

 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 : 0120-2416511/2416292 , 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-3200 DATE: 13.11.2020
START DATE & TIME OF TENDER SUBMISSION	14.11.2020 AT 10:00 HRS
DUE DATE & TIME OF TENDER SUBMISSION	24.11.2020 AT 10:00 HRS
DUE DATE & TIME OF OPENING OF TENDER	24.11.2020 AT 15:30 HRS

TENDER ENQUIRY

GEMARPTS No.: GEM/GARPTS/16102020/PR6XM4W9RD9A

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
SPARE PARTS FOR BREAKDOWN/ PREVENTIVE MAINTENANCE OF 1000 KG CAPACITY CONSTRUCTION ELEVATOR, MEKASTER MAKE, MODEL NO. M8/H-251-2008	BHEL PANKI SITE	DELIVERY OF MATERIAL SHALL BE COMPLETED WITHIN THREE (3) WEEKS FROM THE DATE OF ISSUANCE OF P.O.

DELIVERY REQUIRED AT - CONSIGNEE:

CONSTRUCTION MANAGER, BHEL PSNR, PANKI SITE 1 X 660 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://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’: LIST OF SPARE PARTS
2. PART – ‘A2’: QUALIFYING REQUIREMENTS (QR).
3. PART – ‘B’: SPECIAL CONDITIONS OF CONTRACT (SCC).
4. PART – ‘C’: BOQ.
5. PART – ‘D’: GENERAL CONDITION OF CONTRACT (GCC) Rev. – 03

PART – 'A1'**LIST OF SPARE PARTS**

SL. NO.	ITEM DESCRIPTION	PART NO.	UNIT	QUANTITY
1	CAGE LIMIT SWITCH LLA	3000629-120	No.	4
2	COUNTER ROLLER	480248	No.	4
3	CABLE TROLLEY GUIDE ROLLER-ECCENTRIC	9001575-102	No.	4
4	PULLER FOR PINION	9038289	No.	1
5	PULLER FOR COUPLING	—	No.	1
6	WRENCH FOR GUIDE ROLLERS	9040 076	No.	1
7	DAMPER	9038551	No.	2
8	GUIDE ROLLER	484210	No.	14
9	KEY SWITCH WITH ELEMENT	3000 629-200	No.	1
10	MANUAL BREAK RELEASING SYSTEM	9038307	No.	1
11	O RING (TYPE - I) (90x 3)	3000136-828	No.	6
12	O RING (TYPE - II) (225 x 3)	3000136-431	No.	2
13	PINION module-8	9027916	No.	2
14	SEALING RING (TYPE -I) (45-62-10)	3000140-211	No.	6
15	SPIDER ROTTEX FOR COUPLING	31020452102	No.	2
16	DOOR INTERLOCKING CAM BIG & SMALL	362508-101	No.	2
17	SAFETY DEVICE Module - 8 for 1000 Kgs Elevator	9038541-02	No.	1

NOTE:

- 1) Bidder shall supply spares for Mekaster make 1000kg Rack and Pinion type Passenger cum Goods Lift installed in boilers at BHEL site. The spares supplied shall be of the same specifications (size, shape, dimensions etc.) as available in the Mekaster make 1000kg Rack and Pinion type Passenger cum Goods Lift. Additionally, electrical parts supplied shall be of the same make as available in the Mekaster make 1000kg Rack and Pinion type Passenger cum Goods Lift. Any variation in the same shall not be accepted.
- 2) Spares supplied shall be 100% compatible with the original equipment. Any reworking done/ required to be done on the supplied part to make it compatible with the original equipment, whether prior to or during the replacement, which may adversely affect the quality/ performance of the supplied part, shall make the supplied part liable for rejection.
- 3) Spare parts supplied shall be capable of withstanding all such tests at such intervals as may be recommended by OEM or BHEL (functional tests of individual components supplied, load test, drop test etc.). These tests may be conducted on the individual spare parts supplied or on the complete equipment in which it shall be used as a replacement.

PART – ‘A2’

QUALIFYING REQUIREMENTS (QR)

- 1.** The bidder should be in the business of manufacturing / supply of Rack & Pinion type Passenger cum Goods Lift during last two years from the date of tender enquiry. For which Bidder to submit PO Copy along with Invoice /LR Copy for supply of Rack & Pinion type Passenger cum Goods Lift of any capacity during last two years from the date of tender enquiry.
- 2.** The bidder should have supplied spares for Mekaster make 1000Kg capacity Rack and Pinion type Passenger cum Goods Lift during last two years from the date of tender enquiry. For which Bidder to submit PO Copy along with Invoice /LR Copy for supply of spares for Mekaster make 1000kg capacity Rack & Pinion type Passenger cum Goods Lift during last two years from the date of tender enquiry.
- 3.** Bidder should have a minimum average annual turnover of Rs. 5.0 Lakhs or more over last three Financial Years (FY) i.e. 2017-18, 2018-19 & 2019-20.
 - Bidder to submit Audited Balance Sheet and Profit and Loss Account in support of above.
 - However due to Covid 19 pandemic, in case bidder have not got their accounts audited for FY 2019-20 as on date of bid submission, he can submit the audited accounts for FY 2016-17, 2017-18 & 2018-19 with a declaration/ confirmation that he has not got his accounts for FY 2019-20 audited as on date of bid submission.
 - 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.
 - 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.
- 4.** Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure - 1) to this effect.

ANNEXURE – 1

UNDERTAKING

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

DGM/ PURCHASE
BHEL-PSNR, PLOT NO. 25,
SECTOR – 16A, NOIDA - 201301

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No: BHEL/PSNR/SCP/AG/E-3200

I/We, _____
declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

**Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)**

Place:

Date:

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.

1. SCOPE OF WORK:

Supply of Spare Parts for Breakdown/preventive maintenance of 1000 Kg capacity construction elevator, Mekaster make, Model no. M8/H-251-2008 available at Panki site. Unloading of materials at Destination/Site shall be in the BHEL's scope.

2. PRICE BASIS:

Price in INR should be quoted for F.O.R destination delivery to CONSTRUCTION MANAGER, BHEL PSNR, PANKI SITE 1 X 660 MW TPS EXTENSION, PANKI THERMAL POWER STATION, PANKI, KANPUR, UTTAR PRADESH – 208020.

3. 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.

4.	<u>TAXES AND DUTIES:</u> 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. GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor: - - Supply of goods and/or services have been received by BHEL. - Original Tax Invoice has been submitted to BHEL. - 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. TDS/TCS under Income tax Act 1961 shall be deducted/payable, as applicable. 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. <u>4.10 Variation in Taxes & Duties:</u> 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
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	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.	ROAD PERMIT: E-way Bill shall be issued by Seller/Supplier.
6.	INSPECTION: Not Required
7.	MODE OF DESPATCH : Supplier's Scope.
8.	DELIVERY: Delivery of material shall be completed within three (3) weeks from the date of issuance of Purchase Order. 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.	TRANSIT INSURANCE: Supplier's Scope.
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: (I) Ninety percent (90%) of Ex-works price of materials supplied along with applicable 100% Taxes and Duties, insurance & freight shall be paid against the billing documents. (II) Ten percent (10%) of Ex-works price of materials supplied will be released after receipt of SRV from site.
12.	BILLING DOCUMENTS/ DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL: The billing documents required for payments: • Original Tax Invoice (As per Cl. No. 4 above). • Copy of LR. • Warranty Certificate.
13.	PERFORMANCE BANK GUARANTEE & EMD: Not applicable.
14.	PAYING AUTHORITY: Sr. Manager Finance, BHEL-PSNR, Noida. But bill addressed to DGM-PURCHASE, BHEL PSNR, Plot no.25, Sector 16 A, Noida -201301.
15.	WARRANTY/GUARANTEE: The spares shall have fitment guarantee up to one year and warranty for poor workmanship & manufacturing defects up to six months from the date of physical inspection of spares at destination.

16.	<u>MSE BIDDER:</u> As per clause 10 of Instruction to Bidders of GCC.		
17.	<u>REVERSE AUCTION:</u> Not Applicable		
18.	<u>LIQUIDATED DAMAGES:</u> Applicable as per clause 15.0 of General Commercial Terms & Conditions of GCC.		
19.	<u>Risk and Cost against Balance Work:</u> Applicable as per clause 26.0 of General Commercial Terms & Conditions of GCC.		
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> Aditti Gupta, Sr. Engineer/Purchase Email id: aditi@bhel.in, Ph. No. +91-0120-2416511 </td> <td> I C Kumar, DGM /Purchase Email id – ick@bhel.in, Ph. No. +91- 9783968885, +91-0120-2416292 </td> </tr> </table>	Aditti Gupta, Sr. Engineer/Purchase Email id: aditi@bhel.in , Ph. No. +91-0120-2416511	I C Kumar, DGM /Purchase Email id – ick@bhel.in, Ph. No. +91- 9783968885, +91-0120-2416292
Aditti Gupta, Sr. Engineer/Purchase Email id: aditi@bhel.in , Ph. No. +91-0120-2416511	I C Kumar, DGM /Purchase Email id – ick@bhel.in, Ph. No. +91- 9783968885, +91-0120-2416292		
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.		