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| ISO 9001, ISO 14001, OHSAS 18001 &SA8000 Certified Company<br><br>SubContract and Purchase Department. | ¼ãäÀ¦ã ÖÌãä ƒÊãäÌã›ã‡ãŠÊÔã ãÊãä½ã›ãñ¡<br>(¼ãäÀ¦ã ÔãÀ‡ãŠãÀ ‡ãŠã „¹ã‡ãŠÆã )<br>**BHARAT HEAVY ELECTRICALS LIMITED**<br>(A Govt. of India Undertaking)<br>¹ããÌãÀ Ôãñ‡ã›ãÀ, „.àã.¹ããÀÔãÀ, ¹Êãã› ¶ã.25, Ôãñ‡ã›ãÀ-16†, ¹ããÔ› ºãã‡ãŠÔã Ôã.55,¶ããñ†¡ã-201301,<br>**Power Sector-Northern Region, Plot no.25, Sector 16 A, Noida -201301**<br>**Ph : 0120-241 6511/6292 , Fax: 0120-2416525**<br>**E-mail:** aditi@bhel.in / ick@bhel.in |

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|---|---|
| **E-TENDER ENQUIRY NO. & DATE** | **BHEL/PSNR/SCP/AG/E-3036 (E-Tender) & DATE: 23.05.2019** |
| **DUE DATE & TIME OF TENDER SUBMISSION** | **03.06.2019 AT 15:00 HRS.** |
| **DUE DATE & TIME OF OPENING OF TENDER** | **03.06.2019 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<br><br>**(Note: Supply of cement should be in bulker only)** | 15000 MT ± 30% | BHEL Site, Panki, U.P. | Dispatch of material shall start after 07 Days from the date of issuance of Purchase Order OR as per site requirement and to be completed within four (04) Months from the date of PO. However supply shall be regulated as per site requirement (Broadly @ 4000 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. |
|---|---|---|---|---|
| **A** | **SUPPLY OF ORDINARY PORTLAND CEMENT (OPC), Grade – 43, Conforming to IS: 269 - 2015 FOR PANKI SITE.** | | | |
| **1.** | ORDINARY PORTLAND CEMENT (OPC)<br><br>**(Note: Supply of cement should be in bulker only)** | Grade – 43, Conforming to IS: 269 -2015 | MT | 15000 |

**NOTE: -**

1. **The materials being offered should be strictly as mentioned above.**
2. **Quantity Variation of ± 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-QUAIFYING 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 **7200 MT** of OPC.
   "OR"
   b) Two (02) POs each for supply of at least **4500 MT** of OPC.
   "OR"
   c) Three (03) POs each for supply of at least **3600 MT** of OPC.

2. Bidders should have an average annual financial turnover of **Rs. 500 Lacs** or more during last three (03) Financial Years (FYs) i.e. (2015-2016, 2016-2017, 2017-2018).
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.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. 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).<br>**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).<br>**3).** Scanned copy of Techno-Commercial Offer (To be attached in **Attachment** section).<br>**4).** Duly filled all annexures except price & unpriced format (To be submitted with **offer**).<br>**5).** All supporting documents/ Annexures etc., as applicable (To be attached in **Attachment** section).<br>**6).** No deviation certificate in bidders letterhead as per format given in GCC (To be attached in **Attachment** section).<br>**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**)<br>Any other document uploaded in the price bid, as per tender format, shall not be taken into cognizance for evaluation of offer. |

## 1.2 SCOPE OFWORK:

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/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.

**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 start after 07 Days from the date of issuance of Purchase Order OR as per site requirement and to be completed within four (04) Months from the date of PO. However supply shall be regulated as per site requirement (Broadly @ 4000 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. Cement shall be delivered at site through cement bulker of sufficient capacity. 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**:

a) On receipt of material, 100% payment (excluding GST) shall be released within 30 days from the date of receipt of complete invoice (including all documents and Test certificates). No advance shall be paid against the supply of Cement.

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

**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.

**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:** As per **clause 15** of General Commercial Terms & Conditions of GCC.

**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 | Address | Phone & Email |
|---|---|---|---|
| 1. | Mrs. Pravin Tripathi, IA & AS (Retd.) | D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi - 110068 | Ph. No. +91 – 11 29533206 / 29531715.<br>pravin.tripathi@gmail.com |
| 2. | Shri D.R.S. Chaudhary, IAS (Retd.) | E-1/164, Arera Colony, Bhopal 462016 (M.P.) | Ph. No. +91-755 4050495.<br>dilip.chaudhary@icloud.com |

The IP as enclosed with the tender as Part-'E' 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.

**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.

## PART 'C'

**UNPRICE SCHEDULE:** As per online Unpriced Bid format.

## PART 'D'

**PRICE SCHEDULE:** As per online priced Bid format.

## PART 'E'

INTEGRITY PACT **(IP)**

## PART 'F'

GENERAL CONDITION OF CONTRACT **(GCC)**