Tender No. F/F219/23/4246/K1

BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462/223948
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Sub: Requirement of 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.

Bids are invited for following items through GeM Portal- https://gem.gov.in

Item Description	Mat. Code	Size (mm)	Qty. (Kg)	Delivery
Pressure Vessel Carbon Steel Plate, Normalised, Low & Moderate Temperature, **Supplementary Requirements = S1, S5 & S8** Specification- N.STD:**SA516 Gr-70**	HXEW10102230	10 x 2500 x 5400	21200	30/09/2024

Remarks-

1. Quantity tolerance ±10% is acceptable in view of dimensional tolerances.
2. Delivery period mentioned in enquiry is indicative, bidders to quote their best possible delivery.
3. **Risk Purchase**: In case of abnormal delays (beyond the maximum late delivery period as per LD clause in supplies / defective supplies or nonfulfillment 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 or under General Law.

Action against Bidders / vendor / supplier / contractor in case of default:

In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.

Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or a bidder and shall be as per "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" available at BHEL's website "https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors"

4. **Breach of Contract**:

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is atleast 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract. Accordingly, recovery of an amount equivalent to 10% of the contract value may be made in case of breach of contract.

5. Payment terms shall be as follows:

Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

Note: Benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves.

6. "A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in the bidding process, if"

   a. They have controlling partner (s) in common; **or**

   b. They receive or have received any direct or indirect subsidy/financial state from any of them; **or**

   c. They have the same legal representative/ agent for purposes of this bid; **or**

   d. Thy have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**

e. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. <u>However, this does not limit the inclusion of the components / sub-assembly/ Assemblies from one bidding manufacturer in more than one bid;</u> **or**

f. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent / dealer. There can be only one bid from the following:
   1. The principal manufacturer directly or through one Indian agent on his behalf; and
   2. Indian/ foreign agent on behalf of only one principal;

or

g. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**

h. In case of a holding company having more than one independently manufacturing units, or more than on unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidder must proactively declare such sister/ common business/ management units in same/ similar line of business."

Pre- Qualification Requirements

Sl. No	Technical Requirement	Vendor's confirmation (Y/N)
1	(a) Bidder/Vendor should have supplied Carbon Steel / Low Alloy Steel / SS Plates of minimum thickness of 6mm, for orders fulfilling the following conditions: i) Minimum 5.3MT supplied in not more than in twelve months. ii) PO for each order should not be earlier to 7 years from the enquiry date.	
	(b) In support of above clause 1(a), Bidder/ Vendor to submit following documents: i) Un-priced copy of Purchase Order. ii) Dispatch documents / Test certificates duly sign stamped. iii) Any drawing / documents clearly stating the item details, weight and quantity.	
2	BHEL reserves the right to fully satisfy itself and may ask additional documents for PQR evaluation.	

Sl. No.	Quality Requirements	Vendor's confirmation (Y/N)
01	Testing and certification as per ordering specification and documents.	
02	Plates to be supplied from manufacturers those are original steel producers only.	

Signature with stamp
Name:
Name of Firm:
Designation:
Date:

Self-Certification for local content

In line with Government Public Procurement Order 2017 dated 16.09.2020, we hereby certify that we

………………………………………………………………………………… (supplier name) inform that local content is ………………..…………..% (indicate percentage of local content) and are

Class- I local supplier (meeting requirement of)-

Minimum Local content 50% ☐

or

Class- II local supplier (meeting requirement of)-

Minimum Local content 20% ☐

(mark wherever applicable)

defined by Nodal Ministries/ Departments as per above order for the material against Enquiry No.

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Details of location at which local value addition will be made is as follows:

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We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Supplier

(Specification)

N.STD: SA516 Gr-70