



419 - 401/B
Effective date:
30.10.2017

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

TIRUCHIRAPPALLI - 620 014

SUBCONTRACTING /ADVANCED TECHNOLOGY PRODUCTS

Telephone: 0431-2575289 & 2575751

E-mail: ashwinkumar@bhel.in
arumugaraja@bhel.in

ENQUIRY:

Enquiry Title: Manufacturing of Divider plate & End pieces	ENQUIRY NUMBER:	622014E
	DATE:	17.11.2022
	DUE DATE:	08.12.2022

1. THIS IS ONLY A REQUEST FOR QUOTATION AND NOT AN ORDER
2. THE ABOVE REFERENCE IS TO BE QUOTED IN ALL CORRESPONDENCES

Kindly submit your quotation for "Manufacturing of Divider plate & End pieces" as per the Annexure G to this enquiry.

The Manager

(Subcontracting / ATP)

First floor, Building -2&4 ,

BHARAT HEAVY ELECTRICALS LIMITED

TIRUCHIRAPALLI - 620014

duly super-scribing the above Enquiry Number and Due date. The details are given in the Annexures (enclosed).

The offer subject to the acceptance of terms and condition enclosed should reach us before 14.00hrs. on the due date. The tender will be opened at 14.30hrs, on the due date in the presence of tenderers, who are all present.

Sl.No.	Description/Drawing No.	Qty.No.	Details of Material supply	Delivery	Scope of Work
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PLEASE REFER ATTACHED ANNEXURES OF ENQUIRY FOR FURTHER DETAILS

The following points may be noted before submitting the Tenders.

1. Quotations received after the prescribed time for tender opening on the due date will not be considered
2. It is mandatory to fill the enclosed form for confirmation of terms & conditions (Annexure C1) for this enquiry
3. The quotation prices should be furnished both in figures & words (Indian Rupees). In case of discrepancy in value between figures and words, the quoted rates in words will only be considered.
4. Enquiry front page (419-401/B), Scope of operations (Annexure-A), Points for processing attestation material (Annexure-B), Terms and conditions of enquiry (Annexure-C), confirmation of commercial terms & conditions (Annexure-C1), General conditions for submission of offer (Annexure-G), Prequalification criteria (Annexure-P), Annexure -N (for new vendors only) and Section-V - Third party Non- Disclosure Agreement have to be accepted and a signed copy of all the pages of the above mentioned documents has to be submitted along with technical and commercial bid.
5. Any deviations from the specifications, terms and conditions of the enquiry, are to be furnished separately as "Schedule of Deviation". In the absence of Schedule of Deviation document, BHEL will presume that all terms and conditions of this tender are accepted by the vendor.
6. All price quotations should be followed by the below mentioned quote and duly signed under.
"We are accepting all the terms and conditions of this BHEL tender"

In the absence of the above statement, BHEL will presume that all terms and conditions of this tender are accepted by the vendor.

[Handwritten Signature]

[Handwritten Signature]
17-11-2022

For BHARAT HEAVY ELECTRICALS LIMITED
MANAGER/ SC & MP / ATP

ASHWIN KUMAR MAROLI
Manager - MP & SC
Advanced Technology Products
BHEL, TRICHY - 620 014.



BHARAT HEAVY ELECTRICALS LIMITED

TIRUCHIRAPPALLI - 620 014

SUB CONTRACTING / ADVANCED TECHNOLOGY PRODUCTS

ANNEXURE-G

BHEL Enquiry No. 622014E dt 17.11.2022

GENERAL CONDITIONS FOR SUBMISSION OF OFFER

1. The tender will be operated on two part bid basis i.e.
 - I. Techno-Commercial Bid &
 - II. Price Bid
2. The offer is to be submitted in a single envelope containing two envelopes. i.e. Part - I (Techno Commercial Bid) and Part - II (Price Bid)
3. Part – I (Techno-Commercial Bid):
 - I. Duly Signed Tender Documents
 - II. Duly signed Annexures – A, B, C, G & enquiry front page 419-401/B
 - III. Duly filled & signed Annexure – C1, & P (Confirmation of commercial terms & conditions & Prequalification criteria)
 - IV. Signed and filled Annexure – N (Applicable for New Vendors only. Supporting documents should be submitted along with this bid)
 - V. Section –V Third Party Non-Disclosure Agreement

This Part – I document should be sealed in a separate envelope by clearly marked “Part I – Techno - commercial bid” indicating Enquiry No., Due Date., address & reference of the bidder.

4. Part – II (Price Bid):
 - I. Duly filled and signed Quotation – Include all the costs and quote as Rate per piece basis (in Rs.) for each Sl.No. as in “Format R”

This price bid should be sealed in a separate envelope by clearly marked “Part II – Price bid” indicating Enquiry No., Due Date., Address & reference of the bidder.

5. It is requested to put the above two envelopes (Techno-Commercial Bid & Price Bid) inside a separate larger sealed envelope and this envelope shall be super scribed as “Techno-Commercial Bid and Price Bid” for Enquiry No. 622014E Dt.: 17.11.2022 Due Dt.: 08.12.2022
6. The offer should be addressed to:
Manager
Sub-contracting / ATP
2&4 Building (First Floor)
Bharat Heavy Electricals Limited
Tiruchirappalli - 620 014
7. Any clarifications related to the enquiry should be addressed to ashwinkumar@bhel.in and arumugaraja@bhel.in and Enquiry number should be mentioned in the subject. Any clarifications without the reference of tender number in the subject will not be entertained.
8. Any techno commercial clarifications/request for tender due date extensions with valid acceptable reasons to be addressed to BHEL prior to 48 hours of tender due date. BHEL reserves the rights to extend the due date as per their discretion.
9. Tenders should be free from CORRECTION AND ERASURES. Corrections if any must be attested by authorised signatory of supplier; all amounts shall be indicated both in words as well as in figures.
10. Vendor details to be filled as per Table:1

Sub-Contracting/ATP

S. ARUMUGA RAJA 1

Dy. Manager

Subcontracting / ATP

BHEL, Trichy - 620 014.

Table:1 Vendor contact Details

1.	Vendor Name	
2.	Address	
3.	Phone / Mobile	
4.	E mail	
5.	Website	
6.	Contact person details	



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BHARAT HEAVY ELECTRICALS LIMITED

TIRUCHIRAPPALLI - 620 014

SUB CONTRACTING / ADVANCED TECHNOLOGY PRODUCTS

ANNEXURE- A TO ENQUIRY No: 622014E / Dt 17.11.2022

COMPONENT DETAILS: Table :1

Sl. no.	Description	Drg/ rev	Work order & Du -part no.	Total qty (Nos.)
01	Primary Divider plate	3-HE-171-02962/01	D157-001-1-93-101-000-0106	4
02	Primary End piece	3-93-171-05445/00	D157-001-1-93-171-000-0104	4
03	Primary End piece	3-93-171-05445/00	D157-001-1-93-171-000-0115	4

Raw material supply: Table:2

Sl. No.	Part No.	Size dia / Thk x Length x Width	Description of Component	Material specn.	Qty	Unit
01 to 03	0101	40 x 1250 x 2500 mm	SS plate	DIN 1.4550	4	No.

SCOPE OF WORK - GENERAL AND DELIVERY CONDITIONS

1. Vendor shall prepare the Operation Process Sheet and get it approved by BHEL.
2. Vendor to collect raw materials with attestation from BHEL Trichy stores.
3. Vendor to prepare cutting plan for the items.
4. Fabrication of Divider Plate and Primary End Pieces as per OPS and drawing.
5. Delivery of the finished product at BHEL Trichy shops.
6. Finished product Inspection will be done by BHEL QC & NPCIL QS.
7. Enough care must be taken during handling, storage and pressing of Stainless Steel material to ensure no dents and scratches are made on raw material.
8. Trial pressing to be established with vendor's own material (if required) before taking up of actual job.
9. Balance material, if any shall be returned to BHEL Trichy.

SCOPE OF WORK - PRESSING

1. Marking for Divider Plate (1 no.) and Primary End Pieces (2 no.) for one plate. Stamp transfer by BHEL QC and NPCIL QS.
2. Profile marking as per development drawing with allowance for pressing.
3. Pressing of divider plate & end pieces to dimensions as per drawing.
4. Marking of excess material of profile and inspection clearance by QC/BHEL.
5. Cutting off Divider plate and End Pieces to individual items.
6. Grinding of excess material as per marking.
7. (A) Marking for Edge preparation in Divider plate as per the detail DD and JJ of drawing
(B) Marking for Edge preparation in Primary End Pieces as per detail X1X1 and X2X2 of drawing.
8. Grinding & Edge preparation as per marking /drawing.

RAW MATERIAL SUPPLY DETAIL:

Material supply by Dec'22 (tentatively).

DELIVERY SCHEDULE:

D157 Qty 12 Nos.

8 months from the date of material issue & OPS approval

General Notes: -

1. Offer shall be given in rate per piece in attached "**Format R**" only. Suppliers have to quote for all items. L1 rate will be evaluated for full package. Offers which does not include all the items will be rejected.
2. All the material shall bear identification details with QC/BHEL (or) QS/ NPCIL stamp/signature/tag during all stages of manufacture.
3. Handover all the stage inspection and final inspection reports, dimensional reports, OPS and sketches to S/C-ATP/BHEL.
4. Deposition of finished components at Stores/ Production Shop ATP BHEL in proper condition to avoid any damages.

fd
fh


Subcontracting / ATP

S. ARUMUGA RAJA

Dy Manager

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30.10.2017

BHARAT HEAVY ELECTRICALS LIMITED

TIRUCHIRAPPALLI - 620 014

SUB CONTRACTING / ADVANCED TECHNOLOGY PRODUCTS.

ANNEXURE: B – 622014E dated 17.11.2022

IMPORTANT POINTS TO BE NOTED WHILE PROCESSING THE ATTESTED MATERIAL.

- 01) Raw material should not be taken up for machining/processing without attestation card.
- 02) The details given in the Attestation card should tally with the details punched on the raw material along with Inspector's seal.
- 03) Before gas cutting/hacksaw cutting/machining, attestation particulars are to be transferred to individual pieces along with BHEL Inspector's seal.
- 04) BHEL Inspector alone is authorised to put his Seal on attested material.
- 05) The following details should be punched each component. If the components are too small, the details may be punched on a small Metal Tag and tied after consulting our Inspector.
 - (i) Attestation card numbers.
 - (ii) Material specification.
 - (iii) Melt number
 - (iv) BHEL's Inspector's Seal.
 - (v) Firm code number.
- 06) Before taking up the raw material for processing, clearance is to be obtained in writing from our Inspector.
- 07) If any attestation particulars are removed during machining the same is to be transferred immediately on the machined area along with our Inspector's Seal.
- 08) Before punching, if it is not a machined area, the same is to be thoroughly cleaned by grinding, Sand blasting or at least by wire brushing. At no circumstances, the attestation shall be made on mill or heat treatment scale.
- 09) Use only 3mm letter and number punch. The punching depth shall be uniform and legible.
- 10) The attestation details are to be clearly bordered with yellow paint. Bordering is to be done only after applying rust preventive oil.
- 11) Attestation card is to be sent to Stores along with despatch documents. If any part supply is made, a true copy of the attestation card duly signed by our Inspector is to be sent along with the despatch documents. In such case, the last consignment is to be despatched with original attestation card.
- 12) All useable and bits are to be returned to our stores should have the attestation details with BHEL Inspector's Seal.
- 13) Before despatch, Subcontractor should ensure that all the above points are followed without fail and ensure that the attestation details punched are correct.


17.11.2022

Subcontracting / ATP



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08.08.2022

BHARAT HEAVY ELECTRICALS LIMITED TIRUCHIRAPPALLI - 620 014

SUB CONTRACTING / ADVANCED TECHNOLOGY PRODUCTS

ANNEXURE C

TERMS AND CONDITIONS TO ENQUIRY/PO NO: 62 2014 E/ dt. 17.11.2022

“POINTS NOT APPLICABLE SHALL BE STRUCK OFF”

- 1.0 TENDER OPENING AND FINALIZATION
- 1.1 BHEL reserves the right to negotiate with the L1 supplier, if required.
- 1.2 The Tender documents shall be signed by the Authorized Signatory Only. Authorized signatory shall be the person holding “power of attorney on behalf of the firm/company/Bidder concerned and authorized/empowered, by MD or Board of Directors or owner of the firm, to act on behalf of the firm for quoting this Tender and all proceedings connected with, till finalization and execution of the Contract.
- 1.3 In case of Single Ownership / Proprietorship establishments, the Tender shall be signed by the Owner / Proprietor Only.
- 1.4 Late offers received after the specified time will be rejected. BHEL shall not be responsible for any postal delay.
- 1.5 The representative of the Bidder, who desires to witness the Tender opening, may have to produce the Authorization Letter. The representatives without Authorization Letter will not be allowed to participate in the tender opening.
- 1.6 Only one representative from each Bidder will be allowed to participate in the Tender opening with valid identity.
- 1.7 BHEL has the right to refloat or short-close the tender, if L1 price is not the lowest acceptable price, or for any other reasons. No claim or compensation shall be admitted by BHEL in such an event.
- 1.8 It will be the firm's responsibility to ensure that the tender documents, framework agreement, Drawings, Quality documents and related technical & commercial conditions are studied and understood fully before submitting the offer. Any technical clarifications required can be sought in person or by e-mail before offer submission.
- 1.9 BHEL will conclude that the offer has been submitted by the firm fully understanding all the requirements both explicit and implied and other conditions and accepting the same. After tender opening, the bidders are not allowed to change/alter any of the conditions either partly or fully.
- 1.10 On the due date of tender opening, only the technical bids will be opened. Technical bids will be evaluated by BHEL and clarifications required, if any, will be called for from the bidders on technical and commercial points. The price bids of techno-commercially suitable bidders will be opened on a later date with prior intimation to respective bidders.
- 1.11 Bidders participating in the tender should declare in their technical bid whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer, it will be construed that

the bidder is not under any such hold. However, at a later date if it comes to the notice of BHEL about any such hold under enforcement, BHEL reserves the right to reject the offer at any point of time and also under any stage of the finalization of the tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably.

2.0 QUOTATION BY SUPPLIERS:

- 2.1 Suppliers to quote the rates for items in the format "R" as rate per item which will include all the charges like manufacturing charges, inspection charges, delivery charges, material collection charges etc. Applicable Taxes (If any) shall be mentioned separately in the format "R".

3.0 ACCEPTANCE OF THE PURCHASE ORDER:

- 3.1 In the absence of any objection received from the supplier within 7 days after the receipt of our Purchase Order, it will be presumed that the Order is fully accepted by the supplier.

4.0 MANUFACTURING OF COMPONENTS: -

- 4.1 The items are to be strictly manufactured as per Scope, applicable drawings and approved OPS/ Quality Documents.
4.2 Attestation procedure is to be followed wherever required as per Annexure-B.
4.3 The supplier shall ensure the availability of all the documents such as relevant Purchase order, detailed scope, drawings, quality documents etc.

5.0 INSPECTION

- 5.1 Inspection of the finished components will be done by BHEL & Customer Inspection agencies (applicable as per OPS and scope of work) for which a register for dimensional report shall be maintained at your works and you have to provide all the required facilities Free of Cost. The Inspection results will be given in Online IR (INSPECTION REPORT) which would be raised by the Supplier.
5.2 The items requiring first-off clearance for bulk production shall be offered for Inspection immediately after the manufacturing completion of sample pieces. Only on getting the approval from our Inspector and authorised representative in writing, further work on bulk production is to be started.
5.3 In case of partial or full raw material supply by BHEL for rejection due to our raw materials defect, we will allow proportionate payment to the extent of work carried out. For rejections due to operator's fault we will recover the cost of the raw materials at our current book rates plus 20% thereof, or 40% thereof, if it is an imported material plus applicable taxes (GST). However, no cost shall be recovered when the rejection is less than 2% of the total PO quantity of that order.

6.0 PAINTING AND PACKING OF COMPONENTS

- 6.1 All the machined surfaces are to be applied with peelable plastic compound "SPRAYPEEL" make (applicable as per OPS and scope of work).
6.2 Supplier's code number allotted by us should be punched and encircled with white paint on the finished components.
6.3 Any deviation from the scope of machining shall be suitably painted as per IR, on the component at the appropriate place.
6.4 Wherever our work orders specified in the Purchase order, the details of Work Order Number, Du-Part Number, Quantity Numbers and weight in Kgs., apart from the IR. No., Should be painted in white paint on any prominent surface of the component or on a metal tag of size 100x175 mm for smaller items, initially applied with Red oxide primer to IS2074 and further applied with a coat of Varnish to avoid peeling off the paint.
6.5 All items, which are having threading at the ends, should be covered with tar impregnated gunny cloth strap with the wire.

- 6.6 The finished component should be packed suitably before effecting despatch so as to prevent distortion and damage to the fabricated items either in transit or in handling.

7.0 TERMS OF DELIVERY FOR FINISHED COMPONENTS

- 7.1 The finished goods should be deposited at our Stores at your cost. It is the supplier's responsibility to do all the co-ordination works with BHEL stores/concerned agencies for delivery of finished components.
- 7.2 The Delivery challan should be prepared for each Purchase order / Work order separately as per our Pro forma.
- 7.3 The consignment should accompany one copy of IR, meant for our stores and six copies of Delivery challan.
- 7.4 In general, delivery period shall be as mentioned in the annexure to enquiry and this period shall be from the P.O date / last material issue date, whichever is later.
- 7.5 BHEL will have general supervision and direction over the work, & has the right to guide/direct or stop the work if necessary, to ensure the proper execution of the contract.
- 7.6 BHEL reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute, the fabricator may appeal to BHEL whose decision shall be final and binding.
- 7.7 In case of inordinate delay beyond the delivery period, BHEL reserves the right to cancel the Purchase order.
- 7.8 BHEL reserves the right to cancel the purchase orders at any time or/and reduce the order quantity during the period of execution of contract.

8.0 GUARANTEE CERTIFICATE:

- 8.1 Not applicable for FIM. (Applicable only for Contractor's material)

9.0 TAXES & DUTIES:

- 9.1 Rates for items shall be quoted as per the prescribed format "R" only.
All applicable taxes payable as extra to the quoted price should be specifically stated in offers along with GST registration number in the prescribed format "R". Our GSTN Code :- 33AAACB4146P2ZL
Registered Address with GSTN :- Bharat Heavy Electricals Limited HPBP and SSTP, Thiruverumbur, Trichy – 14. (For GST related queries, pls contact:- gst.try@bhel.in)
- 9.2 **Suppliers are required to ensure compliance of GST provisions and registration of their firm as per GST act 2017.** In case of any changes in taxes and duties as per government notification, the same shall be applicable from time to time.
- 9.3 Material cost, GST and applicable interest, as per the existing tax laws, for materials lying at their works for a period more than one year, whatsoever may be the reason for retention of the material, if any, shall be borne by the supplier.

10.0 PAYMENT

- 10.1 Payment for ~~100%~~ or 90% will be made after X (Refer : Note A) days from the date of receipt of finished goods and acceptance of materials (when the materials are supplied whether partially or fully to BHEL) supported by:

a)	OPS and all related documents.
b)	Material accountable Statement for BHEL supplied material / FIM.
c)	In case of 90% +10% payment type, balance 10% last payment shall be made only on completion of the order after duly accounting for rejections, short supplies (if any) and return or raw materials.
d)	Invoice of three copies in original along with DC and IR , addressed to DGM/Finance and routed through Manager / subcontracting / ATP
e)	Payment of proportionate machining charges for the rejected pieces due to material defect will be made against your Invoices in duplicate supported by 2 copies of IR. & Delivery challan acknowledged by our stores.

Note A : "X" for MSE vendors, Medium scale vendors and Non MSME vendors are as below:
For Micro & Small Enterprises vendors - after **45** days from the date of receipt and acceptance of materials.
For Medium Enterprises vendors - after **60** days from the date of receipt and acceptance of materials.
For Non MSME vendors - after **90** days from the date of receipt and acceptance of materials

11.0 LIQUIDATED DAMAGES

Items are to be delivered within contractual delivery duration. Items delivered beyond contractual delivery duration from the last date of issue of raw material are liable for liquidated damages at the rate of 0.5 % of the pending Purchase Order Value per each delayed week or part thereof for a maximum of 10% of Total Purchase Order Value (PV).

If PO delivery needs to be extended for reason attributable to BHEL, firm may request BHEL in writing for delivery extension with justifications and supporting documents before furnishing invoice for PO items.

Reasons like power cut, labour issues, machine break down, etc. which are controllable by the firm shall not be accepted as reason for delivery extension purposes/delay.

12.0 SPECIAL CONDITIONS FOR SUPPLIES WITH BHEL MATERIAL

12.1 Issue of materials:

- a) The raw materials are to be collected from BHEL by Supplier at Supplier's cost. It is the supplier's responsibility to do all the co-ordination works with BHEL stores/concerned agencies for the collection of raw materials.

~~Or~~

~~The raw materials will be supplied at Supplier's works at BHEL's cost.~~

- b) Materials will be issued in a sequential manner, based on the delivery and assembly requirements. Hence material collection may be required as per the assembly requirements.

12.2 Bank Guarantee:

- a) You will have to execute a Bank guarantee for the value of Rs. **4,00,000** /- for satisfactory performance of the order and also for the safe custody of the raw materials. The guarantee shall be executed on a Non-judicial stamp paper of value Rs.100/-. All bank charges will be to the supplier's account.
- b) In case any bidder does not accept for submission of Bank guarantee, their offer is likely to be rejected.
- c) The FDR/BG return letter is to be submitted by the supplier only after 90 days from last GR date. Completed Format No 437-045 (latest revision) to be submitted along with a request letter for return of FDR /BG.

12.3 Delivery of rejected items:

- a) In case of partial or full raw materials supply by BHEL, for rejection that may take place during the course of operation due to defective raw materials, BHEL will allow proportionate payment to the extent of operation carried out. However, such materials shall be deposited at our stores at your cost along with 3 copies of PDO, one copy of IR and 4 copies of Delivery challan.
- b) The rejected items due to faulty workmanship in your materials are to be deposited at our Stores at your cost.

12.4 Accountability of Raw materials:

- a) Cutting Plan for the materials issued by BHEL is to be submitted by the supplier within five days from the date of issue of the materials and the same should be approved by BHEL before the commencement

of the work. Any surplus / additional/ balance raw material to be returned by the supplier as per the approved cutting plan and accounted by BHEL through PMAS/FMAS.

- b) Please note that the supplier is responsible for prompt material accounting. Inordinate delay in settling the material accounting will lead to delay in processing the bills and payment block may be effected by BHEL.
- c) All the materials of BHEL, Tiruchirappalli shall 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 supplier's assets in any of the statements of the supplier to any party.
- d) Inventory statement has to be submitted every year by Supplier for materials supplied by BHEL. If the contractor fails to produce or properly account the materials issued, BHEL Tiruchirappalli will have right to take further action as deemed fit including recovery of the value of materials along with the respective administrative charges and statutory levies from the running bills of the Supplier/ temporary suspension of load/ termination of contract/de-listing.
- e) Any act of Supplier resulting in dishonest, misappropriation or conversion of the materials issued for his own use shall constitute the offence of Criminal Breach of Trust under Indian Penal Code and/ or such other offences under any other provisions of law and Contractee shall have every right to proceed against the Contractor under Criminal Law in order to ensure proper punishment to such perpetrator (Supplier) for the said offence/s. In such cases, BHEL shall take all necessary steps to recover the material available with supplier.
- f) Balance of raw materials will be accounted on completion of the order. Balance materials will have to be returned by supplier to BHEL Stores.
- g) ~~Turnings and borings / wastages are to be returned to BHEL Stores.~~
or
Turnings and borings / wastages need not be returned to our Stores. You may give due Credit to the value of the same in your quotation and accordingly quote.
- h) The cutting plans as approved by us shall be kept at your premises (for a minimum period of 3 years from date of cutting plan approval) and to be made available when required by BHEL officials or their representatives.
- i) It should be ensured that the jobs shall be fabricated as per the approved cutting plans.

12.5 Returning of Documents:

- a) All the documents of BHEL including drawing made available to the fabricators should be kept in strict confidence and under no circumstance be made available to others or allow others to make use of them. Such documents shall be returned to us on demand after completion. This secrecy clause is binding on the employees of the fabricators also. Any contravention will be viewed seriously that may include cancelling the contract or legal action on the supplier.

12.6 Contacts:

- a) Details of contact person's name, designation, department with complete postal and e-mail address along with phone office/mobile/fax numbers to be mentioned.

12.7 Subletting :

The supplier shall not sublet or assign any portion of work without the prior permission of BHEL. If any portion of work requires the special process (like heat treatment, plating, welding and slotting), the supplier may sublet only with prior permission. In the event of the supplier subletting any portion of work without such permission, BHEL shall be entitled to cancel the order and execute the same elsewhere at risk and cost of the supplier and the supplier shall be liable for any loss or damage which BHEL may sustain in consequence of such event.

13.0 RISK PURCHASE:

- 13.1 After placement of order, in case the supplier fails to execute the order, the supplier shall be put on Hold within the unit for all the item(s)/ Material Category (ies)/ type of work(s). Also BHEL will get the job

done through other suppliers at the risk and cost of Rate Contract Supplier and the extra expenditure involved if any shall be recovered from the Rate Contract Supplier for any amount due to them.

14.0 PROVISION OF ADEQUATE SAFETY MEASURES:

- 14.1 The supplier shall maintain and ensure necessary safety measures with respect to plant, machinery and personnel at his works as required, during manufacture, visits of BHEL personnel and inspection of the job. If any equipment is found not complying with proper safety requirements/conditions, then BHEL may withhold visit/inspection or instruct stoppage of work till such time the desired safety requirements are met.

15.0 CARTEL FORMATION:

- 15.1 All the firms should desist from forming cartel, as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002.
- 15.2 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.

16.0 BHEL FRAUD PREVENTION POLICY:

- 16.1 The Bidder along with its associate/collaborators/sub-contractors/sub-suppliers/consultants/service providers shall strictly adhere to BHEL Fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

17.0 DISPUTE RESOLUTION:

- 17.1 Any dispute arising out of or in connection with this Agreement shall be finally settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996 as may be amended from time to time. Unit Head / BHEL, Trichy – 620 014 or his authorized representative shall be the Sole Arbitrator and his decision shall be final and binding on both the parties. The place of arbitration shall be Tiruchirappalli, and the language shall be English. The courts at Tiruchirappalli shall have exclusive jurisdiction on any dispute arising out of or in connection with this Agreement, if intervention of court is warranted, subject to the arbitration provided above.



(Signature)
Subcontracting / ATP

ASHWIN KUMAR MAROLI
Manager - MP & SC
Advanced Technology Products
BHEL, TRICHY - 620 014.

FORMAT- R

Enquiry No: 622014E/dated 17.11.2022

Due Date: 08.12.2022

Firm GST NO: _____

Sl No	Material Description as mentioned in Enquiry	Qty. (A)	Rate (in INR) / Unit (B) – excluding taxes		Rate (in INR)/ Item (AxB) -excluding taxes
			In Figure	In Words	In Figure
10	Primary Divider Plate	4			
20	Primary End Piece	4			
30	Primary End Piece	4			
Total					XXXXX

All rates quoted above for each item shall be inclusive of cost of all activities including processing, transportation, etc and shall be without any taxes.

Applicable rate of GST for the offer is as below:

Taxes extra at _____ % SGST (If applicable) Taxes extra at _____ % CGST (If applicable) Taxes extra at _____ % IGST (If applicable)

We are accepting all the terms and conditions of this BHEL Enquiry.

Authorised signatory with seal

Commercial Terms & Conditions
Annexure-C1 to Enquiry NO 622014E dated 17.11.2022

SL. NO.	DESCRIPTION	TERMS & CONDITIONS BY BHEL	VENDOR CONFIRMATION
01	VALIDITY	The quoted rates should be kept valid up to 12 Months from the date of opening of price bids.	
02	FREIGHTAGE FOR		
	i) <i>RAW MATERIAL</i>	To be collected by firm.	
	ii) <i>FINISHED COMPONENT (Packing & Forwarding)</i>	To be delivered by firm.	
03	TAXES & DUTIES	Refer points 9 of Annexure –C	
04	PAYMENT TERMS	Refer point 10 of annexure-C	
05	LIQUIDATED DAMAGES	Refer point 11 of annexure-C	
06	BANK GUARANTEE	You have to execute a bank guarantee for Rs 4,00,000 /- before material collection (Refer 12.2 of Annexure C)	
07	DELIVERY SCHEDULE	Refer Annexure- A	
08	RISK PURCHASE CLAUSE	Refer point 13 of Annexure-C	
09	MSME Category	MSE vendors can avail the intended benefits only if they submit UDYAM Registration Certificate. If applicable, UDYAM Registration Certificate copy to be submitted along with this offer.	
10	OTHER TERMS(IF ANY)	Packing to be done to ensure safe transportation of materials. Threads shall be suitably covered to prevent any damages.	
11	Vendor contact details	Vendor Name, address, phone, mobile, email website, & contact person details to be provided (Refer Annexure –G Table:1)	

Authorised signatory with seal

PRE-QUALIFICATION CRITERIA FOR 622014E dt 17.11.2022
Manufacturing of Divider plate & End pieces
ANNEXURE – P (Applicable for all vendors)

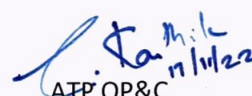
PRE-QUALIFICATION CRITERIA (TECHNICAL REQUIREMENTS)			
SL.NO.	DESCRIPTION	BHEL REQUIREMENTS	VENDOR CONFIRMATION / DEVIATION
01	CAPABILITY OF FABRICATION OF SIMILAR COMPONENTS	Only those vendors who have capability in doing these type of works should quote. - Proof of capability shall be submitted in document form: Any document mentioned below can be submitted - Recent similar Purchase order - Availability of Machine with required capacity - Previous experience details with records etc. - Any other document which can prove capability. - BHEL reserves the right to verify the information provided by vendor. In case the information furnished by vendor is found to be false / incorrect, the offer shall be rejected.	
02	COMPLIANCE WITH THE PROCEDURE	The vendor should submit a detailed method of control, and other pertinent details that will ensure compliance with the requirements of this enquiry.	
03	EQUIPMENTS/ MACHINES TO BE USED	Details of Equipment/Machines proposed to be used with calibration certificates (if required), shall be submitted by the vendor.	
04	QMS REVIEW	Suppliers shall submit Quality Management System (QMS) before enquiry due date by i) Email to mail id mentioned in Annexure-G sl. No 7. (or) Hard copy to ATP/SC section address as mentioned in Annexure-G sl. No 6. The acceptance of such offers is subject to acceptance of supplier's QMS by BHEL's customer NPCIL.	
05	TRIALS	Trial to be established with vendor's own material (if required by vendor) before taking up of actual job.	

NOTES:

- The Vendor shall attach annexures and provide detailed explanation wherever necessary.
- Only those vendors who are meeting the pre-qualification criteria shall be considered for further tender processes.


ATP SC

S. ARUMUGA RAJA
Dy. Manager
Subcontracting / ATP
BHEL, Trichy - 620 014.


ATP OP&C
C. KARTHIK
Dy. Manager / OP & C
Advanced Technology Products
BHEL, TRICHY - 620 014



BHARAT HEAVY ELECTRICALS LIMITED

TIRUCHIRAPALLI 620014

ATP/ Subcontracting

SECTION V - THIRD PARTY NON-DISCLOSURE AGREEMENT

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

I warrant and agree as follows:

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

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

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy's business, or in any way obtained by me during the course of contract.

I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

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

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

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

Dated at _____, this _____ day of _____, 20____.
(Place) (Date) (Month) (Year)

Name:

Company:

Signature & Seal:

BHEL Enquiry No.622014E dated 17.11.2022
ANNEXURE - N (For NEW VENDORS only)

Sl No	Details	Document submission
1	Nature of ownership & relevant documents (Proprietorship-Professional Tax Regn & Municipal Regn; Partnership firm – Partnership Deed; Co-operative society – Society rules & bye laws ; Private/Limited Company – memorandum & Articles of Association)	
2	Product or Service range & facilities: • List down the product range & specification details. • List of Manufacturing facilities/equipment's (including material handling facility)	
3	Licence details of the factory	
4	• Permanent Account No • GST registration number • Udyam registration certificate (If applicable)	
5	If registered with any other BHEL unit • Letter of registration with BHEL unit (If applicable) • Proof of successfully executed or executing purchase orders	
6	Accreditation certificate for ISO 9001: 2015 / Quality System manual / ISO:14000 / OHSAS ISO 18000 (If available)	
7	Balance Sheet for the last three years along with the audit report	
8	EXPERIENCE IN SIMILAR TYPE OF WORK (All the new vendors should enclose a Purchase Order copy against their previous experience)	



Prepared

S. ARUMUGA RAJA
Dy. Manager
Subcontracting / ATP
 BHEL, Trichy - 620 014.



Approved

ASHWIN KUMAR MAROLI
Manager - MP & SC
Advanced Technology Products
 BHEL, TRICHY - 620 014.