



**TERMS & CONDITIONS FOR PRE-FAB. M/C & FAB. ONLY OF FRONT WALL WELDING DRAWING**

Online offers are invited through e-procurement portal <https://eprocurebhel.co.in/nicgep/app> from suppliers for the supply of the items.

**The item name and drawing no. mentioned in the enquiry (Rate Contract) is for reference only & will not be available for ordering. A sample of Combined Bill of Materials and all reference drawings are also enclosed for having a general idea of the tender.**

**1. SCOPE OF WORK: -**

This Rate Contract is for pre-fabrication machining & fabrication of FRONT WALL WELDING DRAWING with Combined Material (BHEL +PARTY) as per drg., QP & other specifications.

Sl. No.	Item Description	Drg. No.	Weight (MT)
1	<b>FRONT WALL WELDING DRAWING</b>	<b>0107385810000</b>	1100

**Remark-**

- ITEM NO. 43 OF CBOM NO.-01073858100-00 will be supplied by BHEL as per drg.
- The material of item no. - 3,4,5,6,8,9,10,11,12,13,14,15,16,17,19,20,21,22,23,24,25,26,27,28,29,31,39,40,41,42,43,44,45,46,47, 48 & 49 OF CBOM NO.-01073858100-00 shall be supplied by BHEL and rest party material. (For reference only)
- S/R will be done by BHEL.
- Final cleaning after S/R shall be in vendor scope.
- Vendor to submit manufacturing plan and get it approved by BHEL haridwar prior to start of work at their works.
- Vendor to ensure approved WPS/PQR before manufacturing.
- Vendor to deploy qualified welders only.
- Vendor to use BHEL approved welding consumables.
- The above quantity (in nos.) only for RC (Rate Contract) purpose, not for ordering.
- Total load for RC is 1100 MT. Tolerance in weight will be +/- 25%.
- BM/PM ratio: 29.03 /70.97% (BM %age - 29.03 %, PM %age – 70.97 %). Tolerance of 2 % may be considered in BM and PM materials.
- QP attached for ref. only.
- The rate(s) should be quoted in Rupees/Kg in Price bid. The rates shall include all consumables as stipulated in Drawings /WPS/QP/MP including D. P. Test and UT/RT (if any).
- SRIV shall be cleared after satisfactory clearance of job in control marking at block-3.
- Paint is in BHEL scope.



**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEEP HARIDWAR INDIA-PIN 249403**  
**PHONE NO: 01334-285120**

16. "Vendor must ensure availability of machining facility Vertical Boring/ Lathe for machining dia up to 2400 mm required in Half Ring as per drawing. In case vendor does not have such facility and requires machining of the above item from other sub-vendor, then the vendor to mention/submit name of such sub-vendor along with consent letter and machine details of such sub-vendor to carry out work as per drawing requirements. Vendor must submit above details along with offer for BHEL's approval.

- TOTAL LOAD FOR THE Enquiry (**Approximately**) = **1100 MT.**
- The rate (s) should be quoted in **Rupees/KG.**
- S/R, S/B before final Assembly, if reqd., will be done at BHEL.
- Cleaning of parts, removal of mill scale from components prior to assembly will be in scope of vendor.
- CHP Clearance may be obtained from NTPC/LLOYD/RITES/NPC at party's end.
- Final Assembly shall undergo cleaning to ensure that all parts are free from dents, mills, spatters.
- Customer's seal (if Any on supplied Material) to be transferred.
- Copies of the relevant certificates to be supplied to the receiving shop.
- Quality plan (if any) to be followed for Material induction and CHP.
- All special tests viz., UT, RT, HYDRAULIC & KEROSENE etc. are to be performed as per drg. requirements.
- Aesthetic appearance shall also be ensured and inspected before delivery to BHEL.

**2. LOAD DISTRIBUTION: -**

Load distribution of this enquiry will be as follows:

Sr. No.	Item Description	Drawing No.	TOTAL Weight (MT)	% share
1	FRONT WALL WELDING DRG.	1107365810000	1100	L1=36% L2=24% L3=18% L4=12% L5=6% L6=4%

**The above distribution percentage is approximate and will vary slightly based on fab. weight of FRONT WALLS of different projects.**

The sub-contractor must indicate the fabrication capacity reserved for BHEL & specifically for this enquiry as per annexure-A considering the following points.

Enquiry has been issued with following terms & conditions:

- A. BHEL will enter into rate contract with 6 BHEL approved subcontractors or the case may be. Load distribution among SIX evaluated subcontractors shall be, L-1= 36%, L-2= 24%, L-3= 18%, L-4= 12% L-5=6% and L-6=4% respectively out of BHEL load while placing the orders. Load distribution shall be done after counter offering L-1/lowest rate to L-2, L-3, L-4 and so on vendors.
- B. If any of the vendor (L-2 to L-6) does not accept the c/offer rate, then subsequent vendors (L-7 to L-n, where n is the number of bidders) shall be approached.



**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEEP HARIDWAR INDIA-PIN 249403**  
**PHONE NO: 01334-285120**

- C. This process will continue till we get 5 such vendors who accept the counter offered rates. Accordingly, they will be ranked as L2, L3, L4, L5 & L6 taking into account their ranking before counter offer.
- D. If none/any of the vendor (L-2 to Ln or participated in RA) accept the c/offer rate and L2/L3/L4/L5/L6 vendors are not identified after counter offer, then L-1 vendor shall be approached for maximum discount. Further the ordering on all the vendors shall be done maintaining the initial load ratio to the possible extent.
- E. The total allocated load to a particular vendor shall not exceed the declared capacity by the vendor. In case the declared capacity of any vendor is less than the allocated load, the remaining load shall be distributed among vendors in equal ratio within their declared capacity subject to acceptance of L1 counter offered rates. i.e. For example, if L-1 vendor will get the load of 535 MT, but in case the declared capacity of L-1 vendor is 500 MT, the remaining load of 35 MT shall be distributed among L-2 and so on vendors in equal ratio within their declared capacity and so on or the case may be.
- a) Subsequent ordering shall be done based on performance and execution of orders in time as per PO. Delivery
- b) Vendor must indicate their annual fabrication capacity and details as per Annexure –A enclosed for BHEL reference.

**3. VALIDITY: -**

The validity of offers by vendors should be at least for a period of **90 days** for this enquiry from the date of enquiry opening.

The rate contract shall be valid for a period of **TWO YEAR** for issue of orders from the date of award of final contract. However, BHEL reserve the right to extend the Rate Contract with same terms & conditions upto a period of three months with mutual agreement from both the side.

“Quantity increase, if any, can be permitted on pro-rata basis for the extended period.”

**4. SUBMISSION OF OFFERS: -**

Open tender is hoisted on the <https://eprocurebhel.co.in/nicgep/app> and no hard copy of document is provided by BHEL, no tender fee shall be insisted upon from the bidders.

The offer is to be submitted in **two parts** on NIC portal only on website: <https://eprocurebhel.co.in/nicgep/app>

BHEL reserves the right to reject any or all the tenders either in full or part thereof without assigning any reasons thereof.

**5. DELIVERY: -**

F.O.R.: HEEP, BHEL Haridwar.

**6. DELIVERY SCHEDULE: -**



**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEEP HARIDWAR INDIA-PIN 249403**  
**PHONE NO: 01334-285120**

Sl. No.	Item Description	Drg. No.	Weight in MT	Delivery
1	FRONT WALL WELDING DRG.	1107365810000	1100	Within 90 days from last BHEL material sent

If material of more than one Front Wall are sent together (material despatch date to vendor are same) then delivery date of first Front Wall should be 90 days from the material sent date and delivery date of the next Front Wall should be material sent date + 90 days + 30 days and so on.

7. **Bank Guarantee/Indemnity Bond:** - 10% Bank Guarantee and 90% Indemnity Bond for the value of materials to be given by vendor for free issue materials. BG & IB conditions will as applicable as mentioned in PO. Material value will be calculated on PPMIV/Challan value basis. On intimation from BHEL regarding BG & IB, the same shall be provided by the vendor (s) within 15 Days. If suitable BG and IB are not submitted to BHEL within 15 days of intimation, then this will be considered as breach contract as per clause 26 of this tender terms and conditions.

**For Example:** If intimation for requirement of BG & IB of an item of a PO is given to vendor on 01.04.2024 from BHEL, then vendor should mandatorily provide required BG and IB by 15.04.2024. Intimation will be given upon receipt of material completion from concerned shop-planning department.

8. **INSPECTION:** -

- The inspection will be carried out by BHEL/BHEL nominated inspection agency at Party's works. All facilities and equipment's, calibrated instruments and standard gauges required for inspection shall be provided by the vendor during inspection. In some cases, inspection by customer's representatives like NTPC/RITES etc. may also be carried out at Party's works and CHP clearance may be obtained. No additional charges will be paid on this account.
- The party is to follow system for material control, if applicable, as per BHEL Quality Control system.
- Identification marks shall be punched on each item by the vendor i.e. Purchase Order No., Drawing No., IR No. etc.
- Aesthetic appearance is to be maintained as per drg. requirement.
- Material used should be procured from BHEL approved vendor only.

9. **GUARANTEE CERTIFICATE:** -

The vendor shall warrant that the supplied fabricated assemblies/items 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 the date of dispatch, the vendor shall make good of it/replace the same free of cost. Alternatively, the rework/replacement charges will be recovered.

10. **PAYMENT TERMS:** -

- 10.1 90% after acceptance & final clearance of SRIV. Balance 10% after FTS (Final Tally Sheet).
- 10.2 No packing and forwarding charges will be paid extra.



**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEEP HARIDWAR INDIA-PIN 249403**  
**PHONE NO: 01334-285120**

- 10.3 In case of rejection, total cost of material will be recovered for BHEL Material and no labour cost will be paid.
- 10.4 For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, the payment will be made within 45 days or as prescribed in the relevant act.
- 10.5 Detailed terms at clause 10.0 of GISTC Rev. 06, June 2021.

**11. LD CLAUSE: -**

@ 0.5% per week subject to max 10% for the delayed portion of supply. The entry date mentioned by CISF on the challan at BHEL material gate will be taken as material receipt date.

**12. GST: -**

As per clause 11.0 of GISTC (attached). At present GST rate applicable for this enquiry will be 18 %. However, it will be as applicable as per Govt. guidelines/circulars.

**13. Quality Requirement: -**

- All party material to be procured from BHEL, approved sources only. (See Annexure - C)
- Sub-contractor to provide a summary sheet of documents/TCs provided for correlation.
- Sub-contractor to mention relevant QP clauses on all TCs/ reports for every lot.
- Inspection by BHEL/BHEL nominated inspection agency as per drawing /Standard and quality plan requirements.
- Firm quality requirement will be provided while placing the orders against this rate contract.

**14. Reverse Auction: -**

“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.” For detailed terms and conditions of RA guidelines, kindly refer [www.bhel.com](http://www.bhel.com).

**15. GENERAL INSTRUCTIONS: -**

- 15.1** No further sub-contracting to third party or sister concern by the sub-contractor is allowed Without prior permission of BHEL. If found guilty, will be debarred.
- 15.2** BHEL reserves the right to suspend/cancel the PO/Enquiry unilaterally without any financial repercussions, if Sub-contractor's performance is not found to be satisfactory.
- 15.2.1** BHEL reserves the right to revise the drawing after placement of purchase order. The prices in the purchase order will be amended according to revised drawing.
- 15.3** Please refer general instructions and standard terms & conditions (GISTC) for bidding against tender enquiry (version June-2021, Rev:06) the bidder/vendor must ensure compliance of these GISTC (version June-2021, Rev:06). Please refer <https://hwr.bhel.com>.
- 15.4 MSE suppliers are exempted for submission of EMD & Tender Fee.**
- 15.5** Central / State – PSUs / Government departments are exempted from submission of EMD subject to approval by BHEL management.
- 15.6** Documents submitted with the offer/bid by the bidder should be signed and stamped in each page by authorized representative of the bidder.



**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEEP HARIDWAR INDIA-PIN 249403**  
**PHONE NO: 01334-285120**

**15.6.1** PQR required documents is to be submitted along with the Techno- Commercial offer (PART-I).

Note:- Offer shall be entertained only after submission of duly filled, signed and stamped PQR and relevant documents. Offers of the vendor(s) not submitting this may be ignored.

**15.7** Vendor Contract clause regarding GST ITC and provision for E-Invoices:

(i) E-Invoicing under GST is being implemented w.e.f. 01.04.2022 for all the taxable persons having turnover more than Rs. 5 Cr. 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.

(ii) 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.

**15.8** In case of ordering against the tender, vendor should submit their invoices against goods and services immediately after supply of goods & services but not later than 30 days from the invoice date. In case of delay, consequential losses like loss of input credit and non-availability of concessional forms etc. shall be to the vendor account.

**15.9** The bidders against open tender will necessarily have to obtain class – III DSCs (Digital signature). Procedure for application is available on hwr.bhel.com.

**15.10** Following MSE conditions shall be followed: -

MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of UDYAM Certificate.

Detailed MSE conditions is at clause no. 23.0 of GISTC Rev. 06, June 2021.

\* Govt. guidelines will supersede all clauses of this tender for MSE benefits to vendor(s).

**16. EVALUATION OF BIDS:**

- **Their price bid will be opened only when the vendor is approved by BHEL/BHEL Customer.**
- All vendors will be assessed on total cost to BHEL basis that includes freight, taxes, ITC etc.
- L1 Vendor's break up of Basic **BM & PM** rate (in Rs. /Kg.) will be decided as per the ratio (BM RATE:PM RATE) provided in Annexure-B.
- In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from respective L1 bidders. In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by toss/draw of lots, in the presence of respective L1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.

Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.

NOTIONAL L1, L2, L3 etc. Sub-contractor will be decided based on the weighted rates calculated as per formula given below: -

$$\text{Rate (Rs. Per Kg)} = (0.2903 B1 + 0.7097 P1)$$



**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEEP HARIDWAR INDIA-PIN 249403**  
**PHONE NO: 01334-285120**

Where,

- 0.2903 within bracket indicates 29.03% load with BHEL material approx.
- 0.7097 within bracket indicates 70.97% load with Party mat. approx.
- B1 indicates labour rate per kg with BHEL Material.
- P1 indicates rates of fabricated assy. per kg with Party material.

**17. Transportation: -**

Transportation of PPMIV material (BHEL raw material) will be in scope of BHEL and the freight will be borne by BHEL. However, the same will be loaded into the cost quoted by vendor in RA sheet. Vendor to deliver fabricated/machined/formed items to BHEL Haridwar at their own cost.

**18. SCRAP: -**

- Generated scrap is to be retained by the sub-contractor. This scrap is chargeable. The scrap rate will be calculated based on the monthly market scrap price Published in MSTC Bulletin/any other document under category of scrap MELTING SCRAP. The calculated monthly price for charging scrap will be rounded off to two decimal places of Rupee. GST charges on scrap shall also be applicable.
- BHEL would recover the amount of GST and Trade Tax as applicable from the sub-contractor's account in lieu of scrap retained by them. The difference between raw material weight and finalized weight shall be considered for the calculation of scrap generation.
- A 3% invisible cutting allowance may be given on the finished weight.

**19. RECTIFICATION: -**

Any defect (noticed at Shop) arising out of the fabrication/machining/forming done by the Sub-Contractor, will have to be rectified or items replaced by the sub-contractor within 10 days 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.

**20. 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.



**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEEP HARIDWAR INDIA-PIN 249403**  
**PHONE NO: 01334-285120**

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-suppliers-contractors>".

**21. 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. "

**22. "BHEL may load maximum** penalty under LD clause, to the extent the same is not agreed by the vendor, for the purpose of comparative statement. Where deliveries quoted by the vendors are not suiting, BHEL may also ignore the offer of the vendor ".



**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEEP HARIDWAR INDIA-PIN 249403**  
**PHONE NO: 01334-285120**

**23. REJECTION: -**

No rejection allowance is allowed. BHEL would recover full value of the material damaged. In case of defect observed on material supplied by BHEL at any stage of operations and material stands rejected, then BHEL will pay for the part operations performed by the sub-contractor and such payment shall be made after joint certification by the QC, Technology and Shop Planning Personnel.

**24. PRICE VARIATION CLAUSE:-**

No price variation clause is applicable on labour rates. However, the price variation in party material is applicable as below: -

The variation in fabrication cost will be calculated based on the average rates of following raw materials (commonly used in General fabrication items), of Quarterly Price list given by BHEL Trichy of their rate contract operated with steel vendors finalized through the bulk steel Tendering

- 8-10 mm IS 2062 Gr-B Unnormalised.
- >12-20 mm IS 2062 Gr-B Normalised.
- >20-40 mm IS 2062 Gr-B Normalised.
- Above 40 mm IS 2062 Gr-B Normalised.

The variations in fabrication rate will be calculated based on the average rate of above raw material of Quarterly Price list given by BHEL Trichy of their rate contract operated with steel vendors. This price variation clause will be applicable on the date of receipt of material as mentioned in CISF CHALLAN/c-note.

The Base rate for calculation of PVC will be taken of the quarter in which RC is finalized with L1 vendor (awarded to L1 vendor) i.e. if RC is finalized in May 2024 then base rate will be taken for the quarter of April – June 2024.

The Settled Party material rates shall be taken as reference for ordering purpose.

For a particular purchase order the applicable rates will be of the month 90 days prior to the actual delivery if item is supplied within the scheduled delivery of 90 days after receipt of material from BHEL. In case of late delivery i.e. beyond 90 days the rates lower of the two i.e. actual delivery and maximum scheduled delivery shall be applicable. The purchase order may be amended accordingly.

In case of BHEL/combined material if the vendor supplies the item early i.e. before scheduled delivery and date of delivery is less than 90 days from the date PO was placed, the PVC rate will be applicable of the quarter in which PO was placed.

If hold is put up on manufacturing of items by BHEL. PVC rate will be applicable as per new delivery schedule.

**25. Integrity Pact (IP)**

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL:



**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEEP HARIDWAR INDIA-PIN 249403**  
**PHONE NO: 01334-285120**

SI	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
3.	Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

**(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid).**

Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

**Note:**

*No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:*

Details of contact person(s):

Name: R. R. Singh, Dy. Mgr.

Deptt: AIX-F (FBM)

Address: BHEL HEEP Haridwar

Phone: (Landline)

01334-285120/281501

Email: [rrsingh@bhel.in](mailto:rrsingh@bhel.in)

**26. Breach of contract:-**

"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 at least 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. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract. Accordingly, recovery of an amount equivalent to 10% of the contract value may be made in case of breach of contract."

- **Against vendor's replies, BHEL reserves the right to ask for more information/ documents / clarifications. Vendor's offer shall not be considered if vendor fails to furnish the document / information / clarifications as mentioned above or doesn't meet the acceptance criteria. Time period for technical/commercial clarification is 3 days.**
- Amendments/Corrigendum, if any, will be hosted on designated web site/ GePNIC Portal only. Other terms and conditions will be as per tender documents. Any vendor who is under hold (for the item)/ delisted/ banned with BHEL on date of opening of



**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEEP HARIDWAR INDIA-PIN 249403**  
**PHONE NO: 01334-285120**

Part – 1 will not be allowed to quote for this tender. In case their offer is received, it may be out rightly rejected.

- For this tender enquiry, the Tender Documents, Drawings, P.O copy etc. shall be sent by e-mails and shall not be sent in hard copies. Vendors to kindly note that the details sent by e-mail shall be considered for delivery against the finalized contract(s)/ P. O's placed.
- **\*\*OFFERS SHALL BE ADMITTED THROUGH GePNIC PORTAL <https://eprocarebhel.co.in/nicgep/app> ONLY**



**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEEP HARIDWAR INDIA-PIN 249403**  
**PHONE NO: 01334-285120**

**Annexure - A**

**PRE-FAB. M/C & FAB. ONLY OF FRONT WALL WELDING DRAWING**

**DESCRIPTION OF ITEMS: FRONT WALL WELDING DRAWING**

<b>DESCRIPTION OF ITEMS</b>	<b>TOTAL QTY. MT</b>	<b>L1 TO L6 LOAD DISTRIBUTION MT</b>	<b>TOTAL FABRICATION CAPACITY (MT)</b>	<b>CAPACITY RESERVED FOR THIS ENQUIRY (MT)</b>	<b>RATE (Rs. Per Kg)</b>  <b>Tick the correct</b>
<b>FRONT WALL WELDING DRAWING</b>	<b>1100</b>	L1=36% L2=24% L3=18% L4=12% L5=6% L6=4%			Quoted / Not quoted

Authorised Signature:  
(with date & seal of company)

Name of Supplier:



**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEEP HARIDWAR INDIA-PIN 249403**  
**PHONE NO: 01334-285120**

**Annexure - B**

**PRE-FAB. M/C & FAB. ONLY OF FRONT WALL WELDING DRAWING**

**DESCRIPTION OF ITEMS: FRONT WALL WELDING DRAWING**

<b>DESCRIPTION OF ITEMS</b>	<b>TOTAL QTY. MT</b>	<b>RATE (Rs. Per Kg) Tick the correct</b>	<b>Ratio of Fabrication rate with BHEL Material: Fabrication rate with Party Material</b>
<b>FRONT WALL WELDING DRAWING</b>	<b>1100</b>	Quoted / Not quoted	

**All vendors are requested to mention the ratio of Fabrication rate with BHEL Material with respect to Fabrication rate with Party Material in this format.**

Authorised Signature:  
(with date & seal of company)  
Name of Supplier: -



**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEEP HARIDWAR INDIA-PIN 249403**  
**PHONE NO: 01334-285120**

**Annexure – C**  
**Approved vendor list**

**Material Code AA1011819155**

SHAH BROTHERS ISPAT PVT. LTD.  
ARCELORMITTAL NIPPON STEEL  
STEEL AUTHORITY OF INDIA LTD  
JINDAL STEEL & POWER LTD.  
WELSPUN CORP LTD  
SUNLION PIPING ENGINEERING CO.  
SALZGITTER MANNESMANN INTERNAT  
DILLINGER INTERNATIONAL  
STEEL FORCE ASIA NV-BEIGIUM  
NLMK PLATES SALES SA  
BURWILL RESOURCES LTD.  
DAEWOO INTERNATIONAL CORPORATI  
SIJ ACRONI D.O.O.

**Material Code AA1011819058**

SHAH BROTHERS ISPAT PVT. LTD.  
ARCELORMITTAL NIPPON STEEL  
STEEL AUTHORITY OF INDIA LTD  
JINDAL STEEL & POWER LTD.  
SUNLION PIPING ENGINEERING CO.  
SALZGITTER MANNESMANN INTERNAT  
DILLINGER INTERNATIONAL  
STEEL FORCE ASIA NV-BEIGIUM  
NLMK PLATES SALES SA  
BURWILL RESOURCES LTD.  
DAEWOO INTERNATIONAL CORPORATI  
SIJ ACRONI D.O.O.