



BHARAT HEAVY ELECTRICALS LIMITED

HEEP HARIDWAR INDIA-PIN 249403

PHONE NO: 01334 281130 / 1143

Enq. No.: T/ T206/3/2536C1

Sub: BHEL-HEEP/OPEN-TENDER (T) /2023

Dear Sir,

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 and gas turbines, turbo generators and so on.

Sealed tenders with the **Tender No.** and **opening date** clearly super scribed on the cover are invited from the manufacturers (registered as well as unregistered) for the supply of the following items: -

TENDER NO.: T/ T206/3/2536C1			
MATERIAL CODE	MATERIAL DESCRIPTION	QTY.	DELIVERY SCHEDULE
W98311224013	INSULATION PLATE (30X300X330) IN FINISH MACHINED CONDITION DRG: 31122456001 REV: 00	6 Nos.	30.04.2024 (2 Nos.) 31.03.2025 (4 Nos.)
W98311323011	INSULATION PLATE (30X320X320) IN FINISH MACHINED CONDITION DRG: 31132356001 REV: 00	12 Nos.	30.04.2024 (4 Nos.) 31.03.2025 (8 Nos.)

SPECIAL INSTRUCTIONS:

1. All bidders to provide point wise reply/confirmation along with relevant supporting documents to each and every point of Pre-Qualification Requirement/PQR **Annexure-PQR** for all enquiry items. Non-compliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry.
2. ITEM DETAILS shall be as per **Annexure-Item Details**
3. PAYMENT TERM: 100% payment against receipt & acceptance of material at BHEL HEEP Haridwar as per GISTC.
4. 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 maximum of 10% of the value of respective delayed supplies. If vendor do not mention anything about LD clause in their offer, then it shall be presumed to be acceptable. No further clarification shall be asked in this regard after opening of techno-commercial bid part-1.
5. Testing and certification as per ordering drawing and specification is required.
6. The evaluation currency for this tender shall be INR.

7. Vendor to offer best delivery schedule in line with BHEL tender requirement. Delivery is not sacrosanct. However, offer of vendors may not be considered whose quoted delivery does not suit BHEL requirement
8. Material procurement restrictions from countries sharing land borders with India shall be applicable as per latest government guidelines.
9. All interested vendors must submit the endorsed NDA (**Annexure-NDA**) well in time to BHEL for getting drawings and specifications.
10. The quotation shall be valid for a minimum period of 120 days, effective from the date of tender opening.
11. **Risk Purchase:** In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfillment 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.

12. 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>” .

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions.

- 13. Conflict of Interest:** "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 this bidding process, if:
- a) they have controlling partner (s) in common; or
 - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - c) they have the same legal representative/agent for purposes of this bid; or
 - d) they 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. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; 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 one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

14. Breach of contract, Remedies and Termination:

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more , such security instruments to the extent of 10% contract value will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount will be recovered in all or any of the following manners:

- i. from dues available in the form of Bills payable to defaulted supplier against the same contract.
- ii. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit
- iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract.

- 15. RESTRICTIONS UNDER RULE No. 144 (xi) of GFRs-2017 (ALL PROVISIONS SHALL BE APPLICABLE AS PER LATEST ORDER No. F.7/10/2021-PPD (1) dated 23.02.2023 OF DEPARTMENT OF EXPENDITURE (DOE)(ORDER COPY IS AVAILABLE AT <https://doe.gov.in/procurement-policy-divisions>).**

- 16. Contact Details of Purchase officer of BHEL are following.**

- a) Ateendra Tripathi, Dy. Manager (PPX-T), PH. No.+91-9705772872
E-mail- ateendra@bhel.in
- b) Deepak kumar, Mgr. (PPX-T), PH. No.+91-1334-281130
E-mail- deepakkumar1@bhel.in

- 17. Vendor Contract clause regarding GST ITC and provision for E-Invoices w.e.f. 01.10.2020 for Indian Vendors:**

- (i) W.e.f. 01.08.2023, vendor to ensure submission of E-Invoice who is having turnover of more than Rs. 05 Crs. in any preceding financial year from 2017-18 onwards.

(ii) It has been specified by the Govt. that it is mandatory to mention a valid unique invoice Reference No. (IRN) and QR code as generated from Govt. portal on a Tax Invoice. Based on such information, GST ITC as claimed by BHEL in GST Returns shall be matched with the corresponding details uploaded by supplier in E-Invoicing System.

(iii) In case the vendor /contractor delays or fails to provide all the documents as per the Purchase order / Work Order at the time of submitting Tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor/contractor shall be to vendor's / contractor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. This further requires inclusion of IRN and QR code on tax invoice as announced by Govt. of India w.e.f. 01.10.2020.

18. For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.
19. If EMD is not submitted along with the offer (part-i) then the offer may be out rightly rejected.
20. Guarantee certificate (as per GISTC) shall be provided.
21. The total quantity may undergo change at the time of ordering.
22. Vendor to ensure that their quoted rates are not more than those quoted for any other customer including other BHEL units.
23. If the vendor does not confirm any of the above special instructions, then the same shall be presumed to be acceptable/confirmed.
24. Remaining terms and conditions shall be as per **General instruction and standard terms & conditions (GISTC) version june-2021 rev: 06.**

Please submit your offer only for the above requirement subject to our **GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC: Version June-2021, Rev: 06)**. Please visit our site www.hwr.bhel.com for General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of these GISTC. GISTC can also be referred by login to B2B Portal for Registered Vendors.

The tender documents can be downloaded from the web sites www.bhel.com / www.hwr.bhel.com

After downloading the tender documents from the website, while submitting the tender as detailed in "Instruction to Bidders", intending vendors must submit **Tender Fee of INR 2,000/- (INR two thousand only)** in the form of Pay Order / Demand Draft (drawn in favor of 'BHEL HARIDWAR') only. It may be noted that if hard copy of any tender document is required, then the same may be collected against copy of Pay Order / Demand Draft of requisite tender fee (while original to be submitted with Part-I). **However, if no hard copy of any tender document is required from BHEL, no Tender Fee is required to be submitted.**

EMD for this tender is NIL.

Tenders will be received in Tender Box kept in Tender Room and should be addressed to:

**THE HEAD OF MATERIAL MANAGEMENT,
Heavy Electrical Equipment Plant,
Bharat Heavy Electricals Limited,
HARIDWAR-249403 (Uttarakhand), INDIA.**

The date for opening of tender shall be 07.09.2023 (FOR CHANGE IN DUE DATE REFER BHEL WEBSITE). Tenders will be received up to **1.45 P.M. on 07.09.2023** and opened on the same day at 2.00 P.M. in the Tender Room. **Please note that tender received after due date & time** BHEL will not be responsible for any type of postal / courier delay.

Bids shall be opened at 2 PM on the due date in the presence of authorized representative of the bidders who may like to be present. The authorized representative should bring authority letter from their parent company (Manufacturer) for the specific tender no. attending the bid opening.

Amendments/Corrigendum, if any, will be hosted only on the websites mentioned above. Other terms and conditions will be as per tender documents.

Unregistered vendors may please visit our website www.bhel.com for filling-up Supplier Registration Form (SRF).

BHEL will not be responsible for any type of postal delay / incomplete information from vendor.

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

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

1.0 DEFINITION

Registered Vendors - Are those who are registered with BHEL, Haridwar for Megawatt rating/ Size/ Weight of tendered components in respective steel grade or machining of such items.

Un-registered Vendors - Are those who are not registered with BHEL, Haridwar for Megawatt rating/ Size/ Weight of tendered components in respective steel grade or machining of such items.

2.0 TECHNICAL QUALIFICATION

Enclosed format – **Annexure-A (Pre-Qualifying Requirements/PQR)** to be submitted. **It is the mandatory requirement. Offer of vendors not meeting these requirements may not be considered.**

3.0 ESSENTIAL INSTRUCTIONS

1. Un-registered vendors may be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) for Foreign Vendors or Indigenous Vendors (as applicable). Vendor Registration Form shall be filled only by unregistered vendors on our website www.bhel.com.
2. BHEL team may visit the vendor(s) works for verification of capability and capacity claimed in tender documents/offer(s).
3. The tender shall be submitted **in two parts** in separate envelopes as described below on or before the due date:

i. Part I (Envelope-1) - Containing the following:

A. Tender Fee & EMD (Earnest Money Deposit) enclosed in sub-envelope

Or

Valid certificate/Document towards exemption of Tender fee and/or EMD (applicable for Micro and small Enterprises, Central / State – PSUs / Government departments, PMD vendors etc.)

B. Technical Requirement/Specification and Pre-Qualifying Requirements/PQR.

C. Techno -Commercial Bid – It should be the copy of Price Bid without the price part

ii. Part II (Envelope-2) - Containing Price Bid

If vendors/bidders are unable to submit hardcopy of Offer/Bid, offer/bid can be submitted to the following e-mail address: tendercell.heep@bhel.in

For submission of bids through e-mail, following procedure must be followed.

I. Bidder have to submit their bid into two parts: - **Techno-Commercial Bid** (Part-I Bid) and **Price Bid** (Part-II Bid) in two separate password protected pdf files before 01:45 PM **on the date of Techno-Commercial Bid (Part-I Bid) opening**. Names of pdf files attached in e-mail should be as follows:

- Techno-Commercial Bid (Part-I Bid) _Tender Enquiry No. **T/ T206/3/2536C1** due date of tender _____
- Price Bid (Part-II Bid) _Tender Enquiry No. **T/ T206/3/2536C1** due date of tender _____

II. All the vendors submitting their bids through e-mail are advised to have following clear subject line:

1. Tender Enquiry Reference No. **T/ T206/3/2536C1**:
2. Bid Opening Date (Part 1, Techno-Commercial):

III. The Techno-Commercial Bid (Part-I Bid) & Price Bid (Part-II Bid) shall be in two separate passwords protected pdf files and the size of the all attachments in one e-mail should not be more than 10 MB.

IV. In case size of offer is more than 10 MB, the attachments may be sent in separate e-mail and all emails should be in continuation. Name of pdf files and subject of all e-mails should be as per point no. I & II as above.

V. Password of pdf files should be shared by bidders at same e-mail ID (i.e. tendercell.heep@bhel.in) as under:

• **For Techno-Commercial Bid (Part-I Bid):** Vendor to share the password between 2:00 PM (IST) to 4:00 PM (IST) on the day of **Techno-Commercial (Part-I Bid) opening** (i.e. on the due date). However, if password is not received up to 04:00 PM (IST) on due date of part-1, such bids may not be opened and may be ignored by BHEL.

• **Price Bid (Part-II Bid):** Vendor to share the password between 2:00 PM (IST) to 4:00 PM (IST) on the day of **Price Bid (Part-II Bid) opening**. After techno-commercial scrutiny of offers, the price-bid opening date will be intimated by BHEL to techno-commercially acceptable bidders. However, if password is not received up to 04:00 PM (IST) on the day of Price Bid opening, such bids may not be opened and may be ignored by BHEL.

VI. Submission of offer through e-mail shall be considered as consent to open the Offer/Bid without physical witnessing the event by bidder

Note: All the individual envelopes should indicate Tender no. and date of opening of Part-I. Both the envelopes (Envelope-1 & Envelope-2) to be put in a single covering envelope indicating tender no., due date and the name of vendor (with address, e-mail id & contact details). Offer should be complete in all respect (i.e. Part-I & Part- II).

4. Part-I will be opened on the date and time specified in the tender notice in the presence of those vendors who wish to attend.
5. Part-II (Price Bids) along with supplementary price bids, if necessary, will be opened on a later date of only those vendors whose techno-commercial bid along with PQRs will be found acceptable.
6. Currency exchange rate will be applicable on the date of opening of Part-I for evaluation purpose.
7. Depending upon the delivery suitability, BHEL reserves the right to split order on more than one vendor.
8. Foreign and Indigenous bidders against open tender will necessarily have to obtain class – III DSCs. Procedure for application available on www.bhel.com.

9. Please submit your offer only for the above requirement subject to our **GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC: Version June-2021, Rev: 06)**. Please visit our site www.hwr.bhel.com in for General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of these GISTC. GISTC can also be referred by login to B2B Portal for Registered Vendors.

M/S. OPEN TENDER**DUEDATE****17-04-2024**

BHEL

HARIDWAR249403

Vendor Code**00001**

INDIA

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SL	MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO	LOT DELIVERY QTY SCHEDULE
1	W98311224013 DRG: 31122456001 REV: 00 INSULATION PLATE (30X300X330) IN FINISH MACHINED CONDITION	6	NO	1	2 30/04/24
				2	4 31/03/25
2	W98311323011 DRG: 31132356001 REV: 00 INSULATION PLATE (30X320X320) IN FINISH MACHINED CONDITION	12	NO	1	4 30/04/24
				2	8 31/03/25

** IMPORTANT: This enquiry is 2 part tender. Techno-Commercial bid (Part-1) & Price Bids (Part-2) should be submitted in separate envelopes. These two envelopes should be submitted in a common sealed envelope. Techno-Commercial Bid shall contain detailed Technical Specification, Drawings Technical documents, Catalogues, taxes & duties, payment terms, delivery period, Validity of offer, Replica of Price Bid (Copy of price bid without price part) etc. The confirmation to the special terms & conditions must be submitted alongwith Techno-Commercial bid.

Special Instructions:

As per Remarks

General Instructions:

Please visit our site www.bhelhwr.co.in for latest version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of latest GISTC. Terms & Conditions printed overleaf of this Standard Tender enquiry format are null & void.

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WP against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect

MATERIAL CODE	QUANTITY	UNIT	LOTNO
ITEM DESCRIPTION			

of this procurement, same shall be applicable.

Default purchase preference under Make in India order shall be 20% to suppliers with default minimum local content of 50% for all items / works / services.

For further details, please refer latest version of GISTC.

Procurements where the Estimated value to be procured is less than Rs. 5 lakhs shall be exempted from Public Procurement (Preference to Make in India),

Order 2017 dated 15.06.2017 & 28.05.2018

Kindly produce GeM seller Id with documentary proof along with your Bids/offers for case Value more than 25 Lacs.

ATEENDRA TRIPATHI

DY. MANAGER