# BHARAT HEAVY ELECTRICALS LIMITED HEEP HARIDWAR INDIA-PIN 249403 PHONE NO: 0091 1334 285120

Sub: Procurement of ACC STEAM DUCT
Projects: Patratu-2

#### A. SCOPE OF ENQUIRY:

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 from Indian indigenous suppliers for following items through GeM Portalhttps://gem.gov.in

Scope of Work: - PRE-FAB. M/C & FAB. ONLY as per Drawing/Standard & QP requirements.

SLNO	MATERIAL CODE	DESCRIPTION	TOTAL QTY	UNIT	MATERIAL REQD (FROM PO DATE)
1	0170997001801	CONDENSATE COLLECTING MANIFOLD	8	NOS.	See details below

(Total qty in numbers= 8 nos. of 0170997001801 & Fab. Weight= 30226 kg. /pc)

 $TOTAL\ LOAD = 241808\ KG.$ 

## B. <u>Buyers Specific Additional Terms & Conditions in addition to GTC:</u>

Sl. No.	Terms	Description	Bidder's Confirmation
1.	Confirmation to compliance of General terms and conditions on GeM	In addition to the terms & conditions mentioned in below table, latest General terms and conditions on GeM or subsequent rules/policies issued by GeM shall be applicable against this enquiry. <b>Kindly confirm</b> same is acceptable to you.	
2.	Documents Checklist:	Kindly confirm that the following documents have been submitted along with your offer:  1. Requisite EMD  2. Pre-Qualification Requirements  3. Quality Requirements & Plan  4. Drawings & CBOM  5. make in india (Self-certification)  6. Integrity pact  7. Vendor credentials in NTPC formats (SUB-VENDOR QUESTIONNAIRE &MAIN CONTRACTOR attached)  8. Any other document as specified in "Buyers Specific Additional Terms & Conditions in addition to GTC"	
3.	Pre- Qualification Requirements	The Pre-Qualification Requirements are attached. All the bidders should ensure submission of duly-filled and signed with complete details and documents as called for in these requirements.	
4.	Special Instruction of Technical requirement	1. Items to be supplied directly to Patratu Site.  DELIVERY TERM: F.O.R. PATRATU SITE  Patratu site address:  GENERAL MANAGER (PROJECTS), PATRATU STPP (3X800 MW),  PATRATU VIDYUT UTPADAN NIGAM LIMITED, PO – PTPS, DIST – RAMGARH, JHARKHAND – 829119.  Please confirm.  4.All ACC STEAM DUCT are required as per	
		NIT document and specification only. Please confirm.	
5.	Prices	Prices shall remain firm and fixed during entire tender process and execution of the contract.  Kindly confirm that Quoted prices on GEM against the GEM bid for each schedule is F.O.R. Patratu site on firm basis & inclusive of all cost components (Packing & Forwarding, Freight, GST, Insurance etc.).  Also inform the percentage of GST considered by you in your FOR prices.	

6.	MDCC clause	Material shall be dispatched of material dispatch clearance con BHEL. All test certificates, apped documents, Quality Plan and rare to be sent to BHEL before for issue of MDCC, which will review of test certificates, apped documents, Quality Plan and a documents.  MDCC will be issued within 07 of these documents once four respects. In case of any delay in issuing MDCC, delivery shal of days in excess of 7 days tak issuing MDCC and delays shall basis. This period of 7 days is it delivery period.  Material is to dispatched with of MDCC from BHEL without warmendment.			
7.	Quality Requirements	Quality Requirements are attated tender document. All the bidders should ensure filled and signed the attached details and documents as called requirements.			
8.	Delivery Period	Bidders are requested to quo possible delivery period in tendate of PO.			
9.	Penalty / LD	LD/Penalty for delayed supplies shall be as per latest General terms and conditions on GeM.			
9.	Clause :	The date of LR (Lorry receipt) the date of delivery for penalt			
	Payment Terms	100% payment will be mad acceptance of material at sit consignee receipt-cum acc (CRAC) as per the below detail Type of Bidder			
10.		Micro & Small Enterprises (MSEs)	45 days		
		Medium Enterprises	60 days		
		Non MSME	90 days		
		-	t to submission of 8 sets of non-discrepant nents along with original MDCC & LR as per & conditions of GEM contract.		
11.	Quantity Variation	BHEL reserves the right to can any or all the quotations wither reasons thereof. BHEL also result increase or decrease the tend Vendors should be prepared to reduced Quantity without any Vendor should also be prepared discount in case of Increase in Vendor has to take dispatch of before starting supplies of items.			

		quantity is reduced, then payment shall be made accordingly, as per decreased quantity.  Kindly confirm.	
12.	Bid to RA	Opening of Price bid & RA shall be conducted for only those bidders who qualifies PQR, Quality requirements and whose techno-commercial bid is acceptable to BHEL & customer PVUNL.RA will be conducted as per GeM rules & guidelines.	
13.	Risk Purchase	In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfilment 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. <b>Kindly confirm.</b>	
14.	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 <a href="https://www.bhel.com/guidelinessuspensionbusiness-dealings-supplierscontractors">https://www.bhel.com/guidelinessuspensionbusiness-dealings-supplierscontractors</a>	

# 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 authorise 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. "

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16.	EMD Applicability	EMD will be applicable as per GEM bid, however EMD is waived in following cases-  a. Central/ State – PSUs  b. *MSE suppliers are exempted for submission of EMD (Valid Documentary proof against MSE must be submitted along with offer to avail the benefits).  c. BHEL-HEEP registered vendors (if applicable) are exempted from submission of EMD.  d. Other exemptions on EMD will be as per GeM Terms and conditions.  *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 / Stockiest / Dealers / Traders etc. for the items offered but not manufactured by themselves.	
17.	In course of evaluation, if more than one bidder happens to occupy L-1 status	In course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discount from respective L-1 bidders.  In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of respective L-1 bidders or their representatives."	
18.	GUARANTEE CERTIFICATE: -	The vendor shall warrant that the supplied fabricated assemblies comply fully with the drawings and other technical conditions. If the fabrications/items are found defective owing to faulty workmanship/incomplete work within a period of eighteen (18) months from Supply completion date.  Supply completion date shall be reckoned from the actual date of last supply made by the vendor (date of LR) for the quantities awarded (in terms of number(s) as detailed at clause 6 above).  During guarantee period, the vendor shall make good of items/replace the same free of cost. Alternatively, the rework/replacement charges may be recovered.	

RECTIFICATION: -	Any defect (noticed at SITE) arising out of the fabrication/machining done by the Sub-Contractor, will have to be rectified or items replaced by the sub-contractor within 10 days of intimation of same at their own cost. Otherwise BHEL will be free to take necessary action as deemed fit and consequence/cost of the same will be to subcontractors' account.
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#### **SPECIAL REMARKS 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 uploaded along with offer on e-procurement portal.

- **1**. Please submit signed & Stamped copy (each page) of duly filled of confirmation column of "Buyers Specific Terms & Conditions" and supporting documents where required.
- **2**.Please submit signed & stamped copy (each page) of PQR documents with proper filled information and related supporting documents as mentioned in PQR.
- **3**. Vendor scope includes complete manufacturing of item as per drawing including all NDT requirements, painting & preseravtion as per drg.
- 4. Vendor scope also includes any mock up of assemblies required in drg
- **5**. Transportation of items as per shipping list/packing list provided by BHEL to Patratu site is also in the scope of vendor.
- **6**. MDCC is required for all items
- 7. Patratu site address is:

General Manager (projects), 3x800 mw Patratu stpp

Patratu vidyut utpadan nigam limited

po-ptps, Dist-Ramgarh, jharkhand-829119.

- **8**.Tolerance in total load may be (+/-) 10%
- **9**. Guarantee period will be 18 months from the date of last supply by the vendor.
- **10**. Vendors to confirm, endorse and return back MQP no- PAT/ACC/DUCT U-2 rev00 (attached).
- **11**.Inspection by NTPC / PVUNL and BHEL / BHEL nominated inspection agency as per finally NTPC / PVUNL approved QP.
- **12**.Offers that are found suitable techno-commercially & approved by customer PVUNL will be considered for further process.
- **13**. Notes available in drawing to be fulfilled by the vendor for manufacturing.
- **14**. All items to be subcontracted with party material only. No further subcontracting is permissible, without prior approval.
- **15**. Supplier must furnish material test certificates for all the items.
- **16**. Guarantee Certificate will be required.
- 17. Aesthetic appearance shall also be ensured and inspected before delivery to BHEL.
- **18**.Cleaning of parts, removal of mill scale from components prior to assembly will be in scope of vendor.
- 19.CHP Clearance may be obtained from NTPC/LLOYD/RITES/NPC at party's end.
- **20**. Final Assembly shall undergo cleaning to ensure that all parts are free from dents, mills, spatters.
- 21. Customer's seal (if Any on supplied Material) to be transferred.
- **22.**Copies of the relevant certificates to be supplied to the receiving shop.
- **23**.All special tests viz., UT, RT, HYDRAULIC & KEROSENE etc. are to be performed as per drg. requirements.
- 24. Rest all terms and conditions shall be as per general terms and conditions of GeM.

# Raw material

Raw material shall be procured from following PVUNL enlisted main steel producers only:

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SAIL, JSW Steel Limited, Jindal Steel & Power, Tata Steel Ltd (for reinforcement steel / TMT bars), RINL (for long products/ rolled sections and Reinforcement steel / TMT bars), Essar Steel India Ltd (for flat products/ Steel plates), Electrosteel Steel Ltd (for Reinforcement steel / TMT bars) and Monnet Ispat and Energy Ltd (for long products/ rolled sections and Reinforcement steel / TMT bars).

In addition to above, the approved sources of plates are:

"SAIL, JSW Steel Limited, Jindal Steel & Power, Tata Steel Ltd, RINL, Essar Steel India Ltd), and Monnet Ispat and Energy Ltd"

## **LOAD DISTRIBUTION: -**

Load distribution of this enquiry will be as follows:

Sr. No.	Item Description	Drawing No.	Tentative Weight (Kg)/pc	QTY. (in no.)	L1(Qty.)	L2(Qty.)
1	0170997001801	CONDENSATE COLLECTING MANIFOLD	30226	8	5	3

Load distribution shall be done after counter offering finalized L-1 rate to L-2, L-3...L-n vendors (n is total suitable vendors) in sequential order as per GeM terms & conditions.

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## **DELIVERY PERIOD:** -

Delivery schedule will start 90 days after date of placement of order and will end 150 days (maximum) from placement of order. however, early delivery will be acceptable.

#### Detailed delivery condition after PO placement is as follows:

Sr. No.	Item Description	Drawing No.	Tentative Weight/ pc	Total QTY (in no.)	L1 (Qty.) From PO date	L2 (Qty.) From PO date
1	0170997001801	CONDENSATE COLLECTING MANIFOLD	30226	8	2 Qty in 90 days 2 Qty in 120 days 1 Qty. in 150 days	1 Qty in 90 days 1 Qty in 120 days 1 Qty. in 150 days

> Delivery is to be made as per packing list/shipping list provided by BHEL.