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

| | | | | | |
|---|---|---|---|---|---|
| Unit name | : | BHEL Trichy | | | |
| Purchase group | : | FB Cons-Non PRDN | RFQ/NIT/Enquiry Officer | : | Saranya K |
| Event ID | : | 41922 | RFQ/NIT/Enquiry no. | : | 2002000018 |
| Enquiry Date | : | 06/03/2020 05:30:00 | | | |
| Tender Description | : | SUPPLY OF PVC DOUBLE BRAIDED AIR HOSE | | | |
| Terms & Conditions | : | Refer attached Annexure-A for Terms and Conditions | | | |
| Product / service / work keywords | : | PVC hose, | | | |
| No. of Bid Parts | : | Multiple | Envelope | : | Techno-commercial bid , Price bid |
| Type of contract | : | Goods | Project duration / delivery or completion period | : | 4 weeks from the date of PO |
| Download document | : | Before login | RFQ floated under the policy | : | PP-PURCHASE POLICY |
| Estimated Category | : | A | No. of items already attached | : | 3 |
| Delivery/Location At | : | BHEL TRICHY STORES | Delivery Date | : | 30/04/2020 05:30:00 |
| Inspection by Agency | : | BHEL Trichy | Inspection Location | : | BHEL Trichy |
| Min. bid required | : | 3 | | | |

## 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 | : | 07/03/2020 14:00:00 | Document downloading end date | : | 17/03/2020 14:00:00 |
| Bid submission start date | : | 07/03/2020 14:00:00 | Bid submission end date | : | 17/03/2020 14:00:00 |
| Bid opening date | : | 17/03/2020 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 |
|---|---|---|---|
| 0 | ID 9.5MM DIA PVC DOUBLE BRAIDED AIR HOSE =500 MTS Specification: ID-9.5 MM, Wall thickness-3.5mm ;min.working pressure=13.5 kg/cm2. Burst pressure = 20kg/cm2. | 500.00 | M |
| 0 | 1/2" DIA PVC DOUBLE BRAIDED AIR HOSE =500 MTS Specification: ID-1/2", Wall thickness-3.5mm ;min.working pressure=13.5 kg/cm2. Burst pressure = 20kg/cm2. | 500.00 | M |
| 0 | 3/4" DIA PVC DOUBLE BRAIDED AIR HOSE =500 MTS Specification: ID-3/4", Wall thickness-4 mm ;min.working pressure=13.5 kg/cm2. Burst pressure = 20kg/cm2. | 500.00 | M |

## 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. : +91-79-68136872/823/850/871
Fax No :
e-Mail : Bhel.Support@abcProcure.com

## 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 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, revised offer with decimal value of two digits will be obtained to arrive at single L1 vendor.

**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.** Payment term is 100% direct EFT 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).

**Single 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, 0.5% of the total order value per week of delay or part thereof subject to a 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.

a) In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may purchase from the alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the supplier who failed to supply the items with the due date.
b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the supplier.

The value under Risk purchase clause shall be calculated as follows:

Risk & Cost Amount= [(A-B) + (A x 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 shall 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 Tendered/Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of PO/Contract', shall be taken as balance scope of Supply for calculating risk & cost amount.

**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:**

a) 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.

b) 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.

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

d) **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

e) 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).

f) 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.

g) 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

h) 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.

i) 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.

j) 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.

k) 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 goods/items to stores to avoid loss or damages during transit.

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

- Payment for MSE Indigenous vendors will be as per MSMED Act, 2006
- MSE sharing clause benefits will be applicable to MSE Manufacturers only and not for the Traders/ Dealers of Service Category - as per Office Memorandum circular of Micro, Small & Medium Enterprises, Clause – i, dt: 09.02.17.
- Declaration of Udyog Aadhar Memorandum (UAM) number by MSE bidder is mandatory to avail intended benefit available to MSEs as contained in Public Procurement Policy for MSEs Order, 2012 issued by MSME.
- Bidders fail to submit will be considered as non-MSE bidder.
- 25% of the tendered quantity is earmarked for MSE suppliers in this tender. If L1 offer is from a Micro / Small enterprise, this provision is not applicable.
- 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 equally.
- 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 the 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.
- Minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation. In the 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. (The definition for MSEs owned by Women Entrepreneurs is clarified as:

  i) In case of proprietary MSE, proprietor shall be woman.

  ii) In case of partnership MSE, the women partners shall be holding at least 51% share in the unit.

  iii) In case of private limited companies, at least 51% share shall be held by the women promoters.
- In case of tender item is non-split able or non-divisible etc., MSE quoting price within price band L1+15% may be awarded for full/complete supply, subject to acceptance of L1 price by MSE vendor.
- MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue in acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed as per Annexure I where deemed validity of EM II certificate of five years have expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their 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.
- 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.
- All supplier (new/old ) will be eligible for registration/renewal with BHEL as MSE supplier and provided at least any one of the following documents are submitted along with tender documents

**a.** Valid NSIC Certificate (or)

**b.** Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) (or)

**c.** EM II certificate along with attest copy of CA certificate (as per prescribed format at Annexure-I) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over
However, credential of all MSE suppliers will be verified before considering the intended benfits for MSE suppliers as per clause (i) at the time of tender evaluation.

**d.** Udyog Aadhar memorandum with Attested copy of latest audited CA certificate (relevant financial year as per prescribed format at Annexure-I).

**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 the case of rejection, the replacement supply has to be done within a fortnight from the date of intimation of rejection and the supplier has to collect the rejected 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 REFFERED ABOVE WHEREVER DEVIATIONS ARE OBSERVED.

**21.** <u>No revision of prices will be entertained at any circumstances after tenders are opened</u>.

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

**23.** Vendors currently not registered with BHEL Trichy & wish to participate to in this tender should furnish the following documentary proof / information along with technical bid.

a) Copy of Registration certificate.
b) PAN Card (Copy to be submitted).
c) Banker's Information with copy of Bank Pass Book first Page.
d) MSE registration along with NSIC/SSI Certificate, (If applicable)
e) Complete postal address of the company with Pin Code.
f) Contact Person /s, Phone No, Mobile No, FAX No, Email ID etc.
g) Copy of statutory document – GST REGISTRATION.
h) Copy Purchase Order & Experience certification as proof of supply of similar item to any Govt. Agencies / PSU / Organizations.
i) Balance Sheet for last three financial years along with audit report is to be submitted.
j) Partnership Deed if applicable.

**24**. For verification of data submitted towards evaluation of bidder's capability, BHEL may decide to visit the bidder(s) works. Any fact found deviating from submitted data shall make the bidder liable to be disqualified.

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

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

- Annexure I (CA certificate).

- Annexure A (Terms and conditions).

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

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

Annexure - I

**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 Rs ………………………………Lacs is within permissible limit of Rs. …………. Lacs 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 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