

 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, प्लॉट नं.25, सेक्टर-16ए, पोस्ट बॉक्स सं.55,नोएडा-201301, Power Sector-Northern Region, Plot no.25, Sector 16 A, Noida -201301 Ph : 0120-241 6548/6292 , Fax: 0120-2416525 E-mail: rahuldeb@bhel.in / ick@bhel.in
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E-TENDER ENQUIRY NO. & DATE	BHEL/PSNR/SCP/RD/E-3136(E-Tender) & DATE: 19.03.2020
DUE DATE & TIME OF TENDER SUBMISSION	30.03.2020 AT 15:00 Hrs.
DUE DATE & TIME OF OPENING OF TENDER	30.03.2020 AT 15:30 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	DESTINATION FOR SUPPLY	DELIVERY SCHEDULE
Ordinary Portland Cement (OPC), Grade – 43, Conforming to IS:269 -2015	25000MT ± 30%	BHEL Site, Panki, U.P.	Dispatch of material shall start after 15 days from the date of issuance of Purchase Order or as per site requirement and to be completed within three (03) Months from the date of PO. However supply shall be regulated as per site requirement (Broadly @ 8000 MT/ per month).

DELIVERY REQUIRED AT - CONSIGNEE:

CONSTRUCTION MANAGER, BHEL PSNR, PANKI SITE, 1X660 MW TPS EXTENSION, PANKI THERMAL POWER STATION, PANKI, KANPUR, UTTAR PRADESH-208020.

C/O:

UPRVUNL, 1X660 MW TPS EXTENSION, PANKI THERMAL POWER STATION, PANKI, KANPUR, UTTAR PRADESH-208020.

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': INTEGRITY PACT (IP)
7. PART – 'F': GENERAL CONDITION OF CONTRACT (GCC) Rev. – 02.

DESCRIPTION OF ITEM			PART – ‘A’	
Sl. No.	ITEM DESCRIPTION	SPECIFICATION	UNIT	QTY.
SUPPLY OF ORDINARY PORTLAND CEMENT (OPC), Grade – 43, Conforming to IS: 269 -2015 FOR PANKI SITE.				
1.	ORDINARY PORTLAND CEMENT (OPC)	Grade – 43, Conforming to IS: 269 -2015	MT	25000

NOTE: -

1. The materials being offered should be strictly as mentioned above.
2. Quantity Variation of $\pm 30\%$ is acceptable. In case Quantity Variation clause on +30% side is required to be operated same will be informed to vendor prior to schedule delivery completion period (including extended period, if any). Delivery extension on pro-rata basis shall be given for supply of these additional quantity.

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

1. Bidders to submit copy of Purchase Order (PO) as mentioned below for supply of ORDINARY PORTLAND CEMENT (OPC) to any company in last 2 years from the Tender Enquiry date.
 - a) One (01) PO for supply of at least **12000 MT** of OPC.
 - “OR”
 - b) Two (02) POs each for supply of at least **7500 MT** of OPC.
 - “OR”
 - c) Three (03) POs each for supply of at least **6000 MT** of OPC.
2. Bidders should have an average annual financial turnover of **Rs. 1000 Lacs** or more during last three (03) Financial Years (FYs) i.e. (2016-17, 2017-18 & 2018-19).
3. Bidders should be a manufacturer of OPC conforming to IS: 269-2015. Bidders should be BIS approved and having valid BIS Licence.
4. List of Techno-commercially acceptable bidder(s) along with credentials shall be forwarded to Customer for approval.

NOTE -:

- 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 Ordinary Portland Cement (OPC) Grade-43, Conforming to IS: 269 -2015 for BHEL-Panki 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, PANKI SITE, 1X660 MW TPS EXTENSION, PANKI THERMAL POWER STATION, PANKI, KANPUR, UTTAR PRADESH-208020.

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.

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 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.

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 start after 15 Days from the date of issuance of Purchase Order or as per site requirement and to be completed within three (03) Months from the date of PO. However supply shall be regulated as per site requirement (Broadly @ 8000 MT/ per month).

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. ORDERING PHILOSOPHY:

BHEL reserves the right to split the order between L1 and other qualified bidders in the ratio 60:40, in the following mode.

6.1 Step-1: L-1 Bidder shall be awarded with acceptable L-1 rate for 60% quantity.

6.2 Step-2: For the award of remaining 40%, next bidder in the order of Price Competitiveness (i.e. L-2, L-3 and hence forth) shall be given an opportunity to match the awarded L-1 rate. In case none of the bidders agree to match the awarded L-1 price, then BHEL may consider award of left over 40% to L-1 bidder at the awarded L-1 rate.

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

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

9. INSPECTION: Final inspection will be done at site. Pre dispatch inspection is not required.

10. VALIDITY OF OFFER: Offer should be valid for a period of 60 Days from the date of Techno-commercial Bid (Part-I) opening.

11. PAYMENT TERMS:

- 90% F.O.R. price excluding GST (on 100% F.O.R value) shall be released within 30 days after receipt & acceptance of material at site and submission of following documents:-
 - a) GST Complaint Invoice (1 Original + 2 copies) in line with clause 4 of SCC.
 - b) Copy of LR.
 - c) Copy of manufacturer's test result in original showing compressive strength of 3 days & 7 days.
- Applicable GST (on 100% F.O.R value) shall be released upon compliance of documents mentioned in **clause no. 4.4 [Taxes & Duties]** of SCC above.
- Balance 10% F.O.R. price excluding GST payment shall be released within 30 days on submission of Copy of manufacturer's test result in original showing compressive strength of 28 days.

12. PERFORMANCE BANK GUARANTEE & EMD: Not applicable.

13. PAYING AUTHORITY: Construction Manager, BHEL PSNR, Panki Site, 1X660 MW TPS Extension, Panki Thermal Power Station, Panki, Kanpur, Uttar Pradesh-208020.

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

15. 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.

16. TEST CERTIFICATE: Test certificates to be sent along with supply.

17. MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC): MDCC shall be issued by BHEL. No material shall be dispatched by supplier unless and until Material Dispatch Clearance Certificate (MDCC) issued by BHEL Site.

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

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

20. LIQUIDATED DAMAGE: LD shall be 0.5% per week of delay or part thereof the total value of the undespached/undelivered portion of the material for which Material Dispatch Clearance Certificate (MDCC) has been issued by BHEL subject to a maximum of 10% of the total order value. In case of any amendment/ revision, the LD shall be linked to the amended/revised PO value.

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.

21. 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	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

The IP as enclosed with the tender as Part-'E' is to be submitted (duly signed by authorized signatory) 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). All correspondence with the IEMs shall be done through email only.

Note:

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's official whose contact details are provided below:

Rahul Deb, Sr. Engineer/Purchase Email id- rahuldeb@bhel.in , Mob. / Tel. No. +91-9650652070 / 0120-2416548	I. C. Kumar, DGM / Purchase Email id – ick@bhel.in , Mob. / Tel. No. +91- 9783968885/0120241-6292
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22. 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.