

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 Portal <https://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	0170997001001	ACC DUCT ELBOW DIA 2800	2	NOS.	90
2	0170997001002	ACC DUCT ELBOW DIA 2800	8	NOS.	90
3	0170997001901	STEAM DISTRIBUTION MANIFOLD	1	NO.	90
4	0170997001903	STEAM DISTRIBUTION MANIFOLD	1	NO.	90
5	0170997002400	ACC STEAM DUCT RISER DIA 2800	1	NO.	90

(Total qty in numbers= 2 nos. of 0170997001001 & Fab. Weight= 3688.28 kg. /pc)

(Total qty in numbers= 8 nos. of 0170997001002 & Fab. Weight= 3621.5 kg. /pc)

(Total qty in numbers= 1 no. of 0170997001901 & Fab. Weight= 74213.4 kg. /pc)

(Total qty in numbers= 1 no. of 0170997001903 & Fab. Weight= 74213.4 kg. /pc)

(Total qty in numbers= 1 no. of 0170997002400 & Fab. Weight= 81803.7 kg. /pc)

TOTAL LOAD = 266579.06 KG.

B. Buyers Specific Additional Terms & Conditions in addition to GTC:

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. Kindly confirm 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 only after issue of material dispatch clearance certificate (MDCC) by BHEL. All test certificates, applicable TPIA verified documents, Quality Plan and relevant documents are to be sent to BHEL before dispatch of material for issue of MDCC, which will be issued after review of test certificates, applicable TPIA verified documents, Quality Plan and all relevant documents. MDCC will be issued within 07 days of receipt of these documents once found complete in all respects. In case of any delay on account of BHEL in issuing MDCC, delivery shall be extended by no. of days in excess of 7 days taken by BHEL in issuing MDCC and delays shall be dealt on merit basis. This period of 7 days is included in the delivery period. Material is to dispatched within 07 days of receipt of MDCC from BHEL without waiting for PO amendment.									
7.	Quality Requirements	Quality Requirements are attached with this tender document. All the bidders should ensure submission of duly filled and signed the attached QP with complete details and documents as called for in these requirements.									
8.	Delivery Period	Bidders are requested to quote their best possible delivery period in terms of days from date of PO.									
9.	Penalty / LD Clause :	LD/Penalty for delayed supplies shall be as per latest General terms and conditions on GeM.									
		The date of LR (Lorry receipt) would be treated as the date of delivery for penalty purposes.									
10.	Payment Terms	100% payment will be made after receipt and acceptance of material at site and after issue of consignee receipt-cum acceptance certificate (CRAC) as per the below details:									
		<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>	Type of Bidder	Payment Terms (Number of Days)	Micro & Small Enterprises (MSEs)	45 days	Medium Enterprises	60 days	Non MSME	90 days	
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		Micro & Small Enterprises (MSEs)	45 days								
		Medium Enterprises	60 days								
Non MSME	90 days										
11.	Quantity Variation	BHEL reserves the right to cancel tender or reject any or all the quotations without assigning any reasons thereof. BHEL also reserves the right to Increase or decrease the tendered quantities. Vendors should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity.									

		Vendor has to take dispatch clearance from BHEL before starting supplies of item. In case ordered 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. Kindly confirm.	
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 https://www.bhel.com/guidelines-suspensionbusiness-dealings-supplierscontractors	

15.	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- - Central/ State – PSUs *MSE suppliers are exempted for submission of EMD (Valid Documentary proof against MSE must be submitted along with offer to avail the benefits). - BHEL-HEEP registered vendors (if applicable) are exempted from submission of EMD. - 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.	

19.	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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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”

DELIVERY PERIOD: -

Detailed delivery condition after PO placement is as follows:

Sr. No.	Item Description	Drawing No.	Tentative Weight/ pc	Total QTY (in no.)	From PO date
1	0170997001001	ACC DUCT ELBOW DIA 2800	3688.28	2	2 Qty in 90 days
2	0170997001002	ACC DUCT ELBOW DIA 2800	3621.5	8	8 Qty in 90 days
3	0170997001901	STEAM DISTRIBUTION MANIFOLD	74213.4	1	1 Qty in 90 days
4	0170997001903	STEAM DISTRIBUTION MANIFOLD	74213.4	1	1 Qty in 90 days
5	0170997002400	ACC STEAM DUCT RISER DIA 2800	81803.7	1	1 Qty in 90 days

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