

**BHARAT HEAVY ELECTRICALS LIMITED ,
Heavy Electrical Equipment Plant
Ranipur, Haridwar – 249 403 (UA), India**



Tender Enquiry No. B/4180/2024/2142/V1 for the requirement of POSITION TRANSMITTER OF EHA FOR IPCV AND HPCV for BHADADRI project

LIST OF ENCLOSURES

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**PRE-QUALIFICATION REQUIREMENTS FOR POSITION TRANSMITTERS FOR EHA OF
TURBINE VALVES (Material Code - W99318146442 and W99318146450)**

1. Vendor to submit experience-list^s (manufacturing/supplying/ testing/ support after sales) for supply of position transmitter of Balluf make for continuous operation as per details outlined below:-

\$ where experience list means fulfillment of below parameters:-

- a) Supply of at least 5 items in last 5 (Five) years.
- b) Further details of experience-list to be furnished in the following tabular format:-

| Sl No. | Project/Customer Name & Location | Purchase Order Reference No. | Date of referred Purchase Order | Details of items supplied | Contact Details of End-Customer (Name, Full Address, Phone, Email etc.) |
|--------|----------------------------------|------------------------------|---------------------------------|---------------------------|---|
| | | | | | |
| | | | | | |

2. Vendor to submit unpriced copy of Purchase Orders in support of clause 1 (a) above.
3. The party shall have necessary arrangement/tie-up for providing services after sales for providing necessary assistance to BHEL, in case of any requirement. Part to confirm.
4. BHEL reserve the right to verify the information submitted by bidder. In case the information found to be false /incorrect, the offer shall be rejected. Bidder to confirm.

Sheetal Singh
Sr. Manager/CIE

Sheetal Singh
27/09/2024

[Signature]
Nitin
27/9/24
Manager/CIE

BUYERS SPECIFIC ADDITIONAL TERMS & CONDITIONS
ITEM NAME: POSITION TRANSMITTER OF EHA FOR IPCV AND HPCV
PROJECTS: PROJECTS: 1X270 MW BHADADRI

1. SCOPE OF ENQUIRY:

E-bids on GeM portal are invited from bidders for the supply of **POSITION TRANSMITTER OF EHA FOR IPCV AND HPCV for 1x270 MW BHADADRI PROJECT** as per requirement mentioned below:

| Sl. No. | Material Code & Item Description | Total Quantity | LOT Quantity & Delivery schedule |
|---------|---|----------------|----------------------------------|
| 1 | W99318146442 DRG: 418000E1057 REV:00 POSITION TRANSMITTER OF EHA FOR IPCV | 02 NOS | 31.12.2024 |
| 2 | W99318146450 DRG: 418000E1057 REV:00 POSITION TRANSMITTER OF EHA FOR HPCV | 02 NOS | 31.12.2024 |

2. Project Detail:

| | |
|--------------------------|---|
| Project Name | ITEMS TO BE DISPATCHED DIRECTLY TO 1X270 MW BHADADRI PROJECT |
| Consignee Address | ASSISTANT DIVISIONAL ENGINEER (ADE) STORES & SERVICES BTPS MANUGURU, DISTT. KHAMMAM PIN – 507117 (TELANGANA) |

3. BUYERS SPECIFIC ADDITIONAL TERMS & CONDITIONS IN ADDITION TO GTC

| Sl. No. | Terms | Description | Supplier confirmation |
|---------|---------------------------------|--|-----------------------|
| 1. | Documents Checklist: | Please submit signed and stamped copy of your offer on each page along with following documents; <ul style="list-style-type: none"> Buyer Specific T&C. Technical PQR & its supportive document. Technical drawing & purchase specification. Certificate/self-certification for minimum local content as per PPP-MII order. Replica of price bid schedule without prices with part-I offer. | |
| 2. | Compliance of GTC on GeM | General Terms and Conditions on GeM 4.0 (Version 1.19) Dt. dt 26.09.2024 or it's latest revision of GeM portal shall be applicable against this enquiry. Kindly confirm that the same is acceptable to you for this tender. | |

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| 3. | Pre-Qualification Requirements | The Pre-Qualification Requirements have been compiled. All the bidders should ensure submission of complete details and documents as called for in these requirements. The Offers submitted by the bidders would be scrutinized with respect to Pre-Qualification Requirements first. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements. | |
| 4. | Make in India Clause | <p>“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 Ref. No. P-45021/2/2017-PP (BE-II) dtd. 04/06/2020 issued by DPIIT. In case of subsequent orders issued, by the nodal ministry, changing the definition of local content for the items of this NIT, but before opening of Part-II bids against this NIT</p> <p>As per Make in India Order, only Class-1 and Class-2 local supplies are eligible to bid in this tender enquiry.</p> <p>For this eligibility criteria, bidders are required to submit certificate of Minimum local content as specified in attached Make In India Declaration format.</p> | |
| 5. | Compliance of Rule 144 (xi) of GFR 2017 | Compliance of Restrictions under Rule 144 (xi) of GFR 2017 shall be as per GeM. | |
| 6. | Bid validity/ Validity of offer | <p>Please note that validity of the offer shall be 120 days from the date opening of Techno-Commercial bid (Part-I bid) on GeM portal.</p> <p>Offer of bidder's having validity less than 120 days shall liable to reject. Please confirm.</p> <p>The required validity is considering that offer is complete & clear w.r.t. PQR and all techno-commercial conditions. Vendors need to extend their offer validity for the time taken by them in responding BHEL's comments/clarification sought during techno-commercial scrutiny of the offer. In case regret by any bidder for such validity extension, their offer shall liable to be reject. Please confirm.</p> | |
| 7. | Prices/Basis of Quotation | <p>Kindly confirm that quoted prices shall be firm till execution of the contract.</p> <p>Ensure to quote your price inclusive of Freight & GST for Total quantity on GeM portal.</p> <p>Transit Insurance would be arranged by BHEL. Please quote your prices accordingly.</p> <p>The prices are to be quoted on Ex-Works with freight Pre-paid up to project destination basis. The goods must be dispatched through any Bank approved transporters having their branch at Haridwar. The names and addresses of transporters approved by IBA as well as BHEL are posted at our website www.bhelhwr.co.in. Please note that, if you dispatch the material by any BHEL un-approved transporter then you will necessarily be required to furnish the MRC (Material Receipt Certificate) from respective Project Site for processing of your invoice. No demurrage charges would be borne by BHEL.</p> | |
| 8. | Evaluation criteria | Evaluation shall be done project wise on total landed cost up to Bhadadri Project Site. | |
| 9. | Evaluation Currency | The evaluation currency for this tender shall be INR. | |

| 10. | Payment terms: | <p>The payment term shall be done after issue of consignee receipt-cum acceptance certificate (CRAC) by consignee within following tabulated days from the date of receipt of material at site subject to submission of complete documents as per PO.</p> <table><tr><th>Type of Bidder</th><th>Payment Terms (Number of Days)</th></tr><tr><td>Micro & Small Enterprises (MSEs)</td><td>45 days</td></tr><tr><td>Medium Enterprises</td><td>60 days</td></tr><tr><td>Non MSME</td><td>90 days</td></tr></table> <p>Subject to submission of non-discrepant documents.</p> | Type of Bidder | Payment Terms (Number of Days) | Micro & Small Enterprises (MSEs) | 45 days | Medium Enterprises | 60 days | Non MSME | 90 days | |
|----------------------------------|--------------------------------|--|----------------|--------------------------------|----------------------------------|---------|--------------------|---------|----------|---------|--|
| Type of Bidder | Payment Terms (Number of Days) | | | | | | | | | | |
| Micro & Small Enterprises (MSEs) | 45 days | | | | | | | | | | |
| Medium Enterprises | 60 days | | | | | | | | | | |
| Non MSME | 90 days | | | | | | | | | | |
| 11. | GeM charges | GeM charges if any shall be either side only i.e. buyer's GeM charges shall be in buyer's account and seller's GeM charges shall be on seller's account. Please confirm. | | | | | | | | | |
| 12. | Contract execution | Bidder's are advised to read GeM related query & clarification carefully on GeM portal. Order shall be executed through GeM. | | | | | | | | | |
| 13. | Technical Requirement | <p>Kindly confirm the following technical requirement of the tender;</p> <ul style="list-style-type: none">• Items shall be supplied as per specification drawing no. 418000E1057 rev00.• KKS tags to be punched on respective steel tag plates (60mmx20mm) for item with material codes as follows:• W99318146442 - MAA11/21CG051/052 & W99318146450 - MAB11/21CG051/052.• An additional blank SS-tag plate (60x20mm) to be provided against all items.• Model for W99318146442 is BTL7-E505-M0100-TT2-S32 or equivalent.• Model for W99318146450 is BTL7-E505-M0150-TT2-S32 or equivalent.• All items shall be packed and supplied in a wooden box with steel strips painted with green color.• Packing box shall be pasted with packing list and marked respective KKS tags of main item against which this spare is supplied. | | | | | | | | | |
| | | Drawings/Data sheets/documents & Quality plan as called for in the specifications/Drawings/Documents shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect. Any delay in documents submission/approval shall be on respective account | | | | | | | | | |
| 14. | SPECIAL INSTRUCTION | <p>Please note that as per BHEL's Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specifications of our tender enquiry. Hence please read all specification / documents thoroughly and submit your offer as per specifications of tender enquiry.</p> <p>In case of any confusion / un-clarity on any of the clause / requirement of specification, please clarify the same from BHEL before submission of offer.</p> <p>No deviation & request regarding un-clarity / contradictory conditions / ambiguity of specifications would be entertained after opening of techno-commercial offers. Further no price impact would be allowed for the requirement which is already part of the specifications of the tender enquiry, after opening of techno-commercial offers.</p> | | | | | | | | | |

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| | | Please note and confirm. | |
| 15. | Liquidated Damages (LD) for late delivery | <p>Liquidated Damages for late delivery w.r.t to contractual delivery shall be applicable @ 0.5% of the “lot-wise order value” per week of delay or part thereof subject to a maximum of 10% of the “lot-wise order value”. . Kindly confirm..</p> <p>The date of LR would be treated as the date of delivery for penalty purposes.</p> | |
| 16. | Packing and Storage | <p>Kindly confirm the following packing instruction;</p> <p>In the event of dispatch , BBU number will be provided along with MDCC & same to be clearly mentioned in tag.</p> | |
| 17. | Breach of contract | <p>In case bidder to fail to full-fil the contractual obligations as per contract, Performance Security/Performance Bank Guarantee available with BHEL against the contract value, the same be encashed by BHEL.</p> <p>Further, legal remedies be pursued, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions/extant guidelines of BHEL. .“In case of breach of contract, an amount equivalent to 10% of the contract value would be recovered. 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” kindly confirm.</p> | |
| 18. | Conflict of interest: | <p>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:</p> <p>a) they have controlling partner (s) in common; or</p> <p>b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or</p> <p>c) they have the same legal representative/agent for purposes of this bid; or</p> <p>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</p> <p>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</p> <p>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</p> <p>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</p> <p>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</p> | |

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| | | <p>sister/ common business/ management units in same/ similar line of business.</p> <p>All participating bidders to ensure above before submission of bid. In case after opening of bids any of above condition proves, bids of all such supplies are liable to be reject.</p> | |
| 19. | Reverse Auction (E-bidding) | BHEL shall be resorting to Reverse Auction (RA) on GEM portal as per GEM functionalities for this tender. RA shall be conducted among the techno-commercially qualified bidders. | |
| 20. | MDCC clause | <p>Please note that, material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) end customer. For issue of MDCC, vendors are required to submit Certificate of compliance and Certificate of Interchangeability to BHEL. After review & acceptance of the quality document, BHEL will forward the same to end customer for issuance of MDCC.</p> <p>After receipt of complete quality documents, minimum 7 days would be required by BHEL for issuance of MDCC. Material shall be dispatched within 7 days from the the date of issuance of MDCC.</p> | |
| 21. | Action against Bidders / vendor / supplier / contractor in case of default: | <p>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.</p> <p>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”</p> | |
| 22. | Arbitration/set tlement of disputes clause | In case of any dispute arising out of as in connection with this contract, the same shall be referred to arbitration under Arbitration & Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat & venue of arbitration shall be Haridwar. The proceedings shall be conducted in English. The Governing law of contract shall be the substitutive law of India. | |
| 23. | Warranty clause | <p>Kindly confirm the following Warranty clause;</p> <ul style="list-style-type: none"> The supplier shall Warranty of item of 24 month from the date of shipment or 12 month from the date of commissioning whichever is earlier. . In case of any failure or trouble reported from site, the supplier should depute their representative immediately to attend the problem and replace the defective component/part if required, without any additional cost to BHEL. <p>BHEL reserve the rights to reject/load the offers having lesser guarantee period as mentioned above.</p> | |
| 24. | Order Acceptance : | Ink signed order acceptance shall be furnished within 15 days of order placement. In case, order acceptance do not received within 15 days of order placement, PO deemed to be accepted by you. | |
| 25. | Beneficiary of PO | Kindly confirm on whom the PO will be placed in the event of ordering. | |

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| 26. | Delivery | Bidders are requested to offer best possible delivery (project/Lotwise) from PO placement. | |
| 27. | Additional Conditions for Assessment | BHEL reserves the right to consider / Not-consider the offers based on the evaluation of documents submitted for the Pre-Qualification Criteria (PQR). | |
| | | BHEL also reserves the right to have on-site assessment of the facilities at supplier's works during the bid evaluation. | |
| 28. | Quality Requirement | Kindly confirm to submit Certificate of compliance and Certificate of Interchangeability for MDCC. | |

SPECIAL NOTE FOR BIDDERS:

Following documents are an integral part of this Tender Enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) are to be submitted/uploaded along with offer on GeM portal against this bid.

1. Please submit replica of Price schedule (without prices) showing "quoted" in place of price along with techno-commercial bid (Part-I).
2. Please submit signed & Stamped copy (each page) of duly filled of confirmation column of "Buyers Specific Additional Terms & Conditions (ATC)" and its clause wise supporting documents where required.
3. Please submit signed & stamped copy (each page) of General Terms and Conditions of GeM.
4. Please submit signed & stamped copy (each page) of PQR documents with proper filled information and related supporting documents as mentioned in PQR.
5. Please submit signed & stamped copy of QP .
6. Updated MSE/UAM certificate (if any).
7. Certification of Local content as per PPP-MII Order-2017 as per enclosed format .

Format for Self Certification under preference to Make in India order

Certificate

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, we hereby certify that we M/s _____ (supplier name) are local supplier. The percentage of local content in the items _____ offered by us against Enquiry No. _____ is _____% (percentage).

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

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.

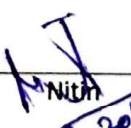
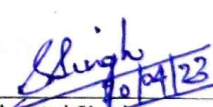
Sign & Stamped of the supplier

POSITION TRANSMITTERS FOR EHA OF MAIN TURBINE VALVES

| Sl. No. | DESCRIPTION | MATERIAL CODE | QTY. | UNIT |
|---------|--|---------------|------|------|
| 01 | POSITION TRANSMITTER FOR EHAS HYDAC MAKE for IPCV (As per indent) | W99318146442 | 1 | No. |
| 02 | POSITION TRANSMITTER FOR EHAS HYDAC MAKE for HPCV (As per indent) | W99318146450 | 1 | No. |

TECHNICAL REQUIREMENTS:-

1. ALL THE MANDATORY SPARES SHALL BE MANUFACTURED & SUPPLIED CORRESPONDING TO THE MAIN EQUIPMENT.
2. INTERCHANGEABILITY OF ALL THESE SPARES WITH THEIR RESPECTIVE PARTS AGAINST WHICH THEY ARE INTENDED FOR REPLACEMENTS, SHALL BE ENSURED BY THE SUPPLIER.
3. ALL THE SPARES MUST BE PACKED IN SEALED TRANSPARENT PLASTIC BAGS AND CLEARLY MARKED OR LABELED ON THE OUTSIDE OF THE PACKING WITH ITS DESCRIPTION & ASSEMBLY PART NUMBERS.
4. QUALITY CHECKS & TESTING NORMS/REQUIREMENTS FOR SPARES SHALL BE AS PER APPROVED QUALITY PLAN (QP) APPLICABLE FOR THE MAIN EQUIPMENT.
5. ASSEMBLY DRAWINGS SHALL BE FURNISHED BY THE VENDOR AGAINST ALL THE OFFERED ITEMS (IF APPLICABLE).
6. OFFERED ITEMS AND THEIR RELEVANT DRAWINGS SHALL BE CORRELATED WITH THE ITEMS MENTIONED IN THIS DRAWING & WITH RESPECTIVE APPROVED BOM OF MAIN EQUIPMENT DRAWING.
7. SPARE INSTRUMENTS SHALL BE SUPPLIED IN WOODEN BOX WITH STEEL STRIPS WITH GREEN COLOUR.
8. PACKING BOX SHALL BE PASTED WITH PACKING LIST AND MARKED RESPECTIVE KKS TAGS OF MAIN ITEM AGAINST WHICH THIS SPARE IS SUPPLIED.

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| 00 | 20.04.2023 | 418000E1057 |  Nishu |  Sheetal Singh |
| Rev | Date | DOC. NO. | Prepared By | Checked & Approved By |