

**BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462/223948
PHONE NO: 0091 1334 284144**

Tender No.: F/F219/22/0934/K1

Due date: 31.08.2022

Sub: BHEL-HEEP/OPEN-TENDER FOR PRESSURE VESSEL PLATES

The Heavy Electricals Equipment Plant (HEEP) located in Haridwar, India is one of the major manufacturing plants of Bharat Heavy Electricals Ltd. The core business of HEEP includes design and manufacture of large steam turbines, turbo generators and so on.

Online offers are invited through e-procurement portal <https://eprocurebhel.co.in/nicgep/app> from suppliers for the supply of the following items: -

Tender No	Material code & Description	Size (mm)	Qty. (kg)	Delivery
F/F219/22/0934/K1	HXEW10102043 PRESSURE VESSEL PLATES, CARBON STEEL FOR MODERATE AND LOW TEMPERATURE SERVICE, NORMALIZED SUPPLEMENTARY REQUIREMENTS=S1, S5 & S8 N.STD:SA 516 GR 70	160 x 1750 x 3500	7700	30.12.2022

The Techno-Commercial offers received will be evaluated by BHEL & successful short-listed parties will be asked to supply the item as per tender document. Vendors shall confirm that there is no deviation with respect to BHEL Specifications. However, deviations, if any are to be listed as a separate attachment. The offers that do not meet the substantial requirements of our specifications are liable to be ignored.

The tender documents & Specification of item can be downloaded from www.bhel.com or <https://hwr.bhel.com> or <https://eprocurebhel.co.in/nicgep/app>. **Only those vendors who fulfill the Minimum Qualifying Requirements (as per Annexure-II) will be considered for further technical evaluation.**

The last date for downloading tender documents shall be 30.08.2022 & opening of tender shall be 31.08.2022. Tenders will be received up to 01.45 P.M. on **30.08.2022** and opened on **31.08.2022** at 2.00 P.M at <https://eprocurebhel.co.in/nicgep/app>. **Please note that tender received after 01.45 PM on 30.08.2022 will not be opened.** BHEL will not be responsible for any type of delay.

The total quantity may undergo change at the time of ordering.

The details of each item with required delivery are given in **Annexure-I (Details of Items)**

Please submit your Techno-Commercial offer only for the above requirement subject to our terms and conditions.

KINDLY READ "INSTRUCTIONS TO BIDDERS". QUOTATION NOT IN ACCORDANCE WITH THE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

INSTRUCTIONS TO BIDDERS FOR OPEN TENDER

Vendors must fill up Annexure– II in confirmation to Pre- Qualification Requirements and quality requirements.

ESSENTIAL INSTRUCTIONS

1. **BHEL team may visit the vendor (s) works for verification of capability and capacity claimed in tender documents/offer (s).**
2. The tenders shall be submitted in two parts
 - i. Part I - Techno -Commercial Bid & Pre-Qualification Requirement,
 - ii. Part II - Price Bid
3. Documents submitted with the offer/bid by the bidder shall be signed and stamped in each page by authorized representative of the bidder. In case the bid is submitted by FAX, the bidder shall simultaneously ensure submission of signed and stamped (in each page) original bid to BHEL. If the documents are received in soft form, the same should be transmitted through vendor's authorized e-mail followed by the signed and stamped copy of the same documents.
4. Any corrections / amendments shall be properly & fully authenticated with signature. No overwriting is acceptable.
5. Part-I containing Techno-Commercial bid & Pre-Qualification Requirement will be opened on the date and time specified in the tender notice in the presence of those vendors who wish to attend.
6. Part-II (Price Bids) along with supplementary price bids, if necessary, will be opened at a later date of only those bidders whose techno-commercial bid has been found acceptable.
7. Suitability of delivery shall be the important criteria for evaluation of techno commercial bid.
8. Currency exchange rate will be applicable on the date of opening of Part-I (Techno-commercial Bid) for evaluation purpose.
9. **Evaluation of Bid: - The bid shall be evaluated**
 - a. **Cost to BHEL basis. (Basic Cost + Inspection + Transportation + Duty + Taxes)**
 - b. **The loading, if any, on account of LD penalty, payment terms or any other cost determined at later stage, which shall be communicated to the vendor.**
10. Tenders when finalized shall be in the name of the bidder only and change of name during tender evaluation (without certificate from registrar of company) and after submission of the tender is liable to make the offer ineligible for participation.
11. All test certificates / Guarantee certificates to be submitted in TRIPLICATE along with dispatch documents.
12. BHEL reserves the right to open the price bid (part-II) along with the opening of techno-commercial offer at its option and in that case, vendor will be informed accordingly.
13. Total weight--/Gross/Net in Kg & also package size essentially should be indicated if not exact then approximate.
14. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors. **The offers of those bidders, who are unable to respond in specified time frame, are likely to be ignored.**

Note: Please visit our site <https://hwr.bhel.com> for General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries for Indian & Foreign Vendor. All the bidders / vendors must ensure compliance of latest GISTC.

GISTC can also be referred by login to B2B Portal for BHEL approved Vendors.

GISTC are available in following link

<https://hwr.bhel.com/bhelweb/Gistc.jsp>

IN CASE YOU ARE NOT MAKING AN OFFER AGAINST THIS ENQUIRY, THEN PLEASE ARRANGE TO SEND A LETTER OF REGRET.

For tender regarding clarification, please contact following persons:

- | | |
|---|---|
| 1) P K Bansal / Sr. Engineer (PPX-F)
4 th floor Main ADMN building
Phone No-01334284144
Mob No- 7533968681
Email- pankajkumar.bansal@bhel.in | 2) Pankaj Yadav / Manager (PPX-F & HE)
4 th floor Main ADMN building
Phone No-01334281032
Mob No- 9442275514
Email- pankaj.yadav@bhel.in |
|---|---|

DETAILS OF COMPOSITION OF PART-I (TECHNO-COMMERCIAL BID) & PART-II (PRICE BID)

PART-I (TECHNO-COMMERCIAL BID) shall comprise of following documents:

- a. Confirmation to Minimum Qualification Requirement and Quality Requirement as per **Annexure-II**.
- b. Complete technical offer as per specification, drawings, technical requirement along with un-priced bid.
- c. Delivery schedule.
- d. Validity of offer for 90 days to be indicated.
- e. **Deviation with reference to specification/drawing, if any, should be clearly indicated on a separate sheet.**
- f. Details of activity outsourced.

PART –II (Price Bid)

- a. Price bid with prices to be submitted as part-II of the tender.
- b. Prices should remain firm till the execution of the order.
- c. **In case of foreign vendors, Bidders need to quote their prices on CFR any sea port in Mumbai in Euro/USD/JPY/UK Pound/SF/Singapore Dollar or any other internationally freely tradable currency only.** The name of the currency should be clearly indicated in your bids.

Offers received other than CFR basis may result in non-consideration of such bids. However, if BHEL agrees to accept the CFR / FOB condition, to arrive at landed cost at our plant/site, loading shall be done as per latest GISTC.

In case of Indigenous vendor, prices may be quoted on FOR- Destination- Store-HEEP-BHEL basis. In case BHEL accepts the EX-Works, prices such offers will be loaded by 1.5% of EX-Works value towards freight or with actual freight charges as per BHEL freight rate contract whichever is higher.

Insurance – Marine in case of foreign vendor & inland in case of Indigenous vendor shall be taken care by BHEL.

- d. **Prices are to be written in both Figures & Words. In case of any difference between the two, the figure written in words shall be considered for evaluation. No over writing in this is acceptable.**
- e. Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies. In case of any variation in LD, your prices shall be loaded to the extent LD not accepted by you.

ANNEXURE-I**(Item Details and Delivery Schedule)**

Tender No	Material code & Description	Size (mm)	Qty. (kg)	Delivery
F/F219/22/0934/K1	HXEW10102043 PRESSURE VESSEL PLATES, CARBON STEEL FOR MODERATE AND LOW TEMPERATURE SERVICE, NORMALIZED SUPPLEMENTARY REQUIREMENTS=S1, S5 & S8 N.STD:SA 516 GR 70	160 x 1750 x 3500	7700	30.12.2022

Remarks-

1. The prices are to be quoted **per KG** only.
2. Quantity tolerance +/-10% is acceptable.
3. Risk purchase clause as per **Annexure-VI** shall be applicable. If you do not confirm this in your offer, then it shall be presumed to be acceptable and no further confirmation will be taken after opening of techno-commercial bid part- 1.
4. Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part there off on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies.
5. After placement of order vendor should submit their invoices against goods and services immediately after supply of goods & services but not later than 30 days from the invoice date. In case of any delay, consequential losses like loss of input credit and non-availability of concessional forms etc., shall be to the vendor account.
6. Delivery mentioned above is indicative, bidders to quote their best possible delivery schedule.
7. Bids will be evaluated on item wise basis after combining of DEEC, MERIT and PI quantity.

NOTE: THE QUANTITY INDICATED ABOVE CAN BE INCREASED/ DECREASED.

ANNEXURE-III**BHEL Standard Terms & Conditions: To be confirmed and Submitted along with Techno-Commercial offer (Bid Part-1)**

The confirmation to these terms & conditions must be submitted along with Techno-commercial bid.		
Sl. No.	Description	Your confirmation
1	Material will be supplied as per Spec N.STD: SA 516 Gr 70.	
2	Pl confirm that the size and quantity of quoted item will be as per Enquiry.	
3	Quantity tolerance +/-10% is acceptable	
4	Validity: Confirm that validity of the offer shall be 90 days from the due date of opening of Techno-Comml. Offers.	
5	Confirm that prices have been quoted on FOR Haridwar (for Indian Bidders) or CFR/CIF Mumbai basis (For foreign bidders).	
6	Kindly Confirm the delivery period from the date of PO in days/weeks/months.	
7	Kindly confirm the standard LD clause " Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part there off on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies." Non acceptance of LD clause will result in loading @10% for price comparison. Also, B/L date shall be considered as delivery date for penalty purpose in case of CFR/CIF Mumbai delivery for foreign vendors.	
8	Pl. Confirm that the prices will remain firm during the entire validity.	
9	Signed order acceptance shall be furnished within 15 days of order placement.	
10	Kindly accept Standard BHEL Payment Term- "100% after receipt and acceptance of material at BHEL Haridwar".	
11	For Indian Bidders: Kindly provide the applicable GST rate.	
12	Test certificate to be sent with dispatch documents. Kindly confirm	
For Foreign Bidders only		
13	Shipping documents shall be forwarded to us within 7 days from the date of B/L. Kindly confirm.	
14	Shipment of plates will be made through vessel having age not more than 25 years old.	
15	Pl confirm that bank charges condition will be " Either side"	

ANNEXURE-IV

Certificate by Chartered Accountant on letter head

This is to Certify that M/s
(hereinafter referred to as 'company') having its registered office atis
registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part- II)
.....dtd:.....,
Category:.....(Micro/Small).(copy enclosed).

Further verified from the Books of Accounts that the investment of the company as
on dateas per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED act, 2006:
Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of RsLacs is within permissible limit of Rs..... Lacs for
.....micro / small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro / Small) **(Strike off whichever is not applicable)** and the date of graduation of such enterprises from its original category is
(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprises from
its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification
dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant

ANNEXURE-V

(Specifications)

(N.STD: SA 516 Gr 70)

ANNEXURE-VI
(Risk Purchase Clause)

Risk Purchase Clause

In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfilment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract.

Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:

1. Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
3. Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reason attributable to the contractor/ supplier.
4. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
5. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
6. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

Risk and Cost against Balance Work:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

***(Balance scope of work/ supply)**

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

LD against delay in executed work/supply in case of Termination of Contract

LD against delay in executed work/supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor/ supplier. For this purpose, contract value shall be taken as Executed Value of work/supply for the purpose of limiting maximum LD value.

Method for calculation of "LD against delay in executed work/supply" is given below.

- i. Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier= T1
- ii. Let the value of executed work/supply till the time of termination of contract= X
- iii. Let the Total Executable Value of work/supply for which inputs/fronTS were made available to contractor/ supplier and were planned for execution till termination of contract = Y
- iv. Delay in executed work/supply attributable to contractor/supplier i.e.
$$T2 = \frac{(1-X)}{Y} \times T1$$
- v. LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier.

Note: In case portion of work/supply is withdrawn, no LD shall be applicable for portion of work/supply withdrawn.