बी एच ई एल BHEL Maharatna Company 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, प्लाट नं.25, सेक्टर-16ए, पोस्ट बॉकस सं.55,नोएडा-201301,** **Power Sector-Northern Region, Plot no.25, Sector 16 A, Noida -201301** **Ph : 0120-2416468/2416292 , Fax: 0120-2416528 / 2416525** **E-mail: rashmig@bhel.in** ; rajesh.k@bhel.in

E-TENDER ENQUIRY NO. & DATE	**BHEL/PSNR/SCP/RSG/E-2935 (E-Tender) & DATE: 25.01.2018**
DUE DATE & TIME OF TENDER SUBMISSION	**ON OR BEFORE 01.02.2018 AT 13:30 HRS**
DUE DATE & TIME OF OPENING OF TENDER	**ON OR BEFORE 01.02.2018 AT 15:30 HRS**

TENDER ENQUIRY

BHEL Power Sector, Northern Region invites sealed quotation for the following Store from Manufacturers/ Suppliers in **two part bid** system **THROUGH E-PROCUREMENT PORTAL https://bheleps.buyjunction.in ONLY;**

DESCRIPTION OF STORE	DESTINATION FOR SUPPLY	DELIVERY SCHEDULE
SUPPLY OF SPARE PARTS OF ESCORTS F15/14MT CRANE, SL.NO. 16904010213, MUKERIAN HEP STAGE-II SITE. (DETAIL SPECIFICATION AS MENTIONED IN PART –A1)	**BHEL MUKERIAN HEP STAGE-II SITE.**	**Within 30 Days from Date of P.O.**

DELIVERY REQUIRED AT - CONSIGNEE:

CONSTRUCTION MANAGER,
BHEL SITE OFFICE :HEP, MUKERIAN HYDLE PROJECT STAGE-II,
HOUSE HO. 8, TYPE-4, PSPCL POWER COLONY UNCHI BASSI
DIST. HOSHIYAR PUR (PUNJAB)
PIN CODE NO.-144205

IMPORTANT NOTE:
This is an E-tender floated online through our E-Procurement Site https://bheleps.buyjunction.in. *The bidder should respond by submitting their offer online only in our e-Procurement platform at* https://bheleps.buyjunction.in. *Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted.*

The Tender Document comprise of following;

1. **1. PART- 'A1': DETAILS OF ITEMS WITH PART NUMBER**
2. **2. PART- 'A2': QUILIFYING REQUIREMENTS (QR).**
3. **3. PART - 'B': SPECIAL CONDITIONS OF CONTRACT (SCC).**
4. **4. PART - 'C': UNPRICE FORMAT**
5. **5. PART - 'D': PRICE SCHEDULE.**
6. **6. PART - 'E' GENERAL CONDITION OF CONTRACT (GCC) REV.-01(Page 1-33, separately enclosed). (Page 1 – 33, separately enclosed).**

PART – 'A1'

DETAILS OF REQUIRED SPARES WITH SPECIFICATION

Sl. No.	ITEM DESCRIPTION	UNIT	QTY.	PART NO.
1	SPARE PARTS OF ESCORTS F15/14MT CRANE, SL.NO. 16904010213			
1.1	CLUTCH PLATE	NO.	1	PP10401
1.2	CLUTCH ASSY.	NO.	1	PP10402
1.3	CABLE CLUTCH F-15	NO.	1	26-C-1-021
1.4	GEAR SHIFT CABLE	NO.	1	PP10822
1.5	GEAR SHIFT CABLE	NO.	1	PP10823
1.6	SHIFT CYL. ASSY. (HI-LO)	NO.	1	ALAGPS06-AS

NOTE: -

1. **The material being offered should be strictly as mentioned above.**

PART – 'A2'

QUALIFYING REQUIREMENTS (QR)

1. Bidder to submit copy of at least one Purchase Order in last 2 years from the Tender enquiry date, for supply of "Similar" material.
Note: "Similar" is defined as SPARE PARTS FOR ESCORTS CRANE.

2. Bidder should be authorized dealer of Escort Bidder to submit authorization from Escorts.

3. Bidder should have a minimum average annual turnover of Rs. 2 lakhs during last three (03) financial years.

NOTE - 1:
i). Bidder to submit Audited Balance Sheet and Profit and Loss Account of the Company for last three (03) Financial Years in support of Sl. No. 3 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.

PART – 'B'

SPECIAL CONDITIONS OF CONTRACT (SCC)

1.1 IMPORTANT NOTES:

This is an E-tender floated online through our E-Procurement Site https://bheleps.buyjunction.in. The bidder should respond by submitting their offer online only in our e-Procurement platform at https://bheleps.buyjunction.in. 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:

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 attached in **Attachment** section). 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).
PRE-QUALIFICATION PART	Pre-qualifying documents as per Tender(To be attached in PQ Attachment section)
PRICE BID .	7. Duly filled in Price Schedule as per Tender. (To be attached in price bid **Attachment** section) Any other document uploaded in the price bid, as per tender format, shall not be taken into cognizance for evaluation of offer.

1.2 SCOPE OF WORK:

a) SUPPLY OF SPARE PARTS OF ESCORTS F15/14MT CRANE, SL.NO. 16904010213 to BHEL-SITE OFFICE, HEP, MUKERIAN HYDLE PROJECT STAGE-II,
HOUSE HO. 8, TYPE-4, PSPCL POWER COLONY UNCHI BASSI
DIST. HOSHIYAR PUR (PUNJAB)
PIN CODE NO.-144205 ON F.O.R. DESTINATION BASIS.

Unloading of materials at Destination/ Site shall be in the BHEL's scope.

2. PRICE BASIS:

PRICE IN INR SHOULD BE QUOTED FOR F.O.R. DESTINATION DELIVERY TO BHEL-SITE OFFICE, HEP, MUKERIAN HYDLE PROJECT STAGE-II, HOUSE HO. 8, TYPE-4, PSPCL POWER COLONY UNCHI BASSI, DIST. HOSHIYAR PUR (PUNJAB), PIN CODE NO.-144205.

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 – "D") of Tender subject to fulfilment of *Clause 10.5 of Instructions to bidders of General Conditions of Contract (GCC)*. However order shall be placed on the Total F.O.R. Basis.

Clause 10.5 of Instructions to bidders of General Conditions of Contract (GCC): Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation, where L1 price is from other than a MSE. In case of more than one such MSE fall under price band of L1+15% then MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.

NOTE REGARDING PRICE BID (PART – "D"): 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 contactor's bills or otherwise as deemed fit. However, GST shall be payable as under:-

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.

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 contactor 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.
5. ROAD PERMIT: E-way Bill is required to be issued by supplier
6. INSPECTION: NOT REQUIRED **Note:-** Warranty certificate required with despatch.
7. DELIVERY: Within 30 Days from Date of P.O. LR/ GR/ RR date (treated as the date of dispatch) shall also mean as date of Delivery 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.
8. TRANSIT INSURANCE: Supplier's Scope.
9. VALIDITY OF OFFER: Offer should be valid for a period of 60 Days from the date of Techno-commercial Bid (Part-I) opening.
10. PAYMENT TERMS: **(I)** Ninety percent (90%) of Ex-works price of materials supplied along with applicable 100% taxes and duties, insurance & freight shall be paid against the billing documents. **(II)** Ten percent (10%) of Ex-works price of materials supplied will be released within 30 days from the date of receipt of material at Destination.
11. BILLING DOCUMENTS: The billing documents required for 90% payment are; **1.** Original Tax Invoice (As per Cl. No. 4 above). **2.** Copy of LR. **3.** Warranty Certificate. **4.** SRV
12. PERFORMANCE BANK GUARANTEE & EMD: Not applicable.
13. PAYING AUTHORITY: SR. MANAGER / FINANCE , HQ NOIDA
14. GUARANTEE / WARRANTY: As per **clause 11** of General Condition of Contract.
15. DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL: The following documents are **1.** Original Tax Invoice (As per Cl. No. 4 above). **2.** Copy of LR.
16. MSE BIDDER: As per **clause 10** of Instruction to Bidders of GCC.
17. REVERSE AUCTION: Applicable as per **clause 9** of Instruction to Bidders of GCC.
18. 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 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 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.

19. 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.

PART 'C'

UNPRICE SCHEDULE: As per separate Attachment. Refer, Unprice Part (.xlsx file).

PART 'D'

PRICE SCHEDULE: As a separate Attachment. Refer, Price Part (.xlsx file).

PART 'E'

GENERAL CONDITION OF CONTRACT **(GCC)**