

Domain :	bhel.abcpurchase.com		
Parent department:	BHEL		
Unit name	: BHEL Trichy		
Purchase group	: FB Consumable-PRDN	RFQ/NIT/Enquiry Officer	: VEERAKUMAR J
Event ID	: 34927	RFQ/NIT/Enquiry no.	: 1901900180
Enquiry Date	: 27/09/2019 05:30:00		
Tender Description	: HYDROCHLORIC ACID		
Terms & Conditions	: Refer Annexure attached.		
Product / service / work keywords	: Hydro Chloric Acid,		
No. of Bid Parts	: Multiple	Envelope	: Techno-commercial bid , Price bid
Type of contract	: Goods	Project duration / delivery or completion period	: STAGGERED DELIVERY UPTO 2 YEARS FROM PO DATE
Download document	: Before login		
No. of items already attached	: 1	Delivery/Location At	: BHEL TRICHY SSTP STORES
Delivery Date	: 24/09/2020 05:30:00		
Bid submission configuration			
Base currency	: INR		
Bidding type	: NCB/Indigenous		
Key configuration			
Pre-bid meeting	: Don't allow		
Dates configuration			
Document downloading start date	: 27/09/2019 14:05:00	Document downloading end date	: 05/10/2019 14:00:00
Bid submission start date	: 27/09/2019 14:05:00	Bid submission end date	: 05/10/2019 14:00:00
Bid opening date	: 05/10/2019 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 exclusive of GST

HYDROCHLORIC ACID

Materials shall be supplied in staggered delivery condition. Intimation will be given in advance.

- Monthly two tanker lorries required with a total capacity of 32MT to 37MT (1 Tanker lorry capacity is 16MT to 20MT) shall be supplied after giving with 1 week advance intimation.

The Staggered Delivery Period shall be Two Years on Release of Purchase order .

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Pre-Qualification Criteria:

"THE SUPPLIER SHOULD ENCLOSE THE COPY OF A PURCHASE ORDER FOR THE SUPPLY OF 100MTs OF HCL IN A YEAR TO ANY OF THE CUSTOMER"

MATERIAL CODE	ITEM NAME	QUANTITY	UNIT OF MEASUREMENT
SP5560011053	HYDROCHLORIC ACID	360000.00	KG

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 digitally 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 A

QUOTATIONS:

1.

a. Interested bidders / Suppliers shall submit their offer through e-Procurement mode at <https://bhel.abcpurchase.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.abcpurchase.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 for individual items for the techno-commercially acceptable offers on landed cost to BHEL, Trichy 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.

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 60 days from the date of receipt and acceptance of materials.

Any deviation in the above payment terms, any other conditions in Payment terms or any other payment terms will not be accepted.

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:

If the Supplier fails to deliver the P.O quantity within the period specified in the contract, then the Purchaser shall deduct liquidated damages, 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.

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 New GST Return System i.e. from 01/10/2019, the following conditions will apply and supplier shall fully comply to the below points.

Indigenous suppliers:

1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.

2. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) 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), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.

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

4. Invoices will be processed only upon completion of statutory requirement and further subject to following:

- a) Vendor declaring such invoice in Form GST ANX-1
- b) Receipt of Goods or Services and Tax invoice by BHEL

5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).

6. In case of discrepancy in the data uploaded by the 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 or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.

7. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor.

8. In case GST credit is denied to BHEL due to non-receipt or 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 claimed in the invoice shall be disallowed to the vendor.

9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.

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

11. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

9. PACKING AND MARKING: The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.

10. SPECIAL PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSE) BIDDERS:

- 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 Category Vendors Should Submit the Udyog Aadhaar Memorandum(UAM) And Latest CA Certificate Along with the Offer.

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. Conditional offers are likely to be rejected.

12. 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.

13. 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.

14. 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.

15. 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.

16. In case of any quality rejection of materials, the supplier has to collect the materials at his own cost within the 10 days of rejection of advice. Otherwise the materials will be scrapped.

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

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

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

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

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

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

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

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

E-mail: pgavictor@bhel.in

Phone no. 0431-2577645

Certificate by Chartered Accountant on letter head

This is to Certify that M/s ,
(herein-after 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 per the
latest audited financial year as per MSMED Act 2006 is as follows:

- 1. For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost
excluding land and building *and* the items specified by the Ministry of Small Scale Industries vide its
notification No.8.0.1722(E) dated October 5, 2006:

Rs..... Lacs

- 2. For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture,
fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs..... Lacs

(Strike off whichever is not applicable)

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

Or

The company has been graduated from its original category (Micro/ Small) (**Strike off 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 S.O. No. 3322(E) dated 01.11.2013
published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant