

**TENDER DOCUMENT FOR FABRICATION, PAINTING,
SUPPLY & TRANSPORTATION OF STEEL BOXES &
CRATES TO BHEL-RANIPET FOR TRANSPORTATION OF
FINISHED GOODS TO 2x660MW MAITREE, BANGLADESH
PROJECT WITH VENDOR MATERIAL (OVM)**

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WORKS CONTRACT MANAGEMENT DEPARTMENT

REGISTERED POST WITH ACK.DUE

<u>NOTICE INVITING TENDER</u>	
Tender Notice No	9890010E, DT: 03.06.2019.
Name of work	Fabrication, Inspection, Painting & Transportation of Steel boxes, Crates and frames to BHEL, Ranipet for transportation of Finished goods to 2x660MW Maitree Bangladesh project with Vendor material (OVM).
Type of tender	Open tender (Two part bid).
Period of contract	One year
Last date & Time for Receipt of the Tender	18.06.2019 at 14.00 hrs
Date of Technical bid Opening	18.06.2019 at 14.30 hrs on wards.
<i>(Please obtain updated information from the BHEL website about the latest applicable dates & other changes if any in the tender contents)</i>	
Date of Price Bid Opening	Bidders whose technical bids are found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid.
Place of submission of Tender	Tender Box placed in WCM Department (Engg. Building – Ground Floor (West side) , BHEL –BAP- Ranipet – 632 406.
Address on the Sealed Tender Cover to be:	DY. MANAGER / WCM DEPARTMENT, ENGG. BUILDING – GROUND FLOOR (WEST SIDE), BHARAT HEAVY ELECTRICALS LIMITED, RANIPET , VELLORE DISTRICT, TAMIL NADU– 632 406.
Venue of the Tender Opening	WCM DEPARTMENT
<u>Note:</u> 1. The Tender documents can be down loaded from BHEL website (http://www.bhel.com/tender/list_tender.php) and Govt. tender web site: http://tenders.gov.in/ and also in Central Public Procurement Portal (CPP) website: http://eprocure.gov.in/epublish/app 2. Interested bidders may alternately collect hard copy of tender specification documents at free of cost from WCM Dept. / BHEL / Ranipet on all working days (between 10.00 to 15.00 hrs) . 3. BHEL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever. Also BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the past. 4. All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the web pages (www.bhel.com > Tender notifications > view corrigendum) only and not in the news papers. Bidders shall keep themselves updated with all such developments.	

Bharat Heavy Electricals Limited
Boiler Auxiliary Plant, Ranipet- 632406
Section – I –Notice Inviting Tender

BHEL Invites offers from Various Suppliers for entering into Framework Agreement for fabrication, painting and supply & transportation of Export Quality Steel Boxes and Crates to BHEL Ranipet with **Vendor material as per BHEL Drawings, Quality documents and Technical Specifications.**

Instructions for offer submission:

- All documents as listed in the index sheet (Section-I to VIII and Annexure A-G).
- Vendors are advised to go through all the documents, Terms & Conditions detailed under Sections I to VIII and Annexures A to G carefully before submitting their offer.
- **Below mentioned documents will form part of the Techno-commercial Bid:**
 - Section II : Salient features & General Conditions of Contract
 - Section III : Rate schedule details and Bill of material
 - Section IV : Terms and Conditions
 - Section V : List of Raw material suppliers and consumable suppliers
 - Section VI : List of typical drawings
 - Section VII : Bill of quantity with material Specification
 - Section VIII : Quality documents
 - Annexure A : Bank Guarantee Format
 - Annexure B : Certification for MSE
 - Annexure C : Non-disclosure Agreement (NDA)
 - Annexure D : Integrity Pact
 - Annexure E : Declaration by the bidder
 - Annexure F : Details of Extra Rate
- Vendor is required to give their acceptance against Section I to VIII and Annexure A to F by signing all tender documents along with necessary supporting documents, wherever asked for, in the enquiry. Price bid of Vendors submitting the above mentioned documents only will be considered for further evaluation.

Integrity Pact:

- The Integrity Pact-Annexure ‘D’ is an integral part of this Tender. Vendors shall submit the dully filled and signed Annexure D along with other documents which form part of the techno-commercial offer.
- Any offer received without signature and stamp on Annexure-D will be rejected.
- “Integrity Pact” is applicable as per Govt. guidelines & all suppliers shall submit the Integrity Pact duly signed.
- 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 approval of CVC to oversee implementation of IP in BHEL:

Sl.no.	IEM	Address	Phone & E-mail
1	Mrs. Pravin Tripathi IA & AS (Retd.)	D-243, Anupam , Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi-110068	pravin.tripathi@gmail.com

The IP as enclosed with the tender (Annexure D) has to be submitted (duly signed by authorized

signatory who signs in the offer) along with offer. 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.

- Please refer Section 8 of Annexure D i.e. the IP for Role and responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.
- Sri J.M. Ganvir, AGM/WCM & Shipping (email id: jmganvir@bhel.in) will be the Nodal Officer for BHEL/Ranipet unit for receiving complaints, assigning centralized complaint number, and briefing to Independent External Monitors (IEM) for this tender and in conveying the decision of IEM to respective groups in the Unit.
- 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.

Corrigendum:

Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Revisions, etc. to Tender Specifications will be hosted in BHEL portal www.bhel.com. These will not be published elsewhere.

The bidder along with its associate/ collaborators/ sub- contractors/ sub-vendors/ consultants/ service provider shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

Fraud prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units/ Regions intranet.

For any clarification required in this regard, the Bidders may contact:

Deputy Manager / WCM,
WCM Department, BHEL-Ranipet.
Phone: 04172- 284698.
E-mail: mpcsekhar@bhel.in,

AGM/ WCM & Shipping
BHEL-Ranipet
jmganvir@bhel.in, 04172-284686

SECTION-IA**QUALIFICATION REQUIREMENTS (QR):**

S.NO.	DESCRIPTION	BHEL REQUIREMENT	BIDDER'S CONFIRMATION
1	Eligibility	a. Should have Similar work experience in General Fabrication work of structural steel items or in fabrication of power plant equipment. b. Average annual financial turnover should be at least Rs.39.95 lakhs during the last 3 years ending on 31st March 2018. c. Should have completed at least “1” work of value of Rs. 106.53 Lakhs. (or) “2” works of value of minimum Rs.66.58 lakhs each (or) “3” works of value of minimum Rs.53.26 lakhs each during the last 7 years ending on 31.05.2019. d. Certificates for Procedure Qualification Record (PQR) & welder's qualification records for similar work as per ASME Sec-IX, qualified by 3rd party to be furnished along with the offer.	
3	Document “Copies” to be submitted with tender.	a) LOA's of the works completed/ being executed.	
		b) Work Completion certificates for the LOA's referred.	
		c) Income Tax return filed for last 3 years (i.e. for FYs 2015-16, 2016-17 & 2017-18).	
		d) Certified Balance sheet and P/L account statement by the Auditor, for the last 3 years (i.e. FYs 2015-16, 2016-17 & 2017-18).	
Note: 1. Those who are unable to comply the above points / unable to provide any of the above documents shall be technically rejected and the price bid of the rejected offers will not be opened. 2. Vendor may visit the Plant before submitting the offer to know about the usage of the job and any information / clarification needed. 3. BHEL reserves its right to reject the tender on account of unsatisfactory past performance by the bidder in other projects awarded under different enquiry. 4. The work executed in the own name of the bidder only will be considered for similar works executed for meeting the eligibility criteria. 5. Offers of the Contractors/Suppliers, against whom, any unit of BHEL had initiated process for banning or already banned will summarily be rejected. 6. Offers of the Contractors/Suppliers, against whom, any unit of BHEL had initiated process for “Suspension of Business dealings” or already done will not be accepted. 7. The offer 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.			

Section II – Salient Features of NIT

1.0 BID EVALUATION: -

- 1.1 “Bids” shall be submitted in two parts namely (1) **Techno Commercial Bid** and (2) **Price Bid**.
- 1.2 Bids shall consist of all the documents as specified under Sl.No.1.6 of this Section. Offers to be submitted with necessary supporting documents, wherever asked for, in the enquiry.
- 1.3 This tender is for entering into a framework agreement with BHEL for **Fabrication, painting and supply of Steel Boxes and Crates to BHEL, Ranipet with Vendor’s material** for Maitree Bangladesh project.
- 1.4 Documents as per Sl.no.1.6 forms Part of Techno-Commercial evaluation forms Part I and Price bid as detailed in Sl.no.2.0 forms Part-II in NIT.
- 1.5 Vendors shall ensure all the documents are uploaded as per instructions below.
- 1.6 Techno-commercial bids/Part-1 offer shall comprise of following documents dully signed, with seal, and filled with required details by authorized person. Following documents form part of the Techno-commercial bid/PART-I offer.

Section/Annexure	Remark
Section II : Salient features and General Instructions	Firm shall read all terms and conditions techno-commercial bid carefully. Firm shall accept the terms and conditions of Section II to VIII and Annexure A to F in Part I offer. Vendor to agree to the terms and conditions as such without taking any deviations. After award of work, Rs. 2 Lakhs will be collected in terms FDR or BG towards performance guarantee from each successful bidder and will be refunded to the contractors on submission of final bill and elapse of guarantee period of Six months after submission of No demand certificate.
Section III : Rate Schedule	
Section IV : Terms & conditions of tender	
Section V : List of raw material and consumable suppliers	
Section VI : List of Indicative drawings	
Section VII : Bill of Material details	
Section VIII : Quality work instructions	
Annexure A : Bank Guarantee Format	
Annexure B : MSE Certificate	Firm shall completely fill the documents and authorized signatory shall sign the document with company seal wherever applicable. Vendor to agree to the terms and conditions as such without any deviations.
Annexure C : Non-disclosure Agreement	
Annexure D : Integrity Pact	
Annexure E : Declaration by the Bidder	
Annexure F : Applicable Rates for surface preparation & painting	

Apart from the above, all other Sections & Annexures of this tender shall be deemed to form an integral part of the Contract.

1.7 All tender documents should be duly signed by the authorized signatory on behalf of the contractor. Tenders must be submitted in sealed covers and should be addressed to DM / WCM, BHEL/BAP/RANIPET-632406, with full name and address of the tenderer and the name of the work being super scribed on the cover. Late offers & incomplete offers shall become liable for rejection.

1.8 The tender shall be submitted as given below.

- Cover-1 shall contain the techno-commercial bid (Page 1 to 42) and all relevant documents.
- Cover-2 shall contain only the price bid.(Part II Page 43)

Each of the above covers shall be super scribed with tender number, respective cover content detail as Technical bid, Price bid and with full name and address of the tenderer.

Finally, all the above two covers shall be put in one single large cover and super scribed with the tender number, due date, name of the work and with full name and address of the tenderer.

2.0 PRICE BIDS:

- 2.1 The rates in price bid shall be quoted in per MT basis only.
- 2.2 The rates quoted in price bid shall be filled by Vendor in figures. Vendor should write & match the price quoted in words and figures before submission of price bid to BHEL.
- 2.3 Price bid of Vendors who have been placed under interim suspension/ put under hold/ banned by BHEL will not be considered for evaluation.
- 2.4 Vendors shall quote their rate as per the format given in the BHEL price bid format only.
- 2.5 Vendors shall write their price (in words & figures) against each Rate Schedule. In case of mismatch in quoted price as given in figures and words, the price mentioned in words will be taken as final quoted price.

3.0 TENDER DUE DATE:

- 3.1 The completed offers should be submitted on or before 14:00hrs on **18.06.2019**. No offer will be entertained after the expiry of stipulated time/date. All the received offers shall be opened at 14:30 hrs on **18.06.2019** (on the same day).
- 3.2 Tenders not submitted in the prescribed forms or incomplete Tenders are liable for rejection.

4.0 EVALUATION OF TECHNO COMMERCIAL BID:

- 4.1 Only those firms who have submitted the offer as per BHEL tender conditions and submission of completely filled documents as mentioned in sl.no.1.6, shall be considered for evaluation and further processing. Vendors failing to submit the documents listed under clause no.1.6 with required data and in required format will not be considered for price bid (Part-2) opening.
- 4.2 Offers of vendors which are not techno-commercially qualified in PART-1 will be rejected and the same will be communicated to respective vendors with reasons for rejection.
- 4.4 **Offers with deviations in payment terms shall be rejected. No advance payment or LC payment shall be accepted, and offers with such payment terms shall be rejected.**
- 4.5 The offer submitted by vendor shall be subjected to evaluation as per the Eligibility of rate schedules and submission of required documents. Clarification required from vendors by BHEL, if any shall be furnished by vendors within the time specified and delayed responses beyond the stipulated time lines are liable to be rejected. Results of the evaluation process shall be intimated to all the vendors who have submitted the required documents as per terms and conditions stipulated in the tender documents.

5.0 SUSPENSION OF BUSINESS DEALINGS

- 5.1 It may please be noted that guidelines with respect to suspension of business dealings may undergo change from time to time and the latest one shall be followed. Offers of Vendors who have been banned or put under hold will not be considered for evaluation.
- 5.2 Offers of Vendors who engage the services of Vendors banned by BHEL shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com ---> Tender Notification - List of Banned Firms). Abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page" at the following link: http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13_abridged.pdf. The bidders will be governed by Suspension of Business Dealings guidelines, BHEL.

Section III – List of Rate schedules and Quantum of Materials

SL No	Description	QTY	Painting area per Item in Sq. Mtrs.	Total weight in MT	Indicative Material grade
1	STEEL BOX 3X2.5X1.5m CAPACITY 10MT	100	60	113.04	Refer indicative drawings
2	STEEL BOX 6X2.5X1.5M CAPACITY 20MT	100	120	198.66	Refer indicative drawings
3	STEEL BOX 12.5X2.5X1.5M CAPACITY 25MT	100	275	410.95	Refer indicative drawings
4	OPEN STEEL CRATE 12.5X2.5X2.0M CAPACITY 25MT	140	200	455.57	Refer indicative drawings
5	OPEN STEEL CRATE 12.5X2.5X2.5M CAPACITY 25MT	100	200	351.92	Refer indicative drawings
6	STEEL BASE FRAME 12.5X2.5M CAPACITY 25MT	50	75	87.60	Refer indicative drawings
7	STEEL BASE FRAME 13.6X3.7Mtrs CAPACITY 25MT	30	45	34.24	Refer indicative drawings
8	STEEL BOX 5.5X2.7X2.35M CAPACITY 20MT	30	150	62.98	Refer indicative drawings
9	STEEL BASE FRAME 9X2.5Mtrs CAPACITY 20MT	50	75	62.74	Refer indicative drawings
10	STEEL BOX(Crate) 10.5X3.6X2.5 Mtrs CAPACITY 25MT	100	300	357.71	Refer indicative drawings
		800 ± 20%		2135.40 ± 20%	

SECTION IV

Terms and Conditions

1.0 QUANTUM OF WORK:

- 1.1 The total tentative quantum envisaged for ordering through this Framework agreement / Rate Contract is around **800 Nos. $\pm$ 20%** with a total weight of **2,135.40 MT $\pm$ 20%** involving products specified in the above Section-III for Maitree project.
- 1.2 The entire quantum of work has been split into **10 Main rate** schedules with surface preparation (power tool cleaning) & painting cost shall be paid extra over and above the fabrication rate. The rate schedule wise weight breakup and bill of material are given in Section III & VII. The quantity indicated are tentative and may vary during the execution of the contract. **BHEL reserves the right to amend the quantity as per their requirement at any stage during ordering / execution stage of the contract.**

2.0 SCOPE OF WORK:

The broad scope of work in respect of all the rate schedules includes:

- 2.1 Procurement of all raw materials and consumables like electrodes etc., from BHEL approved sources as per Section V, as per the raw material Specifications / Quality documents as per Section VIII and quantities as per Drawings / GMS (Group Manufacture specification) issued by BHEL as per PO.
- 2.2 Fabrication of components as per BHEL drawings & contract agreement. To understand the nature, type & quantum of work content, a set of drawings are attached under Section VI.
- 2.3 Fabrication of components shall also be according to the drawings/Quality Plan (QP)/ Quality Work Instructions (QWI) / customer approved quality plans as listed under Section VIII.
- 2.4 Supplier to furnish raw material TC's along with the supply.
- 2.5 Surface preparation & Painting as per the quality documents as detailed in Section VIII.
- 2.6 Procurement of all materials, consumables etc. required for the completion and the dispatch of the jobs shall be as per Section V.
- 2.7 All handling charges till completion of fabrication & dispatch up to destination is in **Vendor's scope**.
- 2.8 All costs towards testing & inspection including customer/BHEL/BHEL nominated agency as per BHEL's QP/PO /Drawings and customer CHP, till obtaining of MDCC (wherever applicable).
- 2.9 Transportation of finished components up to BHEL / Ranipet and obtaining of acknowledgement from BHEL/Ranipet Shipping Dept.
- 2.10 The typical list of raw materials involved product / rate schedule wise is provided under Section VI for the information of vendors.
- 2.11 For the extra rate schedules refer "Annexure F".
- 2.12 The scope of work is further detailed in subsequent clauses.
- 2.13 For unloading of jobs at BHEL, Ranipet, crane facility will be arranged by BHEL at free of cost.

2.14 DETAILED SCOPE OF SUPPLY: The detailed scope includes,

- 2.14.1 Procurement of Raw materials and consumables, fabrication, painting & supply.
- 2.14.2 Dimensional inspection & MTC review as per BHEL drawings by BHEL/BHEL authorized representative. Only Class-I type measuring tapes & calibrated instruments shall be used for inspection.

- 2.14.3 Supplier to ensure dispatch of the items safely at the BHEL premises. Any requirement for safe handling & dispatches are in vendor's scope. No visual damage or paint peel off on the supplied items is acceptable.
- 2.14.4 Required equipment's for handling of raw materials, finished goods & transportation shall be arranged by Vendor.
- 2.14.5 Providing the necessary facilities, instruments, etc. for carrying out the inspection by BHEL/ BHEL nominated agency as per BHEL's Drawings is in Vendor scope.
- 2.14 **PAINTING & MARKING:** The finished product shall be cleaned and painted as per following details with paints procured from BHEL approved paint manufacturers list vide Section "V".

SI. No	Description	No. of coats	Scope	Total DTF
1.	<u>Outer Width Side of the steel Box*</u> Red oxide zinc phosphate primer (Alkyd Base) to ISI12744 DFT=30µm per coat	1 Coat	Done at fabrication unit Paint: Fab. Vendor scope	1(30)+2(20) =70µm
	Synthetic Enamel (long oil Alkyd) to IS 2932 Yellow shade No:356 of IS 5 DFT-20 microns/coat	2 Coats	Done at fabrication unit Paint: Fab. Vendor scope	
2.	<u>Left over sides of the steel Box</u> Red oxide zinc phosphate primer (Alkyd Base) to ISI12744 DFT=30µm per coat	2 Coats	Done at fabrication unit Paint: Fab. Vendor scope	2(30) =60µm

- 2.14.1 All surfaces to be painted will be thoroughly cleaned of all grease, oil, paint residues, welding splashes, loose mill scale, dust, rust and any other foreign matter. Mechanical cleaning by power tool and scrapping with steel wire brushes will be adopted to clear the surfaces. However, in certain locations where power tool cleaning cannot be carried out, sand scrapping may be permitted with steel wire brushes and/or abrasive paper. Cleaning with solvents will be resorted to only in such areas where other methods specified above have not achieved the desired results. Cleaning with solvents will be adopted only after written approval of BHEL. Sharp edges have to be rounded off. Contaminations caused by salts, acids and alkali solutions shall be eliminated by rinsing with water up to a pH value of 6-8. Soluble salt contamination is to be tested using the Weber Reilly test method (or similar approved) and pH is to be tested using universal indicator paper strips prior.
- 2.14.2 Identification of Structures shall be hand punched and stenciled. Vendor Code number alone shall be punched using letter punch and bordered suitably for identification. Machined surfaces and wherever the contact surfaces for bolting are made shall be protected with rust preventive oil. Weldable areas are to be applied with weldable primer. All painting works shall be part of Subcontractor responsibility, including cost of paints. However extra rates are applicable as per extra rate schedules. However, in case any complaint is received from BHEL shipping/Logistics regarding poor quality of product including painting issues, the concerned vendors shall be asked to rectify within a short time or else BHEL may arrange rectification through alternate agencies and recover from the vendor for all the connected expenditure involved in repair / rework. Vendors shall not absolve their responsibility even beyond normal warranty period, irrespective of the fact that the product had been inspected by BHEL/QC/AIA. If a proper painting process is followed, the painting should withstand for 5 to 8 years even if exposed to severe / corrosive atmosphere and hence vendors cannot absolve their responsibility even beyond normal warranty period, irrespective of the fact that the product had been inspected by BHEL/QC/AIA. In order to avoid such penalties, the vendors are advised to follow the established process of painting.

- 2.14.3 Two coats of yellow paint on both sides of the Box and Crates (i.e. Width sides of the Box and Crates).
- 2.14.4 Four lifting lugs should be painted with yellow colour.
- 2.14.5 Chain markings and Centre of Gravity marking should be provided on both sides of the Box and Crates i.e Lifting Lug sides –length wise.
- 2.14.6 Stenciling has to be done on both sides of the Box and Crates i.e on the width side of the Box where painting with yellow colour is carried out. Content to be stenciled is as given below:

**“BANGLADESH-INDIA FRIENDSHIP POWER COMPANY (Pvt.) LIMITED,
2X660 MW MAITREE SUPER THERMAL POWER PROJECT,
BANGLADESH EPC CONTRACTOR - BHARAT HEAVY ELECTRICALS
LIMITED, INDIA**

**DESTINATION:
SITE INCHARGE**

**2x660 MW MAITREE SUPER THERMAL POWER PROJECT,
PO-KALEKKHARBER, UNION- RAJNAGAR, UPAJILA-
RAMPAL, DIST: BAGERHAT-9343, BANGLADESH
CONTACT NO.: +8801678582823**

**PACKAGE NUMBER:
BHEL/MTR/BD/TRY/FBO/
NET WEIGHT:
GROSS WEIGHT:
DIMENSIONS (L x B x H):**

**CONTRACT NO. BIFPCL/EPC-MAIN PLANT/2016/01
PURCHASER: BIFPCL, BANGLADESH”**

- 2.14.7 Stenciling of BHEL emblem and Arrow mark has to be done on both sides of the Box and Crates.
- 2.14.8 As per drawing, Top side connecting channels should be tack welded.
- 2.14.9 Closing sheets should be kept below the box/crate during transportation to avoid bending.
- 2.14.10 Boxes should have visible type unbreakable glass window on both sides of the closed type boxes for custom inspection & Shall be marked as Inspection window by stenciling. The closed type boxes shall also be provided with a tray (size: 100mmx50mm) with screwing arrangement removing/holding packing slips.

B. RAW MATERIAL PROCUREMENT:

- 2.15 Raw materials are to be procured from the BHEL approved sources or respective material specification as indicated in the **Section – VII**. Raw materials can also be procured from other sources as per guidelines SIP:NP:14/00 (Refer Section VIII) or from BRAMAS (An association of industry cluster of Trichy) as per the applicable procedure– CIP 653/01 (Refer Section VIII).
- 2.16 Raw materials and paints are to be procured with relevant Test Certificate (TC) and these have to be submitted/produced certified copy of the manufacturer during inspection.
- 2.17 The system for storing and issuing materials shall be available with vendor for easy traceability.
- 2.18 Periodic audit of system of purchasing, storing and issue, etc. will have to be carried out by the vendors. BHEL will also audit the same.
- 2.19 For raw material substitutions requested by vendor if there is increase in weight, no cost escalation will be considered. Drawings/GMS shall not be revised.
- 2.20 Price Variation clause is applicable as per Clause ‘6’ is applicable for this Tender.

C. TRANSPORTATION:

- 2.21 The quoted rates for each of the Main rate schedules shall be on **“FOR BHEL Ranipet/Shipping basis”** including the cost of transportation, on **per MT basis**, for direct dispatch to BHEL, Ranipet.
- 2.22 The fabrication rates quoted for voluminous products shall include the relevant transport charges up to BHEL Ranipet considering “Volume load”. **All the consignments are envisaged for dispatch to BHEL Ranipet directly from vendor’s works. Vendors to quote accordingly.**

D. DELIVERY PERIOD:

- 2.23 Timely delivery is the essence of the Contract. BHEL has full right to divert the items to other suppliers for the vendors who are not meeting delivery schedule.
- 2.24 Vendors are expected to deliver finished goods rate schedule wise as given below:

Table-1

Sl.no.	Rate Schedule	Minimum Quantity (Nos.)	Delivery period
1	CRATES	10	1st lot of 10Nos. within 30 days after placement of PO/WO & subsequent lot there after within 30 days from the receipt of previous lot till PO completion in the same order.
2	BOXES	10	

- 2.25 The quantum ordered in a particular rate schedule will vary subject to availability of load with BHEL, tender ranking, Supplier performance rating of Vendor, spare capacity available with Vendor and previous pending BHEL order with Vendor. However, the ordered quantum per purchase order will not be less than the minimum quantum mentioned in Table-1.
- 2.26 Vendor is expected to procure the required raw materials within 20 days from the date of purchase order placement to execute the quantum envisaged in the purchase order.
- 2.27 Requirement of any particular schedule if needed will be conveyed to Vendor at least 10-days in advance & it’s the responsibility of the vendor to supply the particular type of boxes or crate on urgent basis as per requirement conveyed by BHEL.
- 2.28 Staggered requirement (if any) shall be informed separately from time to time to the vendor by BHEL after placement of PO. The finished components have to be dispatched as per the dispatch priority issued by BHEL.
- 2.29 In case the particular type of Box/crate is not required immediately, BHEL will have right to ask the vendor to hold the items till further clearance within the period of the contract.
- 2.30 Vendors have to arrange for dispatch of the finished goods either in Trucks or Trailer/ Hydraulic axles for safe delivery through their transport carriers. Safe delivery of the goods to BHEL-Ranipet is in the scope of the vendor. Any Deviation/ discrepancy of the materials received at BHEL Ranipet, if any shall have to be rectified or replaced by vendor. If the same is not rectified/replaced by the concerned vendor, the same will be rectified /replaced by BHEL and the cost incurred shall be recovered from the vendor.
- 2.31 Loading of finished goods on Truck / Trailer including packing, lashing wherever required for safe transportation is in the scope of the vendor.
- 2.32 Transit insurance is in the scope of Contractor only.
- 2.33 As soon as the dispatches are made, vendors have to submit DC and GST Invoice to BHEL.
- 2.34 Original BHEL Ranipet acknowledgement along with IR, DC, GST invoice and system generated online invoice (if any) along with other annexures also to be furnished to BHEL for processing the invoice.

- 2.35 Vendor should get their clarifications (wrt. Engg. drawings, Material substitutions, quality procedural clarifications) resolved at the earliest from the receipt of Drawing / PO. Any delays in on vendors part for raising query will have to be accommodated by the vendor within the PO delivery date.
- 2.36 The weights in Group Manufacturing Specification (GMS) shall be the basis for calculating the total requirement of raw materials for fabrication. However, vendor shall correlate all the drawings & GMS and take into consideration a suitable process allowance over and above this, for procurement of raw materials. For the purpose of billing as well as transport, the weight of GMS shall be the basis. Changes in the weight due to material substitution will be carried out by temporary DCN & GMS / PO will not be revised on account of this. However, weight changes due to design change shall be compensated by PO amendment, based on vendor request

3.0 EXTRA RATE SCHEDULES

- 3.1 Extra rate schedule for painting including Stenciling have been identified. This Extra rate is prefixed as indicated in Annexure F, shall be payable over & above the basic fabrication rates (finalized for Main fabrication schedules), wherever applicable. Accepting the Pre-fixed rates mentioned in Extra rate schedule is mandatory. The applicability of extra rate schedules shall be indicated in P.O.:

Table-2

Sl .No.	EXTRA RATE SCHEDULE	EXTRA RATE SCHEDULE DESCRIPTION
1	SPRS	PAINTING including Stenciling charges

- 3.2 During PO generation, the painting cost will be calculated by system, based on the surface area, painting scheme, Painting correction factor & individual component weight.

4.0 GST Compliance in respect of ensuring Input Tax Credit (ITC):

- 4.1 Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
- 4.2 All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- 4.3 A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
- 4.4 All documents like Test Certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
- 4.5 In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.

- 4.6 For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty (if any) will be deducted/recovered for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
- 4.7 Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.
- 4.8 In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.
- 4.9 Duplicate copy of the Invoice meant for the transporter should accompany the material as stipulated under CE Rules 52A and 172C OR 57CE.

5.0 INSPECTION:

- 5.1 Inspection shall be by BHEL and / or by BHEL appointed agency or persons authorized by BHEL. Vendor shall provide all facilities, calibrated instruments and standard gauges required for inspection free of cost.
- 5.2 The works are deemed to have been completed and accepted, only after the inspector / Agency/Agencies accept/approve the Inspection Report (IR).
- 5.3 Nevertheless, inspection and acceptance of the component does not absolve the responsibility of the vendors against any manufacturing defects noticed later.
- 5.4 BHEL representative from unit or CQ is authorized to carry out audits along with TPIA at Vendor's works before clearing the items for dispatch wherever required.

6.0 PRICE VARIATION CLAUSE (PVC):

- 6.1 The rates finalized shall be subjected to the price variation clause; Escalation/De-escalation in the raw material price is proposed to be compensated as per the PVC formula.
- 6.2 Escalated/ de-escalated price for each schedule will be calculated on weighted average method based on steel rate contract rates finalized by BHEL.
- 6.3 The following Price Variation Clause shall be applicable.
 - 1) BHEL Steel Rates published on the date of tender opening date shall be taken as the basis. The increase / decrease in the Rate for each of the schedules would be governed by the following formula:

PVC FORMULA

$$P_1 = P_0 + (S_1 - S_0)$$

Where

P₁ = Escalated / de-escalated price for each Schedule

P₀ = Contracted price for each schedule

S₁ = The Finalized Steel Rates of BHEL for Sheets, Plates & Structural 30 days from purchase order placement date (PO date + 30 days)

S₀ = The Finalized Steel Rates of BHEL for Sheets, Plates & Structural and latest Rates of Round Corners applicable on the tender opening date.

Note: For PO's placed through Urgent portal, PVC rate available on the PO date will be applicable.

7.0 Evaluation of Price bids:

- 7.1 The Price bid shall be valid for 2 months from the date of Part I opening.
- 7.2 Price quoted by vendors for Rate schedules in which they are not eligible will not be considered.
- 7.3 Rate Schedule wise rates (on per MT basis) shall be evaluated on “Landed cost to BHEL” basis as per the following formula –
 - **Landed cost = (Total cost (including material cost, Fabrication cost, transportation PER MT)) + Applicable Taxes net of ITC (GST-ITC)**
- 7.4 Taxes shall be paid extra over the “**FOR BHEL Ranipet /Shipping basis**” rates quoted.
- 7.5 The vendors quoting the lowest rates as per the above formula will be the successful bidder for the respective Rate schedules.
- 7.6 Wherever there is tie in L1 rate, revised offer shall be obtained from tied lowest bidders. In case of further tie in L1 rate, lot shall be made to find L1.
- 7.7 After counter offer acceptance, if there is tie for ranking position other than L1, then Lot shall be done to break the tie. Based on the outcome of Lot subsequent ranking will be revised. Load distribution shall be based on revised ranking.
- 7.8 The LOT process to break tie in tender ranking will be based DIP system. Final revised ranking shall be worked out based on the result of tie-breaking.
- 7.9 L1 rate of respective rate schedule shall be counter offered to eligible Vendors as per below mentioned procedure for counter offering.
- 7.10 Ordering on the successful bidder/s is/are proposed depending on the monthly spare capacity, pending orders of BHEL with vendor at the time of loading, quality and delivery performance of the vendor for each Schedule.
- 7.11 BHEL reserves the right to conduct Reverse auction.

8.0 COUNTER OFFERING PROCESS:

- 8.1 Number of Vendors to be considered for Counter offering process shall depend on the number of Vendors who have quoted in respective rate schedules. **The contract will be awarded to maximum 5 No. of vendors** against each rate schedule and BHEL reserves the rights to increase or decrease the no. bidders based on requirement.

L1 bidder for each schedule will be given a load of 30%. Balance 70% will be counter offered to L2 and above vendors in equal proportion in seriatim basis. In case, the counter offer will not be accepted by any vendor, that load will be given to L1 bidder based on his acceptance.
- 8.2 Post price bid opening, if the rates (as per the landed cost formula) quoted by the lowest bidder in one or more rate schedules is not acceptable to BHEL, then Lowest Bidder(s) (L1 Vendor in respective rate schedules) will be called for price negotiation process.
- 8.3 BHEL reserves the right to distribute the work to one or more vendors. As the quantum to be completed is high and delivery requirements are concurrent for Maitree project, BHEL shall counter offer the finalised L1 Rates (on Landed Cost basis) for Individual Rate schedules, to all other eligible, quoted vendors as per tender ranking.
- 8.4 Vendors may kindly note that the Counter-offer rates (finalized L1 Rates) shall be offered only to the vendors eligible for that Rate schedule.
- 8.5 Based on acceptance of counter offered L1 rate in various rate schedules by Vendor for each Rate Schedule, a Contract will be entered between Vendor and BHEL.

- 8.6 Delivery dates in the PO to be released will be decided by BHEL based on customer Contract requirement.
- 8.7 BHEL also reserve the right to re-float or cancel the entire enquiry proceedings partly or fully in case the negotiated rates are not within BHEL's estimation.
- 8.8 Performance monitoring of the supplier will be carried out periodically. This will be one of the main criteria for ordering.

9.0 VALIDITY

- 9.1 Framework agreement signed between respective Vendor and BHEL shall be valid for ordering up to a period of 12 months from the date of approval for ordering obtained from competent authority. However, validity of the Framework Agreement is subject to further extension with mutual consent of Vendors.
- 9.2 Validity of price bids will be **2 months from the** date of Techno-commercial/Part-1 bid opening.
- 9.3 BHEL reserves the right to reduce the contract period (pre-close the contract), with 15 days notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded,
if the contract is pre-closed for non-requirement of vehicle by BHEL.

10.0 ELIMINATION

- 10.1 Details of Vendors to be eliminated are as follows:

Rate Schedules for which the number of technically qualified bids received is between **1 to 10 vendors**—the Highest bidder H1 will not be considered for Counter offer.

Rate Schedules for which the number of technically qualified bid received is between **11 to 20 vendors**- H1, H2 will not be considered for Counter offer.

Rate Schedules for which the number of technically qualified bid received is between **21 to 40 vendors**- H1 to H5 will not be considered for Counter offer.

Rate Schedules for which the number of technically qualified bid received is between **41 to 100 vendors**-H1 to H10 will not be considered for Counter offer.

Rate Schedules for which the number of technically qualified bid received is more than 100 vendors – 15% of the highest bidder will not be considered for Counter offer.

If more than one vendor falls under H1, H2 or H3 etc., all the vendors shall be eliminated.

11.0 LOAD DISTRIBUTION:

- 11.1 Load distribution shall depend on the number of counter offer accepted vendors for each Rate schedule.
- 11.2 Load distribution in respective rate schedules is as follows:
Table-3

L1 bidder for each schedule will be given a load of 30%.

****Above mentioned quantum shall be awarded subject to availability of load with BHEL and based on the performance of the contractor including delivery. If the response of the bidders are less than 10, L1 bidder will get the 15% extra over and above the share of particular schedule.**

- 11.3 Balance load in each Rate schedule will be distributed among Vendors accepting the counter offered rate in respective rate schedule subject to availability of load with BHEL, tender ranking, Supplier performance rating of Vendor, spare capacity available with Vendor and previous pending BHEL order with Vendor.

- 11.4 Inability of Vendors to fabricate minimum quantity mentioned in Table-3 within the validity of the contract due to any reasons not pertaining to BHEL will be termed as Vendors failure to execute the contract. Suitable action against Vendors will be taken as per BHEL corporate procedures and Vendors pending payments shall be withheld and/or their BG may be invoked to cover the liabilities of BHEL towards risk purchase, if any. In such case, the liability of Vendors w.r.to risk purchase shall be limited to the quantity mentioned in above table.
- 11.5 In the event of L1 rates counter offered are not accepted by any other eligible subcontractors, the entire order quantity for the particular RS shall be offered to L1 subcontractor. In such case, the liability of L1 subcontractor w.r.to risk purchase shall be limited to the quantity accepted by the Vendors or the minimum quantity mentioned in Table-3, whichever is more.
- 11.6 If Eligible contractors, as per Tender ranking in respective rate schedules, are ready to accept more than the minimum quantity as specified above, the same shall be loaded on them considering the availability of load, load in hand, potential to execute etc. In such case, the liability of contractor w.r.to risk purchase shall be limited to the quantity accepted by the Subcontractors or the quantity mentioned in Table-3, whichever is more.

12.0 PURCHASE ORDER CANCELLATION

- 12.1 Vendors will have to acknowledge the PO within 7 days from the date of release of PO, otherwise BHEL has the right to cancel the PO. If VENDOR does not respond/acknowledge the PO, then it will be deemed that Vendor has accepted the purchase order.
- 12.2 After PO acknowledgment if vendor gives request for cancellation of PO within a month, loading will be suspended for next 2 months.
- 12.3 In case of full PO cancellation: If vendor gives the request for PO cancellation after one month of PO but before PO delivery date, loading will be suspended for further 3 months.
- 12.4 In case of partial PO cancellation within PO delivery date, Loading will be stopped for 4 months.
- 12.5 Cancellation of partial/full PO after PO delivery date - LD/Penalty will be recovered for the delayed period on entire PO value and further, loading will be stopped for 4 months. Delayed period will be from the PO date to PO cancellation date. BHEL has the right to get the left items ordered elsewhere with notice to the vendor; at the risk and cost of the vendor and the additional expenditure / difference in Cost, if any, including consequential cost shall be recovered from the defaulted vendor.
- 12.6 Vendor is expected to procure the required raw materials within 20 days from the date of purchase order placement to execute the quantum envisaged in the purchase order. BHEL has the right to divert/cancel the order if the vendor has not procured raw materials as mentioned above. Purchase order placed on steel mills and with proper payment voucher/proof will be considered for not cancelling the PO by BHEL. The submission of data by vendor for DB clearance by BHEL/QC shall be the proof of procurement. This is to avoid delay in project schedule due to delay in raw material procurement by vendors.
- 12.7 If a Vendor rejects a PO/does not respond for PO acceptance (within seven days) consecutively three times or more, then Vendor will not be eligible loading in all the rate schedules for 6 months.

13.0 QUALITY / TECHNICAL REQUIREMENTS:

- 13.1 Supply of the components should strictly conform to dimensions and tolerances indicated in the Drawings.
- 13.2 Welding to be carried out as per ASME Sec-IX
- 13.3 Electrodes shall be as Drawings/approved vendors.

- 13.4 Adequate facilities like welding equipment's, baking oven, handling facilities and measuring instruments duly calibrated as called for by us must be available. All the above equipment's must be under working condition and the same is to be made available to BHEL Officials or their authorized agents if requested for verification.

14.0 PROGRESS REPORT:

- 14.1 The vendor shall mail their completion plan and progress report from time to time as and when required by BHEL.
- 14.2 The submission, receipt and acceptance of such reports shall not prejudice the rights of BHEL, under the contract nor shall operate as estoppels against BHEL, merely by reason of the fact that they have not taken notice of or objected to any information contained in such reports. Action as deemed fit would be taken if the progress of work is not satisfactory.

15.0 MSE PREFERENCE & DOCUMENTS:

- 15.1 In line with Gazette notification issued by Ministry of Micro small and medium enterprises on MSE suppliers, the following special provisions shall be applicable.
- i. 20% of the tendered value is earmarked for MSE suppliers in this tender.
 - ii. If L1 vendor (or) Counter offer accepted vendor/s is from a Micro / Small enterprise which put together covers 20% of the total tendered value, the 20% earmarking provision is not applicable.
 - iii. Out of the 20% tendered value reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. In event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 4% sub-target for procurement ear-marked MSE owned by SC / ST entrepreneurs shall be met with other MSE enterprise/s.
 - iv. In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately, provided the available quantum is splittable.
 - v. In case the available quantum is non- splittable/ not envisaged for splitting as per tender, and if a non-MSME vendor becomes L1, and MSME vendor also participates in the tender, the MSME vendor will be given preference for ordering the available quantum provided the MSME vendor quoted price is within L1 + 15%, and if the MSME vendor accepts the L1 rate.
 - vi. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with CA certificate or Udyog Aadhar Memorandum (UAM) along with CA certificate (Format enclosed as Annexure B where the deemed validity of EM II is over) applicable for the relevant year (latest audited). Date to be reckoned for determining the deemed validity will be the last date of technical bid submission (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for the enquiry if any deficiency in the above required documents is not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazette officer. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.
 - vii. In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL.

viii. In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like tendered items being a system, tendered quantity being low etc., then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1.

15.2 Definitions of MSEs owned by SC/ST is under:

- i. In case of proprietorship firm, proprietor must be SC/ST.
- ii. In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
- iii. In case of private limited companies, at least 51% share must be held by SC/ST promoters.
- iv. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.

15.3 Authorized to Issue SC/ST certificate:

- I. District Magistrate/Additional District Magistrate/Collector/Deputy commissioner/ Additional Deputy Commissioner /Deputy collector/1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/Executive magistrate/Extra Assistant commissioner.
 - II. Chief Presidency magistrate/Additional chief presidency magistrate/Presidency magistrate.
 - III. Revenue Officer not below the rank of tehsildar.
 - IV. Sub-Divisional officer of the area where the individual and / or his family normally resides.
- To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

16.0 PAYMENT TERMS:

16.1 100% Payment shall be made through electronic mode by EFT/RTGS within 30 days from the date of submission of bill for the items supplied along with Shipping /BHEL/Ranipet acknowledgement requisite documents in original. The bills shall be submitted after supply of Min. supply qty. of 10 Nos. against each schedule or for the balance PO quantity.

16.2 Vendor should ensure that the following documents are submitted for bill processing to avoid any delay in processing of payment.

OVM – Ranipet Dispatch

- a. Invoice – duly signed by vendor with seal
- b. Invoice Annexures - duly signed by vendor with seal
- c. GST Invoice – Original for RECEIPT and Duplicate for transporter copies - In vendor letter head (Values to be checked with B2B tax invoice template)
- d. Original IRs – with relevant painting/SB remarks and ODC details (if applicable) - duly signed by BHEL QC inspector and vendor with seal
- e. Original DCs – duly signed by vendor with seal
- f. Original LR

16.3 The concessions/ subsidies as applicable to MSE vendors as per Govt. guidelines subject shall be Extended to eligible MSE vendors subject to submission of valid documents.

17.0 LIQUIDATED DAMAGES / PENALTY:

17.1 If staggered delivery is indicated in the PO, LD will be levied on the undelivered portion. Liquidated damages at the rate of 0.5% of the undelivered portion value of the Purchase order

item value for each week or part thereof beyond the specified delivery period will be levied subject to a maximum of 10% of total PO Value (max 11.8% of PO value i.e. 10% plus applicable GST of 18%) without prejudice to any other relief or compensation to BHEL, under any other condition of the contract and applicable laws.

- 17.2 For the PO's indicated No staggered delivery. In case of single delivery indicated in the PO: Where the vendor supplies the finished goods beyond the specified delivery period, liquidated damages at the rate of 0.5% of the total value of the Purchase order for each week or part thereof will be levied subject to a maximum of 10% of the total purchase order value (max 11.8% of PO value i.e. 10% plus applicable GST of 18%) without prejudice to any other relief or compensation to BHEL, under any other condition of the contract and applicable laws.
- 17.3 GST at prevailing rate is applicable on LD amount. Credit note will be issued by the vendor indicating the respective supply invoice.
- 17.4 Delivery Extensions shall not be entertained for normal cases unless there are delays which have justifiable reasons not attributable to Vendor. In case of amendment in PO, LD will be calculated as per the amended PO.
- 17.5 Invoices received without any request for delivery extension and or without proper justification, LD will be automatically deducted.
- 17.6 In such cases where the reasons for delay (before PO delivery date) are attributable to BHEL, the vendors are expected to send a request for delivery extension (within PO delivery date) along with supporting documents & justification, indicating the number of days/ date till which extension is required. (Beyond this date, extension shall not be made). Also Vendor has to opt 'YES' for delivery extension required in B2B. In case of no response it will assumed that delivery extension is not required.
- 17.7 Delivery extension if any, should be obtained before Invoice creation in B2B. Once bill has been submitted & posted, deferred payment amount (max 11.8 % of PO value) will be withheld until full PO completion & delivery extension completion. Any financial implication on account of delayed delivery shall be borne by the Vendor.
- 17.8 In case of any revision/ amendment of PO, the LD shall be linked to the amended/revised PO value.
- 17.9 The defaulted vendor shall be liable for any loss, which BHEL may sustain by reason of such risk purchases in addition to liquidated damages as mentioned above.
- 17.10 In case of LD recovery, the applicable GST shall also be recovered from the suppliers.

18.0 ACTION AND COMPENSATION IN CASE OF BAD WORKMANSHIP:

- 18.1 If any work has been executed with unsound, imperfect or bad workmanship or with materials of inferior quality, the fabricator shall on demand in writing from BHEL specifying the work, materials/articles complained of, notwithstanding that the same may have been passed, certified and paid for, forthwith, rectify the work so specified in whole or in part as the case may require, at their own cost and in the event of his failure to do so within reasonable period, BHEL will rectify or remove and re-execute the work at the risk and expense of the vendor.
- 18.2 BHEL will have general supervision and direction over the work. BHEL has the authority to stop the work, whenever such stoppage may be necessary to ensure the proper execution of the contract.
- 18.3 BHEL shall also have the authority to reject all the work, which does not conform to the specification, to direct the application of forces to any portion of the work as, in their judgment is required, and order the force increased or diminished and to decide on matters which arise in the execution of the work.

18.4 BHEL reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute, the fabricator may appeal to BHEL whose decision shall be final and binding.

19.0 SUBLETTING:

19.1 The vendor shall not sublet or assign this work or any part thereof without the prior written permission of BHEL. In the event of the vendor subletting or assigning this work or any part thereof without such permission, BHEL shall be entitled to cancel the Order and execute the same elsewhere at the risk and cost of the vendor and the vendor shall be liable for any loss or damage which BHEL may sustain in consequence of such event. Further BHEL has the right to cancel the PO's placed on such vendor/s and suspend the business dealings with such vendor/s as per the policy of BHEL. The vendors who are falling under highest bidder category shall not be considered.

20.0 VENDOR PERFORMANCE RATING:

20.1 Quality, right at the first time and delivery in time are the essence of the contract.

20.2 Based on the site feedback on the quality of the finished goods received, delivery performance and service rendered; a General Feedback on the Performance will be sent to vendors or hosted in B2B system. Vendors are required to take note of the deviations enumerated in this and improve their performance in subsequent dispatches. Vendors, whose performance is poor continuously, are liable to be delisted and no orders shall be placed on them.

21.0 LOADING FOR URGENTLY REQUIRED ITEMS:

21.1 On many occasion the items covered under the Rate contract becomes critical due to various reasons like loss/shortage /damage during erection at site or emergency requirement of spares or due to cancelation of POs placed on other vendor due to delivery delays etc. In order to cater to such urgent requirements of customer or site, this tender and subsequent Rate Contract envisages loading of urgently required items as per a transparent system explained below:

21.2 Whenever an urgent requirement arises, the list of such items with rate schedule, quantity, required delivery date in no. of days along with relevant GMS/material lists, painting scheme will be intimated. Number of days given in the urgent required items will be based on the site / customer requirement. The number of days given will vary from PO to PO. This is to avoid the unrealistic quotation of vendors.

21.3 The vendors quoting lesser delivery date than the prescribed number of days given by BHEL, shall not have any special preference. BHEL specified delivery period will be considered.

21.4 The vendors eligible for the products/rate schedule alone are eligible to quote. Wherever applicable, only those vendors approved by BIFPCL for Maitree project shall be allowed to participate in the urgent loading.

21.5 Offers should be submitted within the time limit specified by BHEL. Delayed offer shall not be considered.

21.6 The vendor who have pending POs with delivery overdue and or those do not have valid BG on the date of "invitation of bids" shall not be eligible to quote.

21.7 The "delivery bids" submitted through the system shall be opened on the specified date /time (in the presence of vendors) and the vendor/vendors who have accepted our delivery dates shall be considered for ordering based on the tender ranking, pending load and vendor's capacity. In such cases, PO delivery will be the delivery quoted by the respective vendors.

- 21.8 In case all vendors give the delivery dates beyond BHEL specified delivery dates, the best delivery date of the vendors will be considered based on best delivery date, the tender ranking, pending load and vendor's capacity.
- 21.9 The ordering "through urgent load portal" does not affect the regular loading on the same vendors. Thus the quantity loaded through urgent loading portal is an incentive for the performing vendors.
- 21.10 In case of Urgent Loading, delivery beyond the PO delivery date shall attract LD applicable as per NIT. If vendor unable to execute the urgent load PO within the delivery date, the loading of urgent POs on the vendor will be in hold for 90 days from the failed PO delivery date for urgent portal. This is to deter the vendors quoting unrealistic delivery and thus depriving the opportunity for genuine vendors.
- 21.11 All others terms and condition including the rate /MT shall be same as the rate contract. Destination shall be BHEL, Ranipet.
- 21.12 A system is designed to automatically block the vendors having "POs with delivery order due" from bidding under Urgent Load Portal. However, in case the "delivery overdue PO" is due to reasons attributable to BHEL, the concerned vendors shall inform the same to BHEL to remove the block.
- 21.13 When the quantity involved is considerable, BHEL specifies the delivery requirement and all the eligible vendors are allowed to quote the quantity they can execute within the BHEL specified delivery. Based on the quantum demanded by the vendors, the available load is distributed to all or as many vendors as possible. While distributing the load, the vendor having least pending orders will be given preference, besides considering their tender ranking, capacity of the vendor & past delivery performance. Vendor having pending POs with overdue delivery shall not be considered for subsequent ordering till the overdue PO is completed. All conditions of urgent portal will be applicable for this clause also.

22.0 CONFIDENTIALITY OBLIGATION:

- 22.1 All the documents of BHEL (inclusive of Drawings, GMS and Standards) made available to the vendor should be kept in strict confidence and under no circumstance be made available to others or allow others to make use of them. Such documents should be returned to BHEL after completion of the work ordered and also as and when BHEL demands.
- 22.2 The above **CONFIDENTIALITY CLAUSE** is binding on the employees of the vendors also. Any contravention will be viewed very seriously and may include cancelling the contract or legal action on the vendor.

23.0 RISK PURCHASE /PENALTIES /ABNORMALLY LOW BID:

- 23.1 In case any Vendor does not execute the orders within the PO delivery or mutually agreed extended delivery date, BHEL may cancel the PO partially or completely. Completely or partial cancelled quantum will be executed through other eligible Vendors at the Risk and cost of the Vendor, who has failed to execute the purchase order. Expenditure involved, if any will be recovered from the bills or from any amount due to the Vendor, who has failed to execute the purchase order/contract.
- 23.2 Vendors are cautioned that, withdrawal after price bid opening or after contract signing or PO/LOI acceptance will be construed as tampering with BHEL's tender process. Suitable action for suspension of further business with the vendor may be taken as per BHEL corporate procedures.
- 23.3 Vendors pending payments shall be withheld and/or their BG may be invoked to cover the liabilities of BHEL towards risk purchase, if any.
- 23.4 The supplier shall be liable for any loss which BHEL may sustain by reason of such risk purchases in addition to liquidated damages as detailed under LD clause.

- 23.5 It may please be noted that guidelines/rules in respect of suspension of business dealings', 'Vendor evaluation format' etc. may undergo change from time to time and the latest one shall be followed.
- 23.6 Abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page" at the following link: http://www.bhel.com/vender_registration/vender.php (Guidelines for suspension of business dealings with suppliers/ contractors).
- 23.7 A bid may be considered as abnormally low bid if (i) the bid price by the L-1 is lower by 30% (or more) than the indent estimate against Open tender and (ii) the difference between L-1 and L-2 bid price is more than 10% of the estimate. BHEL reserve the right to reject such abnormally low bids.**

24.0 VENDOR INFORMATION SYSTEM (VIS) COMMUNICATION:

- 24.1 BHEL will establish communication with our Vendors through **Vendor Information system**. Most of the mass communications are sent through VIS and hence vendors are advised to access VIS regularly.
- 24.2 Vendors are required to have Internet connectivity.
- 24.3 Vendors are required to access our web site on a regular basis.
- 24.4 Before commencing the job, latest GMS, Quality Plan applicable to the project or PO is to be ascertained, through the VIS portal. All the Quality records are to be referred from VIS portal.

25.0 OTHER CONDITIONS:

- 25.1 Partnership firms should have the latest Form-A (Rule 5) Declaration issued by Registrar of Firms and the copy of the same should be produced at the time of signing of the Contract.
- 25.2 BHEL, Ranipet never enters in to any agreement or never gives any undertaking or Power of Attorney to any Bank/s in relation to the Bill discounting facilities availed/ to be availed by its various vendors. BHEL, Ranipet has no obligation what so ever, directly or indirectly, to any Bank/s in relation to the Bills received by BHEL, Ranipet excepting payment of the same as authorized by the vendors at the time of entering into the contract, subject to the conditions for honoring the Bills provided in the contract and BHEL does not recognize any charge on the proceeds of the Bill. If any Bank initiates any legal action against fabricator/s in relation such facilities and includes BHEL a party in the said dispute, all legal expenses, cost and any other losses thereof shall be recovered from the concerned vendors.
- 25.3 All the Statutory Obligations such as ESI, PF, Labour Acts, Factories Act, GST, etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid with notice to the vendor and recovered from any pending / future bills.
- 25.4 All Safety Precautions and use of Safety Equipment's are to be followed while carrying out the fabrication and Dispatch of the same. The vendor must have proper tools and handling equipment's. There should always be a responsible person available to oversee the operation and compliance of safety regulation etc. If any non-compliance with respect to proper safety conditions/requirements, BHEL may withhold visit/inspection, instruct stoppage of work till such time the desired safety requirements/conditions are met with.
- 25.5 Non-Disclosure Agreement (NDA) forms part and parcel of the Contract. Non-submission of NDA will disqualify the firm. Format of the agreement is part of the techno-commercial bid. The same has to be downloaded from EPS and to be uploaded by subcontractors in EPS during submission of Bid as a confirmation to accept the provisions of Non-Disclosure Agreement (NDA).

- 25.6 Vendors are required to equip themselves with communication facilities like Telephone, internet and e-mail, etc. BHEL will have the right not to consider those vendors who do not equip themselves with these facilities.
- 25.7 The vendor shall be responsible for mismatch of components if any noticed at site during erection. Any rework shall be carried out by vendor at their cost and risk including transport, if necessary.
- 25.8 All clarifications pertaining to techno-commercial conditions of the tender shall be sought before submitting the offer. No claim for increase in rates will be entertained by BHEL.
- 25.9 **DEFINITIONS:** Throughout these conditions and in the specifications, **“THE CONTRACTEE”** means the **Bharat Heavy Electricals Limited**, acting through the Additional General Manager/WCM & Shipping, Ranipet unless the context otherwise provides **“THE CONTRACTOR/VENDOR ”** means the person, firm, vendor or company with whom the Purchase Order under this contract is placed and shall be deemed to include the Contractor’s successors (approved by the Contractee) representatives, heirs, executors and administrators as the case may be unless excluded by the terms of the Contract. **“DRAWINGS”** means the drawings exhibited or provided for the guidance of the Contractor by the Contractee.
- 25.10 **EXECUTION:** The whole contract is to be executed in the most approved substantial and workman like manner to the entire satisfaction of the Contractee, or the Inspecting Officer who shall have power to reject any of the Structural which he may disapprove; and his decision thereon and any question as to the true intent and meaning of the specifications of drawing or of the work necessary for the proper completion of the contract, shall be final and conclusive. The contractee may require alteration if any to be made during the progress of work and should these alterations be such that either party to the contract considers as an alteration involving change in cost such alteration shall not be carried out until amended cost have been submitted by contractor and accepted by the Contractee. Should the Contractor proceed to work without obtaining the consent of the Contractee in writing to an amended cost of work the Contractor shall be deemed to have agreed to execute the work at such charges as may be considered reasonable by the Contractee.
- 25.11 **FORCE MAJEURE:** If any time during the continuance of this Contract the performance in whole or part by either part of any obligation under this contract shall be prevented or delayed by reasons of war, hostilities, acts of public enemy, civil commotions, sabotage, fires, floods, explosions, epidemic quarantine restrictions or acts of God (herein referred to as events), provided the notice of the happenings of any such events is given by either party to other party within 21 (Twenty one) days from the date of occurrence thereof, either party shall by reason of such event not be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as possible after such event has come to an end or ceased to exist and the decision of the Contractee as to whether such event has come to an end or has ceased exist shall be final and conclusive. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Contractee subject to prompt notification by the Contractor to the Contractee of the particulars of the events and supply to the Contractee if required of any supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining work schedules.
- 25.12 **TERMINATION OF CONTRACT/RISK PURCHASE:** If as a result of difficulty in procurement of materials which is justified with proper documentary evidence and BHEL’s concurrence or due to force majeure reasons or any other reasons whatsoever the contractor is unable to keep the delivery

Schedule of the Contractee, the Contractee to the extent considered necessary may grant extension of time. Should there be delay in work, beyond the extended date of delivery, it shall be open to the Contractee to terminate the contract in part or full and make other arrangements for executing work elsewhere at the cost and risk of the Contractor. Any cost implication towards such alternate procurement shall be recovered from the Contractor.

25.13 **INTERPRETATION:** The Contractee shall decide any dispute or difference of opinion in respect of the interpretation, effect or application of this particular condition of the Contract or the amount recoverable hereunder from the contractor and the decision shall be final and conclusive.

25.14 **BOOK EXAMINATION CLAUSE:** The Contractor shall whenever required produce or cause to be produced for examination by any Officer of the Contractee authorized in that behalf, any cost or other account book or account voucher, receipt letter, memorandum, paper or writing or any copy extract from any such document and also furnish information and returns verified in such a manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract (the decision of such officer of the Contractee on this question or relevancy of any documents, information or return being final and binding on the Parties). The obligation imposed by this clause is without prejudice to the any other obligation under the contract / purchase order or under any statutes/ rules or orders binding the contractor. The contractor shall if the authorized officer or the Contractee so required (whether before or after the prices have been finally fixed), afford facilities to the officer of the Contractee concerned to visit the contractors works for the purpose of examining the process of manufacture and estimate or ascertaining the cost for production of the articles, if any portion of the work be carried out by a sub-contractor of any subsidiary of an allied firm or company, the authorized officer of the Contractee shall have power to secure the books of such sub-contractor, or any subsidiary or allied firm or company shall be open to his inspection.

25.15 **SET OFF CLAUSES:** "BHEL shall have the right to recover any money which in the sole opinion or BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract".

"Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/or delay, time shall be the essence of the Contract."

Notwithstanding anything contained herein, the payment shall be subject to the deduction of any amount for which the vendor is liable directly or indirectly under this contract or any other contract of the vendor or any other vendor's contract where the proprietor/any of the partners /directors of the present vendor is/are proprietor/director/s /partner/s, in respect of which BHEL, Ranipet is a Contractee".

25.16 **LAWS GOVERNING THE CONTRACT:** The Laws of Government of India in force shall govern the Contract. Irrespective of the place of the execution of the Contract /place of payment under the contract, the contract shall be deemed to have been made at the place at which the acceptance of the offer has been issued.

25.17 **JURISDICTION OF THE COURT:** The Courts at Ranipet, Tamil Nadu alone shall have jurisdiction to decide any dispute arising out of or in respect of the contract.

26. **GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION**

BHEL reserves the right to go for reverse auctioning among the technically qualified bidders who have been sort listed after technical bid evaluation. “BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno commercial evaluation. All bidders to give their acceptance for participation in RA. **Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.**

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.”

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid. The envelope sealed price bid of successful L1 bidder in RA shall also be opened after RA and the order will be placed on lower of the two bids.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid, the bidder will be issued a warning letter to this effect. However, if the bidder repeats again it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors.

TERMS & CONDITIONS OF REVERSE AUCTION

Against these works at BHEL, Ranipet shop floors may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

- a. The proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- b. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- c. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
- d. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- e. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- f. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- g. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, GST and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
- h. Reverse auction will be conducted on scheduled date & time.
- i. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- j. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.

- k. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
- l. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
- m. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
- n. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- o. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process. In case of tie for H1 bid (identical online sealed bids), 15 minutes additional time shall be provided and all the participating bidders shall be informed by mail/ message on bidding screen to enable bidders submit revised online sealed bids so as to break the tie.
- p. BHEL reserves the right to negotiate with the L1 tenderer emerged out of Reverse Auction if the L1 amount is more than the estimated amount.
- q. For more details, please visit our BHEL website <http://www.bhel.com> (Revision of 'Guidelines for Reverse Auction', issued on 26.09.2016.)

27. Arbitration:

- i) All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred and resolved by an Arbitrator nominated by the Unit Head of BHEL, Ranipet
- ii) The venue of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience in such a place or places discretion.
- iii) The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.
- iv) The Contractor shall, not with standing any disagreement, dispute, protest, request for arbitration, court or other proceedings, continue to perform the Services in accordance with the determinations, instructions and clarifications of BHEL.

Subject to the above, the appropriate court in Ranipet shall have the exclusive jurisdiction over any disputing arising out of or in connection with this Contract.

28. Discrepancy in "words" & "Figures":

- a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

29. GUARANTEE OF FABRICATION AND PAINTING :

The contractor shall warrant that the conversion work comply fully with the drawings and other Technical conditions. If the jobs are found defective owing to faulty workmanship/Incomplete work within a period of Six months from the date of dispatch from the contractor's works, the contractor shall make good of it/replace the same free of cost. Alternatively, the rework/replacement charges will be recovered from the contractor.

30. **PERFORMANCE GUARANTEE:** Rs. 2 Lakhs (in the form of Bank Guarantee-BG or Fixed term Deposit-FDR) shall be collected from the successful tenderer towards Performance guarantee.

31. RETURN OF BG or FDR :

If the Contractor performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute **"No Demand Certificate"** in the prescribed form and returns properties belonging to BHEL handed over, lent or hired by him for carrying out the said works, Security Deposit will be released to the Contractor after deducting all cost of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.

For and on behalf of
AGM / WCM & Shipping
BAP, Bharat Heavy Electricals Limited, Ranipet-6

SECTION VII

BILL OF MATERIALS FOR STEEL CRATES AND BOXES

S.No	schedule	Material description	Specification	Unit	Qty	Indicative %
1	STEEL BOX- 1-35-390-25157	ISA 50x50x6	IS2062Fe410A	MT	0.082	7.25%
		ISA 65x65x6	IS2062Fe410A	MT	0.0522	4.62%
		ISMC 125x65	IS2062Fe410A	MT	0.1643	14.53%
		ISMC 250x82	IS2062Fe410A	MT	0.2065	18.27%
		ISMC 200x75	IS2062Fe410A	MT	0.1505	13.31%
		ISMC 150x75	IS2062Fe410A	MT	0.1076	9.52%
		PLATE 10	IS2062Fe410A	MT	0.0181	1.60%
		SHEET 1.6	IS1079Fe330	MT	0.3335	29.50%
		SHEET 2	IS1079Fe330	MT	0.0013	0.11%
		TUBE DIA 73x9.53	IS106GrB	MT	0.0145	1.28%
		Total weight of each steel box			1.1305	100.00%

S.No	schedule	Material description	Specification	Unit	Qty	Indicative %
2	STEEL BOX-1-35-390-25159	ISA 50x50x6	IS2062Fe410A	MT	0.1665	8.38%
		ISA 65x65x6	IS2062Fe410A	MT	0.0522	2.63%
		ISMC 125x65	IS2062Fe410A	MT	0.2998	15.09%
		ISMC 200x75	IS2062Fe410A	MT	0.251	12.63%
		ISMC 250x82	IS2062Fe410A	MT	0.412	20.73%
		ISMC 150x75	IS2062Fe410A	MT	0.1794	9.03%
		PLATE 10	IS2062Fe410A	MT	0.0181	0.91%
		SHEET 1.6	IS1079Fe330	MT	0.591	29.74%
		SHEET 2	IS1079Fe330	MT	0.0027	0.14%
		TUBE DIA 73x9.53	IS106GrB	MT	0.0146	0.73%
		Total weight of each steel box			1.9873	100.00%

S.No	schedule	Material description	Specification	Unit	Qty	Indicative %
3	STEEL BOX-1-35-390-25161	ISA 50x50x6	IS2062Fe410A	MT	0.3467	8.44%
		ISA 65x65x6	IS2062Fe410A	MT	0.0523	1.27%
		ISMC 125x65	IS2062Fe410A	MT	0.5839	14.21%
		ISMC 200x75	IS2062Fe410A	MT	1.0461	25.46%
		ISMC 300x82	IS2062Fe410A	MT	0.9089	22.12%
		PLATE 10	IS2062Fe410A	MT	0.0213	0.52%
		SHEET 1.6	IS1079Fe330	MT	1.1301	27.50%
		SHEET 2	IS1079Fe330	MT	0.0056	0.14%
		TUBE DIA 73x9.53	IS106GrB	MT	0.0146	0.36%
		Total weight of each steel box			4.1095	100.00%

S.No.	Schedule	Material description	Specification	Unit	Qty	Indicative %
4	STEEL OPEN CRATES 1-35-390-30655 (End cover on both sides)	ISA 50x50x6	IS2062Fe410A	MT	0.309	9.50%
		ISA 65x65x6	IS2062Fe410A	MT	0.0617	1.90%
		ISMC 125x65	IS2062Fe410A	MT	0.5838	17.94%
		ISMC 200x75	IS2062Fe410A	MT	1.2467	38.32%
		ISMC 300x82	IS2062Fe410A	MT	0.9089	27.94%
		PLATE 10	IS2062Fe410A	MT	0.0212	0.65%
		SHEET 1.6	IS1079Fe330	MT	0.1076	3.31%
		TUBE DIA 73x9.53	IS106GrB	MT	0.0145	0.45%
		Total weight of each steel open crate			3.2534	100.00%

S.No.	Schedule	Material description	Specification	Unit	Qty	Indicative %
5	STEEL OPEN CRATES 1-35-390-30656 (End cover on both sides)	ISA 50x50x6	IS2062Fe410A	MT	0.3371	9.58%
		ISA 65x65x6	IS2062Fe410A	MT	0.0693	1.97%
		ISMC 125x65	IS2062Fe410A	MT	0.5838	16.60%
		ISMC 200x75	IS2062Fe410A	MT	1.4474	41.15%
		ISMC 300x90	IS2062Fe410A	MT	0.9089	25.84%
		PLATE 10	IS2062Fe410A	MT	0.0212	0.60%
		SHEET 1.6	IS2062E350	MT	0.1363	3.87%
		TUBE DIA 73x9.53	ASTMA53GRB	MT	0.0137	0.39%
		Total weight of each steel open crate			3.5177	100.00%

S.No.	Schedule	Material description	Specification	Unit	Qty	Indicative %
6	STEEL CRATES - BASE FRAME 1-35-390-27066	ISA 50x50x6	IS2062Fe410A	MT	0.162	9.25%
		ISMC 300x90	IS2062Fe410A	MT	0.9089	51.89%
		ISMC 200x75	IS2062Fe410A	MT	0.6145	35.08%
		PLATE 10	IS2062Fe410A	MT	0.0526	3.00%
		TUBE DIA 73x9.53	ASTMA53GRB	MT	0.0137	0.78%
		Total weight of each steel base frame			1.7517	100.00%

S.No.	Schedule	Material description	Specification	Unit	Qty	Indicative %
7	STEEL CRATES – BASE FRAME 1-52-220-03132	ISA 50x50x6	IS2062GRA	MT	0.2225	19.50%
		ISA 150x75	IS2062GRA	MT	0.4576	40.10%
		ISMC 100x50	IS2062GRA	MT	0.4374	38.33%
		PLATE 10	IS2062GRA	MT	0.0108	0.95%
		TUBE DIA 73x9.53	ASTMA53GRB	MT	0.0128	1.12%
		Total weight of each steel base frame			1.1411	100.00%

S.No.	Schedule	Material description	Specification	Unit	Qty	Indicative %
8	STEEL BOX 1-52-220-03133	ISA 50x50x6	IS2062GR.A	MT	0.225	10.73%
		ISA 65x65x6	IS2062GR.A	MT	0.087	4.15%
		ISMC 150x75	IS2062GR.A	MT	0.5382	25.66%
		ISMC 100x50	IS2062GR.A	MT	0.4003	19.09%
		PLATE 10	IS2062GRA	MT	0.0174	0.83%
		SHEET 1.6	IS2062E350	MT	0.813	38.77%
		SHEET 2	IS1079FE330	MT	0.0027	0.13%
		TUBE DIA 73x9.53	ASTMA53GRB	MT	0.0136	0.65%
		Total weight of each steel box			2.0972	100.00%

S.No.	Schedule	Material description	Specification	Unit	Qty	Indicative %
9	STEEL CRATES-BASE FRAME- 1-TS-000-01080	ISA 50x50x6	IS2062Fe410A	MT	0.108	8.61%
		ISMC 300x90	IS2062Fe410A	MT	0.6548	52.20%
		ISMC 200x75	IS2062Fe410A	MT	0.4254	33.91%
		PLATE 10	IS2062Fe410A	MT	0.0526	4.19%
		TUBE DIA 73x9.53	ASTMA53GRB	MT	0.0137	1.09%
		Total weight of each steel base frame			1.2545	100.00%

S.No.	Schedule	Material description	Specification	Unit	Qty	Indicative %
10	STEEL OPEN CRATE 1-79-000-07045	ISA 50x50x6	IS2062Fe410A	MT	0.495	13.84%
		ISA 65x65x6	IS2062Fe410A	MT	0.087	2.43%
		ISMC 125x65	IS2062Fe410A	MT	0.5701	15.94%
		ISMC 200x75	IS2062Fe410A	MT	1.4376	40.19%
		ISMC 300x90	IS2062Fe410A	MT	0.7492	20.95%
		PLATE 10	IS2062Fe410A	MT	0.0212	0.59%
		SHEET 1.6	IS1079Fe330	MT	0.202	5.65%
		TUBE DIA 73x9.53	IS106GrB	MT	0.0145	0.41%
		Total weight of each steel open crate			3.5766	100.00%

Note: 1.ACRYLIC CLEAR SHEET Windows with dimensions 10x200x150 are required in each box as per drawings.
2. Based on requirement, drawings may be revised and payment will be made on actual MT basis of particular rate schedule.

Annexure A

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:
Date:

To
NAME
& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____² hereinafter referred to as the 'Vendor / Contractor / Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

We,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs --⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

WeBANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities.

This Guarantee shall remain in force upto and including.....⁷ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁸ we shall be discharged from all liabilities under this guarantee thereafter.

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁶
- b) This Guarantee shall be valid up to⁷
- c) Unless the Bank is served a written claim or demand on or before⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

ANNEXURE B
CERTIFICATE FOR MSE

Certificate by Chartered Accountant on letter head

This is to Certify that M/S
 (hereinafter referred to as 'company') having its registered office at
 is registered under MSMED Act 2006, (Entrepreneur
 Memorandum No (Part-II) dtd:.....,
 Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :
 Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
 Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

 BHEL - Ranipet	THIRD PARTY NON-DISCLOSURE AGREEMENT	
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ANNEXURE-C

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Ranipet on contract is confidential and that the nature of the business of the BHEL, Ranipet is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Ranipet Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Ranipet all documents and property of BHEL, Ranipet, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Ranipet 's business, or in any way obtained by me during the course of contract. I further agree that I, or any other persons employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Ranipet and are reasonable given the nature of the business carried on by the BHEL, Ranipet I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this ____ day of _____, 20__.

Name

Company

Signature

ANNEXURE D

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

.....(description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, Contract/s for
The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint independent External Monitor(s), who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidder(s)/ Contractor (s) 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 connection with the award of the Contract.

2.2 The Bidder(s)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from Tender process and exclusion from future Contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors" framed by the Principal.

Section 4 -Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 -Equal treatment of all Bidders/ Contractors / Sub-Contractors

6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors

6.3 The Principal will disqualify from the tender process all Bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Contract documentation of the Principal including that provided by the Bidder(s) / Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-Contractor(s). The Monitor is under Contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality,

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD, BHFL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by Bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those Bidders / Contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

.....

.....

**For & On behalf of the Principal
(Office Seal)**

**For & On behalf of the Bidder/ Contractor
(Office Seal)**

Place-----

Place-----

Date-----

Date-----

Witness:.....

Witness:.....

(Name & Address).....

(Name & Address).....

ANNEXURE E: Declaration by the Bidder

Vendor Name & Address:		Vendor Code (For BHEL Approved vendors):		
PART A				
SL No	Description	QTY	Total weight in MT	Rates quoted for procurement of raw materials, Fabrication, assembly along with Transportation/Freight Charges (in Rs./MT) up to BHEL RANIPET, with Vendor materials (Excluding taxes) (YES/NO)
1	STEEL BOX 3X2.5X1.5m CAPACITY 10MT	100	113.04	
2	STEEL BOX 6X2.5X1.5M CAPACITY 20MT	100	198.66	
3	STEEL BOX 12.5X2.5X1.5M CAPACITY 25MT	100	410.95	
4	OPEN STEEL CRATE 12.5X2.5X2.0M CAPACITY 25MT	140	455.57	
5	OPEN STEEL CRATE 12.5X2.5X2.5M CAPACITY 25MT	100	351.92	
6	STEEL BASE FRAME 12.5X2.5M CAPACITY 25MT	50	87.60	
7	STEEL BASE FRAME 13.6X3.7Mtrs CAPACITY 25MT	30	34.24	
8	STEEL BOX 5.5X2.7X2.35M CAPACITY 20MT	30	62.98	
9	STEEL BASE FRAME 9X2.5Mtrs CAPACITY 20MT	50	62.74	
10	STEEL BOX(Crate) 10.5X3.6X2.5 Mtrs CAPACITY 25MT	100	357.71	
Total		800 ± 20%	2135.40 ± 20%	
PART B				
SL No	To be mentioned by Vendors	DATA [I]	Remark	
1	GST (in %) applicable over and above the quoted Rates	18%	if not applicable, then Vendor may submit the required supporting document	
2	GST Registration No.		To be filled by Vendor. if not applicable, then Vendor may Submit the required supporting document	
3	SAC Code	998871	if not applicable, then Vendor may submit the required supporting document	
4	HSN Code	8402	if not applicable, then Vendor may submit the required supporting document	
VENDOR'S AUTHORISED SIGNATORY				

ANNEXURE E: Declaration by the Bidder

DECLARATION:	
1. I/ We declare that we have quoted rates taking into account the cost for procurement of raw material, components, Fabrication, transportation cost of sending finished components on 'FOR Destination' basis up to BHEL, Ranipet and other costs (as mentioned in Section IV). 2. I/We declare that I/We have read and understood all the terms & conditions specified under all Sections I to VIII and Annexures A to F forming part of the tender to be signed with BHEL and agree to abide by the terms & conditions. It is confirmed that I/we have not taken any deviation to any of the terms & conditions as mentioned in the above section. 3. If Vendor response is 'NO' for any of the Sl. nos. in PART A then Vendor will not be considered for price bid opening process. Vendor's offer will not be considered for price bid evaluation. 4. I/We accept the terms and conditions of Section II to VIII and Annexure A to F and upload the mandatory documents forming part of Techno-commercial/Part-I bid evaluation process as mentioned in Section II. 5. I / We has/have understood that it is mandatory to fill the required details in PART A & B and NO Corrections or Revisions in the quoted rates will be accepted after the Tender Opening Date. If the Vendor fails submit its offer with the details required in PART A & B then Vendor's offer is liable to be rejected and Vendor's offer will not be considered for price bid evaluation. 6. I / We have thoroughly read and understood about quoting abnormally low rates and consequences of doing so and clauses regarding Delivery, LD, etc. 7. I / We have not been presently put on hold, suspended, de-listed, banned or black listed by any of the BHEL units and EXIM Bank. 8. I/We understood that, by submitting the duly signed Annexures/ Sections against this tender enquiry, it is presumed by BHEL that our firm is accepting all tender terms & conditions including all the Annexures & Sections of this Tender enquiry.	
VENDOR CONTACT DETAILS (for any clarification regarding the tender clarification/correction/deviation)	
Name	
Mobile No. & email Id	
Design./Relationship with the firm	
VENDOR'S AUTHORISED SIGNATORY	

ANNEXURE F: Extra rate schedule for Surface cleaning by power tool, Painting and stenciling as per the scope of work specified in the tender

Sl. No	RS No.	BROAD DESCRIPTION	UOM	Rate / Unit in Rs.
1	501	Surface cleaning by power tool, Painting and stenciling as per the scope of work for Shipping Boxes, Crates and Frames	SQM	46

Details to be filled by the Bidder

S.no.	Description	To be filled by Tenderer
1.	Name of the Tenderer	
2.	Address for Communication	
3.	Telephone , Mobile No & Mail Id.	
4.	Details of experience in Similar Work	
5.	Copies of Audited Balance Sheet and Profit & Loss Account for “3” years (2015-16, 2016-17 & 2017-18) duly certified by Chartered Accountant/Auditor.	Enclosed / Not Enclosed
6.	Has the Firm/ Proprietor or partners or directors been convicted of any criminal offence by any competent court. If so furnish particulars.	
7.	Whether the firm is individual firm or Sole proprietorship firm or partnership firm or Hindu undivided Family or association of persons or Private Limited company or Public Limited company or any other please specify.	
8.	Whether the contractor has registered his workmen under employees State Insurance Act. If so, the Registration No. / Enrolment Number may be furnished.	
9.	PAN no and documentary proof (Photo copy has to be enclosed)	
10	Registration under Tamil Nadu GST, GST No. (Photo copy has to be enclosed)	
11	The GST heads under which the enlisting person registered with Excise Authorities and copy of GST registration certificate has to be enclosed	
12	Whether the contractor has registered his workmen under Employees Provident Fund and Miscellaneous Provisions Act. (Photo copy is to be enclosed)	
13	Income Tax returns filed acknowledgement for last 3 years are to be enclosed.	


ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR PHONE NO. WITH STD CODE	PAN NO.
02	VENDOR CODE (as in WORK ORDER)	
03	Details of Bank Account:	
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)	
B)	BANK TELEPHONE NUMBER (WITH STD CODE)	
C)	BANK BRANCH CODE:	
D)	MICR CODE	
E)	ACCOUNT NUMBER	
F)	TYPE OF ACCOUNT	CURRENT / OD / CASH CREDIT
G)	VENDOR NAME AS PER BANK RECORDS	
H)	BANK BRANCH RTGS IFSC CODE	
I)	BANK BRANCH NEFT IFSC CODE	
J)	VENDOR'S EMAIL ID (give two ids)	
K)	NAME OF AUTHORISED SIGNATORY	

CERTIFICATE

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / we also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of

(name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

(Manager / Officer's
Signature Under Bank stamp)
Authorisation No. _____

Note: This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorised Signatory and certified by Banker.

BLANK
PAGE

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ANNEXURE- G
(To be submitted in a separate Envelope)

PRICE BID

Sl. No.	Description	Rate per MT in Rs.(Numerical)	Rate per MT in Rs.(Words))
1	STEEL BOX 3X2.5X1.5m CAPACITY 10MT	Rs._____	(Rupees in words..... only)
2	STEEL BOX 6X2.5X1.5M CAPACITY 20MT	Rs._____	(Rupees in words..... only)
3	STEEL BOX 12.5X2.5X1.5M CAPACITY 25MT	Rs._____	(Rupees in words..... only)
4	OPEN STEEL CRATE 12.5X2.5X2.0M CAPACITY 25MT	Rs._____	(Rupees in words..... only)
5	OPEN STEEL CRATE 12.5X2.5X2.5M CAPACITY 25MT	Rs._____	(Rupees in words..... only)
6	STEEL BASE FRAME 12.5X2.5M CAPACITY 25MT	Rs._____	(Rupees in words..... only)
7	STEEL BASE FRAME 13.6X3.7Mtrs CAPACITY 25MT	Rs._____	(Rupees in words..... only)
8	STEEL BOX 5.5X2.7X2.35M CAPACITY 20MT	Rs._____	(Rupees in words..... only)
9	STEEL BASE FRAME 9X2.5Mtrs CAPACITY 20MT	Rs._____	(Rupees in words..... only)
10	STEEL BOX(Crate) 10.5X3.6X2.5 Mtrs CAPACITY 25MT	Rs._____	(Rupees in words..... only)

Note:

1. Rates quoted for procurement of raw materials, Fabrication, assembly, Inspection, Transportation / Freight etc. (in Rs. /MT) up to BHEL, Ranipet, with Vendor materials (Excluding taxes).
2. If Vendor has not quoted for any of the above Sl. nos. in Price bid, then Vendor will not be considered for Price bid opening process. Vendor's offer will not be considered for price bid evaluation.
3. The above rates are quoted after having fully read and understood the enquiry terms and conditions.