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NOTICE INVITING TENDER

Offers in two-part bids against subject e-tender “**Open Tender Enquiry No. 202303721 Dated (Published Date)**” are invited from OEMs / authorized dealers for “**Framework Agreement (FA) for 01 Year for Supply of Aluminum Filler Wires as per NIT on F.O.R. BHEL Rudrapur delivery basis**” as per detailed scope defined in above referred tender by the undersigned on the behalf of **BHARAT HEAVY ELECTRICALS LIMITED** hereafter referred as **BHEL** as per the tender document.

Following salient points relevant to the tender may please be noted. `

Salient Features of NIT:

Sl. No.	Issue	Description
1	Issue of Tender Documents	As per NIT.
2	Last Date and Time of Offer Submission	As per NIT. Placed: <i>on https://eprocurebhel.co.in</i>
3	Opening of Tender	As per NIT.
4	Submission of offer	Offer against subject tender can only be submitted on BHEL e-procurement portal https://eprocurebhel.co.in against ref no. 202303721 . Offer received in any other mode like postal etc. shall not be entertained.
5	Corrigendum / Addendum	All corrigendum/addendum in subject NIT shall be updated on BHEL e-procurement portal https://eprocurebhel.co.in . No Press advertisement in this regard shall be published in any newspaper. Bidders are requested to visit above portals/websites on regular intervals to keep abreast with latest updates.
6	Document Cost	NIL
7	Pre-Bid Meeting	Not Required
8	List of Documents (PQR /Technical) (First Envelope)	1. NIT 2. Special Conditions of Contract (SCC) 3. QAP 4. RA Guidelines'2021 Amdt. 02.09.2023 5. Packing Requirement (5-Layer Protection Packing)

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		6.NALCO Circular Dated 01.03.2024 7. IS-5897 8.Tax Sheet Remarks: Techno-Commercial Bid (First Envelope). All tender documents signed and stamped should be attached along with Part-I bid.
9	List of Documents (Price BID) (Second Envelope)	1. Price Bid (BOQ) Remarks: Price Bid (Second Envelope)
10	Award of Order	Frame Agreement shall be signed with bidder who will be techno-commercially qualified and quotes “lowest landed cost to BHEL” subject to BHEL acceptance.
11	Contact Persons from BHEL	Following officials may be contacted for any clarifications in subject tender. <ol style="list-style-type: none"> 1. Mr. Shyam Bihari Jaiswal, Manager /MM, Ph No. 05944-257205 / 999 7693 555 E-Mail: shyamb@bhel.in 2. Mr. Vipul Kumar, Engineer /MM, Ph No. 05944 257 208 / 8979773700 E-Mail: vipul@bhel.in
12	Price	Price Variation Clause shall be applicable as mentioned in SCC/NIT
13	Evaluation Method	Item Wise Evaluation shall be done.

Additional Terms and Conditions:

a) Risk Purchase Clause-Risk Purchase Clause: If the supplier fails to deliver the whole or any part of the goods or services within the stipulated delivery period mentioned in the Purchase order, BHEL shall be entitled to terminate the contract and to purchase the same or “the best and the nearest available substitute” from elsewhere at the risk and cost of the seller either the whole or any part of the goods/Services. In case of deviation or non-acceptance of Risk Purchase clause, offer shall be liable for rejection. Risk & Cost Amount payable by Supplier or recoveries in-lieu of Risk Purchase may be recovered from supplier by encashing/invoking Bank Guarantee, Security Deposits available with BHEL against the same or any other contract or may be adjusted against dues payable to supplier by BHEL against other purchase orders/contracts/work orders etc. by any unit/region etc. of BHEL. Risk and Cost against Balance Work:

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Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where, A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

b) Suspension of Business Dealings-Action shall be taken as per extant BHEL

"Guidelines for Suspension of Business Dealings with Suppliers/Contractors AA/MM/SB/01 Rev.02 Dated 22.07.2016" against Supplier as well their agents who either fail to perform or are in default without any reasonable cause like force majeure, cause loss of business/money/reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding processor influence the price, tempering with tender process etc. Further details in this regard can be accessed through BHEL website www.bhel.com

c) Fraud Prevention Policy-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 <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."

d) Cancellation of Contract-In the event of non-performance of the contract by the supplier within specified delivery period, BHEL reserves the right to cancel the purchase order with issue of a written notice through e-mail/postal etc. BHEL would provide a curing period of not more than 15 days for the supplier to rectify the situation without any prejudice to terms and conditions mentioned in Purchase order/Framework Agreement. If situation is not rectified within notice period after issuance of notice, BHEL shall be free to execute Risk purchase in addition to invoking of CEBG and other legal remedies.

e) Arbitration-In case amicable settlement is not reached between the Parties, in respect of any dispute or difference or claim or controversy arising out of the formation, breach, termination, validity or execution of the Contract(or Agreement) or the respective rights and liabilities of the parties or in relation to interpretation of any provision of the Contract or in any manner touching upon the Contract, then, either party may, by a notice in writing to the other Party refer such dispute or difference or controversy of claim, (except as to any matters, the decision of which is specifically provided for therein) to the sole arbitration by the arbitrator appointed by Head/In-Charge of the BHEL Unit/Division/Region. b) The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties to the dispute. c) Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India), or other statutory modifications of re-enactments thereof

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and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be at Component Fabrication Plant, Rudrapur, Distt. Udham Singh Nagar, Uttarakhand. d) In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: e) In the event any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of Public enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. f) Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Supplier shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner.

f) Conciliation Clause:

The Parties i.e. BHEL and Supplier agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/ Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in **Annexure K** to this NIT.

The **Annexure K** together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in the NIT

g) Jurisdiction-Suits or any matter arising out of the PO shall be settled in Rudrapur, Uttarakhand, India courts. All Contracts shall be under jurisdiction of Indian Courts only.

h) Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent

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Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total QUANTITY.

i) PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA). Order 2017 vide No. P-45021/2/2017-B.E.II dated 15.06.2017, 28.05.2018, 29.05.2019 and 04.06.2020, issued by DPIIT, Ministry of Commerce and Industry 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 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. Subject to the provisions of above-mentioned order and to any specific instructions issued by the nodal ministry or in pursuance of this order, purchase preference shall be given to Class-I local supplier.

The bidders shall submit certificate as per prescribed format to establish the local content.

(BHEL RUDRAPUR)