ISO 9001, ISO 14001, OHSAS 18001 &SA8000 Certified Company SubContract and Purchase Department.	¼ããÀ¦ã ÖÌãã ƒÊãã‡ã‹›‡ãŠÊÔã ãÊãã½ã›¡ (¼ããÀ¦ã ÔãÀ‡ãŠãÀ ‡ãŠã „¹ã‡ãŠ½ã) **BHARAT HEAVY ELECTRICALS LIMITED** (A Govt. of India Undertaking) **¹ããÌãÀ Ôã‡ã‹›À, „.àã.¹ããÀÔãÀ, ¹Êãã› ¶ã.25, Ôã‡ã‹›À-16†, ¹ããÔ› ºãã‡ãŠÔã Ôã.55,¶ãã†¡ã-201301,** **Power Sector-Northern Region, Plot no.25, Sector 16 A, Noida -201301** **Ph : 0120-241 6511/6292 , Fax: 0120-2416525** **E-mail:** aditi@bhel.in / ick@bhel.in

E-TENDER ENQUIRY NO. & DATE	**BHEL/PSNR/SCP/AG/E-3084 (E-Tender) & DATE: 29.11.2019**
DUE DATE & TIME OF TENDER SUBMISSION	**10.12.2019 AT 1500 HRS.**
DUE DATE & TIME OF OPENING OF TENDER	**10.12.2019 AT 1530 HRS.**

NOTICE INVITING TENDER (NIT)

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

BRIEF SCOPE OF WORK	**Design, Supply and Expert Supervision for Installation works of Borosilicate Glass Block Lining for 275 Mtr tall single flue chimney.**
PROJECT NAME	**1X660 MW TPS Extension, Panki Thermal Power Station, Panki, Kanpur, Uttar Pradesh-208020.**

1. PROCEDURE FOR SUBMISSION & OPENING OF TENDER:

This is an E-tender floated online through our E-Procurement Site https://bhel.abcprocure.com The bidder should respond by submitting their offer online only in our e-Procurement platform at https://bhel.abcprocure.com Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Procedure for submission & opening of tender is as per clause no. 2.2 of enclose “Instruction of Bidders” of GCC (Part-G) of Tender.

2. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in the BHEL web page (www.bhel.com)/ BHEL E-Procurement portal (https://bhel.abcprocure.com)/ CPP portal (www.eprocure.gov.in) and **not in the newspaper.** Bidders shall keep themselves updated with all such amendments.

3. Bidders shall submit their offers meeting the requirements of the following tender documents (enclosed) and other Terms and Conditions included in this Tender Enquiry:

1. **PART - 'A' :PRE QUALIFYING REQUIREMENTS (PQR);**
2. **PART - 'B': TERMS AND CONDITIONS OF CONTRACT (TCC);**
3. **PART - 'C': SPECIAL CONDITIONS OF CONTRACT (SCC);**
4. **PART - 'D' : UNPRICE SCHEDULE;**
5. **PART - 'E' : PRICE SCHEDULE;**
6. **PART - 'F' : INTEGRITY PACT;**
7. **PART - 'G': GENERAL CONDITIONS OF CONTRACT REV 02 DTD. 27.12.2018**

All the above Tender Documents shall automatically become a part of the Order/ Contract after its finalisation.

4. Part I bid will be opened on date & time mentioned in the NIT or subsequent corrigenda/ amendments, if any.

5. Techno-commercial offer of only those bidders shall be evaluated who will meet the pre-qualifying requirement of the tender.
Credentials of the bidders meeting the prequalifying requirements and are techno-commercially qualified shall be taken up with customer for approval.

6. After finalization of Techno-commercial evaluation, offers of Customer approved vendors who have qualified in the Techno-commercial evaluation shall be considered for Price Bid Opening/RA.

7. Reverse Auction: Applicable as per clause 9 of Instruction to Bidders of GCC (Part-G) of NIT. Bidder to submit duly filled in copy of Annexure-V of GCC. Guidelines for Reverse Auction are available in www.bhel.com → Tender Notification → Guidelines for Reverse Auction.

8. Vendors shall quote in accordance with the requirements mentioned in the tender documents. Bidder to submit "No Deviation Certificate" as per Annexure-III of general commercial terms & conditions of GCC (Part - G) of NIT. In case of deviations (Technical / Commercial), bidder to clearly mentioned the same with their Techno-commercial offer highlighting separately giving Clause references.

9. Standard pre-printed terms & conditions of the tenderers shall not be considered valid.

10. VALIDITY OF OFFER: Offer should be valid for a period of 6 Months from the date of Techno-commercial Bid (Part-I) opening.

11. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.

12. 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-

Ms. Aditti Gupta, Sr. Engineer/Purchase M/s. Bharat Heavy Electricals Ltd., Power Sector – Northern Region, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301, U.P., India. Email id- aditi@bhel.in Mob. / Tel. No. +91-9971926020 / 0120-2416511	Sh. I.C. Kumar, DGM / Purchase M/s. Bharat Heavy Electricals Ltd., Power Sector – Northern Region, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301, U.P., India. Email id – ick@bhel.in Mob. / Tel. No. +91- 9783968885/0120241-6292

13. In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.

14. TAXES AND DUTIES:

A. For Foreign Bidders:

1. For supply of Borosilicate material (serial No.1 of Price Schedule), price quoted should be CIF Mumbai Port.
2. For Supervision (serial no. 2 of Price schedule), GST shall be payable by purchaser on reverse charge mechanism if bidder is not registered under GST Act. If bidders is registered under GST Act, GST as applicable shall be payable extra and all the provisions relating to GST for domestic bidder shall apply mutatis-mutandis.
3. Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this order/contract, as well as tax liability of the seller/ contractor and his personnel.
4. Deduction of tax at source (TDS/Withholding Tax) at the prevailing rates shall be effected by the purchaser as per applicable Indian Income Tax rules before release of payment. Certificates of Tax deduction will be issued by the purchaser as per statutory provisions.

B. For Domestic Bidders:

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 :

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.

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.

4. GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor: -
   - **i.** Supply of goods and/or services have been received by BHEL.
   - **ii.** Original Tax Invoice has been submitted to BHEL.
   - **iii.** 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. TDS under GST Law as applicable shall be deducted.

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

7. In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/altered/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 Contactor's due payment.

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 Contactor.

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.

10. Variation in Taxes & Duties:

i) 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.

ii) 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

iii) 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.

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.

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.
Road Permit / E-Way bill will be arranged by vendor.

12. Direct Taxes:

Deduction of tax at source (TDS / Withholding Tax) at the prevailing rates shall be effected by the purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the purchaser as per statutory provisions.

15. EVALUATION CRITERIA: As per clause no. 4.0 of SCC (Part-C) of Tender.

16. VALIDITY OF OFFER: Offer should be valid for a period of 6 Months from the date of Techno-commercial Bid (Part-I) opening.

17. VARIATION OF CONTRACT VALUE: As per Clause No. 5 of SCC (Part-C) of Tender.

18. DELIVERY / TIME SCHEDULE: As per Clause no. 4 of TCC (Part-B) of Tender.

19. INSPECTION: As per Clause no. 9 of SCC (Part-C) of Tender.

20. TRANSIT INSURANCE:

a) For Foreign Vendors Transit Insurance Upto Mumbai Port shall be in Vendor's Scope and from Mumbai Port to Panki site is in BHEL's Scope.

a) For Indigenous Vendors Transit Insurance upto Panki Site shall be in Vendor's Scope.

21. PAYMENT TERMS: As per Clause no. 6 of SCC (Part-C) & Clause no. 5 of TCC (Part-B) of Tender.

22. GUARANTEE / WARRANTY: As per Clause no. 8 of SCC (Part-C) of Tender.

23. PERFORMANCE BANK GUARANTEE: As per Clause no. 7 of SCC (Part-C) of Tender.

24. LIQUIDATED DAMAGES: As per Clause no. 10.1 of SCC (Part-C) of Tender.

25. CONSIGNEE (Detail Project Information as per TCC): Construction Manager, BHEL PSNR, Panki Site, 1X660 MW TPS Extension, Panki Thermal Power Station, Panki, Kanpur, Uttar Pradesh-208020.

26. MSE BIDDER: As per **clause 10** of Instruction to Bidders of GCC.

27. PAYING AUTHORITY: Sr. Manager Finance.
However, bills / invoices to be forwarded to AGM/Projects BHEL-PSNR, Plot No. 25, Sector 16A, Noida - 201301.

28. INTEGRITY PACT (IP): IP is a tool to ensure that activities and transactions between the Company and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl.	IEM	Address	Phone & Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	Ph.: +91 8130386387 acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010	Ph.: +91 8853760730 / 9818377360 vbsinghips@gmail.com

The IP as enclosed with the tender as Part-'F' is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid (Part-I). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s).
Note: 1.
No routine correspondence shall be addressed to the IEM (phone / post / email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification / issues shall be addressed directly to the tender issuing (procurement) department.

29. ORDER OF PRECEDENCE:

In case of contradiction / conflict, the order of precedence shall be in the order as per below;

- **a)** Amendments/Clarifications/Corrigenda/Errata etc., if any, issued in respect of the tender documents by BHEL.
- **b)** NIT
- **c)** Price Schedule
- **d)** Technical Conditions of Contract (TCC).
- **e)** Special Conditions of Contract (SCC).
- **f)** General Conditions of Contract (GCC).