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NOTICE INVITING TENDER

Offers in two-part bids against subject e-tender “Open Tender Enquiry No. 202104571 Dated 03.01.2022 are invited from reputed & experienced bidders/contractors for **Frame Work Agreement (FA) for 01 Year for Silver Plating on Al. & Cu. Conductor /Palm/Blanking Plates (Item Up to 100 Kg) including handling polishing buffing** 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	202104571
2	Last Date and Time of Offer Submission	13.01.2022 15:00 PM i.e. Placed: on https://eprocurebhel.co.in
3	Opening of Tender	13.01.2022 16:30 PM
4	Submission of offer	Offer against subject tender can only be submitted on BHEL e-procurement portal https://eprocurebhel.co.in against ref no. 202104571 No offer received in any other mode like postal etc. shall 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)	1. NIT 2. PQR: As per Annexure-A. 3. Techno-Commercial Terms : Annexure-B. 4. Corporate standard : AA0673613 Rev 04 5. Product Standard of Packing : BHE/Pack/SP/001 Rev 2 6. QAP 7. Surface Preparation 45410001025 Rev 11.



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		8. ET Intelligence Group base price of Silver dt. 1.12.2021 9. Product Standard : SG 14610 REV 04 10. Product Standard : SG 15600 REV 04 11. Reverse Auction Guidelines. Remarks: Techno-Commercial Bid (First Envelope)
9	List of Documents (Price BID)	1. Price Bid (BOQ) Remarks: Price Bid (Second Envelope)
10	Award of Contract	Work order shall be awarded to bidder who meet Pre-qualification requirement, and techno-commercially qualified and quotes "lowest landed cost to BHEL" subject to BHEL acceptance. Work distribution matrix as per Annexure-B.
11	Contact Persons from BHEL	Following officials may be contacted for any clarifications in subject tender. 1. Mr. Pukhraj Singh, Manager /MM, Ph No. 05944 257 276 / 9720167079, E-Mail: pukhraj@bhel.in
12	Price	PVC Applicable and PVC Ratio shall be 1:0.7 Formula Details as mentioned in Annexure-B
13	Security Deposit	(Rs. 1 Lakh) Security Deposit against issued material in the form of BG/NEFT/FD will be deposit by the contractor before 1st lot of issuing material if issued material value exceed from 1 Lakh any time during contract additional value will be deposited by the contractor in the form of BG/NEFT/FD.
14	Delivery	DELIVERY WITHIN 21 DAYS FROM RECEIPT OF MATERIAL FROM BHEL RUDRAPUR(JOB WORK)
15	Silver Plating	BIDDER HAS TO DO SILVER PLATING AS PER SG14610 R04, AA0673613 R04 & SG15600 R04.
16	Lifting of Material	BIDDER HAS TO LIFT THE MATERIAL FROM BHEL RUDRAPUR AND AFTER PLATING & INSPECTION, SAME SHALL BE RETURNED TO BHEL RUDRAPUR DULY PACKED. EACH COMPONENT SHALL BE IDENTIFIABLE WITH DRAWING, ITEM/VARIANT & PROJECT
17	Facility of S.P	BIDDER MUST HAVE INHOUSE FACILITIES FOR SILVER PLATING.
18	Testing Facility	BIDDER MUST HAVE INHOUSE TESTING SET UP FOR SILVER PLATING
19	Thickness of S.P	SPEC 45410001025 R11 (FOR MIN 13 MICRON) ENCLOSED
20	Qualifying Criteria	As per Annexure-A as attached.

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21	QAP	QAP : QP/BD/164 R02									
22	Evaluation of Offers	Over All basis									
23	Distribution	<p>Distribution shall be done as per below matrix as applicable: -</p> <table border="1"> <thead> <tr> <th>Distribution Matrix</th> <th>L1</th> <th>L2</th> </tr> </thead> <tbody> <tr> <td>02 lowest acceptable bidders</td> <td>60%</td> <td>40%</td> </tr> <tr> <td>01 lowest bidder</td> <td>100%</td> <td>-</td> </tr> </tbody> </table> <p>Where the numbers of qualified responses "N" are there then distribution shall be limited to 02 bidders only as per above table. L-1 Rate as finalized shall be counter-offered to techno-commercially qualified bidders for splitting of order according to their ranking in comparison statement i.e. L-2, L-3 etc. respectively. In case of non-acceptance of counter-offer by any bidder, counter-offer shall be extended to next bidder in ranking.</p>	Distribution Matrix	L1	L2	02 lowest acceptable bidders	60%	40%	01 lowest bidder	100%	-
Distribution Matrix	L1	L2									
02 lowest acceptable bidders	60%	40%									
01 lowest bidder	100%	-									

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:

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

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.

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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 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, Dist. 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

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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) **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.

g) **Reverse Auction (RA)**- Applicable for the Tender as per attached guidelines.

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."


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 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) **Taxes & Duties**: Taxes & Duties shall be paid extra at actual on submission of documentary evidence.

j) **Tax sheet**: GST Percentage should be mentioned in tax sheet and attached along with Part-I Bid.

k) **LD Clause**: In case of delay in delivery, a penalty of 0.5% per week maximum up to 10% of total order value including PVC on delayed portion shall be applicable. In case of quoting any deviation from the above LD clause the offer shall be loaded in comparison statement for un-accepted portion of LD, maximum up to 10% of basic value.

l) **Payment Terms**: 100% within 45 days after receipt subject to receipt and acceptance. Any deviation in the above payment term will attract loading at the rate of "[Base rate i.e. Prime Lending Rate of State Bank of India (as applicable on the date of techno-commercial bids opening + 6%] for the period of relaxation sought by bidders.

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- m) **Quotation Validity:** 120 days from the date of bid opening.
- n) **Guarantee Certificate:** Will be submitted by contractor.
- o) **Test Certificate:** Will be submitted by contractor.
- p) **Insurance:** In the scope of BHEL
- q) **Delivery:** Door delivery of Items., DELIVERY WITHIN 21 DAYS FROM RECEIPT OF MATERIAL FROM BHEL RUDRAPUR(JOB WORK)
- r) **Deviation:** Deviation if any should be mentioned in separate deviations list.
- s) **Acceptance of Tender Terms:** Bidder to submit signed and stamped copy of all attached tender Documents as a proof of acceptance of technical terms.
- t) **Price Bid:** If any bidder mentions prices anywhere in technical bid/PQR (other than price bid), he will be responsible for consequences of thereof and such prices mentioned in unpriced-bid shall not be considered valid.
- u) **Registration on GeM:** BIDDERS are advised to get themselves registered on GeM (Government e-market place) and furnish GeM ID for future reference.

(Handwritten Signature)