

TERMS AND CONDITION FOR RATE CONTRACT OF ROUGH MACHINING OF FORGINGS

1. TYPE OF FORGINGS FOR SUB-CONTRACTING.

Rate contract shall be done for “Single Piece forging weight up to 10 MT” with $Ni \leq 1.5\%$.

2. SCOPE OF WORK:

- a) Rough machining of Forgings ($Ni \leq 1.5\%$) on Lathe and/or Vertical Turning Lathe (VTL) for forgings as mentioned above. Operation will include turning, boring, drilling, parting, TP cutting etc.
- b) Rough Machining of Bore (Blind bore or Through bore)
- c) Rough Machining of Multiple Items from single Forgings (Multiple items will be from either in length or in bore of single Forgings). From forgings like Upper Journal Housings, Bearing Shell, Half Ring, Ring etc., suitable size shaft/round/Ring type jobs may be asked to be taken out from the inner diameter of the forging.
- d) Intermediate rough machining, before final machining, for ultrasonic testing and transportation of forging to CFFP for inspection if required.
- e) Intermediate rough machining, before final machining, for Test piece or repeat test piece cutting. In case of testing failure, forging has to be returned back to CFFP with further machining.
- f) Transportation of test piece/s to CFFP.
- g) Transportation of Forging to and fro from CFFP and sub-contractor's end.
- h) Returning of stock/s.
- i) If dimension fall short during any stage of machining or before start of machining, then return back the forging without further machining. In case forging is further machined to delivery size without prior permission then it will be considered rejection at sub-contractor's end.
- j) If cracks appear during machining, then 1st assess the depth and length of crack and the take prior permission for further machining. In case forging is machined to final dimension without prior permission, then rejection will be considered at sub-contractor's end.

3. PRE-QUALIFICATION CRITERIA

- a) Only those Bidders are required to quote in this tender whose factory / workshop is situated in & around Haridwar district & should be located within the radius of 80 KM from BHEL Haridwar.

Offer of those bidders whose works are beyond the radius of 80 KM from BHEL Haridwar will be ignored.

- b) Vendor must have the machining facility for jobs as per clause 1 above. Vendor to confirm.

- c) Minimum Experience/ Machining capacity:

A. Vendor should have previous experience of machining of jobs having minimum dia 400 mm (forging size) from 01.04.2018 till the tender opening date. Documentary evidence like machining order, accepted inspection certificate and challan / invoice for minimum 2 jobs to be submitted along with offer.

B. Vendor must have handling facilities (crane capacity) of 10MT or more.

- d) Vendor has to submit their total Chip Removal Capacity by weight per month. Vendor is required to have minimum Chip removal capacity by weight of **20 MT per Month**.

Chip removal capacity of the vendor shall be assessed by technical committee of CFFP. For assessment purpose, chip removal capacity of lathe of minimum chuck dia 600mm shall be taken as 12 MT per month.

Hence vendor must have at least two lathes of minimum chuck dia 600mm suitable for holding job of minimum 400 mm dia (forging size).

- e) Vendor has to submit following details of facilities of their Plant.

i) Number of machine/s available for rough machining of forging.

ii) Detailed Technical Parameter

a. Lathes- Swing over carriage, swing over bed, admittance between centers, Max load capacity, Availability of Taper turning attachment, availability of steady rest. Details of forging handling facility, like Crane cutting facility etc, with technical parameter and capacity by Weight.

b. Vertical Boring Machine- Table dia, Max Job dia, Max height of job, Max load capacity, Max head angular tilt, Make and model of Machine

- f) Vendor should have valid income tax registration (valid PAN Number) & should have submitted income tax return for the financial year 2019-20 (assessment year 2020-21). Vendor should have valid active GSTN.

4. ALLOWABLE NUMBER OF VENDORS AND SPLITTING OF CHIP REMOVAL LOAD:

Contract will be entered with as follows:

When total number of participated qualified techno commercially accepted vendor are equal or more than 21, then Contract shall be finalized with first 18 vendors (on the basis of their rank in comparative statement of final offered rates) who accept L1 rates.

- a) When total number of participated qualified techno commercially accepted vendor is between 10 to 20 numbers, then Contract shall be finalized with “N minus Three (N-3)” vendors (on the basis of their rank in comparative statement of final offered rates) who accept L1 rates.
- b) When total number of participated qualified techno commercially accepted vendor is 9 numbers, then Contract shall be finalized with “N minus two (N-2)”-vendors (on the basis of their rank in comparative statement of final offered rates) who accept L1 rates.
- c) When total number of participated qualified techno commercially accepted vendor is between 3 to 8 numbers, then Contract shall be finalized with “N minus one (N-1)” vendors (on the basis of their rank in comparative statement of final offered rates) who accept L1 rates.
- d) When total number of participated qualified techno commercially accepted vendor is less than 3, decision shall be taken with approval of competent authority.

N = Number of qualified techno commercially accepted vendor.

The distribution of Chip removal load will be as per the following table.

TABLE-1

Distribution for category 1 (Single Piece forging weight up to 10 MT)

SL No.	Bidder	Percentage (%) allocation of total chip removal load	Expected total Annual Chip removal load (MT)
1	L1	16%	1400 MT (± 20%)
2	L2	13%	
3	L3	10%	

4	L4 to L11	5%
5	L12 to L18	3%
Note: Maximum possible number of allowed vendors is 18 numbers. a) In case of number of qualified techno commercially accepted vendor at L1 rate is less than 18, balance quantity will be distributed equally among balance vendors. b) % allotment may vary slightly from the above mentioned values depending upon load, different chip weights generated, etc. c) Quantity can vary on either side. No minimum guarantee can be given. Quantity allotted will be at the sole discretion of CFFP, BHEL. CFFP, BHEL will enter contract with multiple sub-contractors & quantity will be distributed among successful sub-contractors.		

5. PRICE BID QUOTATION:

- c. Rates are to be quoted for rough machining charge, as per scope of work at Clause-2, on per kg chips removal basis.

Price is to be quoted as per the following table:

TABLE-2

Category		<u>Offer Rate</u> (Gross Machining charges Rs./Kg of Chip removal)
1	Single Piece forging weight up to 10 MT	

- d. For jobs where weight of total chips removed is more than 50% of offered forge weight, than to bring parity in rates with other items being machined, 10 % lower rate will be paid to sub-contractor from their normal quoted rate of respective category i.e. if quoted rate as per clause 5.a is "A" for per kg chips removal then the rate for machining of such jobs (with chips > 50% of forging weight) will be 0.90xA.

6. SCRAP CONTAINING LESS THAN 1.5 % NICKEL:

6.1 Rate of Scrap for valuation purpose of scrap retained by sub-contractor will be as applicable on date of lifting of job. However, the date of sale will be considered as date on which material is received back against a particular sub-contracting order. Hence, applicable rate of GST on value of scrap will be as on date on which material is received back against a particular sub-contracting order. Payment of taxes & duties, billing and recovery of same from sub-contracting bills will be done accordingly. Chips retained by Sub-contractor will be treated as sold to them by CFFP. Accordingly, all duties & levies (like GST or any tax made applicable by State Govt & Govt of India at that time) shall be paid by CFFP & will be recovered from sub-contractor.

6.2 The difference in issued weight and returned weight of finished item/s with stock will be treated as chips generated & retained by the sub-contractor. (See Clause 7.3)

6.3 Scrap rate will be calculated as below:

- a) The scrap rate will be calculated based on the monthly average market scrap price posted on JPC web site under category of scrap HMS II, applicable for Delhi region. JPC rates are issued on fortnightly basis. First fortnight (1st to 14th) hereby called "a" and second fortnight (15th onward) hereby called "b".
- b) Monthly average of previous month shall be applicable for succeeding month. Month will start from 1st day of calendar month. MSTB chips rate are 0.875 times of JPC-HMS2 rates based on inference drawn from relation between MSTC rates & JPC HMS2 rates of Delhi region.
- c) In case JPC rates of one fortnight is not available, then rate of remaining fortnight of that month shall be considered i.e if rates of "a" are not available then rates of "b" shall be applicable and if rates of "b" are not available then rates of "a" shall be applicable.
- d) In case JPC rates of both the fortnights i.e "a" as well as of "b" are not available, then last available rates of previous month (rates of "b" and in case rate of "b" are not available then of "a") shall be applicable.
- e) Scrap rate shall be revised every calendar month.

For this purpose, the months for calculation and their applicable month will be like as given below for clarity: -

Average price of JPC Bulletin for the month:

- a) December - Applicable for the material issued in the month January.
- b) January - Applicable for the material issued in the month February
- c) February - Applicable for the material issued in the month March.
- d) March - Applicable for the material issued in the month April

so on.

The calculated average monthly price, rates will be rounded off upto two decimal points.

7. RATES AND VARIANCE CLAUSE:

7.1 Rates are to be quoted for rough machining charge on per kg chips removal basis as per as per TABLE-2 and Calculation of Net Rough Machining Cost (after deduction of scrap value) formulae given at clause 7.2 below.

7.2 Sub-contractor has to quote rate for per Kg chips removal i.e value of **A** in the relationship given below. Quoted price for machining charge will have following relation with payable rate:

$$X = A - B$$

A = Quoted price by Sub-contractor for per Kg of chips removal. This will remain constant throughout the contract period.

B = B1 + GST on scrap + Any other duty on retained chips

B1 = Scrap rate for Non-Nickel Scrap as per calculation based on JPC rates as detailed in clause 6.3.

X – Will be the amount either to be paid by CFFP or will be paid by Sub-contractor to CFFP for per kg of chips removal. Payment to sub-contractor or recovery will depend on the monthly rates of Scrap as per clause 6.3 for non-nickel scrap.

Billing by sub-contractor will be on A.

7.3 The chips retained by the Sub-contractor shall be treated as sale of chips by CFFP, BHEL. Sale invoice will be provided to Sub-contractor from CFFP, Finance as per clause 8.2.

7.4 Rate comparison will be on the basis of total cost to CFFP.

8. RECTIFICATION AND PENALTY AGAINST WRONG MACHINING OF FORGING:

Any defect (noticed at shop) arising out of the wrong machining done by Sub-contractor shall have to be rectified within 15 days by the Sub-contractor at their own cost. However, in case the sub-contractor fails to rectify the defects or if that are beyond rectification, action as deemed fit, on case to case basis, shall be taken.

The penalty decided by CFFP will be final & binding to sub-contractor. The broad guidelines for penalty/recovery for rejection of items at subcontractor's end shall be as under:

- a) When wrongly machined forging is accepted by CFFP's customer: Penalty/Recovery: 10% of subcontractor PO value (inclusive of Scrap Value) is to be deducted for the deviated item which was accepted by customer.
- b) When wrongly machined forging is rejected: Penalty/Recovery: Payment not to be made for the rejected item. If any amount has been paid to the subcontractor for rejected item, it has to be recovered. **Also, 100% of subcontractor PO value (inclusive of Scrap**

Value) of the rejected item shall be recovered as penalty. Action as per Suspension of Business Dealings with Vendors as per extant guidelines of BHEL will be considered.

Note:

In case of multiple machined items from single forging, the subcontractor PO value (inclusive of Scrap Value) of individual machined item will be based on their proportional machined delivery weight w.r.t. single forging's (un-machined) weight.

Apart from above, in case wrong machining is noticed for more than 2 POs, Rate Contract will be terminated with the contractor for the rest of the period. Apart from terminating contract, action as deemed fit as per company policy will be taken against sub-contractor.

9. VALIDITY:

The contract shall remain valid for a period of ONE year from the date of award of contract with the option to extend the contract by 3 months at the discretion of BHEL. In the events of 3 months' extension, no subsequent acceptance from sub-contractor shall be obtained. BHEL reserves the right for short closing the contract, performance monitoring and quality surveillance at sub-contractor's end. BHEL reserves the right to terminate the contract, at any time, without assigning any reason by giving notice of 15 days to this effect. The contract can be awarded, simultaneously, in full or in part, to more than one sub-contractor or for shorter period.

10. YEARLY LOAD:

The total estimated yearly weight of chip removal will be approximately 1400 MT $\pm 20\%$.

Quantity can vary on either side. No minimum guarantee can be given. Quantity allotted will be at the sole discretion of CFFP, BHEL. CFFP, BHEL will enter contract with multiple sub-contractors & quantity will be distributed among successful sub-contractors.

11. TRANSPORTATION:

The material shall be handed over to & received from sub-contractor at F.O.R CFFP basis. Sub-contractor has to arrange their own arrangement for to & fro transportation. Loading & Unloading of material will be done free of cost at CFFP for the Sub-contractor. In case material is dispatched by CFFP or transported by CFFP from Sub-contractors works back to CFFP, actual cost incurred will be charged from Sub-contractor. The actual cost incurred shall be decided by CFFP, BHEL which shall be final and binding upon the Sub-contractor and shall not be called in question.

- 11.1 Movement of tractor, trolley & vehicles within factory premises is to be regulated as per rules & avoided during peak traffic hours.
- 11.2 Sub-contractor will be fully responsible for transportation of material to & from CFFP and also for the period material is lying with them for any theft or damage to the material or for damage to third party.

12. DELIVERY SCHEDULE & PENALTY AGAINST LATE DELIVERY:

- 12.1 Delivery schedule shall be as follows: -

S.No.	Number of pieces to be returned after Machining (excluding stock)	Delivery from the date of lifting (Week)
1	Up to 4	3
2	5 to 8	4
3	More than 08	5

Delivery after machining in shortest period is very important. Preference in allotment of jobs will be given to Sub-contractors having faster delivery. However it will not be sole criteria for allotment of jobs.

- 12.2 Failing to delivery schedules, standard LD/Penalty clause will be applicable (@ 2% per week subject to max. 10% of total machining charges. The exit & entry date mentioned by CISF on challan at BHEL material Gate will be taken as material issue & receipt date. To complete the delivery, all material including stock as per S C Order, to be returned for completion of order.
- 12.3 In case of delays or non fulfillment of any other terms & condition given in Sub-Contracting Order, CFFP, BHEL may cancel the order in full or part thereof and get the job executed through some other agency or CFFP may execute the job itself. The difference on cost incurred by BHEL will be recovered from Sub-contractor. Repetition may lead to cancellation of contract with the Sub-contractor.
- 12.4 As per existing rule of GST, all material sent for machining shall be returned back before 365 days. In case CFFP, BHEL has to incur any additional cost by way of (a) Payment of GST on full value of job (b) interest on GST amount due to failure on Sub-contractor account, it will be recovered from them. Any change in this rule by Govt. of India from time to time will be applicable.

- 12.5 Sub-contractor should lift the material within next two working days of the issue of subcontracting order. Failing to lift the material within specified period without valid reason may result in cancellation of the subcontracting order. In case of cancellation of two order, attributable to vendor, sub-contractor will not be considered for further allotment of job for machining for one month.
- 12.6 After inspection of job at Sub-contractors works, material must be delivered back to CFFP within next 2 working days.

13. INSPECTION:

- 13.1 Inspection will be done at Sub-contractor's works before delivery of item. Sub-contractor will give inspection call with dimensional report & other relevant details like S C Order no, Forge / SI no of item for inspection etc to CFFP QC. Accordingly QC will depute inspector for inspection at Sub-contractors works.
- 13.2 All facilities, equipment, calibrated instruments and standard gauges required for inspection shall be provided by the Sub-contractor during inspection.
- 13.3 Identification marks shall be punched on each item by sub-contractor as following-
- a) Forge no. to be punched at the face of the job surrounded with rectangular box of blue colour
 - b) In case of the shaft type jobs, forge no. to be punched at both the faces surrounded with rectangular box of blue colour.
 - c) forge number also to be written by blue paint along with metal punching for better segregation with machine shop jobs.
 - d) All PQT jobs to marked as PQT at the face of the job.
- 13.4 If job not found ready for inspection on deputation of inspector, this will adversely affect the performance index of sub-contractor & shall affect further allotment of jobs.

14. PAYMENT TERMS:

- 14.1 100% within 30 days after receipt of material, submission of bills and acceptance through e-mode with accountal of material & chips.
- 14.2 Packing, forwarding & transportation charge will be inclusive in quoted rate & no separate charges for these will be paid to Sub-contractor.
- 14.3 In case of rejection the cost decided by CFFP will be final & binding to sub-contractor.
- 14.4 Payment will be made once in a month for jobs completed & bill submitted before 7th of every month.
- 14.5 Sub-contractor will have to deposit in advance, all the charges recoverable from them before lifting of material for machining.
- 14.6 Payable amount shall be calculated on the basis of chips to be removed (machined off). Weight given by CFFP shall be final in this regard. However incase of any dispute on weight of forging & machined item weight, it will be weighed at CFFP weigh-bridge & that will be treated as final.
- 14.7 Any penalty imposed will be deducted from the bills or deposit of the sub-contractor.

15. MACHINING AND MATERIAL RETURN INSTRUCTIONS:

- 15.1 Sub-contractor must inspect the job allotted for machining before lifting for size, cracks etc. Incase the job could not be loaded on machine due to black spot or variation of size etc, no machining & transportation charges will be paid to Sub-contractor.
- 15.2 In case of cracks / black spots are noticed, while machining, the same should be brought to the notice of CFFP, BHEL and further machining should be stopped immediately till a decision, in writing, is given by CFFP, BHEL.
- 15.3 In case of partial machining (i.e machined partially) either due to cracks or ultrasonic failure, proportionate machining charges (i.e. for the chips removed) will be paid. Decision given by CFFP, BHEL will be final and binding on Sub-contractor.
- 15.4 Sub-contractor will have to follow all the instruction given on order & on drawing attached with the order. In case of any doubt, same shall got to be clarified by the Sub-contractor at all stages of machining.
- 15.5 Sub-contractor to return the material after inspection to Machine shop / Forge shop as required. Stock, if any, as per S C order must be returned by the Sub-contractor with the job.
- 15.6 No gas cutting or welding is permissible on the forging under any circumstances. If found, action as deemed fit will be taken against the Sub-contractor.

16. BANK GUARANTEE / INDEMNITY BOND:

The Sub-contractor has to submit a suitable Bank-Guarantee or FDR of scheduled Bank of BHEL and Indemnity Bond as required by CFFP, BHEL. Amount and validity of Bank Guarantee & Indemnity Bond will be informed separately. All Bank Guarantee/Indemnity Bond shall be in favor of CFFP, BHEL, Hardwar. BHEL reserve the right to ask for the Bank Guarantee / Indemnity Bond for increased amount depending upon the material availability with the Sub-contractor from time to time. Bank Guarantee & Indemnity Bond shall be valid for the contract period till the return of last job allotted for machining. In case of lapses, CFFP, BHEL reserve right to take appropriate step to recover job with the sub-contractor.

17. LOADING CRITERIA OF SUB-CONTRACTOR:

Generally, the job allotment shall be based on following: -

- i) Type of machine tool required for a job and availability of relevant machine tools with sub-contractor at the time of allotment. Sub-contractor shall submit a weekly machine loading chart of all machine tools reserved for CFFP. Feedback of BHEL representative after visit to subcontractor works for job monitoring shall also be taken into account.
- ii) Total no. of jobs (including castings of CFFP) pending with sub-contractor (existing load from CFFP on subcontractor) and jobs delayed by sub-contractor at the time of allotment.
- iii) Total No. of machine tools (verified by CFFP against the list provided by the subcontractor at the time of tender and also those machines added during the contract period as informed by subcontractor and verified by CFFP, BHEL) in working condition and other facilities like crane, Generator etc. installed at subcontractor works.
- iv) No. of machine tools available at the time of allotment based on point no. (i), (ii) & (iii).
- v) Delivery requirement and ultimate delivery commitment to our customer/ urgency.
- vi) Delivery performance of sub-contractor in the past based on actual delivery vis a vis contractual delivery. Subcontractors with faster delivery shall be given preference along with supplier performance rating (SPR).
- vii) Performance with regard to machining of tooling type of items like low scrap items/ drilling items/ parting items/ profile items etc.
- viii) Performance in machining of castings on available machining capacity and Sub-contractors having heavy machines & handling facilities.

- ix) Total capacity vs machining capacity made available to CFFP. Subcontractors giving priority to CFFP jobs will be preferred.
- x) Loading preference to L-1 and other vendor will be as per Table-1.
However, CFFP reserves its right of allotment to other Sub-contractors to meet its delivery requirement. Also CFFP will re-assess the capacity from time to time during the contract for availability & operation of the equipment / machines which have been considered for initial capacity assessment of the vendor. Initial assessment will be done before price bid opening.
- xi) It may not be possible to load all machines of all Sub-contractors all the time. The quantum of available jobs varies throughout the year. Allotment of available jobs shall be made to eligible sub-contractors under relevant job categories.

Allotment of job to any Sub-contractor is the sole prerogative of CFFP, BHEL & no representation in this regard shall be entertained.

18. GENERAL:

- 18.1 Total work i.e. transportation, handling, machining etc is to be carried out by sub-contractor at his own risk, finance, tools, machinery, human resources & supervision.
- 18.2 The material and supporting aids etc issued to sub-contractor as free issue for machining operations shall remain the property of CFFP, BHEL, Hardwar. The sub-contractor shall use these only for CFFP, BHEL contract and for no other purpose whatsoever. The sub-contractor shall be liable for loss or damage to these from whatsoever cause. All the materials of CFFP, BHEL Hardwar shall under no circumstances be hypothecated to any Bank or any lending agency or to any party whatsoever. It should not also be shown as the sub-contractor's assets in any of the statements of sub-contractor to any party.
- 18.3 No further sub-contracting to third party or sister concern by the sub-contractor is allowed without prior permission of CFFP, BHEL.
- 18.4 The rate contract is also subject to CFFP, BHEL, Hardwar's general terms & conditions (of enquiry terms & conditions and sub-contract order terms & conditions issued to sub-contractor).
- 18.5 CFFP, BHEL reserves the right to suspend / cancel the rate contract unilaterally without any financial repercussions, if sub-contractor's performance is not found satisfactory.

- 18.6 CFFP, BHEL will have the right to go for risk purchase clause i.e. CFFP, BHEL may get the machining done of such items from elsewhere / alternative source at the risk and cost of sub-contractor.
- 18.7 CFFP, BHEL reserve the right to revise the drawing after placement of S C Order. Any impact on the quantum of chips to be removed will be accounted for.
- 18.8 CFFP reserve its right to call back chips (turning & boring) as & when required. In this case, the rate of scrap as detailed at clause 6 will be paid to sub-contractor.
- 18.9 Sub-contractor will submit a total list of machines & instruments with capacities & handling facilities available with them with the offer. CFFP, BHEL reserve the right to verify the list submitted by sub-contractor.
- 18.10 Sub-contractor will submit a copy of this document with their offer with signature & seal on every page as proof of acceptance of these terms & condition.
- 18.11 Report & details as required by sub-contracting cell, from time to time, will be submitted by sub-contractor without fail & in timely manner or else action, as deemed fit will be taken against the sub-contractor.
- 18.12 Sub-contractor must observe / follow/ adhere to all State / Central Govt. Acts / Rules / Regulation in all aspect of operation of the contract. CFFP, BHEL shall not be liable for any fault by Sub-contractor.
- 18.13 All statutory requirements under Minimum Wages Act 1948, Payment of wages Act 1936, Workmen compensation act 1923, EPF & MP Act 1952, Payment of Gratuity Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST Act and all other applicable Acts shall be complied with by the contractor.
- 18.14 Sub-contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by concerned authorities.
- 18.15 Sub-contractors must follow all environment laws & shall take all precautions. All operation of sub-contractors shall be environment complaint.
- 18.16 Sub-contractor to submit Name & address along with contact numbers & email address of the owner of the firm.
- 18.17 In case of any change in partnership/ownership/MOU of company same shall be informed to BHEL immediately with documentary proof. BHEL reserves the right to continue or cancel the rate contract with changed partnership/ownership/company.
- 18.18 In case it has been noticed that sub-contractor has substituted any job issued to them by CFFP then any further allotment under the current rate contract will not be done to the vendor & action as per company policy will be taken against that subcontractor.

18.19 Sub-Contractors are required to submit details of running machines – Lathes, Vertical Turning Machine & Horizontal Borer which are in running condition. Major machine dimensions are required to be provided on attached sheet by Sub-Contractor. CFFP BHEL reserve its right to verify the equipment. In case of wrong / false information, CFFP BHEL is free to take action as per company policy.

18.20

a. **Breaking of Tie for L1 status:** In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder (s) or their representative (s).

b. **Breaking of Tie other than L-1 status:**

b.1) In case rates quoted by more than one vendor are same then vendors having higher SPR will be considered above in the ranking compared to vendor having lower SPR. SPR as on date of tender opening (1st part) will be taken for consideration.

b.2) In case vendors are having same SPR then ranking of such bidders shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder (s) or their representative (s)."

c. First time vendor (new vendor) or vendor who has not executed any CFFP Sub contracting order, their Supplier Performance Rating (SPR) will be treated as Zero.

19. ARBITRATION AND GOVERNING LAW

All disputes or difference of opinion what so ever that may arise between the company and the Sub-contractor upon or in relation to or in connection with the contract, the same shall be referred to sole arbitration of Head of CFFP, BHEL or such other person as nominated by the Head of CFFP. There will be no objection to any such appointment, or award of the Head of CFFP or the arbitrator so appointed. The award shall be final and binding on the company and the sub-contractor. The arbitration proceeding shall be held at BHEL, Ranipur, Hardwar. Work under contract shall continue during the arbitration proceeding, unless otherwise directed in writing by the company or unless the matter is such that the work can not be possibly continued till the decision of arbitration. Provisions of applicable arbitration and conciliation Act. shall apply.

Court at Hardwar shall have sole Jurisdiction in the cases arising out of this contract.

20. GENERAL TERMS & CONDITION OF THE CONTRACT:

- a) The tender documents are not transferable. These documents can be downloaded from BHEL website or obtained by authorized/approved contractors from the office of incharge Sub-contracting on or before tender opening date. In case of any difficulty, duplicate copy can be obtained.
- b) Sealed tender must be submitted in tender room of Material Management, CFFP, BHEL, Hardwar by bonafide contractors. The contractors shall sign each & every page of tender documents before submitting.
- c) The tenders duly filled-in must be submitted till 14.00 Hrs on or before tender opening date in the tender Box of Tender Room of Material Management department, CFFP, BHEL, Hardwar. These will be opened on the tender opening day at 14.00 in the presence of tenderer or their authorized representative who wish to be present.
- d) Validity of offer should be for 180 days, for acceptance, from tender opening. However, base rates shall remain valid & firm during the contract period.
- e) Incomplete tender will be ignored, however BHEL reserves the right to reject or accept any or all tenders without assigning any reason.
- f) In case of partnership firm the contractor must furnish copy of partnership deed along with the tender documents. If the tender is being signed by other than the partners the tender should accompany with power of attorney to this effect.
- g) To maintain the fairness in bidding, two or more firms with same ownership or agent cannot participate in same tender. In such cases the BHEL has right to cancel/ reject the offer/ order any stage.
- h) Provide active GSTN / PAN
- i) The sub-contractor shall follow all the rules & regulation of minimum wages, insurance cover of labour, ESI& PF as per rule. BHEL reserves its right to demand any document at any point of time during the execution of contract.
- j) The sub-contractor shall observe all the precautions and safety procedures as required during loading & transportation in factory premises. Also required precaution shall be taken while transportation & operation at their works. Precaution

must be taken to ensure that there is no damage or pilferage of the material from CFFP & there is no injury to work man.

- k) The sub-contractor shall take adequate steps to prevent any loss or damage to any materials entrusted to him. The sub-contractor shall be liable to pay, to the company, for the damages due to negligence or *otherwise* in executing the machining work entrusted to him or any other failure or any breach of terms and conditions on the part of the contractor.
- l) If the Sub-contractor neglects work or fails to observe and/or follow any of the terms and condition of the agreement, CFFP, BHEL, may without prejudice to their any other rights, terminate this contract by giving 15 days notice in writing with or without forfeiting the Bank Guarantee & Indemnity Bond of the Sub-contractor. The termination of contract by the CFFP, BHEL shall be without prejudice to the CFFP, BHEL's right to recover from the contractor the cost of completing the work by any other agency.
- m) The Sub-contractor should have sufficient financial resources to meet all expenses & contractual obligation.
- n) The Sub-contractor shall be responsible for fulfilling all legal/statutory requirements along with environmental laws. Any loss to the property (belonging to the sub-contractor or the company) or injury to the staff/labour of the Sub-contractor caused due to any reason will be the sole responsibility of the Sub-contractor. Accordingly, the Sub-contractor is advised to take necessary insurance cover. Any liability of BHEL, arising due to Sub-contractor, his staff/labour, materials being handled by him, will be recoverable from the Sub-contractor. Accordingly, the Sub-contractor shall indemnify the company.
- o) The Sub-contractor shall ensure valid registration with all the State and Central govt. departments as required by various laws such as ESI, PF etc. & submit copies of the same whenever required.
- p) The Sub-contractor shall pay wages to the workmen engaged by him at the rates which shall be not less than the minimum wages applicable under law from time to time. BHEL will not entertain any claim or make any reimbursement for additional burden due to change in wages structure etc. under the law. The Sub-contractor shall also ensure statutory obligations (PF, ESI etc.) & benefits to his workmen as per provisions of law enforced from time to time.
- q) Vendors not registered with CFFP, BHEL need to submit duly filled supplier registration form (SRF) along with Technical Bid. SRF can be downloaded from <http://www.bhel.com>.
- r) The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy

displayed on BHEL website and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

- s) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar. The normal loading shall be @ Base rate of SBI (as applicable on the date of bid opening, Techno-commercial bid opening in case of two part bids) + 6%, for the period of relaxation sought by bidders.
- t) The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). 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. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
- u) MSE vendors need to declare valid Udyam Registration in their offer, failing which they shall not be able to avail the benefits available to MSE's.
- v) If any vendor provides false or misleading or wrong information, action as per Suspension of Business Dealings with Vendors as per extant guidelines of BHEL will be considered.
- w) "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders.
Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

Tender No: FF/SC/P21006/202102071; E-Tender ID: 2021_BHEL_5251

Item: Rate contract for Rough Machining of Forgings

Annexure B

(To be submitted along with Techno-commercial offer)

Category	Type of Forging	Whether quoted for Category (Indicate Yes /No accordingly)
Category 1	Single Piece forging weight up to 10 MT	

(Name & Signature of Sub contractor
along with seal)

Tender No: FF/SC/P21006/202102071; E-Tender ID: 2021_BHEL_5251

Item: Rate contract for Rough Machining of Forgings

Pre-Qualification Criteria and Techno-commercial Requirements for Rough Machining of Forgings Rate Contract

Name of Vendor:

Evaluation shall be done on the basis of delivered cost (i.e.) **“Total cost to CFFP/BHEL”**. Please confirm the following or else your offer is liable to be rejected.

Sl. No.	Description	Vendor Confirmation/ Comment (in case of blank, it shall be deemed to be accepted by vendor)
<u>PRE-QUALIFICATION CRITERIA</u>		
1.	Only those Bidders are required to quote in this tender whose factory / workshop is situated in & around Haridwar district & should be located within the radius of 80 KM from BHEL Haridwar. Offer of those bidders whose works are beyond the radius of 80 KM from BHEL Haridwar will be ignored.	Vendor to Confirm
2.	Vendor must have the machining facility for jobs as per clause 1 of Annexure A. Vendor to confirm.	Vendor to Confirm & Submit Annexure B
3.	Minimum Experience/ Machining capacity: i. For category 1 (Single Piece weight up to 10 MT): A. Vendor should have previous experience of machining of jobs having minimum dia 400 mm (forging size) from 01.04.2018 till the tender opening date. Documentary evidence like machining order, accepted inspection certificate and challan / invoice for minimum 2 jobs to be submitted along with offer. B. Vendor must have handling facilities (crane capacity) of 10MT or more.	Vendor to Confirm and submit detail of the past Experience/ facilities
5.	Vendor has to submit their total Chip Removal Capacity by weight per month. Vendor is required to have minimum Chip removal capacity by weight of 20 MT per Month . Chip removal capacity of the vendor shall be assessed by technical committee of CFFP. For assessment purpose, chip removal capacity of lathe of minimum chuck dia 600mm shall be taken as 12 MT per month. Hence vendor must have at least two lathes of minimum chuck dia 600mm suitable for holding job of minimum 400 mm dia (forging size).	Vendor to Confirm and submit detail of the facilities
6.	a) Vendor has to submit following details of facilities of their Plant. i) Number of machine/s available for rough machining of forging. ii) Detailed Technical Parameter a. Lathes- Swing over carriage, swing over bed, admittance between centers, Max load capacity, Availability of Taper turning attachment, availability of steady rest. Details of forging handling facility, like Crane cutting facility etc, with technical parameter and capacity by Weight. b. Vertical Boring Machine- Table dia, Max Job dia, Max height of job, Max load capacity, Max head angular tilt, Make and model of Machine	Vendor to submit detail of the facilities

Tender No.: FF/SC/P21006/202102071

Opening Due Date:

Name & Signature of Sub-contractor
With date & Seal

Annexure – C

7.	Vendor should have valid income tax registration (valid PAN Number) & should have submitted income tax return for the financial year 2019-20 (assessment year 2020-21). Vendor should have valid active GSTN.	Vendor to Submit details
<u>Techno-commercial Requirements</u>		
8.	Rates quoted in price bid should be in per kg of chip removal basis (Gross machining charges without considering chips value) Chips will be retained by bidder & same will be treated as sold to bidder by CFFP. Value of retained chips will be recovered from vendor from their bills or if required to be asked to deposit the amount in excess of machining charge. Chips rate will be calculated on monthly basis by CFFP based on JPC rates & will be informed to successful bidders with whom rate contract is entered.	Vendor to Confirm
9.	For jobs where weight of total chips removed is more than 50% of offered forge weight, than to bring parity in rates with other items being machined, 10 % lower rate will be paid to sub-contractor from their normal quoted rate of respective category i.e. if quoted rate as per clause 5.a is "A" for per kg chips removal then the rate for machining of such jobs (with chips > 50% of forging weight) will be 0.90xA.	Vendor to Confirm
10.	Vendor must lift the material within two working days from the date of placement of order.	Vendor to Confirm
11.	Vendors not registered with CFFP/BHEL need to submit online supplier registration form on BHEL portal. If registered at any other unit of BHEL, vendor code may be furnished.	Vendor to submit
12.	Vendor has to submit BG/FDR from consortium bank & indemnity Bond as required by CFFP/BHEL before lifting of Forgings from CFFP, BHEL as per clause 16 of rate contract terms and conditions (Annexure A).	Vendor to accept
13.	Transportation of forging to and fro from vendor's works shall be vendor's responsibility. Transportation cost shall be borne by vendor & rates should be inclusive of this.	Vendor to accept
14.	"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno- commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."	Vendor to accept
15.	Provide name, mobile no. & email address of the contact person	Vendor to submit
16.	Validity of offers: minimum 180 days from tender opening date (Techno-commercial bid opening date in case of two part bids).	Vendor to accept
17.	Delivery schedule: Acceptance as per clause 12 (Annexure-A) of rate contract terms and conditions.	Vendor to accept
18.	Actual quantity may increase or decrease vis a vis tender quantity without any implication of rate quoted.	Vendor to accept
19.	In case of any differences observed in conditions confirmed above & elsewhere in the offer, terms quoted above in this Annexure shall be treated as final and binding on	Vendor to Confirm

Tender No.: FF/SC/P21006/202102071

Opening Due Date:

Name & Signature of Sub-contractor
With date & Seal

Annexure – C

	vendor.	
20.	All other commercial term and condition as per tender enquiry (including rate contract terms and condition) shall be acceptable.	Vendor to Confirm
21.	a. Penalty for Late Delivery: The delivery of the material after machining shall be made strictly as per time limit specified in delivery schedule, Failing to delivery schedules, standard LD/Penalty clause will be applicable (@ 2% per week subject to max. 10% of total machining charges. The exit & entry date mentioned by CISF on challan at BHEL material Gate will be taken as material issue & receipt date. To complete the delivery, all material including stock as per S C Order, to be returned for completion of order. Any correspondence regarding waiver of LD shall not be entertained. In case supplier does not agree for LD clause, BHEL will load maximum penalty under LD clause, to the extent the same is not agreed by the vendor, for the purpose of comparative statement. Where deliveries quoted are not suiting, BHEL may ignore the offer. b. Risk Purchase: In case of delays in return of material after machining / defective machining or non-fulfillment of any other terms and conditions given in the Sub-contracting Order by the sub-contractor, the Buyer reserves the right to cancel the sub-contracting order in full or part thereof, and may also make the machining of such material from alternative source at the risk and cost of the sub-contractor.	Vendor to Confirm
22.	Integrity pact- please submit along with offer	Vendor to submit ink signed document alongwith techno-commercial bid
23.	Vendor to thoroughly read and understand terms and condition of tender mentioned in NIT, Annexure A, Annexure B, Annexure C, Annexure D & Annexure E. Vendor to confirm acceptance of all terms and conditions. In case of any non acceptance please mention specifically.	Vendor to Confirm

Tender No.: FF/SC/P21006/202102071
Opening Due Date:

Name & Signature of Sub-contractor
With date & Seal

Tender No: FF/SC/P21006/202102071; E-Tender ID: 2021_BHEL_5251

Item: Rate contract for Rough Machining of Forgings

General Terms and Conditions for Tender enquiry

01. Tender is to be submitted through BHEL E-procurement website <https://eprocurebhel.co.in/> only.

PART-I (TECHNO-COMMERCIAL BID) shall comprise of following documents:

- (a) Complete Technical offer
- (b) DETAILS AGAINST PQR REQUIREMENT
- (c) Acceptance of tender terms by bidder as per **Annexure A, B, C, D & E**
- (d) Copy of price Bid (**without price**), this should be replica of part II bid **without price**.

PART-II (PRICE BID)

The price Bid (**with price**) to be submitted as **part II**, for the complete requirement as per tender. Prices are to be indicated in both figures and words. In case of any discrepancy of value, the prices quoted in words shall be considered for evaluation and establishing L1 status.

If price bid is not submitted along with the technical bid, the offer will be rejected out rightly. Price bids of only those bidders shall be opened on the date informed by BHEL who will be found techno-commercially suitable as per tender enquiry terms and condition as per BHEL policies.

- 02. Offer in 2-part bid is required to be submitted by bidder on or before due date. On due date, tender can be submitted up to 2.00 PM and will be opened at 3.00 P.M. on same date through e-tender.
- 03. Please note that late offers shall not be accepted.
- 04. The vendor should submit their best price at this stage itself and they will not be allowed to revise the price after opening of Part I bid. Any revision / discount given by vendor subsequently on their own after opening of part-1 bid, will be ignored.
- 05. Bidders to put sign and seal on all the documents. The quotation should be submitted through e-tender before due date and time. Offers received after due time & date shall not be considered.
- 06. Part-I of the bid shall contain complete item-wise scope of supply as offered vis-à-vis the scope of supply as per enquiry, all commercial terms and conditions etc. It is expected that bidders shall meet all our technical and commercial requirements and shall not deviate from them.
- 07. Scrap (Chip) generated during machining is to be retained by vendor & same will be treated as sold to bidder by CFFP. Value of scrap and GST on same shall be recovered from the party.
For information only, present scrap rate for Sept'2021 is Rs. 29.24 per KG however scrap rate as on date of material lifting shall be applicable for orders against this tender.

08. CONDITIONS FOR AVAILING MICRO & SMALL ENTERPRISES (MSE's) BENEFITS BY INDIAN BIDDERS

- I. MSE Suppliers can avail the intended benefits only if they submit along with the offer, copy of valid Udyog Aadhaar Memorandum (UAM)/ Udyam Registration certificate. Vendor to declare valid UAM number/ Udyam Registration certificate on e-Procurement portal/ tender, failing which bidder will not be able to enjoy the benefits as per the public procurement policy for MSEs order 2012. Documents as applicable as per Govt. guidelines to be provided.

- II. Any new supplier will be eligible for registration with BHEL as MSE supplier provided Valid Udyog Aadhar Certificate/ Udyam Registration certificate.
- III. MSE bidders claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.
- IV. MSE bidders where the proprietor is woman, must clearly specify the same in their offer.
- V. In case techno-commercial accepted bidders include MSE source and their prices (based on landed cost – considering quoted prices) are within the price band of 15% w.r.t. L-1 bidder, then BHEL can consider to offer quantities of respective item (rounded off to nearest number) to MSE bidders at L-1 price and in case, more than one MSE bidder is in 15% band and the same is accepted by more than one MSE bidders then offer quantities of respective items will be considered for ordering amongst MSE bidders.
- VI. In case CFFP, BHEL has envisaged two party ordering to for this tender enquiry on 70:30 or 60:40 basis i.e. 70%/ 60% to L1 vendor and 30% 40% to L2, L3,... vendor then
 - a. In case L1 vendor is non MSE vendor then 70%/ 60% will be ordered to L1 Vendor and balance 30% / 40% will be offered to MSE vendors equally.
 - b. In case L1 vendor is MSE vendor then 70% / 60% will be ordered to L1 vendor and balance 30% / 40% to L2, L3, vendor who matches L1 price based on rank i.e. 1st it will be offered to L2 Vendor, if accepted then the same will be ordered and in case not accepted by L2 vendor then quantity will be offered to L3 vendor and so on.
 - c. In case none of the vendor is MSE vendor then normal procedure will be followed.
- VII. In all other cases, quantity up to 25% will be reserved for MSE vendor(s) and following process will be adopted.
 - a. In case L1 vendor is MSE vendor then full quantity to be ordered on L1 vendor.
 - b. In case L1 vendor is non-MSE vendor then 75% will be ordered on L1 vendor and balance 25% will be distributed to MSE vendors as detailed in Clause 26.4 above.
 - c. Out of 25% quantities reserved for MSE vendor, 3% quantity will be reserved for MSE vendor with woman as proprietor/more than 50% shareholder and 6.25% quantity will be reserved for MSE vendor with SC/ST status.
 - d. **In case none of the participating vendor is MSE vendor, normal procedure will be followed.**
- VIII. Cases where CFFP decides to order on 3 vendors then last percentage indicated in the Tender Enquiry will be reserved for MSE vendors.
- IX. While distributing the 25% quantity amongst MSE bidders the decimal points in quantity shall be ignored for all the bidders except the L-1 amongst MSE bidders. Balance quantity after allocating the quantity to other MSE bidders ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) bidder. However, if there are more than one MSE bidder at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the bidder offering favorable terms to BHEL and if the conditions offered are also same then preference will be given to the bidder having high SPR (Supplier Performance Rating) rating.
- X. In case there are more than one MSE bidders (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE bidder with lowest landed cost.
- XI. In case there are more than one MSE bidders (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the bidder with high SPR (Supplier Performance Rating) rating shall be given.

09. The sub-contractor shall follow all the rules & regulation of minimum wages, insurance cover of labour, ESI& PF as per rule. BHEL reserves its right to demand any document at any point of time during the execution of contract.
10. The sub-contractor shall observe all the precautions and safety procedures as required during loading & transportation in factory premises. Also required precaution shall be taken while transportation & operation at their works. Precaution must be taken to ensure that there is no damage or pilferage of the material from CFFP & there is no injury to work man.
11. The sub-contractor shall take adequate steps to prevent any loss or damage to any materials entrusted to him. The sub-contractor shall be liable to pay, to the company, for the damages due to negligence or otherwise in executing the machining work entrusted to him or any other failure or any breach of terms and conditions on the part of the contractor.
12. The Sub-contractor should have sufficient financial resources to meet all expenses & contractual obligation.
13. The Sub-contractor shall be responsible for fulfilling all legal/statuary requirement along with environmental laws. Any loss to the property (belonging to the sub-contractor or the company) or injury to the staff/labour of the Sub-contractor caused due to any reason will be the sole responsibility of the Sub-contractor. Accordingly the Sub-contractor is advised to take necessary insurance cover. Any liability of BHEL, arising due to Sub-contractor, his staff/labour, materials being handled by him, will be recoverable from the Sub-contractor. Accordingly, the Sub-contractor shall indemnify the company.
14. The Sub-contractor shall ensure valid registration with all the State and Central govt. departments as required by various laws such as ESI, PF etc. & submit copies of the same whenever required.
15. The Sub-contractor shall pay wages to the workmen engaged by him at the rates which shall be not less than the minimum wages applicable under law from time to time. BHEL will not entertain any claim or make any reimbursement for additional burden due to change in wages structure etc. under the law. The Sub-contractor shall also ensure statutory obligations (PF, ESI etc.) & benefits to his workmen as per provisions of law enforced from time to time.

(Jaspal Rawat)
Engineer / Sub-Contracting
CFFP/ BHEL / Haridwar

BHARAT HEAVY ELECTRICALS LIMITED
CFFP, BHEL, HARIDWAR
SUBCONTRACTING DEPTT.

Phone No.: - 01334-28-1082, 5357
Fax No.: - 01334-225892
Email: - shailen@bhel.in, jaspal@bhel.in

TENDER NOTICE

Dear Sir,

We are Pleased to invite offer **through e-tender** as per enclosed terms and condition for the under mentioned Items.

Tender No.	Description of tender	Qty.	Date and Time of Opening
Tender enquiry no.- FF/SC/P21006/202102071 E-Tender ID: 2021_BHEL_5251	Rate contract for Rough Machining of Forgings	Yearly Quantity 1400 MT with quantity variation of +/- 20% as per of Annex A of Tender	04.10.2021

Kindly read terms and conditions, offer not in accordance with the instructions is liable to be disqualified or ignored.

Please refer attached tender enquiry and Annexure A, B, C, D & E for detail terms & conditions of tender enquiry.

Please visit <https://eprocurebhel.co.in/> or www.bhel.com or www.bhelhwr.co.in for more details & corrigendum if any for the tender enquiry.

Tender is to be submitted through BHEL E-procurement website <https://eprocurebhel.co.in/> only.

Offer to be submitted only on e-procurement portal. Hard copy of offer is not required to be submitted to CFFP. Any offers received in Hard copy shall not be accepted and straightaway rejected by CFFP.

Offer in 2-part bid is required to be submitted by bidder on or before due date. On due date, tender can be submitted up to 2.00 PM and will be opened at 3.00 P.M. on same date through **BHEL E-procurement website <https://eprocurebhel.co.in/>**

Please note that late offers shall not be accepted.

Note: Notice & Corrigendum (if any) shall not be published in newspaper. Kindly refer websites for any change/corrigendum.

For & On behalf of CFFP/BHEL, Haridwar