

|                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <p>Contributing to Create a New India</p> | <p style="text-align: center;"><b>भारत हेवी इलेक्ट्रिकल्स लिमिटेड</b><br/>(भारत सरकार का एक उपक्रम )<br/><b>BHARAT HEAVY ELECTRICALS LIMITED</b><br/>(A Govt. of India Undertaking)<br/>पावर सेक्टर, उत्तरी क्षेत्र, प्लॉट नं 25, सैक्टर 16 ए, नोएडा-201301,<br/>Power Sector-Northern Region, Plot no.25, Sector 16 A, Noida -201301<br/>Ph : 0120-2416274/2416292 , Fax: 0120-2416528 / 2416525<br/>E-mail: <a href="mailto:samriddhi@bhel.in">samriddhi@bhel.in</a> / <a href="mailto:ick@bhel.in">ick@bhel.in</a></p> |
|-----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                      |                                                       |
|--------------------------------------|-------------------------------------------------------|
| E-TENDER ENQUIRY NO. & DATE          | BHEL/PSNR/SCP/SS/E-3141 (E-Tender) & DATE: 14.05.2020 |
| DUE DATE & TIME OF TENDER SUBMISSION | ON 25.05.2020 AT 15:00 HRS                            |
| DUE DATE & TIME OF OPENING OF TENDER | ON 25.05.2020 AT 15:30 HRS                            |

### **TENDER ENQUIRY**

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

| DESCRIPTION OF ITEMS                                                                                                                                                                     | DESTINATION FOR SUPPLY | DELIVERY SCHEDULE                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Copper busbar for 6.6 KV switchgear<br>Size 795 mm (L) x 10 mm (T) x 75 mm (W)<br>with sleeving & silver plating at both ends & holes- 243 Nos.<br>(DETAIL DESCRIPTION OF AS PER PART-A) | BHEL OBRA SITE (U#13)  | Despatch of materials shall be started after 4 weeks of PO and to be completed within 6 Weeks from the date of issuance of Purchase Order. |

#### **DELIVERY REQUIRED AT - CONSIGNEE:**

CONSTRUCTION MANAGER, BHEL SITE OFFICE, UNIT NO. 9 TURBINE FLOOR, 5X200 MW REFURBISHMENT PROJECT BTPS, UPRVUNL, OBRA, DISTRICT SONBHADRA, UTTAR PRADESH- 231219

#### **IMPORTANT NOTE:**

*This is an E-tender floated online through our E-Procurement Site <https://bhel.abcprocure.com/EPROC/>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com/EPROC/>. 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. PART – ‘A’: DESCRIPTION OF ITEMS
2. PART – A-1 : TYPICAL DRAWING & PRODUCT STANDARDS;
3. PART – A-2: PRE QUALIFYING REQUIREMENT (PQR)
4. PART – ‘B’: SPECIAL CONDITIONS OF CONTRACT (SCC).
5. PART – ‘C’: UNPRICE SCHEDULE.
6. PART – ‘D’: PRICE SCHEDULE.
7. PART - ‘E’: GENERAL CONDITIONS OF CONTRACT (GCC) Rev. – 02 DTD. 27.12.2018  
(Page 1 – 46, Separately enclosed).

**DESCRIPTION OF ITEM**

| Sl. No. | Description                                                                    | UoM  | Qty. |
|---------|--------------------------------------------------------------------------------|------|------|
| 1.      | Copper Busbar for 6.6 KV Switchgear<br>Size 795 mm (L) X 10 mm (T) X 75 mm (W) | NOS. | 243  |

**NOTE: -**

- 1) The materials being offered should be strictly as mentioned above.
- 2) Supply of Copper bus bar of 75x10 mm each length. The copper bus bars shall be complete with holes, PVC sleeving & Silver coating at both ends.
- 3) These Copper bus bars are to be fitted in retrofitting of 6.6 KV Switchgear at Obra B TPS R&M Project.
- 4) Typical drawing of 75x10 Copper bus bar & following Reference Product Standard are enclosed at Part- A1:
  - a) SG 14610 Rev. 03
  - b) SG 15606 Rev.00

**PRE- QUALIFYING REQUIREMENT (PQR)**

1. Bidder to submit the copy of Purchase Order for supply of Copper Bus Bar of SwitchGear for 6.6 KV or more to any company in last 3 years from Tender Enquiry date.
2. Bidder should have an average annual financial turnover of Rs. 10 Lacs or more during last three (03) Financial Year (FYs), i.e., (2016-17, 2017-18 & 2018-19).

**NOTE - 1:**

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

**SPECIAL CONDITIONS OF CONTRACT (SCC)****1. IMPORTANT NOTES:**

*This is an E-tender floated online through our E-Procurement Site <https://bhel.abcprocure.com/EPROC/>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com/EPROC/>. 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:*

| <b>OFFER DESCRIPTION</b> | <b>DOCUMENTS TO BE UPLOADED &amp; MODALITY OF UPLOADING DOCUMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TECHNICAL OFFER</b>   | 1. Scanned copy of Covering letter of offer (To be attached in <b>Attachment</b> section)<br>2. Annexures (I, II, III, V, VI, VII, XI & XII) of GCC Rev. 02 dated 27.12.2018 (To be attached in <b>Attachment</b> section).<br>3. Annexure – X for MSE vendors along with format as per Clause 10.1 of GCC rev.02 (To be attached in <b>Attachment</b> section).<br>4. No deviation certificate in bidder's letterhead as per format given in GCC (To be attached in <b>Attachment</b> section).<br>5. Duly filled all the tables in terms of acceptance of clauses and unpriced format with proper HSN Code & GST Rate as per NIT. |
| <b>PRICE BID</b>         | 6. Duly filled in Price Schedule as per NIT. (Not to be required to attach any documents in price bid)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

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>).

**2. SCOPE OF WORK:**

- Supply of Copper Bus bar for 6.6 KV Switchgear (Details as per Part- A, above) to BHEL PSNR, Obra- 13 Site on F.O.R. Destination Basis.
- Unloading of materials at Destination/Site shall be in the BHEL's scope. However, demurrages on account of delay in unloading due to improper packing, non-availability of proper dunnage, not adhering to the tender conditions and other reasons attributable to supplier shall be on suppliers' accounts only.

**3. PRICE BASIS:**

Price in INR should be quoted for F.O.R destination delivery to CONSTRUCTION MANAGER, BHEL SITE OFFICE, UNIT NO. 9 TURBINE FLOOR, 5X200 MW REFURBISHMENT PROJECT BTPS, UPRVUNL, OBRA, DISTRICT SONEBHADRA, UTTAR PRADESH- 231219

**4. EVALUATION CRITERIA:**

Tender will be evaluated Grand Total Package wise based on the Net Cost to BHEL on F.O.R basis, as indicated in Price Bid (PART – “D”) of Tender. However order shall be placed on the Total F.O.R. Basis. BHEL also reserves the right for not placing the order for any of the item depending upon requirement.

**5. TAXES AND DUTIES:**

**5.1** Price quoted should be inclusive of all applicable Taxes/charges but Excluding GST. The Contractor shall pay all other taxes, fees, royalty, commission etc. which may be levied on the contractor 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.  
GST Shall be payable extra as per following:

**5.2.** Contractor/Vendor has to issue invoice indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder. With the implementation of e way bill provisions, contractor shall comply with same as applicable.

**5.3.** Vendor has to submit GST compliant invoice within seven days from the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts. Special care should be taken in case of month end transactions.

**5.4.** GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor :-

- a) Supply of goods and/or services have been received by BHEL.
- b) Original Tax Invoice has been submitted to BHEL.
- c) Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor.

**5.5.** TDS under GST laws as applicable shall be deducted.

**5.6.** Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.

**5.7.** In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Contractor's due payment.

**5.8.** Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contractor.

**5.9.** The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract is limited to direct transactions between BHEL & its Contractor. BHEL is not responsible for any liability that may arise due to any transaction beyond the direct transaction between BHEL & its Contractor.

#### **5.10 Variation in Taxes & Duties:**

Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.

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 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.

#### **5.11 Modalities of Tax Incidence on BHEL:**

Where GST law permits more than one option or methodology for discharging liability of tax / levy/duty, the contractor shall approach BHEL before choosing any option to discharge his tax liability. BHEL shall have the right to direct the contractor to adopt the appropriate option

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | considering the amount of tax liability on BHEL as well as procedural simplicity with regard to assessment of the liability.<br>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.                                                                                                                                                          |
| 6.  | <b><u>ROAD PERMIT:</u></b> E-way Bill shall be issued by Seller/Supplier.                                                                                                                                                                                                                                                                                                                                                                       |
| 7.  | <b><u>INSPECTION:</u></b> Not Required                                                                                                                                                                                                                                                                                                                                                                                                          |
| 8.  | <b><u>DELIVERY:</u></b><br>The delivery shall be started within 04 WEEKS from the date of issuance of P.O. and to be completed within 6 weeks from the date of PO placement.<br>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. |
| 9.  | <b><u>MODE OF DISPATCH:</u></b> Supplier's scope.                                                                                                                                                                                                                                                                                                                                                                                               |
| 10. | <b><u>TRANSIT INSURANCE:</u></b> Transit Insurance of material is in Supplier's scope. Supplier shall insure the material at their cost for transportation.                                                                                                                                                                                                                                                                                     |
| 11. | <b><u>VALIDITY OF OFFER:</u></b><br>Offer should be valid for a period of 90 Days from the date of Techno-commercial Bid (Part-I) opening.                                                                                                                                                                                                                                                                                                      |
| 12. | <b><u>PAYMENT TERMS:</u></b><br>a). 100% payment excluding GST value, shall be released within 30 days after receipt of material at site. No advance shall be paid against the supply of Copper Bus bar for 6.6 KV Switchgear.<br>b). Applicable GST shall be released upon compliance of conditions mentioned in clause no. 5.4 of SCC above.                                                                                                  |
| 13. | <b><u>QUANTITY VARIATION:</u></b> Not applicable                                                                                                                                                                                                                                                                                                                                                                                                |
| 14. | <b><u>PERFORMANCE BANK GUARANTEE &amp; EMD:</u></b> Not applicable.                                                                                                                                                                                                                                                                                                                                                                             |
| 15. | <b><u>PAYING AUTHORITY:</u></b><br>Sr. Manager-Finance, BHEL-PSNR, Noida.<br>But bill to be sent to DGM-PURCHASE, BHEL PSNR, Plot no.25, Sector 16 A, Noida -201301.                                                                                                                                                                                                                                                                            |
| 16. | <b><u>DEFECTIVE MATERIAL REPLACEMENT:</u></b><br>Final inspection/testing will be done at site. Supplier shall replace the defective material free of cost (inclusive of freight, material cost, taxes etc.) up to destination within one month from notification of defect.                                                                                                                                                                    |
| 17. | <b><u>DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL / BILLING DOCUMENTS:</u></b><br>The following documents are required to be sent with material dispatch: <ul style="list-style-type: none"> <li>• Original Tax Invoice (As per Cl. No. 5 above).</li> <li>• Copy of LR.</li> <li>• Test Certificate.</li> </ul>                                                                                                                         |
| 18. | <b><u>MSE BIDDER:</u></b><br>As per clause 10 of Instruction to Bidders of GCC Rev 02.                                                                                                                                                                                                                                                                                                                                                          |
| 19. | <b><u>REVERSE AUCTION:</u></b><br>As per clause 9 of Instruction to Bidders of GCC Rev 02.                                                                                                                                                                                                                                                                                                                                                      |
| 20. | <b><u>LIQUIDATED DAMAGE (LD):</u></b><br>As per <b>clause 15</b> of General Commercial Terms & Conditions of GCC Rev 02.                                                                                                                                                                                                                                                                                                                        |

|                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                              |                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| 21.                                                                                                                                                                          | <p>Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Part I opening-</p> <table border="1" data-bbox="280 376 1501 524"> <tr> <td data-bbox="280 376 892 524">           Samriddhi Shukla, Dy. Manager/Purchase<br/> <b>Email id-</b> <a href="mailto:samriddhi@bhel.in">samriddhi@bhel.in</a>,<br/> <b>Mob. / Tel. No.</b> +91-9650013728 / 01202416274         </td><td data-bbox="895 376 1501 524">           I. C. Kumar, DGM / Purchase<br/> <b>Email id –</b> <a href="mailto:ick@bhel.in">ick@bhel.in</a> ,<br/> <b>Mob. / Tel. No.</b> +91- 9783968885/01202416292         </td></tr> </table> | Samriddhi Shukla, Dy. Manager/Purchase<br><b>Email id-</b> <a href="mailto:samriddhi@bhel.in">samriddhi@bhel.in</a> ,<br><b>Mob. / Tel. No.</b> +91-9650013728 / 01202416274 | I. C. Kumar, DGM / Purchase<br><b>Email id –</b> <a href="mailto:ick@bhel.in">ick@bhel.in</a> ,<br><b>Mob. / Tel. No.</b> +91- 9783968885/01202416292 |
| Samriddhi Shukla, Dy. Manager/Purchase<br><b>Email id-</b> <a href="mailto:samriddhi@bhel.in">samriddhi@bhel.in</a> ,<br><b>Mob. / Tel. No.</b> +91-9650013728 / 01202416274 | I. C. Kumar, DGM / Purchase<br><b>Email id –</b> <a href="mailto:ick@bhel.in">ick@bhel.in</a> ,<br><b>Mob. / Tel. No.</b> +91- 9783968885/01202416292                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                              |                                                                                                                                                       |
| 22.                                                                                                                                                                          | <p><b><u>ORDER OF PRECEDENCE:</u></b><br/>         In case of contradiction / conflict, the order of precedence shall be in the order as per <b>clause 24</b> of General Commercial Terms &amp; Conditions of GCC.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                              |                                                                                                                                                       |

**PART 'A1'**

Typical drawing of 75x10 Copper bus bar & Reference Product Standard  
 (SG 14610 Rev. 03 & SG 15606 Rev.00)

**PART 'C'**

**UNPRICE SCHEDULE:** As per Online Bid form.

**PART 'D'**

**PRICE SCHEDULE:** As per Online Bid form.

**PART 'E'**

**GENERAL CONDITION OF CONTRACT (GCC) REV 02 DTD. 27.12.2018**