

 Maharatna 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, नोएडा-201301 Power Sector-Northern Region, Plot no.25, Sector 16 A, Noida -201301 Ph : 0120-2416275/2416292 , Fax: 0120-2416528 / 2416525 E-mail: anuranjan@bhel.in ; ick@bhel.in
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E-TENDER ENQUIRY NO. & DATE	BHEL/PSNR/SCP/ANU/E-3199 DATE: 07.11.2020
START DATE & TIME OF TENDER SUBMISSION	08.11.2020 AT 10:00 HRS
DUE DATE & TIME OF TENDER SUBMISSION	13.11.2020 AT 10:00 HRS
DUE DATE & TIME OF OPENING OF TENDER	13.11.2020 AT 15:30 HRS

TENDER ENQUIRY

GEMARPTS No.:GEM/GARPTS/04102020/OGMV1DLGNM2

BHEL Power Sector, Northern Region invites sealed quotation on **Open Tender Basis** for the following items in **two part bid** system **THROUGH E-PROCUREMENT PORTAL**
<https://eprocurebhel.co.in/nicgep/app> **ONLY**;

DESCRIPTION OF ITEMS	DESTINATION FOR SUPPLY	DELIVERY SCHEDULE
VARIOUS CHEMICALS. (DETAIL SPECIFICATION AS MENTIONED IN PART –A1)	BHEL R&M OBRA SITE	DELIVERY OF MATERIAL SHALL BE COMPLETED WITHIN 15 DAYS AFTER ISSUANCE OF MDCC FROM BHEL.

DELIVERY REQUIRED AT - CONSIGNEE:

CONSTRUCTION MANAGER,BHEL-SITE OFFICE, R&M OF 5 X 200 MW
UNITS,U#9 TURBINE FLOOR, 'B'TPS, UPRVUNL, OBRA TPS, OBRA SONEBHADRA – 231219, U.P.

IMPORTANT NOTE:

*This is an E-tender floated online through our E-Procurement Site
<https://eprocurebhel.co.in/nicgep/app> The bidder should respond by submitting their offer online
only in our e-Procurement platform at <https://eprocurebhel.co.in/nicgep/app> . 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 – 'A1': DETAILS OF VARIOUS CHEMICALS WITH OTHER TECHNICAL REQUIREMENT.
2. PART – 'A2': QUALIFYING REQUIREMENTS (QR).
3. PART – 'B': SPECIAL CONDITIONS OF CONTRACT (SCC).
4. PART – 'C': BOQ_ITEMWISE.
5. PART – 'D': GENERAL CONDITION OF CONTRACT (GCC) Rev. – 03

DESCRIPTION OF VARIOUS CHEMICALS**PART – 'A1'**

Sl. No.	ITEM DESCRIPTION	UNIT	QTY.	OTHER TECHNICAL REQUIREMENTS
VARIOUS CHEMICALS FOR BHEL OBRA SITE				
1.	AMMONIUM BIFLUORIDE NH ₄ HF ₂ -98%, IS: 13119-1991.	KG	600	
2.	CITRIC ACID – C ₆ H ₈ O ₇ H ₂ O, IS: 5464-1995	KG	500	
3.	DI – SODIUM PHOSPHATE Na ₂ PO ₄ , 12H ₂ O, IS: 566-1991	KG	400	
4.	TRI – SODIUM PHOSPHATE Na ₃ PO ₄ , 12H ₂ O, IS: 573 - 1992	KG	800	
5.	AMMONIUM HYDROXIDE NH ₄ OH – 25%, IS: 799-1990	LITRES	600	Packing Required in containers and not in Bags.
6.	HYDRAZINE HYDRATE N ₂ H ₄ OH – 80%, IS: 12086 – 1992	LITRES	1000	Packing Required in containers and not in Bags.
7.	HYDRATED LIME – IS:1540-1990	MT	5	

NOTE: -

1. The materials being offered should be strictly as mentioned above.
2. Supply quantity tolerance acceptable is $\pm 1\%$.

PART – 'A2'**QUALIFYING REQUIREMENTS (QR)**

1. Bidders must have to submit P.O. copy for supply of at least Four (04) chemicals as specified in Part –A1 above to any reputed company in last 3 years from the Tender Enquiry date.
2. BIDDER SHOULD HAVE A MINIMUM AVERAGE ANNUAL TURNOVER DURING LAST THREE (03) FINANCIAL YEARS -i.e. Min. Rs. 6 Lacs.

NOTE - 1:

1. Bidder to submit Audited Balance Sheet and Profit and Loss Account of the Company for last (3) three Financial Years in support of Sl. No. 2 as above.

NOTE - 2:

- i. In case annual accounts of last Financial Year are not audited, then bidder should submit the audited account of previous three Financial Years.
- ii. 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)****IMPORTANT NOTES:**

This is an E-tender floated online through our E-Procurement Site <https://eprocurebhel.co.in/nicgep/app>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://eprocurebhel.co.in/nicgep/app>. 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. Copy of documentary evidences in support of PQR Part-A2 2. Upload Copy of SCC (PART-B) (To be attached in Attachment section); 3. Upload copy of GCC Rev 03 (To be attached in Attachment section); 4. Duly filled the applicable Annexures (I, II, III, V, VI, VII XI & XII). (To be attached in Attachment section). 5. FOR MSE VENDOR, Annexure-X ALONG WITH FORMAT AS PER CLAUSE 10.1 OF GCC REV 03.
PRICE BID	6. Duly filled in Price Schedule in the format of BOQ as per NIT.

Subsequent to techno commercial scrutiny, qualified Bidder 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://eprocurebhel.co.in/nicgep/app>).

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.

SCOPE OF WORK:

- Supply of Various Chemicals to BHEL-SITE OFFICE, OBRA TPS, OBRA SONEBHADRA – 231219, U.P. on F.O.R. Destination Basis. Unloading of materials at Destination/Site shall be in the BHEL's scope.

PRICE BASIS:

Price in INR should be quoted for F.O.R destination delivery to BHEL-SITE OFFICE, R&M OF 5 X 200 MW UNITS, U#9 TURBINE FLOOR, 'B' TPS, UPRVUNL, OBRA TPS, OBRA SONEBHADRA – 231219, U.P. and inclusive of suitable packing and forwarding and shall remain firm in all respects during the currency of the delivery period, inclusive of any extended delivery period and shall not vary on any account.

EVALUATION CRITERIA:

Tender will be evaluated Grand Total Package wise based on the Net Cost to BHEL excluding GST on F.O.R basis, as indicated in BOQ of Tender subject to fulfilment of *Clause 10.5 of Instructions to bidders of General Conditions of Contract (GCC)*. However, order shall be placed on the Total Amount F.O.R. Basis. BHEL also reserves the right for not placing the order for any of the item depending upon requirement.

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 Contractor'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. 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.

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 Contractor'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 Contractor.

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.	<u>ROAD PERMIT :</u> E-way Bill shall be issued by Seller/Supplier.
6.	<u>INSPECTION:</u> TEST CERTIFICATES TO BE PROVIDED WITHIN 7 DAYS FROM THE ISSUE OF P.O. BEFORE DESPATCH FOR ISSUING MDCC. However, Material shall be inspected after receipt of the material at 'B'TPS, OBRA site, and got tested at 'B'TPS, OBRA site (if required). Material may also be got tested at any other lab as per requirement. In case of any discrepancies, defective materials shall be replaced by the supplier without any extra cost.
7.	<u>MODE OD DESPATCH :</u> BY ROAD
8.	<u>DELIVERY:</u> Test certificates to be provided within 7 days from the issue of P.O. for issuing MDCC. Delivery of material shall be completed within 15 days after issuance of MDCC from BHEL. 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.
9.	<u>TRANSIT INSURANCE:</u> Supplier's Scope. The Material must be sent duly insured under intimation to Construction Manager BHEL Obra R&M site. All charges to be borne by Supplier.
10.	<u>VALIDITY OF OFFER:</u> Offer should be valid for a period of 60 Days from the date of Techno-commercial Bid (Part-I) opening.
11.	<u>PAYMENT TERMS:</u> 100% Payment along with taxes and duties to be paid on receipt of all chemicals at site and after getting successful test results of all chemicals (Testing at BHEL Obra Site and Customer Lab) within 30 days on submission of required documents.
12.	<u>BILLING DOCUMENTS/ DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL:</u> The billing documents required for 100% payment are; • Original Tax Invoice (As per Cl. No. 4 above). • Copy of LR. • Test Certificate before despatch • Warranty Certificate. • Material Dispatch Clearance Certificate issued by BHEL. • Material Safety Data Sheet. • Self-life Certificate.
13.	<u>PERFORMANCE BANK GUARANTEE & EMD:</u> Not applicable.
14.	<u>PAYING AUTHORITY:</u> Construction Manager, BHEL-site office, R&M of 5 x 200 mw units, U#9 turbine floor, 'B'TPS, UPRVUNL, Obra TPS, Obra Sonebhadra – 231219, U.P.
15.	<u>WARRANTY/GUARANTEE:</u> The material supplied will be warranted against any manufacturing defects for 12 month (self-life of chemicals should be atleast 12 months) from the date of receipt at site.
16.	<u>PACKING:</u> The material shall be properly packed for suitable transportation and storage in open area in order to avoid losses of damage in transit, shall be dispatched by road. All packages must clearly be marked with the above supply order number and date and type of chemicals. <u>Please note that Ammonium Hydroxide and Hydrazine Hydrate shall necessarily be packed in containers. Packed in Bag shall not be accepted.</u>

17.	<u>MSE BIDDER:</u> As per clause 10 of Instruction to Bidders of GCC.		
18.	<u>REVERSE AUCTION:</u> Applicable as per clause 9 of Instruction to Bidders of GCC (Part-D) 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..		
19.	<u>Risk and Cost against Balance Work:</u> Applicable as per clause 26 of General Commercial Terms & Conditions of GCC Rev 02.		
20.	Bidders are requested to go through Bidder manual available on https://eprocurebhel.co.in/nicgep/app In the event of any queries during submission of the tender thru BHEL's E-Procurement portal, you may pls contact-NIC Customer Care.		
21.	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 border="1"> <tr> <td> Anuranjan Kumar, Manager/Purchase Email id- anuranjan@bhel.in, Ph. No. +91-7408408839, +91-0120-2416275 </td> <td> I C Kumar, DGM /Purchase Email id – ick@bhel.in, Ph. No. +91- 9783968885, +91-0120-2416292 </td> </tr> </table>	Anuranjan Kumar, Manager/Purchase Email id- anuranjan@bhel.in, Ph. No. +91-7408408839, +91-0120-2416275	I C Kumar, DGM /Purchase Email id – ick@bhel.in, Ph. No. +91- 9783968885, +91-0120-2416292
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22.	<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.		