

 ISO 9001, ISO 14001, OHSAS 18001 &SA8000 Certified Company SubContract and Purchase Department.	भारत हेवी इलेक्ट्रिकल्स लिमिटेड (भारत सरकार का एक उपक्रम) BHARAT HEAVY ELECTRICALS LIMITED (A Govt. of India Undertaking) पावर सैक्टर, उत्तरी क्षेत्र, प्लॉट नं 25, सैक्टर 16 ए, नोएडा-201301, Ph : 0120-2416548/2416292 , Fax: 0120-2416528 / 2416525 E-mail: rahuldeb@bhel.in / ick@bhel.in
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E-TENDER ENQUIRY NO. & DATE	BHEL/PSNR/SCP/RD/E-3145 (E-Tender) & DATE: 18.05.2020
DUE DATE & TIME OF TENDER SUBMISSION	ON 08.06.2020 AT 15:00 HRS
DUE DATE & TIME OF OPENING OF TENDER	ON 08.06.2020 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
SUPPLY OF FACTORY FABRICATED STRUCTURE AS PER TCC (PART-C) FOR MAIN PLANT BUILDING AND OTHER STRUCTURES OF 2X660MW KHURJA STPP (STG PACKAGE)	2X660MW KHURJA STPP	COMPLETE SUPPLY SHALL BE COMPLETED WITHIN 18 MONTHS FROM THE PO DATE. DETAIL TIME SCHEDULE SHALL BE AS PER TCC (PART -C)

DELIVERY REQUIRED AT - CONSIGNEE:

CONSTRUCTION MANAGER, BHEL PSNR SITE OFFICE, 2X660MW KHURJA STPP,
VILLAGE & POST DASHERA KHERLI, TEHSIL – KHURJA, DIST- BULANDSHAHR, UTTAR PRADESH-203131.

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': PRE-QUALIFICATION CRITERIA (PQR).
2. PART – 'B': SPECIAL CONDITIONS OF CONTRACT (SCC).
3. PART – 'C': TECHNICAL CONDITION OF CONTRACT (TCC) (COMPRISING OF PVC CLAUSE, BG, SECTION –C, SECTION –D & SECTION –E)
4. PART – 'D': BOQ.
5. PART – 'E': PRICE SCHEDULE.
6. PART – 'F': INTEGRITY PACT (IP).
7. PART - 'G': GENERAL CONDITIONS OF CONTRACT (GCC) Rev. – 02 DTD. 27.12.2018

PRE-QUALIFICATION CRITERIA (PQR).**A Technical**

Bidder shall essentially meet all the Qualifying Requirements cited below:

A.1) Bidder must have supplied at least 4736MT of factory fabricated steel structures within a common period of 12 consecutive months in cumulative of Two (02) Running/completed contracts.

Or

Bidder must have supplied at least 2842MT of factory fabricated steel structures within a period of 12 consecutive months in one (01) Running/completed contract.

Completion date for achievement of the technical criteria specified as above should be in the last 7 years ending on the 'latest date of Bid Submission' of tender.

Towards above, bidder must submit the following

- Purchase order and proof of delivery/supply of factory fabricated structural material as sought in A.1
- Valid factory license and GST certificate.

B Financial Turnover

Bidders must have achieved an average annual financial turnover (Audited) of **Rs. 8.52 Crore** or more, over the last three Financial Years (FY) i.e. '2016-2017, 2017-2018, 2018-2019'.

C Customer Approval

The names of those bidders who stand qualified after compliance of criteria A & B of above shall be forwarded to customer for their approval.

The Price Bid of bidders who are approved by customer shall be opened and considered for further evaluation.

Explanatory Notes for POR

- 'Supplied' in QR - A means bidder should have delivered the Fabricated structures. Bidder shall submit the relevant documents against the above PQRs inclusive of Purchase order (wherein PO no., date, etc. is legible) along with proof of supply (i.e. - Completion Certificate/ Copy of Invoices / LR Copies/ Store Receipt Vouchers/ Payment Advice etc.) in the respective attachments in their offer in support of PQR. The word contract referred in Technical PQR may be Rate Contract/ Framework Agreement/ Purchase Order/ Work Order.
- Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against Financial Turnover **QR** above along with all annexures
- In case of audited Financial statements have not been submitted for all the three years as indicated against Financial Turnover **QR** above, then the applicable audited

statements submitted by the bidders against the requisite three years, **will** be averaged for three years i.e. total divided by three.

- iv. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant
- v. Consortium bidding is not allowed
- vi. After satisfactory fulfillment of all the above criteria/ requirement, offer shall be considered for further evaluation as per **NIT** and all other terms of the tender.
- vii. Credentials furnished by the bidder against "PRE-QUALIFYING CRITERIA" shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected and BHEL reserves the right to initiate any further action as per its internal guidelines.

PART – 'B'**SPECIAL CONDITIONS OF CONTRACT (SCC)**

1.	<u>IMPORTANT NOTES:</u> <i>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:</i> <table border="1" data-bbox="279 526 1492 1064"> <thead> <tr> <th data-bbox="279 526 486 593">OFFER DESCRIPTION</th><th data-bbox="486 526 1492 593">DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING DOCUMENTS</th></tr> </thead> <tbody> <tr> <td data-bbox="279 593 486 974">TECHNICAL OFFER</td><td data-bbox="486 593 1492 974"> 1. Scanned copy of Covering letter of offer (To be attached in Attachment section) 2. Annexures (I, II, III, V, VI, VII, XI & XII) of GCC Rev. 02 dated 27.12.2018 (To be attached in Attachment section). 3. Annexure – X for MSE vendors along with format as per Clause 10.1 of GCC rev.02 (To be attached in Attachment section). 4. No deviation certificate in bidder's letterhead as per format given in GCC (To be attached in Attachment section). 5. Duly filled all the tables in terms of acceptance of clauses and unpriced format with proper HSN Code & GST Rate as per NIT. </td></tr> <tr> <td data-bbox="279 974 486 1064">PRICE BID</td><td data-bbox="486 974 1492 1064">6. Duly filled in Price Schedule as per NIT. (Not to be required to attach any documents in price bid)</td></tr> </tbody> </table> 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/). <u>Note: -</u> a). No Consortium bidding is allowed for the subject tender. b). Part offer shall be rejected i.e. bidder must quote for the total quantity as per Enquiry.	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. Annexures (I, II, III, V, VI, VII, XI & XII) of GCC Rev. 02 dated 27.12.2018 (To be attached in Attachment section). 3. Annexure – X for MSE vendors along with format as per Clause 10.1 of GCC rev.02 (To be attached in Attachment section). 4. No deviation certificate in bidder's letterhead as per format given in GCC (To be attached in Attachment section). 5. Duly filled all the tables in terms of acceptance of clauses and unpriced format with proper HSN Code & GST Rate as per NIT.	PRICE BID	6. Duly filled in Price Schedule as per NIT. (Not to be required to attach any documents in price bid)
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PRICE BID	6. Duly filled in Price Schedule as per NIT. (Not to be required to attach any documents in price bid)						
2.	<u>SCOPE OF WORK:</u> As per Cl. No. 2.0 of TCC (Part-C).						
3.	<u>PRICE BASIS:</u> Price in INR should be quoted for F.O.R destination delivery to CONSTRUCTION MANAGER, BHEL PSNR SITE OFFICE, 2X660MW KHURJA STPP, VILLAGE & POST DASHERA KHERLI, TEHSIL – KHURJA, DIST- BULANDSHAHAR, UTTAR PRADESH-203131.						
4.	<u>EVALUATION CRITERIA:</u> Offers will be evaluated on Net cost to BHEL excluding GST after considering loading, if any. However, order shall be placed on the Total Cost (including GST) to BHEL on F.O.R. prices. Order shall be placed as per Ordering philosophy defined in cl. no. 7 of SCC.						
5.	<u>TAXES AND DUTIES:</u> 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.

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.	<u>ROAD PERMIT:</u> E-way Bill shall be issued by Seller/Supplier (if applicable).
7.	<u>ORDERING PHILOSOPHY:</u> The subject tender is a combined tender for Unit#1 & Unit#2 of 2x660MW Khurja Shop Fabrication of main power house building (including Control Room, Pipe/Cable Racks & other miscellaneous structures). Vendor have to quote for complete quantity i.e. Package A & Package B; based on the weightage factor provided in the price bid item rates will be auto calculated. Scope of Package A & Package B is defined in TCC clause no 2.0. i. Tender specification is common for both the packages (Package A & Package B). ii. Price bid is invited for complete scope of work i.e. Package A & Package B. iii. Package A (55% of complete quantity) & Package B (45% of complete quantity) shall be awarded to separate agencies. iv. L-1 Bidder shall be awarded with acceptable L-1 rate and shall be considered for award of Package-A. v. For award of Package B, next bidder in the order of their price competitiveness (i.e. L-2, then L-3 and hence forth) shall be given an option to match their price/rate, with the Awarded/Finalized price/rate of Package-A. In case none of the bidders agree to match the Awarded price/RATE of Package-A, then BHEL may consider awarding the Package B to L-1 bidder.
8.	<u>INSPECTION:</u> Applicable as per TCC (Part-C). Inspection Agency shall be as detailed in Cl. No. 2.4 of TCC (Part-C).
9.	<u>QUALITY PLAN:</u> Applicable as per Cl. No. 2.3 of TCC (Part-C).
10.	<u>Material Dispatch Clearance Certificate (MDCC):</u> As per Cl. No. 2.5 of TCC (Part-C).
11.	<u>DELIVERY/TIME SCHEDULE:</u> As per Cl. No. 6.1 of TCC (Part-C).
12.	<u>MODE OF DISPATCH:</u> Supplier's scope.
13.	<u>TRANSIT INSURANCE:</u> Transit insurance from supplier's works/warehouse to BHEL site stores shall be arranged by BHEL. Ref. Cl. No. 2.6.4 (D) of TCC. Prior dispatch of material supplier has to intimate BHEL failing which transit loss if any would be borne by supplier.
14.	<u>VALIDITY OF OFFER:</u> Offer should be valid for a period of 180 Days from the date of Techno-commercial Bid (Part-I) opening.
15.	<u>PAYMENT TERMS:</u> As per Cl. No. 7.0 of TCC (Part-C).
16.	<u>WEIGHMENT:</u> BHEL or BHEL approved third party weighment shall be final.
17.	<u>BANK GUARANTEE:</u> Bank Guarantee (BG) for free issue of BHEL's material as per Annexure-II of TCC.
18.	<u>PRICE VARIATION COMPENSATION (PVC):</u> As per Annexure-I of TCC.
19.	<u>PAYING AUTHORITY:</u> Construction Manager, BHEL PSNR site office, 2X660MW Khurja STPP, Village & Post Dashera Kherli, Tehsil – Khurja, Dist- Bulandshahar, Uttar Pradesh-203131.
20.	<u>MSE BIDDER:</u> As per clause 10 of Instruction to Bidders of GCC Rev 02.

21.	<u>REVERSE AUCTION:</u> As per clause 9 of Instruction to Bidders of GCC Rev 02.											
22.	<u>LIQUIDATED DAMAGE:</u> 22.1 LD sh all be 0.5% of undespached goods per week of delay or part thereof subject to a maximum of 10% of the total order value. Invoice / LR/any other despatch document date will be utilised for LD calculation, 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. 22.2 In case of any amendment/ revision, the LD shall be linked to the amended/revised PO value.											
23.	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- <table><tr><td>Rahul Deb, Sr. Engineer/Purchase Email id- rahuldeb@bhel.in, Mob. / Tel. No. +91-9650652070 / 0120-2416548</td><td>I. C. Kumar, DGM / Purchase Email id – ick@bhel.in , Mob. / Tel. No. +91- 9783968885/0120241-6292</td></tr></table>	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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24.	<u>INTEGRITY PACT (IP):</u> 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. <table><tr><th>Sl.</th><th>IEM</th><th>Email</th></tr><tr><td>1.</td><td>Shri Arun Chandra Verma, IPS (Retd.)</td><td>acverma1@gmail.com</td></tr><tr><td>2.</td><td>Shri Virendra Bahadur Singh, IPS (Retd.)</td><td>ybsinghips@gmail.com</td></tr></table> The IP format as enclosed with the tender 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. For all clarifications/issues related to the Tender, Please Contact: <table><tr><td>Rahul Deb, Sr. Engineer/Purchase Email id- rahuldeb@bhel.in, Ph. No. +91-9650652070 / +91-0120-2416548</td><td>I C Kumar, DGM /Purchase Email id – ick@bhel.in, Ph. No. +91- 9783968885 / +91-0120-2416292</td></tr></table>	Sl.	IEM	Email	1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com	2.	Shri Virendra Bahadur Singh, IPS (Retd.)	ybsinghips@gmail.com	Rahul Deb, Sr. Engineer/Purchase Email id- rahuldeb@bhel.in , Ph. No. +91-9650652070 / +91-0120-2416548	I C Kumar, DGM /Purchase Email id – ick@bhel.in , Ph. No. +91- 9783968885 / +91-0120-2416292
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25.	<u>ORDER OF PRECEDENCE:</u> 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.											