

 Contributing to Create a New India	भारत भारी विद्युत निगम लिमिटेड (भारत सरकार की संपत्ति) BHARAT HEAVY ELECTRICALS LIMITED (A Govt. of India Undertaking) भारत भारी विद्युत निगम लिमिटेड, प्लॉट नं. 25, सेक्टर 16A, नोडा - 201301, Power Sector-Northern Region, Plot no.25, Sector 16 A, Noida -201301 Ph : 0120-2416511/2416292 , Fax: 0120-2416528 / 2416525 E-mail: aditi@bhel.in / ick@bhel.in
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E-TENDER ENQUIRY NO. & DATE	BHEL/PSNR/SCP/AG/E-3097 & DATE: 06.01.2020
DUE DATE & TIME OF TENDER SUBMISSION	17.01.2020 AT 1500 HRS.
DUE DATE & TIME OF OPENING OF TENDER	17.01.2020 AT 1530 HRS.

TENDER ENQUIRY

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;

DESCRIPTION OF STORE	QTY (MT)	DESTINATION FOR SUPPLY	DELIVERY SCHEDULE
GYPSUM SEED (DETAIL SPECIFICATION AS PER PART-A)	230	BHEL DADRI SITE, U.P.	Dispatch of material shall be completed within 02 weeks from the date of dispatch clearance by BHEL Projects.

DELIVERY REQUIRED AT - CONSIGNEE:

CONSTRUCTION MANAGER, BHEL-PSNR SITE, 2X490 MW DADRI FGD PACKAGE NTPC, NCTPP, DADRI, POST VIDYUT NAGAR, DISTT.- GAUTAM BUDH NAGAR, UTTAR PRADESH-201008

C/O:

NTPC, NCTPP, DADRI, POST VIDYUT NAGAR, DISTT.-GAUTAM BUDH NAGAR, UTTAR PRADESH-201008.

IMPORTANT NOTE:

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.

The Tender Document comprise of following;

1. PART – 'A': DESCRIPTION OF ITEM.
2. PART – 'A1': PRE QUALIFYING REQUIREMENT (PQR).
3. PART – 'B': SPECIAL CONDITIONS OF CONTRACT (SCC).
4. PART – 'C': UNPRICE FORMAT.
5. PART – 'D': PRICE SCHEDULE.
6. PART – 'E': GENERAL CONDITION OF CONTRACT (GCC) Rev. – 02.

DESCRIPTION OF ITEM**PART – ‘A’**

Sl. No.	ITEM DESCRIPTION	SPECIFICATION	QTY. (MT)	SHELF LIFE
A	SUPPLY OF GYPSUM SEED FOR DADRI SITE.			
1.	GYPSUM SEED	Purity: Min 90 wt% (CaSO ₄ . 2H ₂ O) Hardness of the Particle: 5-7 Mho scale Size of Gypsum: 20 to 100 microns	230	Shelf life shall be minimum 06 Months from the date of dispatch/ supply of material at Site.

NOTE: -

1. The materials being offered should be strictly as mentioned above.
2. Materials required in single LOT.

PART – ‘A1’**PRE-QUALIFYING REQUIREMENT**

1. Bidder to submit the copy of Purchase Order for supply of Gypsum Seed/ Gypsum/ Lime to any company in last 2 years from Tender Enquiry date.
2. Bidder should have an average annual financial turnover of Rs. 30 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.

PART – 'B'**SPECIAL CONDITIONS OF CONTRACT (SCC)****1.1 IMPORTANT NOTES:**

This is an E-tender floated online through our E-Procurement Site <https://bhel.abcpocure.com> The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcpocure.com> 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 submitted with offer). 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). 7). Certificate of Price Justification in bidders letterhead as per format given in ANNEXURE of GCC (To be attached in Attachment Section).
PRICE BID	8). Duly filled in Price Schedule as per Tender. (To be submitted with offer) <i>Any other document uploaded in the price bid, as per tender format, shall not be taken into cognizance for evaluation of offer.</i>

1.2 SCOPE OF WORK:

a) Supply of Gypsum Seed for BHEL-Dadri site on F.O.R. Destination Basis. Unloading of materials at Destination/Site shall be in the BHEL's scope. Bidder to quote for complete scope of work as mentioned in Part-A. Partial offer are liable to be rejected / not accepted.

2. PRICE BASIS:

Price in INR should be quoted for F.O.R destination delivery at CONSTRUCTION MANAGER, BHEL-PSNR SITE, 2X490 MW DADRI FGD PACKAGE NTPC, NCTPP, DADRI, POST VIDYUT NAGAR, DISTT. - GAUTAM BUDH NAGAR, UTTAR PRADESH-201008.

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. However, order shall be placed on the Total Cost including GST to BHEL F.O.R. prices.

4. TAXES AND DUTIES:

4.1. 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 :-

4.2. 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.

4.3. 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.

4.4. Applicable GST amount 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.

4.5. TDS under GST laws as applicable shall be deducted.

4.6. 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.

4.7. 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 Contactor's due payment.

4.8. 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.

4.9. 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.

4.10. 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 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 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.

4.11. 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.

5. DELIVERY:

Dispatch of material shall be completed within 02 weeks from the date of dispatch clearance by BHEL Projects.

Note: 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.

6. MODE OF DISPATCH & ROAD PERMIT: Supplier's scope (Road/Rack). E-way bill / road permit (if applicable) to be arranged by supplier.

7. TRANSIT INSURANCE: Transit Insurance of material is in Supplier's scope. Supplier shall insure the material at their cost for transportation.

8. INSPECTION/TESTING: Final inspection/testing will be done at site.

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:

a). On receipt of material, 90% payment (excluding GST) shall be released within 45 days from the date of receipt of complete invoice (including all documents and Test certificates). No advance shall be paid against the supply of material.

b). Balance 10% payment (excluding GST) shall be released within 60 days from the date of receipt of material.

c). Applicable GST shall be released upon compliance of conditions mentioned in **clause no. 4.4** of SCC above.

11. PERFORMANCE BANK GUARANTEE & EMD: Not applicable.

12. PAYING AUTHORITY: CONSTRUCTION MANAGER, BHEL-PSNR SITE, 2X490 MW DADRI FGD PACKAGE NTPC, NCTPP, DADRI, POST VIDYUT NAGAR, DISTT.- GAUTAM BUDH NAGAR, UTTAR PRADESH-201008.

13. GUARANTEE / WARRANTY: As per **clause no. 11** of GCC – General Commercial Terms & Conditions.

14. DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL (Billing Documents):

The following documents are required with dispatch:

1. Original Tax Invoice (As per Cl. No. 4 above).
2. Copy of LR.
3. Original Test Certificate.

4. Material Safety Data Sheet (MSDS).
5. Shelf life Certificate.
6. SRV duly certified by BHEL- Site.

15. TEST CERTIFICATE / MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC): Vendor to submit the test certificate for purity, hardness and size. Test certificate will be reviewed by BHEL Ranipet. Based on the Test Certificate, dispatch clearance shall be given by BHEL Projects.

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

17. REVERSE AUCTION: As per **clause 9** of Instruction to Bidders of GCC.

18. LIQUIDATED DAMAGE: LD shall be 0.5% of undespached goods per week up to max 10%. 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.

19. 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-

Aditti Gupta, Sr. Engineer/Purchase
Email id- aditi@bhel.in,
Mob. / Tel. No. +91-9971926020 / 0120-2416511

I. C. Kumar, DGM / Purchase
Email id – ick@bhel.in ,
Mob. / Tel. No. +91- 9783968885/0120241-6292

20. 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.