCOPE OF WORK:

a) SUPPLY OF **Non Ionic Surfactant** to CONSTRUCTION MANAGER, BHEL SITE OFFICE, GADARWARA, 2X800 MW, Tehsil: Gadawara, Distt: Narsinghpur, M.P.-487551. on F.O.R. Destination Basis. Unloading of materials at Destination/ Site shall be in BHEL's scope.

2. PRICE BASIS:

Price in INR should be quoted for F.O.R destination delivery at BHEL SITE OFFICE, BHEL SITE OFFICE, GADARWARA, 2X800 MW, Tehsil: Gadawara, Distt: Narsinghpur, M.P.-487551

3. EVALUATION CRITERIA:

Tender will be evaluated based On the Net Cost to BHEL on F.O.R basis, as indicated in Price Bid (PART – "E") of Tender.

NOTE REGARDING PRICE BID (PART – "E"): Bidders are requested to quote for each and every item as indicated above on F.O.R. Destination basis - all inclusive price (i.e. inclusive of all taxes & Duties). No hidden charges shall be accepted (in the form of statements like on A/c. of BHEL/in your account/unknown etc.), the same shall be construed as in account of vendor/bidder and treated as "NIL" w.r.t. amount payable by BHEL.

4. TAXES AND DUTIES:

4.1. Price quoted should be inclusive of all applicable charges, excluding GST & Cess thereon (if any). The Contractor shall pay all other taxes, fees, royalty, commission etc. which may be levied on the input goods & services consumed in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, it shall be recovered from contractor's bills or otherwise as deemed fit.

4.2. Vendor has to issue correct HSN code wise bill indicating basic value, rate, due tax etc.

4.3. Vendor should intimate concerned package in charge through e-mail with a copy to Construction Manager and Finance official regarding goods transported, copy of invoices, GR etc. Special care should be taken in case of month end transaction. Once e-way bill provisions are finalized, same has to be complied with under intimation to BHEL. It should also be ensured that there should not be any difference between date of GR and Invoice issued by Vendor / Supplier.

4.4. GST portion of invoice shall be released only when: -

- a. Vendor / sub-contractor declared such invoice in his GSTR-1 and
- b. First Copy of Original Tax invoice has been received by BHEL,
- c. Goods / Services and Tax invoice have been received by BHEL and
- d. Documentary evidence or Undertaking regarding discharge of GST liability in respect of supplies made by vendor has been furnished.

Alternatively, GST payment can be released against Bank Guarantee of appropriate value.

4.5. In addition to point no.4 above, for the purposes of claiming GST from BHEL, Invoices to be issued by contractor should be in line with provisions of GST Act & Rules.

4.6. Any upward variation in taxes shall be considered for reimbursement provided goods are supplied as per schedule date stipulated in contract.

In case the Government imposes any new levy/tax on the output service / goods / after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contractor only and within the contractual delivery Period only.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

4.7. Above noted points are illustrative in nature and any loss to BHEL due to non-compliance of GST Provisions / revisions of return etc. by Vendor / Contractor shall be to his account.

4.8. Modalities of Tax Incidence on BHEL:

Where GST law permits more than one option or methodology for discharging liability of tax / levy / duty; BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL as well as procedural simplicity with regard to assessment of the liability.

The option chosen by BHEL shall be binding on the contractor for discharging the obligation of BHEL in respect of the tax liability to the contractor.

4.9. Road Permit / E-way Bill of BHEL shall be issued (if required).

5. INSPECTION AND TESTING:

- A.** Test Certificate required before despatch, however final inspection/testing will be done at site. Vendor to submit the TC within one week of PO. Purchase order No., name of buyer, Lot/batch no. shall be mention on the TCs.

NTPC will review the test certificates.

MATERIALS FOUND DEFECTIVE/UNACCEPTABLE AT THE TIME OF DELIVERY/ACTUAL USAGE SHOULD BE REPLACED FREE OF COST/WITHOUT ANY EXTRA COST AND THE DECISION OF BHEL/BHEL's CUSTOMER IN THIS REGARD SHALL BE TREATED AS FINAL.

- B.** The material being offered should be strictly as per Tender Specification. The material supplied should confirm to Indian Standard Specification or B.I.S. as per tender specification. The supplier shall send the Manufacturer Test Certificate along with each consignment and all charges to this account will be borne by the supplier.
- C.** The material supplied should be suitably supplied in standard packing of drum/containers/bags with suitable marking depicting Chemical Name, Manufacturing AND/OR Expiry Date, Lot No./Batch No. etc. on each and every bag (as applicable).

6. DELIVERY:

Dispatch of Material within 2 weeks from dispatch clearance based on TC's by indenter. Vendor to submit the test certificate with in week of P.O.

Note: LR/ GR/ RR date for indigenous supplies shall be treated as the date of dispatch for levying LD. However if date of receipt of material at destination is beyond ten (10) days from the date of LR, such excess period shall be considered for LD purpose. The supplier shall transport the material on behalf of BHEL to destination site within the quoted rates (in line with Clause 15 of General Commercial Terms & Conditions of GCC).

7. TRANSIT INSURANCE: Transit Insurance of material is in Supplier's scope.

8. VALIDITY OF OFFER: Offer should be valid for a period of **90 Days** from the date of Techno-commercial Bid (Part-I) opening.

9. PAYMENT TERMS:

90% PAYMENT AGAINST SUPPLY (SRV) & TEST CERTIFICATE SUBMISSION & 10% PAYMENT AFTER 60 DAYS OF RECEIPT OF MATERIALS AT SITE.

10. BILLING & DISPATCH DOCUMENTS:

1. Original Tax Invoice (As per Cl. No. 4 above)
2. COPY of LR/GR.
3. Test Certificate
4. MSDS
5. Shelf Life Certificate

11. PERFORMANCE BANK GUARANTEE & EMD: Not applicable.

12. PAYING AUTHORITY: CONSTRUCTION MANAGER, BHEL SITE OFFICE, GADARWARA, 2X800 MW, Tehsil: Gadarwara, Distt: Narsinghpur, M.P.-487551.

13. GUARANTEE / WARRANTY: As per clause 11 of General Commercial Terms & Conditions of GCC.

14. MSE BIDDER: As per **clause 11** of Instruction to Bidders of GCC.

15. REVERSE AUCTION: As per clause 9 of Instruction to Bidders of GCC.

16. In case of awarding of new Contract for balance work/supply or Termination of existing Contract as the case may be (as per Clause no. 1.7: General Instructions – Instructions to Bidders/Clause 16.0: Termination – General of Commercial Terms & Conditions of GCC) Risk & Cost amount and Process for Recoveries shall be as below:

Risk and Cost against Balance Work:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor will be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

The following sequence shall be applicable for recoveries from contractor/ supplier on whom Risk & Cost has been invoked, after informing the Contractor/Supplier of the total proposed recovery:

a) Dues available in the form of Bills payable to contractor/ supplier, SD, BGs against the same contract.

b) Demand notice for deposit of balance recovery amount will be sent to contractor/ supplier, if funds are insufficient to effect complete recovery against dues indicated in (a) above.

c) If contractor/ supplier fails to deposit the balance Risk & Cost amount as per (b) above within the period as prescribed in demand notice, following action shall be taken for balance recovery:

i). Dues payable to contractor/ supplier against other contracts in PSNR/BHEL shall be considered for recovery.

ii). If recovery cannot be made out of dues payable to the contractor/ supplier as above, balance amount to be recovered, shall be informed to other Regions/Units of BHEL for making

recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor/ supplier.

iii). In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor/supplier.

17. PROCEDURE FOR SUBMISSION & OPENING OF TENDERS:

17 FOR E – TENDER (ONLINE) MODE:

17.1.1 E-Tender shall be floated online through BHEL E-Procurement site (<https://bhel.abcprocure.com>). Bidder should respond by submitting their offer online only in BHEL E-Procurement site (<https://bhel.abcprocure.com>). No other mode of offer submission, i.e. hard copy of bid or bids through Courier/ Post/ Email/ Fax shall be accepted. Tender shall be submitted in Two parts as described below on or before the Due date and time of Tender submission indicated in the NIT.

PART – I: TECHNO-COMMERCIAL BID

The following documents to be uploaded in BHEL E-Procurement site (<https://bhel.abcprocure.com>);

- Scanned copy of **Covering letter of Offer**. *(to be attached in Attachment Section)*
- Scanned copy of **documents against Pre-Qualification criteria**. *(to be attached in Attachment Section)*
- Scanned copy of **Tender documents (NIT, SCC & GCC)** signed & stamped in each page by Authorized representative of bidder except price bid. *(to be attached in Attachment Section)*. Tender documents (i.e. NIT, SCC & GCC) uploaded through supplier login shall be consider as deemed acceptance of tender terms and conditions by the bidder (even if not specifically signed and stamped on each page).
- Scanned copy of **list of Deviations** (Technical and Commercial). *(to be attached in Attachment Section)*
- Scanned copy of **applicable Annexures of GCC, i.e. No deviation certificate, Check list, Non-disclosure certificate etc.** duly filled & signed. *(to be attached in Attachment Section)*
- Scanned copy of **other relevant documents, copy of Pan card** etc. *(to be attached in Attachment Section)*
- Duly filled in **Un-price Schedule** as per NIT. *(To be submitted with offer)*

PART-II: PRICE BID

The following documents to be uploaded in BHEL E-Procurement site (<https://bhel.abcprocure.com>);

- Duly filled in **Price Schedule** as per NIT. *(To be submitted with offer)*

17.1.2 Tenderer can review & revise their submitted offers till due date & time of tender submission.

17.1.3 PART-I (techno-commercial bid) shall be opened on the due date and time as specified in the NIT. Tenderers or their authorized representatives may witness the event online through BHEL E-Procurement site (<https://bhel.abcprocure.com>).

NOTE: In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day.

17.1.4 Tenderers whose bids are found techno commercially qualified shall be informed the date and time of opening of the Price Bid through system generated email from BHEL E-Procurement system. Tenderers or their authorized representatives may witness the event online through BHEL E-Procurement site (<https://bhel.abcprocure.com>).

17.1.5 Digital Signing of E-Tender:

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person of Bidder having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

17.1.6 Requirements for Login & uploading of Tender:

- A PC with internet connectivity
- DSC (Digital Signature Certificate): Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION
- Please note that only with DSC, Bidder will be able to login the e-procurement secured site and take part in the tendering process.
- Bidders are also requested to go through seller manual available on (<https://bhel.abcprocure.com>)

17.1.7 In case of E-Procurement assistance & Training, Bidder may contact to the BHEL's E-Procurement Service Provider, i.e. M/s e-Procurement Technologies Limited. The address and contact details are as follows;

M/s e-Procurement Technologies Limited
A-202/208, Wall Street-II, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge,
Ahmedabad-380006. Gujarat.

Contact Details:

Name	Contact Nos.	e-mail ID	Role	Location
Swapnil Hamilton	+91 79 40270549	swapnil.h@eptl.in	Support Executive	HO – Ahmedabad
Hardik Oza	+91 79 40270560	Hardik.oza@eptl.in	Support Executive	HO – Ahmedabad
Ankur Bhatt	+91 79 40270590	ankur.bhatt@eptl.in	Support Executive	HO – Ahmedabad

Prashant Rajyaguru	+91 79 40270545 / 9016859416	prashant@eptl.in	Ast. Manager – Implementation & Support	HO – Ahmedabad
Dharam Rathod	+91 79 40270596 / 9374519754	dharam@eptl.in	Manager – Implementation & Support	HO – Ahmedabad
Pradip Parmar	+91 79 40270532 / 9328657215	pradip@eptl.in	Sr Manager – Implementation & Support	HO – Ahmedabad
Devang Patel	+91 79 40270576 / 99983 05442	devang@eptl.in	Sr Manager – Implementation & Support	HO – Ahmedabad

- 17.2** No correspondence shall be entertained from the tenderers after the opening of Part-II (Price bid) of the tender.
- 17.3** Purchaser may negotiate the tender, if the quoted rates/terms are found to be unreasonable or in the unacceptable range.
- 17.4** All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in the BHEL web page (www.bhel.com)/ BHEL E-Procurement portal (<https://bhel.abcprocure.com>)/ CPP portal (www.eprocure.gov.in) and **not in the newspaper**. Bidders shall keep themselves updated with all such amendments.

18. ORDER OF PRECEDENCE:

In case of contradiction / conflict, the order of precedence shall be in the order as per clause **24** of General Commercial Terms & Conditions of GCC.