

 <p>Contributing to Create a New India</p> <p>SubContract and Purchase Department.</p>	<p><b>भारत हेवी इलेक्ट्रिकल्स लिमिटेड</b> (भारत सरकार का उपक्रम)</p> <p><b>BHARAT HEAVY ELECTRICALS LIMITED</b> (A Govt. of India Undertaking)</p> <p>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: <a href="mailto:anuranjan@bhel.in">anuranjan@bhel.in</a> ; <a href="mailto:ick@bhel.in">ick@bhel.in</a></p>
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E-TENDER ENQUIRY NO. & DATE	BHEL/PSNR/SCP/ANU/E-3168 DATE: 25.08.2020
DUE DATE & TIME OF TENDER SUBMISSION	ON OR BEFORE 07.09.2020 AT 15:00 HRS
DUE DATE & TIME OF OPENING OF TENDER	ON OR BEFORE 07.09.2020 AT 15:30 HRS

**TENDER ENQUIRY**  
**GEMARPTS REF. NO. GEM/GARPTS/13082020/G4XZRK8CZLBE**

To,

**SEEREBA ENGINEERS**

KM 42/ 604 , Jaypee Kosmos, Sector- 134, Noida - 201304, India

BHEL Power Sector, Northern Region invites sealed quotation on **Single Tender Basis** for the following items in **two part bid** system **THROUGH E-PROCUREMENT PORTAL**

<https://bhel.abcpurchase.com/EPROC/> ONLY;

DESCRIPTION OF ITEMS				DESTINATION FOR SUPPLY	DELIVERY SCHEDULE
Sl. No.	ITEM Description	UOM	Qty.	2X750 MW PRAGATI-III, BAWANA SITE	Within 7 WEEKS from the date of receipt of P.O.
1	100 NB BUTTERFLY VALVE WITH LIMIT SWITCH	NOS.	4		
(For FPS Package at BAWANA Site)					

**DELIVERY REQUIRED AT - CONSIGNEE:**

BHEL-Bawana Site Office, Address: BHEL- PSNR, PRAGATI-III, CCPP, SECTOR-5, BAWANA INDUSTRIAL AREA, DELHI-110039.

**IMPORTANT NOTE:**

*This is an E-tender floated online through our E-Procurement Site <https://bhel.abcpurchase.com/EPROC/> The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcpurchase.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-1’: ITEM DESCRIPTION WITH QTY
2. PART – ‘A-2’ : TECHNICAL SPECIFICATIONS.
3. PART – ‘B’: SPECIAL CONDITIONS OF CONTRACT (SCC).
4. PART – ‘C’: UNPRICE FORMAT.
5. PART – ‘D’: PRICE SCHEDULE
6. PART – ‘E’: GENERAL CONDITION OF CONTRACT (GCC) Rev. – 03

**PART – 'A-1'**

**ITEM DESCRIPTION WITH QTY.**

Sl. No.	ITEM Description	UOM	Qty.
1	100 NB BUTTERFLY VALVE WITH LIMIT SWITCH As per Tech Specs: PE-V0-314-552-A083	NOS.	4

**PART – 'A-2'**

**TECHNICAL SPECIFICATIONS**

**(Page 1- 5 attached as separate documents)**

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

*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:*

<b>OFFER DESCRIPTION</b>	<b>DOCUMENTS TO BE UPLOADED &amp; MODALITY OF UPLOADING DOCUMENTS</b>
<b>TECHNICAL OFFER</b>	<ol style="list-style-type: none"> <li>1. Scanned copy of NIT (To be attached in <b>Attachment</b> section) ;</li> <li>2. Scanned copy of Technical Specification (Part-A-2) &amp; SCC (PART-B) duly signed &amp; stamped (To be attached in <b>Attachment</b> section);</li> <li>3. Duly filled the check list table for technical &amp; Commercial terms &amp; conditions provided under Techno-commercial Bid</li> <li>4. Duly signed &amp; stamped all applicable Annexures (I, II, III, IV, VII, XI &amp; XII). (To be attached in <b>Attachment</b> section).</li> <li>5. FOR MSE VENDOR, Annexure-X ALONG WITH FORMAT AS PER CLAUSE 10.1 OF GCC REV 03.</li> </ol>
<b>PRICE BID</b>	6. Duly filled in Price Schedule in the online format.

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://bhel.abcprocure.com/EPROC/>).

**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:**  
1. SUPPLY OF 100 NB BUTTERFLY VALVE WITH LIMIT SWITCH REQUIRED FOR FPS PACKAGE AT BAWANA SITE on F.O.R. Destination Basis.
- PRICE BASIS:**  
Price in INR should be quoted for F.O.R destination delivery to BHEL-Bawana Site Office.
- 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 Price Bid of Tender. 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 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.

	<p><b>4.4.</b> GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor: -</p> <ol style="list-style-type: none"> <li>Supply of goods and/or services have been received by BHEL.</li> <li>Original Tax Invoice has been submitted to BHEL.</li> <li>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.</li> </ol> <p><b>4.5</b> TDS under GST laws as applicable shall be deducted.</p> <p><b>4.6.</b> 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.</p> <p><b>4.7.</b> 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.</p> <p><b>4.8.</b> 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.</p> <p><b>4.9.</b> The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract is limited to direct transactions between BHEL &amp; its Contractor. BHEL is not responsible for any liability that may arise due to any transaction beyond the direct transaction between BHEL &amp; its Contractor.</p> <p><b>4.10 Variation in Taxes &amp; Duties:</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p><b>4.11 Modalities of Tax Incidence on BHEL:</b></p> <p>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.</p>
5.	<p><b><u>ROAD PERMIT :</u></b></p> <p>E-way Bill shall be issued by Seller/Supplier.</p>
6.	<p><b><u>INSPECTION:</u></b> Third Party Inspection shall be carried out as per QP 9472-001-QVM-Q-446 (Attached as Annexure-I)</p>

7.	<b>MODE OD DESPATCH :</b> BY ROAD		
8.	<b>DELIVERY:</b> Supply shall be completed within 7 WEEKS from the date of receipt of P.O. 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.	<b>TRANSIT INSURANCE:</b> Transit Insurance of material is in Supplier scope.		
10.	<b>VALIDITY OF OFFER:</b> Offer should be valid for a period of 60 Days from the date of Techno-commercial Bid (Part-I) opening.		
11.	<b>PAYMENT TERMS:</b> 100% PAYMENT WITHIN 30 DAYS OF RECEIPT OF MATERIALS AT BAWANA SITE.		
12.	<b>BILLING DOCUMENTS/ DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL:</b> The billing documents required for 100% payment are; <ul style="list-style-type: none"> <li>• Original Tax Invoice (As per Cl. No. 4 above).</li> <li>• Copy of LR/GR.</li> <li>• Test Certificates/Certificate of compliance/ Certificate of Interchangeability</li> <li>• Warranty/Guarantee Certificate</li> </ul>		
13.	<b>PERFORMANCE BANK GUARANTEE &amp; EMD:</b> Not applicable.		
14.	<b>PAYING AUTHORITY:</b> Construction Manager, BHARAT HEAVY ELECTRICALS LIMITED, PSNR, PRAGATI-III, CCPP, SECTOR-5, BAWANA INDUSTRIAL AREA, DELHI-110039.		
15.	<b>MSE BIDDER:</b> As per clause 10 of Instruction to Bidders of GCC.		
16.	<b>REVERSE AUCTION:</b> Not applicable.		
17.	<b>Risk and Cost against Balance Work:</b> Applicable as per <b>clause 26</b> of General Commercial Terms & Conditions of GCC Rev 03.		
18.	<p><b>Bidders are requested to go through Bidder manual available on <a href="https://bhel.abcpocure.com/EPROC/">https://bhel.abcpocure.com/EPROC/</a></b></p> <p>In the event of any queries during submission of the tender thru BHEL's E-Procurement portal, you may please contact e-procurement Customer Care.</p>		
19.	<p><b>In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Part I opening-</b></p> <table border="1"> <tr> <td> Anuranjan Kumar, Dy. 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, Dy. 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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20.	<b>ORDER OF PRECEDENCE:</b> In case of contradiction / conflict, the order of precedence shall be in the order as per <b>clause 24</b> of General Commercial Terms & Conditions of GCC.		