

**Bharat Heavy Electricals Limited, Bhopal (India)****(A Govt. of India Undertaking)**

Ancillary & Subcontracting Division, HRDC Building, Ground floor, BHEL Bhopal

Part 1/Cover 1 : Techno-Commercial Bid

(To be filled by supplier and submit with offer)

BHEL BHOPAL Tender No. : E2833028 (DRILLING, TAPPING AND CHAMFERING OF TUBE PLATE)**NIT Remarks:**

1. Inspection clause for NIT: important note:

Loading factor for third party inspection charges done by BHEL: Stage and final inspection is in BHEL scope hence a loading factor @Inspection Charges (0.220% - loading on basic rate) for local inspection and for outside Bhopal inspection @ 0.198% - loading on basis rate will be done to arrive at landed cost to BHEL hence pls. take cognizance of loading factor for Inspection Charges while submitting your quotation. During Reverse Auction BHEL will provide price calculation sheet (annexure vii) to vendors to calculate total landed cost to BHEL. Hence, the start price will be inclusive of inspection charges Successful L1 bidder will have to deduct inspection charges in price break up after RA.

2. Bank guarantee, solvency and undertaking is required against issue of free issue items from BHEL as detailed in special term and condition of enquiry attached.

3. Preference to Make in India : Offers from Foreign vendors will not be considered. Offers of local vendors with less than the minimum local content as prescribed in this Tender will also not be considered. In the absence of any such information in the tender, the required minimum local content shall be 20% For this procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable. Default margin of purchase preference shall be 20% to local suppliers with default minimum local content of 50%.

SINo.	Elements	Standards	To be offered/confirmed by supplier
1	BHEL BHOPAL Supplier Code	As per supplier	
2	Supplier Name	As per supplier	
3	GSTIN NUMBER	As per supplier	
4	PAN NUMBER	As per supplier	
5	Quotation Reference and Date	As per supplier	Ref No..... Dt.....
6	HSN/SAC Code	As per supplier	
7	(CGST % & SGST %) or IGST%	As per supplier	(CGST % & SGST %) or IGST %
8	Supply from address (City Name, State / UT)	As per supplier	
9	Delivery Point (City Name, State / UT) : - The material is required to be supplied to FOR BHEL Bhopal with all freight charges TO & FRO (both side transportation cost i.e lifting of raw material from BHEL and supply of final product) on paid basis, duly insured.	As per supplier	BHEL BHOPAL
10	E-Mail	As per supplier	
11	Phone/Mobile	As per supplier	
12	Contact Person & Designation	As per supplier	
13	Official Address	As per supplier	
14	Minimum delivery period to be quoted in no of weeks/days from the date of receipt of free issue material from BHEL Bhopal	1) Accepted as per NIT or 2) Not accepted then supplier to mention the delivery conditions in lot wise basis in weeks	
15	Prices shall be firm till delivery (Price to be furnished on FOR basis inclusive of P&F charges. Destination BHEL Bhopal, duly insured)	Yes	
16	Acceptance of INSPECTION as per NIT	Yes	



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17	Quoted for all the items of tender enquiry	Yes / No. (If "No" please mention item number of regretted items)	
18	Technical Specifications /conditions/scope of work	Accepted as per enquiry / Accepted with deviation (If select Accepted with deviation, please mention the deviation)	
19	TC , GC and ALL Inspection report as per tender enquiry and specification as applicable will be submitted along with each consignment.	Yes (In case of "No" your offer may be rejected).	
20	Quotation Validity will be 90 days from the date of techno-commercial bid opening.	Yes	
21	Are you registered under MSMED ACT 2006 as small or micro.	Yes / No (If select Yes, please enclosed valid UDYAM registration certificate)	
22	Confirm whether bidder is Manufacturer or Trader or Dealer or Agent of items under enquiry. (Offer will be accepted only from OEM Manufacturer)	As per supplier	
23	Acceptance of Payment terms as per given in STC	90 days(for non –MSE or Trader/Dealer/Agent) / 45 Days (for MSE Manufacturer)	
24	Certification regarding Local Content – Public Procurement (Preference to MII) to be submitted along with the offer	As per supplier	
25	Transit Insurance will be in supplier scope	Yes	
26	Penalty: - LD shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of clause 9 the total order value (Please refer of GCC - BP200102).	Yes / No (In case of "No", your offer will be loaded suitably)	
27	Acceptance of General Terms and Conditions of enquiry (Form No. BP- 200102A) & BHEL P.O. Terms & Conditions (Indigenous) MM5527 (available at B2B site of BHEL Bhopal).	Yes (In case of "No" your offer may be rejected).	
28	Kindly confirm whether other family firms or sister concern affiliates / subsidiary firms are participating in the same tender, so as to eliminate the possibility of cartel formation.	Kindly submit signed and sealed Declaration (format given in STC) with your offer.	
29	Acceptance of Bank guarantee clause as detailed in special terms and condition attached	Yes (In case of "No" your offer may be rejected).	
30	Acceptance of special term and condition of labour basis enquiry and all annexures, BHEL Enquiry Office Copy, PQR (if any), QAP (if any) as attached	Accepted as per enquiry / Accepted with deviation (If select Accepted with deviation, please mention the deviation)	
31	By filling "Yes" in adjacent Box, I hereby declare & confirm that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.	As per supplier	

- 1) Deviation in any commercial condition shall be suitably loaded in the offered price.
- 2) In case of any conflict, confirmation by vendor provided here will supersede.
- 3) In case bidder is not making an offer against this enquiry, we request the bidder to post the regret letter

Name of Supplier :

Seal & Sign of supplier



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For Labour Basis Jobs (Machining) for 28/68 Buying group

Important Note : General terms & conditions are also applicable as per BP -200102 for indigenous vendor already available at B-2-B website of BHEL Bhopal internet webpage .

Techno commercial annexures for labour basis/Job work job/Mixed basis Section –A

1. Scope of Work:

- a. Scope of work shall include completion of all the works / operations as per BHEL drawings , inspection of the material and delivery of the goods to BHEL stores in accordance with the drawings specifications , technical scope, QA plan, annexure & other relevant documents etc.
- b. Technical scope is only for guidance and not exhaustive. Supplier has to take all necessary care and deliver the item to satisfy relevant quality standard applicable for such product.
- c. All required materials and / or components to be issued as free by BHEL under rule-55(1)-(B),(C) and (D) of central goods and service (CGST) rules 2017 against valid Bank Guarantee.
- d. Before start of manufacturing vendor to confirm latest revisions of Drawings, painting specification & QA plan (if any) in writing from Indenting deptt or Concerned Engineering deptt

2. Bank Guarantee (BG) clause for labour basis/mixed basis jobs :

The raw material /components/sub assemblies listed in enclosed free-issue material statement (“A” form) for the item(s) described in enquiry, shall be issued as Free Issue Material (FIM) by BHEL under rule-55(1)-(B),(C) and (D) of central goods and service (CGST) rules 2017 against valid Bank Guarantee, to be furnished covering cost of material proposed to be issued. Cost of any other inputs shall be borne by the supplier and are deemed to be included in the scope of supply/quotation. In case issual of material gets delayed because of non-submission of BG, BHEL reserves the right to cancel the order.pls refer b 2 b site for full details for new BG system 2016. A declaration to be submitted for balance value of free issue items & solvency certificate to be submitted

In case of order, the vendor would be required to furnish Bank Guarantee (BG) as follows, if not stated otherwise in the main Enquiry.

Note: - The BG is to be furnished in prescribed Performa and from BHEL approved Banks only (available with ASC division & hosted in B-2B website of BHEL, Bhopal).

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- a) Bank Guarantee for free issue material to sub-contractor. (as per sample form no BP 205514 – Annexure XIV)

The free issue material are classified into 3 categories as follows for BG purposes:

Category A : Normal material of MS ,SS , HSS , CRGO & CRNGO etc. for machining, fabrication and lamination purpose and copper sheets for welding to transformer tank

Category B: High value item e.g. Thermal blades, Turbine runner, Liners and Labyrinth for HVOF coating etc

Category C: Very high value items like copper for moldings of conductors, silver for soldering etc.



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Bank Guarantee Valuation

For category 'A' items as per above, Bank Guarantee to be taken for 10% of the highest balance of MWF value (taking into account both PMIV & SMIV held by fabricators). Highest balance shall be reckoned as the MWF value appearing at the end of each month starting from January to December of the previous calendar year.

For Category 'B' items as per above. Bank guarantee to be taken for 10% of the highest below of MWF (taking into account both PMIV & SMIV held by fabricators) and based on the highest balance of MWF value, appearing of the end each month starting for January & December of the previous calendar year, or value of material to be issued, whichever is more

For Category 'C' items as per above, Bank Guarantee shall be taken for 100% value of material

The minimum Bank Guarantee shall be for Rs. 1.0 lakh only.

For First time vendors under Category "A" and "B", where development enquires are issued, the Bank Guarantee shall be 30% value of free issue material subject a maximum BG of Rs. 30 lakhs

Under Category "A" and "B", when enquires are issued simultaneously to new & established vendors, a uniform BG 10% value of free issue material shall be insisted upon.

- a) All vendors have to necessarily submit "Undertaking for Free Issue Materials", as per sample form no. BP205515 (annexure XV)
- b) All vendors have to necessarily submit "form for solvency certificate" as per sample form no. BP205516 (annexure XVI)

Kindly refer B-2-B vendor portal website of BHEL Bhopal for further details of GTC, BG and solvency certificate.

3. Rates:

- a. Rates should be quoted in the unit mentioned in the enquiry, exclusive of taxes & duties but inclusive of desired/specified packing and to & fro transportation charges for delivering the completed job to BHEL Bhopal. Payment of all taxes if any for transportation of free issue material from Bhopal to the works of the supplier is to be borne by the supplier.
 - b. All applicable Duties & Taxes, which BHEL is required to pay should be clearly declared.
 - c. Rates shall remain firm basis and not subject to any variation / escalation during the period of contract on any account. The quoted rates should not be linked with quantity to facilitate part orders.
 - d. Rates should be valid for ordering for 90 days from the date of tender opening. Offers received with validity period less than 90 days shall not be considered.
4. Scrap /Swarf clause: Scrap to be retain by vendor on chargeable basis. Cost of scrap and GST on scrap shall be recovered from vendors bills hence it is requested to pls. keep note while submitting your quotations. Scrap generated during the machining operations shall be retained by the vendor (treated as deemed sales). BHEL, however, would recover the cost of scrap and GST extra as applicable on scrap and other applicable tax from the vendors in lieu of scrap retained by them. For this purpose, scrap selling rate shall be taken as mentioned in enq. office copy. The difference between the raw material weight (R/W) and finished weight (F/W) would be taken for determining the quantum of scrap generation.

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5. GST as applicable on labour basis job.
6. Free-Issue-Material (FIM) will be issued by BHEL under rule-55(1) - (B), (C) and (D) of central goods and service (CGST) rules 2017 and the vendor will have to return the Duplicate/ Transporter/Green copy of excise challan to BHEL after value addition along with supplies along with supply/ the stipulated period as per GST rules. Failing which, the cost of material including GST paid by BHEL may be recovered from the vendor at the applicable rate. Moreover, overhead charges may also be deducted.
7. No rejection allowance is permissible
8. Supplier should indicate the supply capacity per month and delivery schedule, in No. of days/weeks/months (as the case may be) meeting enquiry requirement
9. Dimensional report TC, GC etc. as the case may be, to be furnished along with the supply. Machined items must be protected properly to avoid dent or damage during handling/transportation. TRP to be applied in each item.
10. Quotation should be valid for minimum 90 days from the date of opening of tender.
11. Purchase order can be issued for part quantity / item / item wise L1 basis, if not specified otherwise in the enquiry.
12. The vendor shall produce the free-issue-material supplied to them to BHEL officials visiting vendor's unit for verifications/ inspection purposes at any time. If vendor fails to produce or properly account for the material so issued, BHEL will take further action as deemed fit including the recovery of the value of material as per BHEL norms from vendor bills & BG.
13. **Splitting of order quantity:** BHEL reserves the right to split the ordering of tendered quantity. We need suppliers as mentioned in the Enquiry NIT for execution of this work.

The merit rank would be based on their standing position in RA or price bids. Above percentages are approximate figure. All quantities will be rounded off to nearest whole number. Other than L1 vendor shall be counter offered at L1 accepted rates and on acceptance of same by them, order shall be split as above. In case of non-acceptance of counter-offer by vendor as above, counter-offer process shall be repeated with other vendors in the order of their merit in the comparative statement of prices obtained through Part-II or RA. If we do not get sufficient vendors in final bidding of RA, then ranking of vendors will be picked from initial / dynamic bidding in order of their merit for counter offer purpose. Following are to be noted herein:

- a) No supplier must refuse the less quantity allocated.
- b) Additionally, BHEL also reserves the right to revise the tendered quantity downward with or without split ordering as above
- c) In case any of vendors L2 do not accept the counter offer of L1 rates, then the counter offer shall be made to other remaining vendors sequentially as per their comparative statement of prices obtained through Part-II (price bids) or ranking in RA followed by their ranking in sealed bids. At the end, however, if it is observed that less than the vendors required (excluding L1 vendor) has agreed to L1 rates, then the order shall be finalized with only those vendors who accepts L1 rates. The quantity distribution then shall be then proportionally revised as declared in enquiry details /enquiry remarks / enquiry main copy.

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- d) In case, if less number of vendor accepts our counter offer then the quantity shall be redistributed as per split ratio shown above.
- e) In case of capacity constraint /monthly capacity of vendors the additional quantity over & above of their shares will be distributed on other vendors suitably.

14. Basis of evaluation of quotations

- a) Only offers received before due date and time and meeting the terms and conditions of the enquiry will be considered.
- b) In case of Two bid system, all the bidders should read “instructions to bidders for submission of two bid system”. Whenever two bid system of enquiry is mentioned “BHEL reserves the right to go in for Reverse Auction instead of opening the submitted sealed bid, which will be decided after technical evaluation”. All the bidders should also read additional instructions to bidders for Reverse Auction (Ref. Annexure-IV).
- c) All the offers for each items shall be compared for landed cost to BHEL at BHEL stores.
- d) In cases where more than one offer is at L1 price, L1 will be decided :-

“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).

Ranking will be done accordingly, BHEL’s decision in such situation shall be final and binding”

- e) Offers received on any other basis other than the unit specified in tender shall be compared on the basis of design weight indicated in drawing.
- f) L-1 /lowest rank will be decided on basis of HESG cost/total landed cost to BHEL Bhopal.
- g) Offers having deviations to the terms and conditions will be suitably loaded as per standard/suitable loading factors of BHEL to derive total landed cost to BHEL at BHEL stores.
- h) GST as applicable on the date of enquiry shall be taken wherever it is not indicated in the offer for arriving the price to BHEL Bhopal.
- i) Decision of BHEL in this regard will be final and binding without any further correspondence with the supplier.
- j) During bid evaluation, No loading of price with regard to preferential payment of within 45 days will be made on vendor falling under MSMED ACT – OCT.06.

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15. Acceptance & Rejection of bids

- a) In case of two bid system, firms whose bids have been evaluated but found not meeting the qualification criteria would be intimated and un-opened price bid shall be returned to them.
- b) Bids not in line with the terms and conditions of the tender enquiry, or unsatisfactory past performance, or not meeting the required delivery schedule/ long delivery or not conforming to normally accepted practices are likely to be rejected.
- c) Suppliers are requested to quote in two parts for 2 bid enquiries. However, for quotations submitted in single bid against our requirement of two bid will be considered only if the bid is techno-commercially accepted without seeking any clarifications from the vendor. Otherwise, the bid is liable to be rejected.
- d) If any new vendor to whom enquiry is issued & who is not registered in BHEL, their price bid shall be considered only after, they will get registered with BHEL.
- e) BHEL reserves the right in respect of acceptance & rejection of bids, which will be final and binding without any further correspondence.
- f) In case of any deviation submitted for vendors BHEL will preferably asked the vendors to withdraw their deviation as per BHEL NIT terms.

BHEL prefers : **As given in enquiry remarks** (item wise basis)

Delivery mentioned in the purchase order can be pre-poned / postponed as per the project schedule. Supplier will be required to meet the revised delivery schedule accordingly. In case of labour basis jobs / mixed basis jobs normally the vendors are expected to lift material in time without any reminders from BHEL and the delivery is computed as per the agreed manufacturing cycle mentioned in the enquiry / offer. However, at times, BHEL will remind the vendors through emails to lift material. In such cases, the delivery will be computed from the last date of issue of material.

Taxes & duties: -

- a) Applicable Duties & Taxes, which BHEL is required to pay, should be clearly declared considering the offer validity and quoted delivery period. Otherwise BHEL will not be responsible for payment of any kind of duties & taxes.
- b) Taxes and duties will be paid extra as applicable on the date/dates of contractual delivery or actual delivery whichever is lower.
- c) Parties shall declare: GSTIN details, GSTIN no . SAC code, Excise duty, sales Tax, IT PAN and SSI registration details and also communicate subsequent changes wherever not submitted earlier at the time of registration.
- d) All the formalities relating with existing taxes and duties as well as such taxes and duties which will be introduced in future, will be discharged by the vendor and there shall be nothing which will fall on BHEL.
- e) Form 88 – BHEL being Public Sector Undertaking of Gov. of India is exempted vide notification no. FA329/2004/1/V(54) DT 26/10/2005 by order of Addl. Secy. Gov. of M.P., in respect of goods sent from a place outside the state of Madhya Pradesh.

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f) Vendor to follow strictly adhere to the government E -way bill rules for transportation.

16. Payment –

- a. Payment shall be made in 90 days from date of receipt and against accepted SRV for the supplies complete in all aspects as per the technical scope. If the payment is less than 90 days vendor will be suitably loaded to arrive at BHEL landed cost. However for supplier registered with us against MSMED act will be paid within 45 days. No loading shall be done on MSME vendor this payment term.

“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 attested copy of CA certificate (Format enclosed at Annexure 1 where deemed validity of EM II Certificate of five years has expired) applicable for relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part I in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before 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 Gazetted officer.”

17. Confidentiality agreement: Without prior permission of BHEL, NIT related documents shall not be used for any other purpose.

18 . Conflict of Interest among Bidders/ Agents

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf and
 2. Indian/foreign agent on behalf of only one principal;
- b) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- c) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

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Section –B (Additional terms for labour basis jobs)

1) Order execution:

Materials should be lifted immediately on receipt of intimation of readiness. Delivery period shall be reckoned after 2 days from the date of intimation. If any delay is due to non-lifting of material shall not be considered for delivery amendment. Stock Verification

- d) BHEL reserves the right of verification of material lying with the subcontractor /supplier at any time.
- e) BHEL material should be stocked at one place with identification with tags on them and should not be mixed with other materials.
- f) Proper stock record of material held with them shall be maintained and the same shall be provided to BHEL on demand. If the Subcontractor fails to produce or properly account the materials so issued, BHEL will have the right to recovery of the value of the materials along with the respective administration charges and statutory levies from the running bills of the Subcontractor.
- g) Any of the materials of BHEL under no circumstance be sold / hypothecated to any bank or to any lending institution or to any party whomsoever. It should not also be shown as the Subcontractor's assets in any of statements of the Subcontractor to any party.
- h) Subcontractor should take all necessary precautions to ensure safety of BHEL material against damage or loss in any form.
- i) Further subcontracting of work without prior written permission of BHEL is not permitted. Also, Shifting of items / materials issued by BHEL to any place other than the Subcontractor's works is prohibited.

2) Issue and accountal of free issue material from BHEL :

- a) Material /components will be issued free of cost under GST ACT 2017 only. Material accountal statement will be submitted by the supplier along with each bill. Free-Issue-material (FIM) will be issued by BHEL under GST rule For movement of inputs of partially processed goods under Rule 55(1)- (b), (c) & (d) of Central Goods & Service Tax (CGST) Rules, 2017 of Invoice GST rule from one factory to another factory for processing / operation and subsequent
- b) Material shall be issued in form of raw material & components as mentioned in the technical scope with adequate allowance as per prevailing engineering practice.
- c) It shall be the responsibility of Subcontractor to check the raw materials received by them for quality & quantity and ensure its correctness before removing it from BHEL premises.
- d) Any wrong material collected should be immediately communicated for remedy. Excess material collected should be immediately returned in the usable form.
- e) Any wrong material collected should be immediately informed to us for correction. Excess material collected should be immediately returned in the usable form against not for payment challan through SRV, & only cutbits/offcuts i.e end pieces shall be returned through SCRN.
- f) Material issued for job work shall be taken back only in exceptional circumstances and upon written request of vendor with due justification.
- g) In cases wherever availability of material becomes critical for certain work order, BHEL has the right to either take back or transfer the balance, material available with the Subcontractor to other, with due material accountal, Free issue Material accountal shall be submitted by the vendor along with each supply. In case vendor fails to liquidate material accountal within stipulated period as per the GST rules from the date of issue of material, then BHEL may recover the cost of material.
- h) In case of rejection of BHEL issued material, vendor must repair and return/ replace, as the case may be, within 60 days from the date of rejection failing which such rejection shall be treated as "BHEL material damaged" and BHEL may recover the cost of material as per BHEL rules.

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3) Q.A. Plan, Testing, Inspection, Quality certification & correlation

- a) Q.A. plan (if any) is to be strictly followed without any deviation and skilled worker will be employed as per job requirement & QA plan.
- b) Testing: -All types of testing & NDT would be in the scope of supplier and will be carried out through BHEL approved agencies unless specified otherwise in technical specification subject to review of NDT reports by BHEL. Testing of sample if done in BHEL TSD department will be on chargeable basis as per prevailing rates.
- c) Inspection and traceability of free issue Material
 - 1. All the material and components taken from BHEL should have got inspected and should be used only for the purpose for which it is issued by QC of BHEL otherwise job is likely to be rejected.
 - 2. It shall be the responsibility of subcontractors to check the raw materials received by them for quality & quantity as mentioned in the order.
 - 3. Subcontractors shall ensure transfer of materials identity and traceability at all stages and also maintains proper records.
 - 4. Inspection of completed jobs
 - a) Inspection shall be done by customer, third party and/or BHEL's quality control department as mentioned in the QA plan /annexure.
 - b) In case of inspection by customer or his authorized agency, intimation of readiness of job for calling the party should be given at least one week in advance.
 - c) After inspection at supplier's works the goods will be cleared for dispatch on provisional basis. Any defects noticed during assembly, testing or use is to be attended by the subcontractor, including replacement.
 - d) The cost of rework or rejection, and any cost of freight incidental to such work will be to the Subcontractor's account.
 - e) Subcontractors shall provide all reasonable facilities to BHEL personnel to have access to the records of the issued material and items under manufacture at all stages of processing and inspection.
- 5) Calibration :
 - 1. Subcontractor shall use only relevant measuring instruments, templates; gauges- calibrated at, either BHEL or at any Govt., approved labs – traceable to national standards or BHEL approved agencies for the purpose.
 - 2. Relevant Test Certificates are to be produced to BHEL inspection staff for verification and demand.
- 6) LATE DELIVERY (LD CALUSE) : In case of late delivery a penalty @0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of total order value would be levied.

(To be Signed and Sealed by Bidder in Acceptance of above points in Totality)



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- a) **Order Cancellation:** BHEL shall have the right to cancel any order either wholly or in part on account due to cancellation of order or any curtailments or stoppage of BHEL's business or any other reason which justifies cancellation with recovery of full material cost.
- b) In the event of delay in lifting the free issue material or/and delay in completion of work, BHEL shall be free to cancel the order in part or full and divert it to alternate subcontractor as per BHEL policy.

7) Confidentiality Agreement

- 1 All successful vendors are under obligation to maintain complete confidentiality of the documents, process etc. Acceptance of terms and conditions of the tender implies and binds the vendor to this agreement and no separate agreement need not be entered.
- 2 BHEL drawings shall not be used other than BHEL's requirements which after manufacture of items shall be returned along with delivery of materials.

8) Guarantee

The subcontractor shall warrant that the goods fully comply with the drawings and other technical conditions. If the finished goods are found defective owing to faulty workmanship / incomplete work within a period of 24 months from the date of dispatch the subcontractor shall make good of it / replace the same free of cost. Alternatively, the rework/replacement will be done by BHEL at the cost and risk of the subcontractor.

- 9) Insurance- Submission of documents by the vendors : Material issued to vendors are covered under BHEL corporate insurance policy. In case of any loss, to facilitate processing of claim, the vendor needs to furnish all required documents in time. The vendor is liable to pay the loss if the claim is not enforceable due to non submission of documents by the vendors.

10) General

- a) Any change in the constitution of the subcontractor's unit during the operation of the contract will have to be made only after getting the specific written approval from BHEL. Non - compliance to this may entail cancellation of registration.
- b) The Subcontractor shall comply with all statutory obligations such as ESI, PF, labour laws, Factories Act. BHEL shall not be responsible for any of the penalties/ fines etc on this account.
- c) Further to the above, other instructions for packing, liquidated damages, arbitration & jurisdiction, indemnity, rejection etc., shall be as per the terms & conditions of indigenous enquiry BP -200102 and purchase order
MM 5527 as issued by material management department. (copy of documents mentioned above are already available with the vendors & hosted in B2B site of BHEL Bhopal <http://www.bhelbpl.co.in/mm/>).
- a. Progress report – Progress report will be required to be sent every week without fail by e-mail to skbaranawal@bhel.in indicating the status of each purchase order and hold up points. Please indicate your e-mail address in your offer without fail.
- b. In case of mismatch or any typographical mistake, computer generated enquiry copy shall be valid for enquiry.
- c. Pls visit B-2-B site for all information <http://www.bhelbpl.co.in/mm/>

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d. Acceptance of all the above Enquiry terms & conditions & annexures are required in your offer. The same is to be signed by the vendors and submitted along with Part-1 offer. Offers/Bids/Quotations may be rejected without submission of same.

11) REGARDING TOOLS/Jigs , Fixtures , checking templates :

“In cases where tools are issued **VENDORS ARE REQUESTED TO RETURN THE TOOLS IMMEDIATELY ON COMPLETION OF JOBS. IN CASE THE TOOLS ARE NOT RETURNED WITHIN 3 MONTHS OF ISSUE OF THE SAME, THE BILLS OF THE VENDORS MAY BE KEPT UNDER HOLD TILL RETURN OF THE TOOLS**”

12) BHEL RESERVES RIGHT TO CANCEL

- i. Our requirement part or full at any stage of the tender finalization (or) even after finalization of tender. PO can be short close or mutually extended at any point depending upon order BHEL book position and BHEL shop loading capacity etc.
 - ii. Or forfeit the chance in tender, if any vendor(s) found to be “unsatisfactory” during our assessment processes/noncompliance of statutory requirements etc. as required for “vendor registration” during/after the processes of finalization of contract.
 - iii. The order(s), if any vendor (s) found to be “unsatisfactory” during our periodical assessment processes / review of assessment processes/ noncompliance of statutory requirements etc. as required for “vendor registration” during the execution of order(s).
 - iv. Divert order(s) allocation quantity, in case of non-submission/ delay in submission/delay in lifting the material/delay in completing the work/delay in supply or failure to meet order delivery schedule / insufficient amount of bank guarantee/non-execution of orders by vendor(s) as per BHEL rules/current practice .
 - v. In case L-1 supplier or any supplier after finalization of rate contract is not maintaining supply within stipulated contractual delivery, the balance quantity will be distributed in order of merit.
 - vi. The contract or forfeit the chance in tender, if any vendor (s) disposed off units/found to be sick/ running under unrest/ declared insolvency /nonrenewal lease deed during/ after finalization process/ during the validity of the contract without assigning any reasons thereafter.
 - vii. The offers of the vendor who are in banned list and offers of those firm who engaged with the services of banned firm the offers shall be summarily rejected .If the vendor is found in banned list of BHEL at later stage the PO shall be cancelled. The list of all banned firm is available in BHEL internet site at www.bhel.com.
 - viii. Any deviation to any points of this annexure or enquiry should be clearly mentioned in offer. Otherwise, it will be presumed that supplier agrees to these conditions.
Any deviation to BHEL NIT conditions and BHEL std practice will be suitably loaded as per BHEL current loading factors to arrive at total cost to BHEL to decide Total Landed cost to BHEL to arrive at L-1 status
- 14) Apart from the above, general terms & conditions of indigenous enquiry and purchase order issued by material management department vide BP -200102 , MM 5527 respectively will also be applicable (already available with the suppliers and hosted in B-2-B site <http://www.bhelbpl.co.in/mm/>).

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- 15) Acceptance of all the above Enquiry terms & conditions & annexures are required in your offer. The same is to be signed by the vendors and submitted along with Part-1 offer. Offers/Bids/Quotations may be rejected without submission of same. Deviation to be clearly mentioned in your offer else we assume that you have accepted all terms of BHEL. In case of e procurement enquiries as tender is submitted by verified DSC of vendor hence it will be presumed that all terms and conditions of tender and annexures are accepted in TOTO unless if any deviation is submitted or written in your online quotations .
- 16) **For Tender with RA** : BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available) on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in 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.” Annexure IX



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DECLARATION BY VENDOR

We declare that following family firms or sister concern affiliates/subsidiary firms are participating in tender No. E_____

1 M/s _____

2 M/s _____

3 M/s _____

I _____, hereby declare on behalf of M/s _____ and the family firms or sister concern affiliates /subsidiary firms listed above that we are not indulging in cartel information for Enquiry No. E.....

(_____)

For M/s..._____

(Sign & Seal)

DECLARATION CERTIFICATE
(FOR LOCAL CONTENT / MAKE IN INDIA)

This is to certify that the M/s _____ has quoted in BHEL, Bhopal against tender enquiry no. _____ for item _____ in which the minimum Local content* is _____.%. Details of the location at which this local value addition has been done is _____.

*Local Content means amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent. (As per Government of India circular no. P-45021/2/2017-PP (BE-II) dtd. 04.06.2020)

Date : _____

For M/s..._____

(Sign & Seal of Vender)

(To be Signed and Sealed by Bidder in Acceptance of above points in Totality)



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Annexure II

NEW BANK GUARANTEE SYSTEM 2016 FOR ALL LABOUR BASIS & MIXED BASIS POS

Please refer B-2-B site in BHEL Bhopal website and contact our BG section in ASX deptt for complete details in Office hrs.

a) In case of order, the vendor would be required to furnish Bank Guarantee (BG) as follows, if not stated otherwise in the main Enquiry :

1. **First order:** -Bank guarantee for vendors executing first order of ancillary & sub-contracting division shall be for 30%.
Subsequent orders: - Bank guarantee shall be for 10% cost of free issue material subject to maximum BG of Rs 30 lakhs for subsequent orders.
2. 10% BG of highest balance of MWF value (taking into account both PMIV & SMIV held by the fabricators), for A category i.e. for normal material of MS, SS, HSS, CRGO & CRNGO etc. for machining, Fabrication and lamination purpose and copper sheets for welding to transformer tank (based on highest balance of MWF value appearing at the end of each month starting from January to December of the previous calendar year)
3. 10% BG of highest balance of MWF value (taking into account both PMIV & SMIV held by the fabricators & based on highest balance of MWF value appearing at the end of each month starting from January to December of the previous calendar year) or value of material to be issued whichever is more for B category i.e. for high value item e.g. , thermal blades, turbine runner, liners and labyrinth for HVOF coating etc.
4. 100% BG of value of material to be issued for C category i.e. for very high value item like copper for moulding of conductors, silver for soldering etc.
5. Subject to minimum BG of Rs. 1,00,000 (Rupees one lakh only)
6. “UNDERTAKING FOR FREE ISSUE MATERIAL” on plain paper / letter head from vendors to be submitted (where 10% BG is proposed) which will be a part of every enquiry In case of e procurement enquiry your digital signature is enough for acceptance & digitally signed by you is considered as your acceptance.
7. Solvency certificate of equivalent amount of free issue material.

Note: - The BG is to be furnished in prescribed Performa and from BHEL approved Banks only (available in B2B site).

- a. Discontinue the practice of taking IB on Stamp paper and Net Worth Certificate.
- b. “UNDERTAKING FOR FREE ISSUE MATERIAL” ON PLAIN PAPER (unstamped) from vendors will be obtained (where 10% BG is proposed) which will be a part of every enquiry. In case of e procurement enquiry your digital signature is enough for acceptance & digitally signed by you is considered as your acceptance.
- c. To continue to obtain solvency certificate of equivalent amount free issue material

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Annexure III

UNDERTAKING FOR FREE ISSUE MATERIALS

M/s Bharat Heavy Electricals Limited
Piplani, Bhopal -462022 (M P)

Whereas M/s Bharat Heavy Electrical Limited (hereinafter referred to as 'The Customer' which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their office at Piplani, Bhopal 462 022, MP has entered in to a contract with M/s. _____ (hereinafter referred to as 'The Contractor' which expression shall unless repugnant to the context includes their legal representatives, successors and assigns for supply for free issue material on the terms and conditions as set out inter-alia, in the above said Purchase order/various purchase orders and various documents forming part there of hereinafter collectively referred to as the 'Said Contract' which expression shall include all amendments, modifications and / or variation thereto. This will also include other future fabrication and machining orders placed by BHEL during below mentioned period.

AND WHEREAS the customer has agreed to supply to the contractor major portion of raw materials / components etc. for the purpose of execution of the said contract by the contractor (the raw materials/ components etc.) to be supplied by the customer to the contractor hereinafter for the sake of brevity referred to as the "Said Materials" shall be under the custody and charge of the contractor and shall be kept, stored, altered, worked upon, machined/fabricated at the sole risk and expense of the Contractor.

Now Therefore in consideration of the pre-condition to the supply of the said materials by the Customer to the contractor, the Contractor hereby irrevocably and unconditionally undertake to compensate and keep compensated the customer from and against all loss, damage and destruction (inclusive but not limited) to any or all loss or damage and destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightening, explosion storage, chemical or physical action or reaction, bending, warping, exposure, resting, faulty workmanship, fabrication or faulty method or technique of fabrication, strike, riot, civil connection or other act or omission or commission whatsoever within or beyond the control of the Contractor, misuse and misappropriation (Inclusive but not limit to misuse or misappropriation by the contractor and the contractor's servant and or agents) Whatsoever to or of in the said materials or any part of item thereof from the date that the same or relative part of item thereof was supplied to the Contractor up to until the date of return to the Purchaser of the said material or relative part of item thereof or completed construction works incorporating the said material and undertake to pay to the customer forthwith on demand in writing without protest or demur the value as specified by the Customer of the said material or item or part thereof lost , damaged, destroyed, misused and / or misappropriated, as the case may be , together with the Customers costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance freight, packing and inspection costs/ or expenses) upto and aggregate limit of Rs. _____/- (Rupees _____ only) and/or additional value of material, if supplied to contractor.

1. The Undertaking shall be a continuing/ Undertaking and shall remain valid and irrevocable for all claims of the purchaser arising hereunder upto and until the midnight of _____. However, if the Contract for which this Undertaking is given is not completed by this date Contractor hereby agrees to extend the Undertaking till such time as is required to fulfil the Contract.

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2. This Undertaking shall not be determined on change of constitution or insolvency of the Contractor but shall be in all respects and for all purpose be binding and operative until payment of all moneys payable to the Customer in terms hereof.
3. The mere statement or allegation made by or on behalf of the customer in any notice or demand or other writing addressed to the contractor as to any of the said material or item or part thereof having been lost, damaged, destroyed, misused or misappropriated while in the custody of the contractor and / or prior to completion of the completed fabrication/ machining works and handing over the completed job thereof incorporating the said materials shall be conclusive of the factor of the said material or item or part thereof having been supplied to the Contractor and / or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be , while in the custody of the Contractor and / or prior to the completion of the fabrication/ machining/processing works and handing over the completed job thereof incorporating the said materials without necessity on the part of the customer to produce any documentary proof or other evidence whatsoever in support of this.
4. The amount stated in any notice of demand addressed by the customer to the Contractor as to the value of such said materials lost, damage, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by the Customer in connection therewith shall be conclusive of the Value of such said materials and the said cost and expenses as also of the amount liable to be paid to the customer without producing any voucher, bill or other documentation or evidence whatsoever in support thereof.

The undersigned has full power to execute this undertaking on behalf of the Contractor under the capacity as Chairman & Managing Director/ owner/partner of the Company.

Place : _____ For (Company Name): _____

Date : _____ Authorized Signature : _____

(Name, Sign & Seal of Company: _____)

Witnesses :-

1. Signarture : _____

Name : _____

Address : _____

2. Signarture : _____

Name : _____

Address : _____