

TERMS & CONDITIONS FOR RATE CONTRACT FOR GENERAL FABRICATION ITEMS WITHOUT UT/RT**UPTO 2MT**

The tender documents can be downloaded from our web site www.bhel.com or www.bhelhwr.co.in. Before submitting the tender, the bidders are required to go through the details mentioned below. Intending indigenous bidder may remit **Tender Fee of Rs. 2,000.00** against the tender, if documents (in hard copies) are required from BHEL. Bidder requiring tender documents in hard copies should remit currency in the form of Cash (as permissible under Income Tax Act) / Pay Order / Demand draft. **Earnest Money Deposit (EMD) of Rs. 200,000.00 is required to be submitted by the vendors against this tender. If Earnest Money Deposit (EMD) is not submitted along with offer, then the offer may be rejected.**

This tender enquiry is for domestic/indigenous vendors only.

Please submit Tender Fee (if required) in an envelope super-scribed with bold letters. Tender Fee (if required) is to be submitted with Part-I.

The date for opening of tender shall be 11.10.2021. Tenders will be received up to **1.45 P.M.** on **11.10.2021** and opened on the same day at **2.00 P.M.** in the Tender Room. **Please note that tender received after due date & time (1.45 PM on 11.10.2021) will not be opened.** BHEL will not be responsible for any type of postal / courier delay / incomplete information from vendor.

Bids shall be opened at 2.00 PM on the due date in the presence of authorized representative of the bidders who may like to be present. The authorized representative should bring authority letter from their parent company for the specific tender no. attending the bid opening.

The item name and drawing no. mentioned in the enquiry is for reference only for rate contract. However, the exact items, drawings, specifications will be similar only as per scope of work and total load. A sample of Combined Bill of Materials and reference drawing is also enclosed for having a general idea of the tender.

1. SCOPE OF WORK: -

1.1. This Rate Contract is for complete Fabrication including Pre-Fabrication machining strictly as per BHEL drawings and conforming to their technical/standard and quality plan requirements of general fabricated items (without UT/RT) for all products with Party Material/BHEL Material or combination of both. This includes hydraulic testing up to pressure of 5 kg per sq. cm.

Total Load for this RC is 419.710 MT (approx.)

1.2. Subcontractor can use following grades of materials up to sizes as specified against each grade, which are easily available of required quality in the market:

List of Materials category with Sizes

SL	MATERIAL CATEGORY	DESCRIPTION REQUIRED	SIZES
1	AA10108	Structural steel standard quality (plates, sections, strips, flats, bars)	Upto 63 mm
2	AA10119	Structural steel standard quality (plates, sections, strips, flats, bars)	Upto 63 mm
3	Any grade	Rolled sections like angles, beams, channels etc	Any size

4	AA10208	Hot rolled carbon steel bars, Grade; 40C8-Normalised	Upto 63 mm
5	AA10109	Hot rolled carbon steel bars	Upto 63 mm
6	AA10218	Hot rolled carbon steel bars –H&T	Upto 63 mm
7	BQ-AA10401	Carbon steel plates – Intermediate and high temperature	Upto 50mm
8	AA10152	Steel Tubes – Electric Resistance Welded/ Submerged Arc welded	Any size
9	AA10147 (ERW pipe of any OD)	Carbon Steel Pipes– Electric Resistance Welded/ Submerged Arc welded	Any size
10	AA10111	Hot Rolled Carbon Steel Sheet (410N/mm ² Tensile)	Upto 4.0 mm
11	AA10112	Bright Steel Bars and Sections (Standard Quality) Ibeam/ Equal Angles	Small Sections
12	AA10113	Hot Rolled Carbon Steel Sheet (330N/mm ² Tensile)	Any size
13	AA10114	Cold Rolled Carbon Steel Sheet -Ordinary	Upto 2.5 mm
14	AA10115	Cold Rolled Carbon Steel Sheet -Annealed Drawing	Upto 3.15 mm
15	AA10183	Steel Chequered Plates	Any size
16	AA10179	Expanded Metal Steel Sheets	Any size

Sub-contracting of items for sizes beyond above mentioned grades, will be done with BHEL material. Other grades of material which are not covered above, sub-contracting will be done with BHEL material.

However, BHEL reserves the right to change the scope of material as “BHEL”, Combined (BHEL+PARTY) or Party Material as per BHEL/Customer requirements.

- 1.3. The technological supports if required, the material for the same will be supplied by BHEL along with sketch of supports. Else vendors can also use their own material for technological supports & cost of raw material for the same shall be added in the purchase order as per PSL rates. No additional labour charges will be paid for providing technological support.
- 1.4. Final stress relieving, shot blasting, final painting and final machining are excluded from the Party's scope of work. However, a single coat of red oxide primer/ Epoxy paint is to be applied wherever called for.
- 1.5. The fabricated items delivered to BHEL, requiring if any further assembly, welding and NDT work as per drawing/QP after SR/SB including customer clearance shall also be in the scope of sub-contractor.
- 1.6. Cleaning of parts, removal of mill scale from components prior to assembly will also be in scope of sub-contractor.
- 1.7. The rate(s) should be quoted in Rupees/kg exactly in **Annexure “A”** duly signed by the **authorized person** of your firm with **rubber stamp** in the space provided. The rates shall include all consumables as stipulated in Drawings /WPS/QP/MP including D. P. Test.
- 1.8. Only BHEL/LLOYD/BHEL nominated agency approved qualified welders must be employed on the job.
- 1.9. Electrodes/Consumables shall be procured from BHEL approved vendors.

2. **VALIDITY:** -

This rate contract shall be valid for a period of **ONE YEAR** for issue of orders from the date of release of final contract. However, BHEL reserves the right to extend the Rate Contract with same terms & condition for additional one year with mutual agreement from both the sides.

If required, BHEL may extend the framework agreement for further 3 months with mutual agreement. Load (quantity) will be increased accordingly on pro-rata basis for the extended period of three months. There will be no extension of this Framework agreement beyond 2 years 3 months.

- 2.1 Offer shall be valid for a period of 90 days from opening of the tender enquiry part-1.

3. SUBMISSION OF OFFERS: -

The offer is to be submitted in **two parts**.

- 3.1 The tenders shall be submitted in **two parts** in separate sub-envelopes clearly super scribing type of bid, tender no., due date and the name of vendor with full contact details.

Part I – Tender fee (if hard copy insisted from BHEL), Pre qualifying conditions (PQR), Techno Commercial Bid (It should be the copy of Price Bid without the price part) along with the filled in, signed and stamped annexures uploaded along with the Tender Document.

Part II – Price Bid.

Part I –

- A. Will be opened on the date and time specified in the tender notice in the presence of those vendors who wish to attend.
- B. Will cover the reply of all points of the enquiry except prices in sealed envelop superscribing on the envelop TECHNO-COMMERCIAL OFFER, the enquiry reference number and date of opening etc.

Part II - Price Bids along with supplementary price bids, if necessary, will be opened at a later date of only those bidders whose PQR and Techno Commercial bid will be found acceptable. The price bid is to be submitted in a format as per Annexure-A duly signed by the authorised person of the firm with rubber stamp in the space provided.

- 3.2 Part-II will comprise of price bid in separate sealed envelop super-scribing PRICE-BID, the enquiry reference number and date of opening etc.
- 3.3 All the sub-envelopes (Part-I & Part- II) to be put in a single covering envelope Indicating Tender no., due date and the name of vendor, e-mail id, with full contact details. Offer should be complete in all respect (i.e. Part-I & Part-II).
- 3.4 Both the sealed envelops (Part-I & Part-II) should be placed together in a single envelop duly sealed super scribing on the envelop "TWO PART BID" with enquiry reference number and date of opening of tender. BHEL will not be responsible for any type of delay in receipt of the tender.
- 3.5 BHEL reserves the right to reject any or all the tenders either in full or part thereof without assigning any reasons thereof.

4. DELIVERY: -

F.O.R.: HEPP, BHEL Haridwar.

5. DELIVERY PERIOD: -

Within 45 days after receipt of Material from BHEL or as specified in P.O. Time period taken by BHEL for Intermediate operation of SR, if any will not be considered for LD purpose. Relevant supportive documents to be submitted along with the bill.

6. INSPECTION: -

- The inspection will be carried out by BHEL/BHEL nominated inspection agency at Party's works. All facilities and equipment's, calibrated instruments and standard gauges required for inspection shall be provided by the vendor during inspection. In some cases, inspection by customer's representatives like NTPC/RITES etc. (excluding NPC) may also be carried out at Party's works and CHP clearance may be obtained. No additional charges will be paid on this account.
- The party is to follow system for material control, if applicable, as per BHEL Quality Control system.
- Identification marks shall be punched on each item by the vendor i.e. Purchase Order No., Drawing No., IR No. etc.
- Aesthetic appearance is to be maintained as per drg. requirement.
- Ordering shall be done on BHEL Haridwar agreed / approved sub-contractors only.
- Inspection by BHEL/BHEL nominated inspection agency as per drawing /Standard and quality plan requirements.
- Quality plan no. QP/QA/216042 rev 00 dated 24.08.2021 is attached for reference, which is to be followed.
- Remote inspection shall be preferred in place of physical inspection by BHEL/BHEL nominated inspection agency (Due to COVID 19 situation). Remote inspection guidelines are attached. Sub-contractors to offer both remote inspection and physical inspection. BHEL reserve the right to select anyone.

7. PAYMENT TERMS: -

- 7.1 90% after acceptance & final clearance of SRIV.10% after FTS and final accountal of material.
- 7.2 No packing and forwarding charges will be paid extra.
- 7.3 In case of party material : 100% after SRIV clearance with accountal of material.
- 7.4 In case of rejection, total cost of material will be recovered in case of BHEL Material and no labour cost will be paid.

8. LD CLAUSE: -

@ 0.5% per week subject to max 10% for the delayed portion of supply. The entry date mentioned by CISF on the challan at BHEL material gate will be taken as material receipt date.

9. GST: -

As applicable against documentary proof. Mention HSN/SAC code & applicable %age of GST.

- 9.1 The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.
- 9.2 The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Electricals Equipment Plant, Ranipur, Haridwar is '05AAACB4146P1ZL' with state Code as '05' and State Name as 'Uttarakhand'.

- 9.3 Please quote our provisional GST registration number in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime.
- 9.4 No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.
- 9.5 Since, input credit of GST will be available to BHEL-Haridwar only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by BHEL Haridwar on matching of vendor inputs at GST portal, ensuring availability of input credit to BHEL Haridwar. Payment of GST will be made to vendor after matching of input credit and vendor to ensure submission of their invoices along with consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.
- 9.6 In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier account.
- 9.7 In the event of any change in the status of vendor after submission of the bid but before the supply, GST applicable at the time of supply or in the bid, based on the registration status of the vendor, whichever is lower shall be payable.
- 9.8 Where ever applicable If PAN (Permanent Account Number) of the recipient is not available, income tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher as per Section 206AA of Indian Income Tax Act 1961.

10. EXTRA/LESS RATES: -

- In case, extra/less work is required due to change in Drawing / any deviation in fabricated weight at a later stage (duly verified by our Engineering Dept.), extra charges may be paid/deducted and purchase order will be amended.
- In case extra/less work is required due to change in Drawing/ technology / extra joints (owing to non-availability of required size of raw material) / defects like laminations if any on BHEL supplied plates etc. / any deviation in fabricated weight (duly verified by WT), extra/less charges will be paid and purchase order may be amended accordingly.
- Amendment due to changes in drg. /CBOM weight will be applicable only if changes are made before supply of material or changes which are under process is provided to vendor in writing by Engg. or AIX before supply of material by vendor.

11. Reverse Auction: -

“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”
Following are some guidelines:

- Start price for RA to be L1 of e-bid/ sealed envelope price bids.
- Minimum two techno-commercially qualified bidders are required to conduct RA.
- Wherever six or more techno-commercially qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest

to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of techno-commercially qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of bidders who are MSE or qualifying under PPP-MII Order, 2017.

For detailed terms and conditions of RA guidelines, kindly refer www.bhel.com.

All vendors will be assessed on total cost to BHEL basis that includes freight, taxes, ITC etc.

12. Following MSE conditions shall be followed: -

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 a CA certificate (Format enclosed at annexure-1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 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 is found or the requisite documents are not submitted before price bid opening.

* Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration: -

a. Valid NSIC Certificate or

b. Entrepreneurs' Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or

c. EM II certificate along with attested copy of CA Certificate (as per prescribed format at annexure 1) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over. However, credentials of all MSE supplier will be verified before advancing the intended benefits.

* MSE vendors claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.

* In case techno-commercial accepted vendors include MSE source and their prices (based on landed cost to BHEL) are within the price band of 15% w.r.t. L-1 vendor, then BHEL can offer 25% of quantity of respective item (rounded off to nearest number) to MSE vendors at L-1 price and in case, more than one MSE vendor is in 15 % band and the same is accepted by more than one MSE vendors then 25% quantities of respective items will be considered for ordering on proportionate basis amongst MSE vendors.

* While distributing the 25% quantity amongst MSE vendors the decimal points in quantity shall be ignored for all the vendors except the L-1 amongst MSE vendors. Balance quantity after allocating the quantity to other MSE vendors ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) vendor. However, if there are more than one MSE vendor at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the vendor offering favourable terms to BHEL and if the conditions offered are also same then preference will be given to the vendor having high SPR rating.

* In case there are more than one MSE vendors (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE vendor with lowest landed cost.

* In case there are more than one MSE vendors (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favourable terms in the bid and in case terms are also same, the vendor with high SPR rating shall be given preference.

13. PRICE VARIATION CLAUSE: -

No price variation clause is applicable on labour rates. However, the price variation in party material is applicable as below :-

The variation in fabrication cost will be calculated based on the average rates of following raw materials (commonly used in General fabrication items), of Quarterly Price list given by BHEL Trichy of their rate contract operated with steel vendors finalized through the bulk steel Tendering

- 8-10 mm IS 2062 Gr-B Unnormalised.
- >12-20 mm IS 2062 Gr-B Normalised.
- >20-40 mm IS 2062 Gr-B Normalised.
- Above 40 mm IS 2062 Gr-B Normalised.

The variations in fabrication rate will be calculated based on the average rate of above raw material of Quarterly Price list given by BHEL Trichy of their rate contract operated with steel vendors. This price variation clause will be applicable on the date of ordering.

Party material rates fixed for entering into rate contract in a particular quarter shall be valid for ordering during that quarter (Three month). The Prices in Rate contract list supplied by BHEL Trichy received for a particular quarter shall be taken as reference for calculation of rates for ordering in the next quarter. For example: If RC is awarded in the month of Aug 2021, the settled party material rates shall be valid for ordering up to 31.12.2021 and BHEL TRICHY Rate contract Price list received for the second quarter (July 21- September 21) and Third quarter of the year (OCT'21- Dec'21) shall be taken as reference for calculation of rates for ordering in the month of January 21 to March 21 by calculating percentage increase/ decrease in BHEL TRICHY Rate contract rates of raw material between two quarter and so on to arrive at applicable rates.

14. BANK GUARANTEE/INDEMNITY BOND: - 25% Bank Guarantee and 75% Indemnity Bond for the value of materials to be given by vendor for free issue materials. Material value will be calculated on PPMIV/Challan value basis.

15. GUARANTEE CERTIFICATE: -

The vendor shall warrant that the supplied fabricated assemblies comply fully with the drawings and other technical conditions. If the fabrications/items are found defective owing to faulty workmanship/incomplete work within a period of eighteen (18) months from the date of dispatch, the vendor shall make good of it/replace the same free of cost. Alternatively, the rework/replacement charges will be recovered.

16. GENERAL INSTRUCTIONS: -

- 16.1 No further sub-contracting to third party or sister concern by the sub-contractor is allowed Without prior permission of BHEL. If found guilty, will be debarred.
- 16.2 BHEL reserves the right to suspend/cancel the PO/Enquiry unilaterally without any financial

- repercussions, if Sub-contractor's performance is not found to be satisfactory.
- 16.3 BHEL reserves the right to revise the drawing after placement of purchase order. The prices in the purchase order will be amended according to revised drawing.
- 16.4 Subsequent ordering shall be done based on performance and execution of orders in time as per PO. Delivery.
- 16.5 In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from respective L1 bidders. In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by toss/draw of lots, in the presence of respective L1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.
- 16.6 Vendor must fill in the rate per Kg. in Annexure-A and put in the Price Bid envelop.
- 16.7 EMD submission may be waived for Central/State-PSUs/Government departments.
- 16.8 MSE suppliers are exempted for submission of EMD & Tender Fee.
- 16.9 As per the Office Memorandum F.No. 1(2)(1)/2016-MA dated 09.02.2017 issued from the office of Development Commissioner (micro, small & medium enterprises), "Traders and agents should not be allowed to avail the benefits extended under the pp policy." in view of this, it is clarified that benefits of MSE (such as EMD waiver, tender fee exemption, price preference, payment preference etc.) will be given only to those MSE vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to agents / stockists / dealers / traders etc.
- 16.10 **Approved Vendors registered in PMD AF-084 in HEEP, BHEL Ranipur are exempted from submission of EMD. Vendors may claim the same in their offers.**
- 16.11 Open tender is hoisted on the websites and no hard copy of document is provided by BHEL, no tender fee shall be insisted upon from the bidders.
- 16.12 Central / State – PSUs / Government departments are exempted from submission of EMD subject to approval by BHEL management.
- 16.13 Please refer general instructions and standard terms & conditions (GISTC) for bidding against tender enquiry (version December-20, Rev:05) the bidder/vendor must ensure compliance of these GISTC (version December-20, Rev:05).
- 16.14 Unregistered vendors may please visit our site www.bhel.com for filing up the Supplier registration Form against PMD No. AF084.
- 16.15 **Documents submitted with the offer/bid by the bidder shall be signed and stamped in each page by authorized representative of the bidder.**
- 16.16 **PQR uploaded with the tender document is to be submitted along with the Techno-Commercial offer (PART-I).**
Note :- Offer shall be entertained only after submission of duly filled, signed and stamped PQR and relevant documents. Offers of the vendor(s) not submitting this Annexure may be ignored.
- 16.17 The evaluation currency shall be INR (Indian Rupee).
- 16.18 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.
- 16.19 For this procurement, Public procurement (preference to Make in India), Order 2017 dated

04.06.2020 shall be applicable.

For this procurement, the local content to categorize a supplier as Class-I local supplier/ Class II local supplier/Non-local supplier and purchase preference to Class I local supplier, is as defined in Public procurement (preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of part-II bids against this NIT.

As defined under public procurement (Make in INDIA) notification dated 04.06.2020, only the 'Class-I local supplier' and 'Class-II local supplier' are eligible to bid against this enquiry. Hence bids of non-local supplier (if any) will not be considered.

Accordingly, the 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate the percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier' and shall give details of the location(s) at which the local value addition is made.

Procurements where the Estimated value to be procured is less than Rs. 5 lakhs shall be exempted from Public Procurement (Preference to Make in India) Order 2017 dated 04.06.2020.

16.20 Vendor Contract clause regarding GST ITC and provision for E-Invoices:

- (i) E-Invoicing under GST is being implemented w.e.f. 01.10.2020 for all the taxable persons having turnover more than Rs. 100 Cr. It has been specified by the Govt. that it is mandatory to mention a valid unique Invoice Reference No. (IRN) and QR code as generated from Govt. portal on a Tax Invoice. Based on such information, GST ITC as claimed by BHEL in GST Returns shall be matched with the corresponding details uploaded by supplier in E-Invoicing System.
- (ii) In case the vendor /contractor delays or fails to provide all the documents as per the Purchase order / Work Order at the time of submitting Tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor/contractor shall be to vendor's / contractor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. This further requires inclusion of IRN and QR code on tax invoice as announced by Govt. of India w.e.f. 01.10.2020.

16.21 **Bidder to necessarily submit duly filled in, signed and stamped Annexures** (attached along with the tender document.

16.22 In case of ordering against the tender, vendor should submit their invoices against goods and services immediately after supply of goods & services but not later than 30 days from the invoice date. In case of delay, consequential losses like loss of input credit and non-availability of concessional forms etc. shall be to the vendor account.

16.23 The bidders against open tender will necessarily have to obtain class – III DSCs. Procedure for application is available on www.bhel.com.

16.24 **RECTIFICATION:-** Any defect (noticed at Shop) arising out of the fabrication/machining done by the Sub-Contractor, will have to be rectified or items replaced by the sub-contractor within 10 days at their own cost. Otherwise BHEL will be free to take necessary action as deemed fit and consequence/cost of the same will be to subcontractors-account.

17. **TRANSPORTATION:-**

BHEL will send raw material to vendor works on freight paid basis and vendor to deliver fabricated/machined items to BHEL Haridwar at their own cost.

18 **SUB CONTRACTORS FABRICATION CAPACITY / DISTRIBUTION:-**

The sub-contractor must indicate the fabrication capacity reserved for BHEL & specifically for this enquiry in annexure "B".

- 18.1 Rate contract with 4 BHEL approved subcontractors shall be done or the case may be. Load distribution among four evaluated subcontractors shall be, L-1 = 42%, L-2 = 28%, L-3 = 20% & L-4 = 10% respectively out of BHEL load while placing the orders. Load distribution shall be done after counter offering finalized L-1 rate to L-2, L-3...L-n vendors (n is total suitable vendors) in sequential order.
- 18.2 If any of the vendor(L-2 to L-4) does not accept the finalized L-1 rate, then subsequent vendors (L-5 to L-n) shall be approached.
- 18.3 If any of the vendors (L-2 to L-4) do not accept finalized L1 c/offer rate then subsequent vendors will be treated as L-2 to L-5 for load distribution purpose subject to their accepting finalized L-1 rate. For example, if L-2 doesn't accept finalized L-1 rate then L-3 to L-5 will be treated as L-2 to L-4 respectively for load distribution purpose.
- 18.4 If none of the vendor (L-2 to L-13 or participated in RA) accept the c/offer rate, then L-1 vendor shall be approached for quantity discount for that additional quantity. Further the ordering on all the vendors shall be done maintaining the initial load ratio to the possible extent.
- 18.5 The total allocated load to a particular vendor shall not exceed the declared capacity by the vendor. In case the declared capacity of any vendor is less than the allocated load, the remaining load shall be distributed among vendors in equal ratio within their declared capacity subject to acceptance of L1 counter offered rates. i.e. For example, if L-1 vendor will get the load of 235 MT, but in case the declared capacity of L-1 vendor is 200 MT, the remaining load of 35 MT shall be distributed among L-2 and so on vendors in equal ratio within their declared capacity and so on or the case may be.
- a) **Subsequent ordering shall be done based on performance and execution of orders in time as per PO. Delivery**
- b) **In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from respective L1 bidders.**
In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by toss/draw of lots, in the presence of respective L1 bidder(s) or their representative(s).
Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.
- c) **Vendor must indicate their annual fabrication capacity and details as per Annexure –A enclosed for BHEL reference.**

19. **SCRAP: -**

- Generated scrap is to be retained by the sub-contractor. This scrap is chargeable. The scrap rate will be calculated based on the monthly market scrap price Published in MSTC Bulletin/any other document under category of scrap MELTING SCRAP. The date of receipt of material will be considered for calculating the scrap value as applicable for that month. The calculated monthly price for charging scrap will be rounded off to two decimal places of Rupee. GST charges on scrap shall also be applicable.
- BHEL would recover the amount of GST and Trade Tax as applicable from the sub-contractor's account in lieu of scrap retained by them. The difference between raw material weight and finalized weight shall be considered for the calculation of scrap generation.

- A 3% invisible cutting allowance shall be given on the finished weight.

Vendor to submit the Terms and Conditions duly filled in and signed along with the stamp.

Against vendor's replies, BHEL reserves the right to ask for more information/ documents / clarifications. Vendor's offer shall not be considered if vendor fails to furnish the document / information / clarifications as mentioned above or doesn't meet the acceptance criteria.

Amendments/Corrigendum, if any, will be hosted on our web site only. Other terms and conditions will be as per tender documents.

Any vendor who is under hold (for the item)/ delisted/ banned with BHEL on date of opening of Part – 1 will not be allowed to quote for this tender. In case their offer is received, it may be out rightly rejected.

In view of Covid-19 and present situation the Tender Document, Drawings, P.O copy etc. shall be sent by e-mails and shall not be sent in hard copies. Vendors to kindly note that the details sent by e-mail shall be considered for delivery against the finalized contract(s)/ P.O's placed .

**Tenders will be received in Tender Box kept in Tender Room and should be addressed to:
THE HEAD OF MATERIAL MANAGEMENT,
Heavy Electrical Equipment Plant,
Bharat Heavy Electricals Limited,
HARIDWAR-249403 (Uttarakhand), INDIA.**

Unregistered vendors may please visit our site www.bhel.com for filing up the Supplier Registration Form.

KINDLY READ "TERMS & CONDITIONS FOR COMPLETE FABRICATION INCLUDING PRE-FABRICATION MACHINING STRICTLY AS PER BHEL DRAWINGS AND CONFORMING TO THEIR TECHNICAL/STANDARD AND QUALITY PLAN REQUIREMENTS OF GENERAL FABRICATED ITEMS (WITHOUT UT/RT BELOW 2MT)". QUOTATION NOT IN ACCORDANCE WITH THE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

Annexure "A"**General Fabrication without UT/RT below 2MT**

Material	Rates (Rs.per Kg)
BHEL Material (BM)	
Party Material (PM)	

Signature with date and seal

Annexure "B"**General Fabrication without UT/RT below 2MT**

Annual Fabrication Capacity	
Reserved for BHEL (MT)	Reserved for items covered in this rate contract (MT)

Signature with date and seal

**CHECK LIST OF TERMS AND CONDITIONS FOR ENQUIRY NO. X/6620/RC-0251/F/1 FOR GENERAL
FABRICATION WITHOUT UT/RT UPTO 2MT**

SL.	TERMS	VENDOR'S ACCEPTANCE/ REMARKS
1	Scope of Work: - PRE-FAB. M/C & FAB. is to be carried out by the vendor as per Drawing/Standard, QP and Technical requirements. Technical specification and conditions of supply on one/multiple vendors.	
2	We accept the rate contract validity as per point no. 2 of tender document	
3	Submission of offers (clause no. 3.1 to 3.5 of Terms and Conditions)	
4	Quoted rates are on F.O.R. sub-contract store, HEEP, Haridwar basis.	
5	Delivery schedule:Item wise as per clause 5 of T& C of enquiry	
6	Inspection shall be done as per clause no. 6 of Terms and Conditions of Enquiry	
7	90% after acceptance & final clearance of SRIV.10% after FTS and final accountal of material.	
8	LD clause is applicable@0.5% per week or part thereof with a maximum limit of 10% of the delayed portion of the PO.	
9	GST shall be applicable against documentary proof. Input Tax Credit shall be applicable and BHEL can claim benefit as per clause 10. of T & C of enquiry.	
10	Amendments of Extra/Less rates as per clause no. 11 of Terms and Conditions of Enquiry.	
11	We accept Reverse Auction(RA) clause as per standard policy of BHEL.	
12	We are MSME vendor and have submit CA certificate based on latest audited year (Non MSME vendor to write NA)	
13	Price Variation clause (PVC) is acceptable as per sl. no. 13 of tender document	
14	Bank Guarantee/Indemnity Bond: 25% BG & 75% Indemnity bond	
15	Guarantee Certificate shall be valid for 18 months from receipt of material in BHEL.	
16	We have read clause no. 16 of terms and conditions of Enquiry and confirm to abide the same.(Clause 16.1 to 16.24)	
17	Transportation:Confirm acceptance of clause 17 of T & C.Manufactured items shall be despatched by BHEL approved transporter only and Insurance shall be borne by BHEL.	
18	We have read clause no. 18 of terms and conditions of Enquiry and confirm to abide the same.(Clause 18.1 to 18.5)	
19	Scrap :Conifrm acceptance of Clause 19 of T & C of Enq.	
20	We accept Risk Purchase clause as per standard policy of BHEL.	
21	We have submitted Make in India certificate (duly filled and signed as per Annexure-II).	
22	Rates have been quoted in indian Rupees on per Kilo Gram basis.	
23	Signed and stamped Integrity pact is attached alongwith	

Note: BHEL reserves the right to reject any or all the offers (on techno-commercial ground) without assigning any reason thereof.

(Vendor's signature with Stamp)