

Ref. Enquiry No.: PE/PG/KAR/E-7522/2024 dt. 21.05.24

DUE DATE
24.05.2024
BY 10:00 A.M.

M/s INSTRUMENTATION LTD.

KANJIKODE WEST, PALALKKAD – 678623

Dear Sir / Madam,

**Subject:** Tender Enquiry for the package “Control Valves & Accessories” as per Technical Specification No. PE-TS-405-145-H111 Rev00 for 3X660 MW NORTH KARANPURA STPP.

We are pleased to invite your offer in two parts strictly as per “INSTRUCTION TO BIDDERS” of GCC Rev07 & its corrigendum, inline with tender terms and conditions, **through E-mail** for scope of work as mentioned in the subject technical specification & BOQ.

S. No.	PROJECT	ITEM DESCRIPTION	TECHNICAL SPECIFICATION NO.
1.	3X660 MW NORTH KARANPURA STPP.	Control Valves & Accessories	PE-TS-405-145-H111- Rev. 0

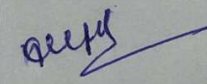
Your best quotation/offer for the above requirement, in line with our terms and conditions, should be sent through E-mail to the following IDs:

- Offer is to be submitted in two part bid in two different PDF files named as:  
a) Techno-commercial bid b) Price bid.
- Both the PDF files should be password protected with two different passwords. **Do not share passwords while submitting the offer.** Password length should be minimum eight characters. Password is to be shared only on specific request from email IDs mentioned at Sl. No. 03.
- Email is to be addressed to following emails ID only, **not** to anyone else :-  
**“pempersonalenquiry@bhel.in”**

It shall be the responsibility of the bidder to ensure that the tender is submitted **on or before the due date** by **10:00 A.M.** Part-I bids shall be opened at **10:30 A.M.** on the due date.

**Note:** 1. Detailed Tender documents / Corrigenda, addenda, amendments, time extensions, clarifications etc. can be downloaded / accessed from the websites - [Pem.bhel.com](http://Pem.bhel.com) and [www.bhel.com](http://www.bhel.com).

**ENQUIRY TERMS AND CONDITIONS:**



DEEPAK KUMAR  
ENGINEER/PG-II-1

Deepak Kumar  
Mgr. / PG-II-I, BHEL/PS-Project Engineering Management,  
Power Project Engineering Institute,  
Plot no. 25, Sector – 16A, Noida (UP) 201301, INDIA  
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Please refer GCC, Rev. 07 & its Corrigenda which is available on <https://pem.bhel.com/gcc.aspx>. Bidders are requested to go through the same while submitting the offer.

Offers should be submitted separately in two separate PDF files named as clearly indicating :

a) Techno-commercial bid b) Price bid

The first PDF file should contain the Techno-Commercial bid and second PDF file should contain the Price Bid document. Both the files should be password protected.

1. Bidders to note that following form the part of tender documents & will become a part of the Order / Contract after its finalisation:
  - a. General Conditions of Contract (GCC), Rev. 07 & its Corrigenda comprising of Instructions to Bidders and General Commercial Terms & Conditions.
  - b. Technical Specification.
  - c. Special Conditions of Contract (SCC, Rev. 00).
  - d. Enquiry Letter with Terms & Conditions.
2. Tenders shall be submitted strictly in accordance with the requirements of the above mentioned tender documents. The quotation sent in any other format will not be considered by this office. Unsolicited fresh/revised bids shall not be entertained.
3. Submission of offer shall mean that the bidder has read the bid documents and agrees to abide by all terms and conditions mentioned in the documents, unless specifically mentioned in the bid as a deviation.
4. Purchaser shall be under no obligation to accept the bid and shall be entitled to accept or reject any / all tender(s) in part or full without assigning any reason whatsoever.
5. Bidders to,
  - ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 & Order No. 11/05/2018-Coord. dt. 23/07/2020, if applicable.
  - ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.
  - to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.Note: Subsequent orders/circulars to be checked and to be complied.
6. As per Department of Expenditure (DoE) OM No. 6/9/2020-PPD dt. 24/08/2020, it is mandatory for all the bidders to provide their GeM Seller ID.
7. All correspondence thereof, shall be addressed to the following:

**Deepak Kumar, Er., PG-II-I**  
**E-MAIL: DEEPAKK@BHEL.IN**

**Saumya Pandey, Mgr, PG-II-I**  
**E-MAIL: SAUMYAPANDEY@BHEL.IN**

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*Deepak*  
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8. The Evaluation Currency for this tender will be INR.

9. Delivery Schedule: -

Delivery terms shall be as per below,

- For Control Valves :- 6 months from PO.
- For CV accessories, SS tubing and SS Fittings:- 4 months from PO.
- For Supervision of E&C (Service):- Supplier to depute its service engineer for respective site activity within 15 days from BHEL's intimation.

Delivery Notes:

- The end period specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.
- The delivery conditions specified are for contractual LD purposes, however BHEL may ask for early deliveries without any compensation thereof.

10. **Validity of Contract (PO rates, terms and conditions):** Terms of Delivery :- F.O.R. Dispatch Station.

- Supplier has to make supply of goods/services as per the delivery schedule. However, due to unavoidable circumstances where there is delay in providing inputs/ clearances from the Buyer (inputs, engineering approvals, deputing inspector for inspection, issuance of MDCC and/or any hold put by the Buyer for whatever reasons during execution of contract etc. as applicable) delivery time extension is admissible. In such situation it shall be obligatory on part of the Supplier to execute the contract at PO rates, terms and conditions provided inputs/ clearances have been accorded within validity of contract. Validity period for various activities shall be as defined below:
  - Validity of the contract for main supply including quantity variation(as applicable):**  
Contract shall be valid for 365 days from the PO date. However, delay at Supplier's end (if any) shall be added to the validity period and contract validity shall get extended by the delay period at Supplier's end.
- Main supply including quantity variation, services applicable in the contract released/ cleared for manufacturing within contractual validity period, to be supplied by Supplier at PO rates, terms and conditions.
- Execution of the contract quantities released beyond contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.

4) **Performance Bank Guarantee:**

A) Supplier may opt any of the following for submission of Performance Security: -  
Initially 10% of the contract value (Total Order value excluding PVC). 5% of the contract value (excluding PVC) will be released after completion of Main Supply based on certification by PG. However, balance 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by PG.

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Or

5% of the contract value (total Order value excluding PVC). Additional 5% of the contract value (excluding PVC) will be deducted & retained from first bill & subsequent bill(s) of the same contract (in case the value of first bill is less than 5% of the contract value). The retention amount will be released after completion of Main Supply based on certification by PG. However, balance 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by PG.

B) Initial validity of performance security shall be 26 months from PO date (Considering delivery period of 6 months + 18 months guarantee period + 2 months claim period. Further, extension shall be in order to cover the entire guarantee period.

**Modes of deposit:**

Performance security may be furnished in the following forms:

- Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- Insurance Surety Bond. (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

Performance Security is to be furnished within **14** days from the date of PO/LOA and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

**Forfeiture of Performance Security:**

- The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.
- PS should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.
- The Performance Security shall not carry any interest.

Note - In case of BG from private banks, a clause shall be incorporated in the text of bank guarantee that it can be enforced by being presented at any branch of the bank located in the Delhi-NCR.

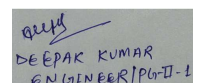
This clause shall prevail over clause no. 11.0 of GCTC of GCC rev 07.

5) EMD : - Not Applicable.

6) **Payment Terms, LD terms and other terms shall be as per GCC, Rev. 07 & its corrigenda. Prices shall remain FIRM till completion of the contract.**

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
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- 7) **Quantity Variation** :- Overall (%) variation in contract values (due to changes in the scope) shall be up to (+/-) 10% of the total contract value", in line with quantity variation Cl. 6.0 of GCTC of GCC Rev. 07.
- 8) Integrity Pact: - Integrity pact is not applicable for subject package.
- 9) The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- 10) This item/package/system falls under the list of items defined in Para 3 of Ministry of Finance guidelines dt. 20.09.2016 (procurement of items related to public safety, health, critical security operations and equipment etc.) & hence criteria of prior experience / turnover shall be same for all the bidders including startup / MSME.
- 11) Bidders to declare that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.  
In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies / guidelines.
- 12) Insurance shall be in BHEL scope. PVC is not applicable for this enquiry.
- 13) Bidders to
- a. Ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 4) F. No. 7/10/2021(1) PPD dt. 23.02.23.
  - b. To submit "Modal Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 4), dt:- 23/02/23
- Note: Subsequent orders/circulars to be checked and to be complied.
- 14) Bidder shall be required to submit applicable Freight % & GST % included in their prices during clarification stage of Tender.
- 15) All terms and conditions shall be as per NIT, SCC and GCC - Rev. 07 & its Corrigenda. In the event of any contradiction, the terms and conditions mentioned, the order of preference shall be as mentioned in Cl. No. 36 of GCTC of GCC - Rev. 07.
- 16) Breach of contract, Remedies and Termination:**  
"In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Vendor using following instruments:

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- i. encashment of security instruments like EMD, Performance Security with PEM against the said contract.
- ii. balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the Vendor, retention amount etc with PEM.
- iii. balance amount from security instruments like EMD, Performance Security and other financial remedies i.e. available bills of the Vendor, retention amount etc. with other units of BHEL.
- iv. if recovery is not possible then legal remedies shall be pursued”.

**17) Govt. of India's Public Procurement Policy – Preference to Make in India Clause: -**

Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 issued by DPIIT as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document as 85%. All bidders must upload a certificate regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected.

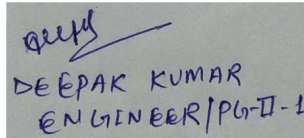
Regarding verification of local content, the local supplier at the time of tender, bidding or solicitation shall be required to provide certification (as per enclosed **Annexure**) as per para 9 of PP-MII order revision dated 16.09.2020.

The package is non-divisible in nature.

- 18) Drawing Documents :- For this tender, drawing already approved for the package “Control Valves” of subject project shall be applicable and bidder has to provide compliance as per NIT.
- 19) Please note that for technical bid, detailed offers are to be submitted including the following: -
- Commercial Compliance as per Annexure II to NIT including Local content, land border certification.
  - Technical compliance.

Thanking You.

Yours Sincerely,



DEEPAK KUMAR  
ENGINEER/PG-II-1

**Deepak Kumar**

(Er. / PG-II-I / BHEL-PEM)

**Enclosures:**

1. Technical Specification No. **PE-TS-405-145-H111 Rev00.**
2. Project SCC, Rev. 00, NIT BOQ, Commercial compliance document