



Bharat Heavy Electricals Limited

(A Government of India Enterprise)
High Pressure Boiler Plant
Tiruchirappalli - 620 014

MATERIALS MANAGEMENT

4th Floor, 24 Bldg. HPBP BHEL, Trichy-620014

Phone: 0431 - 257 8109, 7446; E-mail: kevin@bhel.in, mohann@bhel.in; www.bhel.com

NOTICE INVITING e-TENDER

Bid No.: GEM/2021/B/1329533

03.07.2021

Subject: Two-part e-Tender inviting techno-commercial and price bid for supply of Ammonia Leak Detector for Coal Fired Thermal Power Plant / Bhusawal Unit-6 (660MW) project.

General Instructions

- The tender documents shall be deemed to form an integral part of the purchase order.
- Tender can be cancelled at any stage due to unavoidable circumstances.
- Bidders are advised not to wait till the last minutes w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- Bidders are advised take due care while quoting the technical and price bid. Bidders, those who tampers with tendering procedure affecting ordering process or misusing the technical information of the tender document or withdrawing their offer after price bid opening, will be penalized as per BHEL guidelines on suspension of business dealings with suppliers/ contractors. Abridged version of the guideline is available in www.bhel.com.
- It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- The qualification of vendors will be based Pre-Qualification Requirement (PQR) document. Subsequently techno-commercial evaluation will be done; hence, it is mandatory to submit the documents sought in PQR.
- DISCLAIMER CLAUSE: Neither Bharat Heavy Electricals Ltd nor the service provider for e-tendering is responsible for any failure of submission of bids, due to failure of internet or other connectivity problems or reasons thereof.
- Deviations, if any, may be indicated in the Sub-Delivery Enquiry Deviation Format.
- Customer approval of Bidder is applicable. Techno-commercially qualified Bidders will be asked to submit the credentials for customer approval. The Part-2 bids (Price bid) of the Bidder will be opened, subject to fulfilment of Pre-Qualification Requirement, successful techno-commercial (Part-1 bid) evaluation and Customer acceptance, based on the credentials.
- In order to avail benefits as per MSE clause. Bidders have to upload the Udyam Registration certificate.
- The Annexure-A / Additional Terms & Conditions (ATC) & Annexure-B / Vendor Details Questionnaire shall be submitted.
- Any pre-bid query, kindly contact: Mr. Kevin Ark Kumar, Manager/Materials Management/BOI Tel: 0431-2578109, email: kevin@bhel.in; Mr. N Mohan, Asst./Engineer/Materials Management/BOI Tel: 0431-2577446, email: mohann@bhel.in and get your queries cleared before submitting the offer in EPS.

For **Bharat Heavy Electricals Limited**

Kevin Ark Kumar

Manager / Materials Management

Fourth floor, 24 Building

B.H.E.L., Tiruchirappalli – 620 014, Tamil Nadu

Phone: 0431-2578109 / Email: kevin@bhel.in

PACKAGE DETAILS					
SL No.	MATL CODE	DESCRIPTION	UNIT	QTY	QUOTED / NOT QUOTED
10	L17271SC31601001	AMMONIA LEAK DETECTOR WITH ACCESSORIES FOR DETECTING AMBIENT ANHYDROUS AMMONIA GAS LEAK IN SCR APPLICATION AS PER SPECIFICATION REF. TDC:TCI:ALD/ R0. ALL PARTS OF A FULLY FUNCTIONAL AMMONIA LEAK DETECTOR INCLUDING LOOSE ITEMS (LIKE MOUNTING ACCESSORIES, PROTECTIVE HOODS & CABLE GLANDS ETC.) EXCEPT ELECTROCHEMICAL SENSOR SHALL BE CONSIDERED IN THIS LINE ITEM.	No.	10.00	
20	L17271SC31601002	PLUG-IN TYPE ELECTROCHEMICAL SENSOR FOR DETECTING AMBIENT ANHYDROUS AMMONIA GAS LEAK AS PER SPECIFICATION REF. TDC:TCI:ALD/ R0. THIS ELECTROCHEMICAL SENSOR SHALL BE COMPATIBLE FOR THE LEAK DETECTOR MODEL QUOTED AND SHALL FUNCTION AS A SINGLE INTEGRATED UNIT AT SITE.	No.	10.00	
30	L17271SC31601003	CALIBRATION KIT CONSISTING OF ALL ACCESSORIES REQUIRED FOR CALIBRATION OF AMMONIA GAS LEAK DETECTORS AS PER SPECIFICATION REF. TDC:TCI:ALD/ R0	Lot	1.00	
				21.00	
NOTE:					
1. The tender is floated as a Single Package. It is mandatory to quote for all the above items (SL No. 10-30).					
2. Kindly mention Quoted or Not Quoted against each S No. Do not mention the price in this sheet.					

PRE-QUALIFICATION REQUIREMENT (PQR)

AMMONIA LEAK DETECTOR

1. Only Original Equipment Manufacturer (OEM) or representatives authorized by OEM shall quote for this enquiry. If representatives are quoting on behalf of OEM, manufacturer authorization letter from OEM in proper letter head format shall be submitted.

In case of Representative, OEM authorization letter (Attached / Not Attached)

2. The offered model of the Anhydrous Ammonia Gas Leak Detector (Sensor and Transmitter) shall be working satisfactorily for a period of at least 1 year after commissioning. Purchase Order copy of such installation and Performance certificate in proper letter head from authorized representative of end user shall be submitted for the same.

PO Copies & Performance Certificate (Attached / Not Attached)

3. Reference List of installations for the offered model of the anhydrous ammonia gas leak detector (sensor and transmitter) shall be submitted by the vendor.

Reference List (Attached / Not Attached)

ANNEXURE-B

1	GEM ID NO	
2	ITEM	

VENDOR DETAILS

SI No	DESCRIPTION	DETAILS TO BE FILLED
1.	VENDOR / FIRM NAME	
2.	BHEL VENDOR CODE (IF ANY)	
3.	QUOTATION REFERENCE & DATE	
4.	CONTACT PERSON NAME	
5.	CONTACT PERSON MOBILE NO	
6.	CONTACT PERSON EMAIL ID	
7.	WORKS ADDRESS & TELE NO	
8.	OFFICE ADDRESS & TELE NO	
9.	PAN NO	
10.	GST NO	
11.	MSE VENDOR / NON MSE VENDOR	MICRO / SMALL

Sign & Seal of Company

Sl no	Terms	Questions	Vendor confirmation
1	HSN CODE	Pl mention	
2	GST	Pl Mention	%
3	MII	Pl mention the percentage of Local content	%
4	Attachments 1	Have you submitted the Udyam registration certificate? (applicable only for Micro & Small Enterprises)	Yes / No
5	Attachments 2	Have you submitted the point wise supporting documents required against Pre-Qualification Report (PQR)?	Yes / No
6	Attachments 3	Have you submitted the filled-in, signed / with company seal "NIL Deviation Format ".	Yes / No
7	Attachments 4	Have you submitted the signed / with company seal, all pages of "Technical Specification, Drawing, datasheet & Quality Plan" with respect to this tender along with your quoted offer.	Yes / No
8	Attachments 5	Have you submitted the filled-in, signed, sealed "Self declaration format for MII clause" as per format in your company letter head. (Indicate the % of Local Content)	Yes / No

PLEASE UPLOAD THIS DOCUMENT IN GEM PORTAL DULY FILLED SIGNED AND STAMPED ALONG WITH YOUR OFFER

Sign & Seal of Company



429-024

**PURCHASE / MM / BOI
ENQUIRY DEVIATION**

PAGE

1 OF 1

**SCHEDULE OF DEVIATION
ENQUIRY NO:****GEM/2021/B/1329533****DATE****03.07.2021****DESCRIPTION****Ammonia Leak Detector for Coal Fired Thermal Power Plant****SPECIFICATION****TDC:TCI:ALD/R0****QUALITY PLAN****Vendor Quality Plan (To be submitted)****PACKING PROCEDURE****Vendor Standard****DATASHEET / DRAWING****N/A****DOCUMENT REFERENCE****BHEL ENQ. CALLED FOR****FIRM'S ALTERNATIVE OFFER**

CERTIFIED THAT OTHER THAN THE ABOVE DEVIATIONS, WE ARE ACCEPTING ALL THE OTHER SPECIFICATIONS AND REQUIREMENTS IN FULL TO YOUR ENQUIRY.

STATION:

DATE:

SIGNATURE OF COMPANY REPRESENTATIVE

COMPANY SEAL

NOTE 1. Deviations should be taken only in the extreme case.

2. If necessary, use additional sheets with page control number.

ANNEXURE-A
ADDITIONAL TERMS & CONDITIONS (ATC)

Description of the Material:		Ammonia Leak Detector for Coal Fired Thermal Power Plant
BHEL Tender No. & Date		GEM/2021/B/1329533 dt 03.07.2021
GENERAL INFORMATION		
The bidder has to keep track of any changes by viewing the addendum / Corrigendum's Issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.		
Sl. No.	Terms and conditions	Vendor's confirmation
1	Firm Price: The quoted / finalised rates shall be Firm till execution of the supplies. Vendor has to quote price according to the requirement as detailed in the attached technical documents. Any pre-bid query, kindly contact: Mr. Kevin Ark Kumar, Manager/Materials Management/BOI Tel: 0431-2578109, email: kevin@bhel.in ; Mr. N Mohan, Asst./Engineer/Materials Management/BOI Tel: 0431-2577446, email: mohann@bhel.in and get your queries cleared before submitting the offer in EPS/GEM. Rates/ other price elements once quoted in the price bid BoQ Format online in the Enterprise Procurement System (EPS)/GEM cannot be changed after due date shall remain final.	Accepted
2	The tender is floated as a Single Package.	Accepted
3	Delivery term: Main Items: F.O.R basis Inclusive of Packing, Forwarding, Freight, Insurance & GST upto Destination	Accepted
4	Techno-Commercial bids of vendors will be evaluated; however, the Price bid will be opened, subject to our customer's approval, else the offer will be rejected. Vendors shall submit credentials for taking up with customer, for their approval.	Accepted
5	Guarantee / Warranty Period : Guarantee clause 18 months from the date of delivery or 12 months from the date of actual put in use; whichever is earlier.	Accepted
6	Deviation in Guarantee / Warranty Period: No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period. Their offer will be rejected.	Accepted
7	Delivery Period: 90 Days from manufacturing clearance / document approval. Vendor quoted delivery period shall include all activities i.e. manufacturing / production, Inspection, Packing, Forwarding, dispatch.	Accepted
8	RISK PURCHASE: In case of abnormal delays (beyond the maximum late delivery period as per LD clause) or non-fulfilment of any other terms and conditions given in work order, BHEL may cancel the work order in full or part thereof, and may also make a contract of such work/service from elsewhere / alternative source at the risk and cost of the original contractor. BHEL will take all reasonable steps to complete the contract obligations 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'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 within scheduled completion/delivery period as per contract or as extended from time to time, for the reason attributable to the contractor. 4. Termination of contract on account of any other reason (s) attributable to contractor. 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. Risk and Cost amount against balance work will be calculated as follows: Risk & Cost Amount= [(A-B) + (A x 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.	Accepted

	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.	
9	Document Submission: Along with the offer: 1. All the technical documents which have been attached along with our enquiry i.e Specification, Drgs, Data Sheet etc, signature to be endorsed on all pages with company seal Technical documents & Sub-delivery enquiry deviation format. 2. Filled-in/signed Annexure-A, Commercial terms and conditions. (Mandatory for Commercial evaluation) 3. Unpriced offer submitted through EPS shall contain minimum of above documents, without which offer is liable for rejection. 4. If MSE vendor, please attach Udyam Regn Certificate.	Submitted/ Not Submitted
10	Any deviation on technical/QP/packing requirements shall specifically be indicated in the "sub-delivery enquiry deviation format" attached along with the enquiry. Deviations / clarifications declared elsewhere will not be evaluated. <u>Also, any deviations from the commercial terms and conditions shall be clearly spelt out in this format itself.</u> Deviations / clarifications declared elsewhere will not be evaluated. Deviations taken, if any, by vendor as per our requirement above shall be clearly got accepted by BHEL in writing during enquiry stage itself. In the event of an order no deviations, unless accepted clearly by BHEL in writing during enquiry stage will be entertained and all other techno-commercial requirements will be binding on successful bidder and failure to execute the terms will lead to disciplinary action by BHEL against the said bidder.	No Deviation Format Submitted/ Not Submitted
11	All the technical documents, if attached by BHEL along with the tender (Specification / Datasheet / Drawing / QP / Packing Procedure etc.) which are part of this e-tender, should bear your conformation / confirmation and sign with seal on each page. The same shall be scanned & attached as PDF files along with the offer for technical evaluation.	Technical Docs Submitted / Not Submitted
12	Technical / commercial clarification, if any, will be initiated through EPS / email. Vendor to respond to the clarifications within 3 working days. If the vendor fails to respond, even after three reminders, then the vendor will be considered as non-responsive and is liable to be rejected.	Accepted
13	PO Acknowledgement: Within 7 days from the date of receipt of scanned PO copy through email.	Accepted
14	Document Submission after PO: Complete set of valid Documents as per BHEL format viz., Datasheet, GA drawing and QAP / RQP / VQP are to be submitted within 14 days from the date of receipt of PO (e-mail copy). If there is a delay in submission of valid documents within 14 days, the delay will be accounted for the calculation of LD.	Accepted
15	Fraud Prevention Policy Suppliers involving in fraudulent practices or delayed supply (or) non-Supply will be dealt with provision as indicated in "Guidelines for Suspension of Business Dealings with Suppliers / Contractors" which is hosted in website www.bhel.com. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms 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 transparent and fair manner, and with equity. 1.2 Commitment by Bidder / Supplier / Contractor: 1.2.1. The bidder / supplier / contractor commit 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	Accepted

	connection with the award of the contract and shall adhere to relevant guidelines issues 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 mal-practices, 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 and / or under applicable legal provisions.	
16	Inspection & testing requirements shall be done as per approved vendor QP	Accepted
17	Repair & replacements: Within the guarantee period vendor has to replace / rectify the defective/ damaged items on free of cost within a reasonable time of reporting from our end. All incidental charges like freight, insurance and customs duty / GST are to vendor account only. The defective parts and components shall be collected by your Indian agent or / authorized person, only after completing the replacement / repairs. The defective parts / components will not be returned back to vendor works by us due to procedural problems.	Accepted
18	BHEL reserves the right to cancel / modify the tender, if the need so arises, without assigning any further notice or reason therefore.	Accepted
19	JURISDICTION: In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the aforesaid arbitration clause.	Accepted
20	SECRECY OF CONFIDENTIAL INFORMATION: The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract. All the input details: transmittals and sample drawings supplied for preparation of drawings are confidential information of BHEL for specific purpose only. The contractor shall never pass on / part with the information to anybody and shall maintain the secrecy of the information. As soon as the bills are certified by BHEL, all the relevant drawing files shall be erased from PCs and shall not be made use under any circumstances. BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.	Accepted

By signing this Annexure, the vendor consents the above Additional Terms & Conditions (ATC) are accepted, this Annexure-A, shall be binding between BHEL and the Vendor; and no other terms quoted / mentioned by vendor, elsewhere in the Offer / Quotation will be considered / accepted by BHEL.

Sign / Seal of Company on all the pages

This document is part of Tender terms & Conditions & shall be mandatorily submitted along with the offer documents in GeM Portal in ATC.