Domain :	bhel.abcprocure.com				
Parent department:	BHEL Trichy				

Unit name	:	BHEL Trichy			
Purchase group	:	FB Consumable-PRDN	RFQ/NIT/Enquiry Officer	:	RAJAPRAKASH K
Event ID	:	30183	RFQ/NIT/Enquiry no.	:	1901900138
Enquiry Date	:	21/06/2019 05:30:00			
Tender Description	:	SUPPLY OF LIQUID OXYGEN (LOX) CONFORMING TO IS:309 (LATEST) TO PPPU, THIRUMAYAM			
Terms & Conditions	:	1. The Enquiry is a Two Part E procurement Enquiry. Offer from any other mode will not be accepted. 2. Supplier should supply Liquid Oxygen conforming to IS 309 (Latest revision) in Suppliers tanker along with PDS, MSDS and TC conforming to its specification for each supply. 3. Quantity tolerance of +-2% is included in this Enquiry. 4. Supplier shall suitable arrange the required end joint with gaskets or other suitable joint mating for Liquid Transfer. The storage tank available in PPPU, thirumayam is BHEL's Own Tank (INOX make). 5. Bidders should attach scanned copy of Duly filled in and signed copy of Annexure A, Annexure B and Annexure PQC			
Product / service / work keywords	:	Liquid Oxygen Gas,			
No. of Bid Parts	:	Multiple	Envelope	:	Techno-commercial bid , Price bid
Type of contract	:	Goods	Project duration / delivery or completion period	:	730 DAYS
Download document	:	Before login	RFQ floated under the policy	:	PP-PURCHASE POLICY
Estimated Category	:	F	No. of items already attached	:	1
Delivery/Location At	:	PPPU, THIRUMAYAM	Delivery Date	:	31/08/2021 05:30:00
Inspection by Agency	:	ENGINEER IN CHARGE, PPPU, THIRUMAYAM	Inspection Location	:	PPPU, THIRUMAYAM
Min. bid required	:	2			

Bid submission configuration

Bid evaluation	:	Item wise	Bidding access	:	Open Tender
Base currency	:	INR	Bidding type	:	NCB/Indigenous

Key configuration

Pre-bid meeting	:	Don't allow

Dates configuration

Document downloading start date	:	22/06/2019 14:00:00	Document downloading end date	:	05/07/2019 14:00:00
Bid submission start date	:	22/06/2019 14:00:00	Bid submission end date	:	05/07/2019 14:00:00
Bid opening date	:	05/07/2019 14:30:00			

Document / EMD / Security fee detail

Document fees	:	Not required	EMD	:	Not required

Bidding forms

PRICE BID

PRICEBID TEMPLATE

Note:

Unit rate quoted should be exlusive of GST

MATERIAL CODE	ITEM NAME	QUANTITY	UNIT OF MEASUREMENT
000000130030220000	OXYGEN GAS	90000.00	M3

Information for Online Participation

Bidder who wish to participate in this tender needs to procure Digital Certificate as per Information Technology Act-2000 using that they can digitaly sign their electronic bids. Bidders can procure the same from any or the CCA approved certifying agencies, or they may contact e-Procurement Technologies Ltd. at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid digital Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact,

e-Procurement Technologies Ltd.
Corporate Office:
Address : A-201/208, Wall Street - 2, Opp. Orient Club,
Nr. Gujarat College, Ellis Bridge,
Ahmedabad - 380006, Gujarat(INDIA)

Digital Certificate Contacts

Contact Person : Mr. Himalay Vaishnav
Cell : +91-9099090830
Phone Nos. : +91-9099090830
Fax No :
e-Mail : info@abcProcure.com

Support Team Contacts

Contact Person : BHEL Support Team Ahmedabad
Cell : +91-9265562819
Phone Nos. : +91-79-68136809/871/861/823/872
Fax No :
e-Mail : Bhel.Support@abcProcure.com

Bidder who wish to participate in e-Tender need to fill data in predefined forms of Price bid available in respective tender only.

After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.Bidder need to submit Document Fees, EMD & Reference Documents in hard copy if such instruction are given by tendering authority.As Per the new Inter-operability guidelines released by Controller of Certifying Authorities(CCA), the Secured Socket Layer(SSL) certificate for a e-procurement application is generated on a new algorithm, SHA2.

Also, the Digital Certificates that will be applicable for these platforms have to be SHA2 algorithm complaint. For the same, the users have to ensure that they have Windows XP(SP3)/Windows Vista/Windows7 installed in their respective PC/Laptop.In case of Windows XP Service pack - 3, if you get any issue you can install the SSL patch, which is available at our download section of our e-Tender/e-Auction Portal and also at our corporate website www.abcprocure.com just below the label of "Knowledge section".

Fraud Prevention

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.

Preference to Make in India

For this procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable. Default margin of purchase preference shall be 20% to local suppliers with default minimum local content of 50%.

ANNEXURE - PQC

ENQ.NO:

	Material: LIQUID OXYGEN	
Sl.No	**PRE QUALIFICATION CRITERIA ---Points**	**Vendor to confirm**
01	*Acceptance for supplying LIQUID OXYGEN as per IS:309 / Latest Revision(with medical purity of 99.5% of supply to BHEL.*	*ACCEPTED / NOT ACCEPTED*
02	*Bidders have to confirm whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments/any other units of BHEL. (With reference to S.No.15 of Annexure – A).*	*YES / NO*
03	LIQUID OXYGEN IS TO BE MOBILISED IN SUPPLIERS OWN TANKER AND DELIVERED AT BHEL ROUND THE CLOCK INCLUDING SUNDAYS / HOLIDAYS. BHEL HAS THE STORAGE TANK FACILITIES AND SUPPLIER HAS TO MATCH THE COUPLING REQUIRED FOR UNLOADING THE LIQUID OXYGEN.	*YES / NO*
04	Necessary flange / fitting / accessories to be arranged by the supplier for unloading the product according to BHEL tank fitting / flange type given in the enquiry. (The storage tank available is BHEL's Own Tank (INOX Make).	*ACCEPTED / NOT ACCEPTED*
05	**MEASUREMENT CRITERIA:** THE SUPPLY IN KGS. WILL BE ARRIVED FROM THE WEIGHT DIFFERENCE BETWEEN INCOMING TANKER AND OUTGOING TANKER. THE CONVERSION FACTOR FROM WEIGHT TO VOLUME IS "1KG. LIQUID OXYGEN = 0.77 CUMR OF GAS" AT 27 DEG C AND AT 1 ATMOSPHERE.	*ACCEPTED / NOT ACCEPTED*

NOTE:

Offers meeting the above prequalification criteria points only will be evaluated further. Otherwise it will summarily be rejected.

SIGN AND SEAL OF AUTHORIZED PERSON

Annexure A

QUOTATIONS:

1.

a. Interested bidders / Suppliers shall submit their offer through e-Procurement mode at https://bhel.abcprocure.com. Offers in any other mode will not be accepted. For Enterprise Procurement System (EPS) Bidders/Suppliers are requested to follow these steps.

REQUIREMENTS

1. Computer with good Internet Connection (Minimum 256 kbps).
2. Operating System should be Windows Vista / Windows 7 and above.
3. Web Browsers: IE 9.0 (32-bit Browser only) & above, Mozilla Firefox up to version 51 (32 bit / 64 bit), Google Chrome 20.0 to 41.0
4. System Access with Administrator Rights
5. Digital Certificate: To participate in an e-Tender, you need to have a Class-II/III Digital Signature Certificate (DSC) for Signing & Encryption (Required both digital signature certificate: Signing & Encryption) of bids issued by any of the valid Certifying Authorities (approved by Controller of Certifying Authorities) in India. Valid Digital Signature Certificate (DSC) must be installed in a computer system from where you want to access the website.

Steps for registration & bidding:

For registration & submitting bids, vendors shall follow the link "Bidder manual for BHEL Bidders" in https://bhel.abcprocure.com.

In case of any assistance, please call the following Nos for support:

Contact: +91-79-40270549/560/590

General Conditions:

a. Bidders are requested to quote their offer price on F.O.R Destination (BHEL/Stores) basis only (The basic price of the material quoted in the bid should be inclusive of Packing, Forwarding, freight and transit insurance, etc.,). Ex-works offers will be summarily rejected without further clarification.

b. No charges shall be indicated as "Lumpsum" or "Approximate" in absolute value. All charges like taxes and duties should be clearly specified as "percentage" of the quoted rates.

c. Manufacturer's name, trademark or patent no. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation wherever necessary.

d. Products with I.S.I. certification marks will be preferred.

e. The Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept in Part or full without assigning any reason whatsoever.

f. 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.

g. 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.

h. 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.

2. Offers should have a validity of minimum 90 days from the date of Tender opening. The quoted/Finalized rates shall be Firm till completion of the supplies including amendment / deviation / extension if any in quantity / date.

3. 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.

4. Ranking L-1, L-2 etc. shall be done **on individual item basis** for the techno-commercially acceptable offers on landed cost to BHEL, PPPU, thirumayam 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, revised bid in sealed cover will be obtained from the L1 Bidders.

5. 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.

6. TERMS OF PAYMENT: (Indigenous)

Payment term is 100% direct payment after 45 days from the date of receipt and acceptance of materials. For Liquid Oxygen Supply. Any other payment terms are not acceptable.

7. LD clause & Risk purchase clause are applicable.
(Any deviations in the LD shall attract loading to the extent of relaxation sought to which it is not agreed by the bidder at offered value).

Staggered delivery schedule
In case of staggered delivery schedule, if the Supplier fails to deliver the quantity of any line item of the P.O within the period specified in that line item, Purchaser shall deduct Liquidated Damages, 0.5% of the undelivered portion per week delay or part thereof subject to maximum of 10% of the total order value.

Liquidated Damages (LD): (Any deviations shall attract loading to the extent of relaxation sought to which it is not agreed by the bidder at offered value).

RISK PURCHASE: Alternatively, the purchaser at his option 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 time stipulated as aforesaid or if the same were not available, the best and the nearest available substitutes therefor. The supplier shall be liable for any loss, which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in LD clause above.

8. GST: For supplies after implementation of GST i.e. after 30.06.2017, the following conditions will apply and supplier shall fully comply to the below points.

Indigenous suppliers:

a. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration no which should clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.

b. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.

c. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

d. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.

e. All documents like Mill Test Certificate, LR copy, Guarantee/Warrantee certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.

f. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.

g. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

h. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers / contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.

9. PACKING, MARKING & DELIVERY: The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit. Supply in bulk by supplier's vehicle and to be decanted into storage vessel installed in BHEL, PPPU, Thirumayam. Necessary flange / fitting / accessories to be arranged by the supplier for unloading the product according to BHEL tank fitting / flange type given in the enquiry.

10. **SPECIAL PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSE) BIDDERS:**
SPECIAL PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSE) FOR MANUFACTURE ONLY AND NOT FOR THE TRADERS/DEALERS OF SERVICE CATEGORY - VIDE OFFICE MEMORANDUM CIRCULAR OF MICRO, SMALL & MEDIUM ENTERPRISES, CLAUSE – I, DT: 09.02.17)

i. Payments for MSE Indigenous vendors will be as MSMED Act, 2006.

ii. 25% of the tendered quantity is earmarked for MSE Vendors (Manufacturers only and not for the Traders/Dealers of Service Category - Vide Office Memorandum circular of Micro, Small & Medium Enterprises, Clause – i, dt: 09.02.17) in this tender. If L1 offer is from a Micro / Small enterprise, this provision is not applicable.

iii. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. In event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 6.25% sub-target for procurement ear-marked MSE owned by SC / ST entrepreneurs shall be met with other MSE enterprise/s.

iv. Out of the 25% tendered quantity reserved for MSE suppliers, 3% shall be earmarked for procurement from MSE owned by women entrepreneurs. In event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 3% sub-target for procurement ear-marked MSE owned by women entrepreneurs shall be met with other MSE enterprise/s.

v. In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.

vi. MSE suppliers can avail the intended benefits only if they submit along with the offer, Udyog Aadhar Memorandum (UAM) along with attested copy of a CA certificate (Format enclosed as per Annexure I) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for the enquiry if any deficiency in the above required documents is not submitted before the 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. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements

vii. In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL.

viii. In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like tendered items being a system, tendered quantity being low etc., then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1.

11. SHARING OF QUANTITY:

a. Sharing of Quantity is not applicable in this Enquiry and the entire Enquired quantity will be on L1 Bidder only.
b. If L1 vendor is Non MSE and in case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the entire quantity of that item subject to acceptance of L1 price by MSE vendor.
c. In case of counter offering rate has not been accepted by MSE vendors or L1 vendor is MSE, entire quantity will be ordered on L1 vendor.

12. Tolerance of +-2% will be included in this Enquiry.

13. Conditional offers are likely to be rejected.

14. The correspondences between the bidder and BHEL through email are considered as valid document legally though not signed. It is treated as valid confirmations made on behalf of the respective company and comes under the legal ambit of the business transaction and hence binding on both the parties.

15. Disclaimer Clause: 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.

16. Bidders participating in the tender should declare in their technical bid whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer, it will be construed that the bidder is not under any such hold. However, at a later date if it comes to the notice of BHEL about any such hold under enforcement, BHEL reserves the right to reject the offer at any point of time and also under any stage of the finalization of the tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably.

17. BHEL reserves the right to negotiate or re-float the enquiry opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.

18. Unloading at BHEL has to be done by the suppliers and BHEL will not be in a position to provide any handling / unloading facilities.

19. Bidders not confirming to the enquiry specifications will be disqualified.

20. If Guarantee / Warranty period is applicable as per tender specification, No deviation permitted and deviated offers are liable for rejection.

21. IMPORTANT NOTE: BHEL WILL CONSIDER THE RANKING AFTER THE LOADING IS APPLIED AS REFFERED ABOVE WHEREVER DEVIATIONS ARE OBSERVED.

22. No revision of prices will be entertained at any circumstances after tenders are opened.

23. The Tender Due date falling on public holiday due to any circumstances, the tender will be opened on next working day.

24. Delivery goods/ items should be securely and suitably packed to avoid transit damages.

25. The vendor should attach scanned copies of the following annexures duly filled in, sealed and signed by the vendor (Part-I).

- Annexure A (Terms and conditions).
- Annexure B (Commercial confirmation format).

27. The commercial confirmation format (as per annexure B) should be submitted along with the technical bid, without fail. Terms and conditions to be confirmed /accepted/mentioned in your technical bid and the format (which we have mentioned in our enquiry as per annexure B) should be the same, without any variation/deviation. In case of variation/deviation between the technical bid and format, the details furnished in the format (as per annexure B) only are considered for evaluation.

28. Any communication / clarification regarding the tender shall be sent to the following

E-mail: pgavictor@bhel.in
Phone no. 0431-2577645

ANNEXURE –B

COMMERCIAL TERMS CONFIRMATION REQUIRED FROM THE SUPPLIERS TO BE SUBMITTED ALONG WITH PART – I (TECHNO COMMERCIAL BID)

S. NO	DESCRIPTION	BHEL REQUIREMENTS	SUPPLIER CONFIRMATION / DEVIATION (STRIKEOUT WHICHEVER IS NOT APPLICALE)
1	VALIDITY	90 DAYS FROM DATE OF PRICE BID OPENING	NON DEVIATABLE
2	PRICE QUOTED	FOR-DESTINATION PPPU, THIRUMAYAM	NON DEVIATABLE
3	DELIVERY SCHEDULE	IMMEDIATELY ON ISSUE OF PURCHASE ORDER IN STAGGERED MANNER AS AND WHEN REQUIRED BY BHEL	NON DEVIATABLE
4	PAYMENT TERMS	AFTER 45 FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIALS AT BHEL (FOR DETAILS PLEASE READ S.NO:6 OF "ANNEXURE – A")	ACCEPTED / NOT ACCEPTED
5	LD CLAUSE	(FOR DETAILS PLEASE READ S.NO:7 OF "ANNEXURE – A")	NON DEVIATABLE
6	RISK PURCHASE CLAUSE	(FOR DETAILS PLEASE READ S.NO:7 OF "ANNEXURE – A")	NON DEVIATABLE
7	CONTACT PERSON DETAILS	NAME: MOBILE NO: EMAIL :	
8	ACCEPTENCE FOR SUPPLYING LIQUID OXYGEN AS FOLLOWS,		
	a. As per IS:309 / Latest Revision		YES / NO
	b. To unload the product in BHEL owned tank installed at PPPU/THIRUMAYAM premises.		YES / NO
	c. Purity of product 99.5%		YES / NO
	d. Conversion factor weight (1 Kg) to volume (0.77 M^3) at 27°C and at 1 atmosphere.		YES / NO
	e. To issue Test Certificate along with each supply.		YES / NO
	f. To issue Product Data Sheet / Material Safety Data sheet along with first supply.		YES / NO
	g. Necessary flange / fitting / accessories to be arranged by the supplier for unloading the product according to BHEL tank fitting / flange type given in the enquiry.		YES / NO
(Offers not received with the above document will not be considered for evaluation and liable for rejection)			

(BIDDERS SHOULD SUBMIT THEIR OFFER IN THE BHEL FORMAT ONLY, OTHER FORMATS WILL NOT BE CONSIDERED)

SIGN AND SEAL OF
AUTHORIZED PERSON