



**TERMS AND CONDITIONS FOR TENDER ENQUIRY NO. BHEL:IVP:SC:2223:CCA
DATED: 20.02.23 OPENING DUE DATE: 06.03.23**

(SUB-CONTRACTING DEPARTMENT)

PART - A

1. Sealed tenders in two parts; Part-I: Techno-commercial bids and Part-II: Price bids are invited for SS plate cutting and/or bending of components as per relevant BHEL drawings.

The two bids should be submitted in separate inner envelopes duly mentioning the detail as follows:

Bid	Description	Superscription on envelope	Documents to be submitted
Part-I	Techno-Commercial bid in response to Tender Enquiry No. BHEL: IVP:SC:2223: CCA DATED: 20.02.23	PART-I "Techno-Commercial Bid" Tender Enquiry No. BHEL: IVP:SC:2223: CCA DATED: 20.02.23 Due date of opening: 06.03.23 Sender:	Acceptance of all terms and conditions. Taxes applicable, if any, are to be mentioned in this part bid. Attested Copy of MSE/SSI/NSIC Certificate/Copy of CA Certificate (if applicable). Copy of UDYAM certificate can also be submitted Documents required as per Pre Qualification Criteria
Part-II	Price bid in response to Tender Enquiry No. BHEL: IVP:SC: 2223: CCA DATED: 20.02.23	PART-II "Price Bid" Tender Enquiry No. BHEL: IVP:SC:2223: CCA DATED: 20.02.23	Price bid duly filled prices in numbers and words along with the taxes as mentioned in un-priced bid. Anything other than prices mentioned in the price bid shall be considered invalid.

Part-I: Techno-Commercial bid should contain:

- Acceptance of Techno-Commercial terms and conditions. This can be attached either by signing each page of terms and conditions or a confirmation statement. If nothing is mentioned for any term, it shall be concluded that the same is acceptable and no representation whatsoever shall be entertained later on. **Additionally, attested copy of MSE/SSI/NSIC Certificate by gazetted officer or Notary is to be attached along with Techno Commercial bid. Copy of UDYAM certificate can also be submitted. Copy of CA Certificate certifying quantum of investment in Plant and machinery (Please refer clause 30) if applicable, should also be attached.**

Both the sealed envelopes should be put in an outer envelope clearly mentioning Tender Enquiry No, due date of opening and address of sender on it. Quotations shall reach us by 13:00 Hrs. on or before 06.03.23. Sealed tender can be dropped in tender box marked as "TENDER BOX". This tender box is located at entrance of administrative building of IVP Goindwal. The tender can also be submitted personally to either of following persons:

- a. Mr. Manoj Kumar/Manager.- Sub Contracting
- b. Mr. Rajender Kumar /Dy Engineer-HR
- c. The tender can be submitted through below mentioned email Id also:

tendersc_ivp@bhel.in (Bid received on any other email ID shall not be considered)

Techno-Commercial bid shall be opened at 14:30 Hrs. on same day, i.e. on 06.03.23 at Conference Hall IVP Goindwal. Reverse Auction will not be conducted in this tender, For finalizing prices, BHEL will open the sealed price bids (Part-II).

Price bid opening schedule shall be communicated to bidders who have qualified in techno commercial offer.

2. **PRICE QUOTATION SHALL BE AS PER UNDER:**

The items are to be machined as per the scope and the drawing number. Minimum rates are to be quoted by the

Vendor (hereinafter referred as Sub-Contractor) on per piece basis and on FOR Goindwal basis.

1. Quoted rates for each component shall be per piece basis . Vendor shall quote unit rate for each component , inclusive of tooling and die cost if any.
2. Contractor shall quote rate for each item with retention of scrap generated during cutting / machining excluding burning/cutting allowance. Goods and Services Tax (GST) applicable on job work shall be payable to vendor by the BHEL
 - a. GST registered Vendors – Vendor shall quote the rate exclusive of GST in the price bid format. Applicable GST shall be specified by the vendor separately in Techno Commercial Format. GST shall be paid by vendor which shall be reimbursed to vendor by BHEL.
 - b. Non GST registered Vendors – Vendor shall quote the rate exclusive of GST in the price bid format. In the techno commercial format vendor shall specify himself as non GST vendor. In such case the GST shall be paid by BHEL.
3. **Applicable taxes (GST) on scrap retained by sub-contractor shall be borne by the sub-contractor.**
 - a. GST registered Vendors – Vendors are liable to pay the GST on the scrap retained by vendors to government.
 - b. Non GST registered Vendors – GST on scrap retained by vendor shall be borne by Vendor. In such cases, BHEL shall recover GST on scrap retained by vendor.
4. Material cost, GST, Overheads @5% and applicable interest, as per the existing tax laws, for materials lying at their works for a period more than 365 days, whatsoever may be the reason for retention of the material, if any, shall be borne by the Sub - contractor.

Vendors are required to ensure compliance of GST provisions and registration of their firm as per GST act 2017.

3. SCOPE OF WORK:

1. The scope of work includes cutting and/or bending of SS plate components as per drawing number mentioned in tender enquiry and mentioned in sub- contracting purchase order. In some components some other operations like drilling is also involved. Material will be manufactured as per tolerance mentioned in the drawings. For tolerances on untoleranced dimensions, document TP0230299 is to be followed. BHEL shall provide raw material for the items to be machined.
2. The individual cut piece should have straight edges. Any grinding if required to achieve the dimensional accuracy shall be in the subcontractor scope.
3. For items requiring bending, die design should include compensation on account of any spring back to achieve final dimensions after bending as per drawing

4. PRE-QUALIFICATION CRITERIA:

PQ1: Turnover Criteria: Net-worth of the firm quoting in this tender should be positive. Bidder shall submit copy of audited -balance sheet for last financial year ending on 31.03.2022 in support of this requirement.

Start-ups shall be exempted from above criteria of financial statements without any relaxation in quality standards or technical parameters as per Dept of Expenditure OM No. 20/2/2014.PPD(PT.) dated 25th July, 2016. For claiming Start-Up exemption, vendors have to submit DPIIT (Dept. of Promotion of Industry and Internal Trade)/ DIPP (Department for Industrial Policy and Promotion) recognition certificates.

PQ2: Equipment set up required: Following machines shall be available with the vendor

1. **Profile Cutting: Vendor to ensure availability of at least one machine among the following**

installed at vendor's own premises

Plasma Cutting machine/ Laser Cutting Machine/ Water Jet Cutting.

Bidder is required to provide details/ technical specifications of cutting facility available with vendor.

2. Bending Machine: Vendor to ensure availability or tie-up of one machine among the following Bending Machine/ CNC Bending machine.

Incase of tie up, bidder is required to provide undertaking /copy of agreement with the party as pre-qualification requirements.

BHEL reserves the right to verify bidders installed technical capability by visit, if so decided. In case of misrepresentation of facts, the bid is liable to be rejected.

5. EVALUATION CRITERIA FOR FINALIZATION OF L1 VENDOR:

- Vendor shall quote unit rate for each component, inclusive of tooling and die cost if any.
- Unit component rate shall be multiplied with the respective component wise quantity required to calculate the total component wise rate.
- No. of plates to be provided by BHEL of each thickness are mentioned below. Sub-contractor is required to generate his own cutting plan/Nesting. In case of any variation in the no. of plates required, sub-contractor may approach BHEL for discussion before the price bid opening.

Details of raw material to be issued to vendor:

S.No	Plate Description	No of plates to be issued	Dimensions (MM X MM)	Unit Weight (Per plate) (Kg)	Total Weight (Kg)
1.	SSPLATE-6 MM -SA240TP309S	3	1250 X 3250	196.71	590.13
2.	SSPLATE-10 MM -SA240TP309S	4	1250 X 3250-3nos 1250X1620-1no	327.84, 163.42	1146.94
Total		7			1737.07

Weights of plates are calculated based on the dimensions. There may be slight variation in the actual plate weights. Number of plates mentioned above are indicative only. Vendors are required to generate their own Nesting/Cutting Plan. Accordingly no. of plates to be issued shall be determined after finalization of L1 bidder.

- For evaluation of bids to award the contract, BHEL will take into consideration the material cost & conversion cost (offers). This is on account of how much plate is to be consumed by each bidder. Accordingly required loading shall be done on bids for deciding of L1 bidder.]

Following offcuts shall be generated in the cutting of different plates. These shall be returned by the sub-contractor along-with the other finished components. While considering loading of additional plate consumption, plate offcut cost will also be considered incase vendor is not agree to return mentioned offcut to BHEL.

Sl No	Plate Thickness	No of Offcuts	Dimensions (MM X MM)	Weight (Kg)
1.	6 MM	01	1100X1250	66.58
2.	10 MM	01	342X1250	34.49
Total		02		

- Sum of all the component rates shall be done to arrive total L1 rate. L1 vendor shall be determined based upon total rates for total tender quantity i.e. on full package cost basis instead of item wise. 100 % loading of all the items shall be done to the L1 vendor.

6. VALIDITY OF OFFER:

The rate quoted shall be valid for 60 days after tender opening for finalization of the Tender.

7. EVALUATION IN CASE OF MORE THAN ONE L1:

In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders.

In case more than one bidder happens to occupy L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss/ draw of lots, in presence of respective L1 bidders or their representatives.

Ranking will be done accordingly. BHEL decision in such situations shall be final and binding.

8. INSPECTION:

- a) Inspection of the finished components will be done at vendor's premises after receipt of inspection request along with dimension report. No deviation unless authenticated by authorized BHEL Officials will be allowed. The inspection request and the dimensional report shall be in the format prescribed by BHEL.
- b) BHEL reserves the right to carry out inspection at its premises as and when required.
- c) In case of Rework at Sub Contractor's end due to operator fault, the rework shall be carried out by Sub Contractor free of cost.
- d) In case of rejection at Sub-contractor's end due to operator fault, raw material cost along with any other relevant charges will be recovered.
- e) Calibrated gauges, fixtures and measuring instruments shall be available with vendor at all times.
- f) Dimension reports shall be kept ready prior to inspection.

9. DELIVERY OF FINISHED COMPONENTS:

- a) The inspected components shall be delivered at Component Stores along with 4 copies of delivery challan, bearing seal of Main Gate Security and 2 copies of Inspection Report.
- b) Delivery challan should have the details like PO No., IR NO., Component Code and Material description.
- c) ***Finished components shall be unloaded in designated area as directed by the Store-keeper.***
- d) Finished goods shall be delivered at BHEL Component Stores at Sub-contractor's own cost. Facility for handling heavy materials (like lifter/crane) will be provided by BHEL.
- e) The Sub Contractor shall supply the finished components with proper packing arrangement and marking material code and vendor code. On small items by pasting sticker on each piece or writing with Permanent Marker/Paint or making suitable size small packets & clearly writing its vendor code and material code on outside of the packed lot in such a way that pieces could be counted from outside the packet.
- f) For items requiring bending, the storage and transportation should be in a supportive packing crate holding each item separately in vertical stacking position. The supplies to BHEL stores be made in the same packaging.
- g) Left out plate/ offcuts generated during cutting of different plates will be returned to BHEL by vendors along with finished components.

10. DELIVERY SCHEDULE:

Vendor shall be required to complete the order as mentioned in PO/LOI/ delivery requirement given through other communications. Further, BHEL may release delivery schedule from time to time based upon our requirement. Vendor shall be required to complete the order as per the BHEL schedule requested. As per BHEL requirement delivery period will be given as 03 months from PO placement date.

11. ISSUE OF RAW MATERIAL:

- a) Vendor has to lift the raw material from BHEL stores on his own vehicle. Facility for handling heavy

materials (like lifter/crane) will be provided by BHEL.

- b) Vendor has to appoint an authorized representative for issue and collect of raw material from BHEL.
- c) If due to any reason, raw material issued to the vendor is more than the required, then the vendor has to return the excess material to the respective stores.
- d) For material Lifting and follow up communication, vendors registered email id's and phone no's will be used.

12. ACCESS TO MANUFACTURING PREMISES:

During the currency of the contract and while Sub-Contracting Orders placed on the vendor are under execution, authorized representatives of BHEL shall be allowed free access to the manufacturing facilities for the purpose of inspection or monitoring the progress of purchase orders. This access will also be extended to representatives of BHEL's customers accompanying the authorized representative/s of BHEL, if our contractual requirements with our customer's call for the same.

13. GUARANTEE:

Vendor shall give a guarantee of eighteen months from acceptance of material at BHEL for undertaking repairs/replacement of any defect observed during machining/ assembly/ hydraulic testing or subsequent processing notwithstanding the previous acceptance. Entire cost of such repairs/replacement of material will be deducted from any of the running bills/PBG.

In case of vendor fault when the repair is carried out by BHEL on components, the welding repair charges shall be @ Rs 10 per cc for carbon steel, Rs 11.90 per cc for alloy steel and Rs 15 per cc for stainless steel grades. In addition to this, if any other repair charges such as machining cost is incurred by BHEL the same shall be borne by the sub-contractor.

The components machined as per BHEL drawing should be free of machining/welding/gas cutting/fabrication defects. If the item is found defective after receipt during onward processing at Shop, total cost will be recovered from Sub-contractor as per clause no. 8c & 8d.

14. CONFIDENTIALITY OF BHEL DRAWINGS/DOCUMENTS:

Sub-contractor/s shall ensure confidentiality of BHEL drawings and documents issued to them and shall not pass on the same to any unauthorized agency/person. Violation of the same shall tantamount to cancellation of the contract of the Sub-contractor.

15. BANK GUARANTEE AND SECURITY DEPOSIT:

- a) Sub-contractor will have to execute a Bank Guarantee, in the prescribed format, for a sum of minimum 5% of the value of the maximum materials likely to be in possession of the Sub-contractor at any point of time. BG already submitted by the sub-contractor shall be taken into consideration and any additional requirement shall be conveyed by BHEL.

S.No	Plate Description	Indicative value of Raw Material to be issued (Lakhs)	BG to be submitted (Lakhs)
1.	SSPLATE-6 MM -SA240TP309S	2.95	0.15
2.	SSPLATE-10 MM -SA240TP309S	5.30	0.27
	Total	8.25	0.42

- b) Additionally, Security Deposit shall be recovered at the rate of 5 % from running bills of sub-contractors in a calendar year. The Security Deposit shall carry no interest and shall be refundable after two quarters of closure of contract.

16. INDEMNITY BOND:

Sub-contractor shall have to indemnify BHEL for any loss to BHEL's material in custody of the Sub-contractor against theft or financial liability against funding agency/financial institution or any other loss. The bond is to be executed on non-judicial stamp paper as per the format prescribed by BHEL. Indemnity Bond is to be submitted by L1 bidder after placement of PO and before issuing raw material from BHEL Stores.

17. TERMS OF PAYMENT:

- a. Due payment against job work done shall be made within 30-45 days from receipt of invoice at IVP Goindwal and receipt of following documents:
 - i. Two copies of Invoice i.e. Original & Duplicate for Transporter. Vendors are required to mention GST of BHEL on Tax invoices.
 - ii. Original Challan
 - iii. Original Inspection Report
 - iv. Scrap Accountal statement for retained ferrous scrap duly verified by Sub-Contg. Dept.
- b. The rejected material should also be deposited along with the accepted material through Delivery Challan.

BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.
- c. GST registration number is to be submitted by qualified vendor as per GST law
- d. Conditions relating to release of GST portion:
- e. Payment of GST portion will be released to vendor only upon completion of statutory requirement and further subject to following:

The reimbursement of GST portion of invoice shall be released only upon: -

 - a. Vendor declaring such invoice in his GSTR-1 and
 - b. Receipt of goods and Tax invoice by BHEL and
 - c. Confirmation of payment of GST thereon by vendor on GSTN portal.
- f. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
- g. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied / leviable on BHEL.
- h. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor alongwith interest levied / leviable on BHEL.

18. AVAILING INPUT TAX CREDIT (ITC) BY BHEL:

- a. Since ITC can be availed only when BHEL is in possession of GST Tax invoice and after receipt of goods. Thus, vendor to ensure timely dispatch of goods and and submission Tax invoice. It may be noted that in case of any delay in receipt of Tax Invoice and/or receipt of goods, the ITC availment by BHEL will get delayed thus entailing additional cash outflow & may even get denied if ITC availment timelines are breached.
- b. Further ITC can be availed only when vendor has declared such invoice in his outward supply Return GSTR-1 and after GST thereon has been paid by him at the time of filing of monthly Return.
- c. If GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
- d. Further, in case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.

19. LIABILITY UNDER REVERSE CHARGE (RCM)

Any GST liability arising on BHEL under Reverse Charge (RCM) before actual receipt of goods and/ or Invoice thereof would be subject to recovery of Interest leviable for the period between the date of such

liability and actual date of eligibility of ITC based on receipt of goods, receipt of Invoices and other conditions specified in GST Law as applicable.

20. FIRM PRICES:

The contract shall be on the basis of firm prices. No variation in price shall be entertained during the currency of the tender.

21. PENALTY AND TERMINATION:

- a. If the Sub-contractor fails to deliver the material or any installment thereof within the period fixed for such delivery or at any time repudiates the purchase order before the expiry of such period, BHEL may without prejudice to the right of the Sub-contractor impose damages for breach of the Sub-contracting order.
- b. Time is the essence of the contract'. As such, delivery of goods specified in the Purchase Orders released under the scope of this contract shall be made within the time limit prescribed therein. Penalty for late delivery will be applicable @ 0.5% per week or part thereof subject to a maximum of 10.0 % of **delayed portion**.

If any vendor does not accept LD ½% of the supply for each week of delay subject to a maximum of 5%, their offer is likely to be rejected by BHEL and the price bid shall not be opened. Bidders accepting for 10% LD shall not be loaded on account of LD. However bidders who offer any other % LD [between 5% to 10%] shall be loaded @ % deviation from 10% and their accepted %.e.g. If a bidder accepts for a max of 7% LD only, their offer would be loaded @ 3% (10 – 7 = 3).

- c. **Applicable GST shall also be recovered from suppliers/contractors on LD amount. For this Invoice will be issued by BHEL.**
- d. Withdraw the material and Sub-contract elsewhere without notice to the Sub-contractor, on the account and at the risk of the Sub-contractor, of the components not so delivered. The decision of BHEL in this regard shall be final and binding without canceling the Sub- contracting order in respect of the installments not yet due for delivery, or
- e. Cancel the Sub-contracting order or a portion thereof and if so desired Sub-Contract the materials not so delivered at the risk and cost of the Sub-contractor. If the Sub-contractor has defaulted in the performance of the original order, the BHEL shall have the right to ignore its tender for risk purchase even though the lowest. Where action is taken under this clause, the Sub-contractor shall be liable, for any loss which the BHEL may incur due to the Sub-contractor failure to deliver the component within the period fixed for such delivery.
- f. In this regard, BHEL standard operating procedure for implementation of risk and cost option on non-performing and/or defaulting contractors/suppliers shall be followed.

Risk and cost amount =[(A-B)+(A x 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 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

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

Balance Scope of 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 supply for calculating risk and 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.

22. FORCE MAJEURE:

If at any time during the continuance of the contract, the performance in which or in any part by either party of any obligations under the contract are prevented or delayed by reason of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to "an events" then provided the notice of happening of any such event is given by either party to the other within 21 days of the occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract

shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of any such event, claims of extension of time shall be granted for periods considered reasonable by BHEL subject to prior notification by the Vendor to BHEL of the particulars of the event and supply to BHEL, if required, of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed a waiver of time in respect of remaining deliveries.

23. DISPUTES/ARBITRATION:

In the event of any dispute and /or difference arising between the Sub-contractor and BHEL as to interpretation and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the sole arbitrator nominated by BHEL. The provisions of the Indian Arbitration Act and the rules there under shall apply to such arbitration. The award passed by the arbitrator shall be final and conclusively binding on all the parties.

24. JURISDICTION:

The court of the place from where the Sub-contracting order issued during the contractual period shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.

25. SUB-LETTING:

The Sub-contracting order or any part thereof shall not be Sub-contracted, assigned or otherwise transferred without giving the notification to BHEL in writing. However, vendor can outsource the Heat Treatment/Plating/Bending from authorized dealers of the process. But vendors have to submit certificate from third party to BHEL for the job undertaken.

26. MISCELLANEOUS:

- a) BHEL reserves the right to accept or reject any part or whole of the tender without assigning any reason thereof.
- b) BHEL reserves the right to discontinue any component/change scope of work/assembly as the need arises from time to time during the currency of tender.
- c) In case of any loss that might be caused to BHEL due to lapse on the part of the workers deployed by Sub contractor, such loss shall be compensated by Sub Contractor and in this connection, BHEL has the right to deduct appropriate amount from his bills etc. to make good of such loss to BHEL beside imposition of penalty. In case of any deficiencies /lapses on the part of personnel deployed by Sub contractor, BHEL shall be within its right to terminate the contract forthwith or take any other action without assigning any reasons whatsoever.
- d) During the currency of the tender, if any new component with new material code but under same size & similar scope of Machining work appears, vendor shall be liable to machine it under final tender rate and terms and conditions.
- e) All Personnel Protective Equipments/Safety Equipments are to be provided by Sub Contractors to its workers deployed for work inside BHEL premises.
- f) **In case of death/mishap/physical disability occurred during discharging the duties by Sub Contractor/ workers deployed by Sub Contractors inside BHEL premises, the compensation liability solely rests with the Sub Contractor.**
- g) The identification and traceability w.r.t Make/Melt/Heat & Material type of raw material issued to Sub Contractor shall be maintained by him during processing and onward final submitting the components in BHEL Stores. BHEL reserves the right to verify the compositions/mechanical/chemical properties of parent material at any stage of processing at Sub Contractors end and also of final machined components submitted in BHEL stores.
- h) The Sub Contractor shall supply the finished components with proper packing arrangement as specified in respective Purchase Order(s).
- i) The Sub Contractor(s) who have deployed their labor for work within BHEL Premises shall be responsible for compliance of following Labour laws/Acts
 1. Payment of Wages Act 1936.
 2. The Employees Provident Fund and Miscellaneous Provision Act 1952.
 3. The Factory Act 1948.
 4. The Employee State Insurance Act 1948.

5. The Employment of Children's Act 1938.
6. The Minimum Wages Act 1948.
7. Workmen Compensation Act 1923

(Any other Labour laws as applicable will be taken into consideration for compliance of labour laws in this contract.)

j) For this procurement, Public procurement (Preference to Make in India), Order 2017 dtd 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.20 and subsequent orders issued by the respective Nodal ministry shall be applicable even if issued after the issue of this NIT but before finalization of contract /PO/WO against this NIT. In the event of any Nodal ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable. Further with ref to Clause no .9 a of above mentioned order self-certification from all bidders is required as mentioned below:

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

k) Abridged version of Guidelines for Suspension of business dealings with suppliers/contractors are available at below mentioned link

<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>

27. PERFORMANCE MONITORING:

- a) The Sub-contractor/s with whom contract is entered into will be evaluated based on the "System for Performance Monitoring & Rating for Vendors".
- b) Performance Rating will be taken into consideration while releasing further orders on the Sub-contractor. Based on performance of the Sub-contractor, supplier control checks will be specified from time to time and will be binding on the sub-contractor.
- c) The Supplier Performance Rating shall be used for assessing the performance of a supplier in comparison with other suppliers with a view to decide whether or not to continue to procure the products from the supplier if the Supplier Performance Rating is below a certain limit.

d) For more details on Supplier Performance Rating, supplier can read Para 9.0 in abridged version available at following link: -

https://www.bhel.com/sites/default/files/SEARP-2016_abridged_for_web.pdf

e) The feedback to the supplier shall be posted every quarter. In addition, the annual SPR rating shall also be intimated to the supplier. In case, the vendor does not contest the SPR ratings within 15 days of the availability of SPR on B2B portal, it shall be construed that the vendor has accepted the SPR ratings provided by BHEL.

28. DEALING WITH BANNED SUPPLIERS /CONTRACTORS:

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

1. Integrity commitment, performance of the contract and punitive action thereof:
 - a. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. During the tender process, BHEL will treat all Bidder(s) in a transparent and fair manner, and with equity.
 - b. Commitment by Bidder/ Supplier/ Contractor:
 - a. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
 - b. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any

other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

- c. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www. bhel.com and/or under applicable legal provisions”.

29. WORDS AND FIGURES:

- a) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- e) Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. All overwriting/ cutting, etc will be numbered by bid opening officials and announced during bid opening.

30. PREFERENCES FOR MSE' s:

Preferences* as mentioned in “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012” & “Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order, 2018” or as per latest guidelines issued by government shall be given to Micro and Small enterprises.

MSE suppliers can avail the indented benefits only if they submit along with 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 CA certificate (where deemed validity of EM II certificate of five year has been expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the last date of bid opening (Part-I in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by the Gazetted officer. Copy of UDYAM certificate can also be submitted.

*All these preferences are applicable subject to the submission of applicable certificates (i.e. District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises).

Necessary Document to be submitted in Part-I:

- Acceptance of all techno-commercial terms and conditions. **If nothing is mentioned for any**

terms and condition, it shall be concluded that the same is accepted.

Documents required as per Pre Qualification Criteria

- **Attested Copy of MSME/SSI/NSIC Certificate (if applicable). Copy of UDYAM certificate can also be submitted**
- **Attested Copy of CA Certificate certifying quantum of investment in Plant and machinery if applicable (please refer Clause 30)**
- **Un-priced bid with all taxes and duties (extra/inclusive) and % mentioned.**

Document to be submitted in Part-II:

Rates per pc (no.) mentioned in figures as well as in words. **No other condition shall be mentioned.**

Non-submission of such document 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 not cleared before price bid opening

31. SUPPLIED MATERIAL ADJUSTMENT:

Item/s pending in previous PO has to be billed in previous PO only. Otherwise BHEL will be free to adjust the supplies in previous PO. Any implication of Taxes will be on supplier's account. For this it is desirable to reconcile the pending PO statement every month/frequently. Vendor can ask for pending PO's from BHEL anytime.

32. Fraud Prevention:

"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."

33. Submission of signed & stamped documents:

The supplier and bidders while submitting documents in response to NIT/Tender etc. are required to ensure that:

"Documents submitted with the offer shall be stamped and signed in each page by the authorized representative of the bidder".

For and on behalf of BHEL

Manoj Kumar
Manager/Sub-Contg.

PART – B

SYSTEM FOR PERFORMANCE MONITORING & RATING FOR VENDORS

1. The Supplier Performance Rating shall be used for assessing the performance of a supplier in comparison with other suppliers with a view to decide whether or not to continue to procure the products from the supplier if the Supplier Performance Rating is below a certain limit.
2. **Supplier Performance Rating (SPR):**
Supplier performance shall be assessed taking into account the following main factors and calculated for each consignment / purchase order:

Rating	Weightage
Quality	60
Delivery	30
Service	10
Total	100

2.1 Quality Rating (OR):

Quality rating is based on acceptable quantity of material offered for inspection or delivered by supplier and shall be calculated as:

$$\text{Quality Rating (QR)} = \frac{(Q1 + 0.75 \times Q2 + 0 \times Q3) \times 60}{Q}$$

Q	Quantity inspected
Q1	Quantity accepted
Q2	Quantity accepted with concession/deviation/rectification
Q3	Quantity rejected

2.2 Delivery Rating (DR):

Supplier will be rated on delivery parameters wherein Delivery rating shall be 30 in case of adherence to PO delivery.

For non-adherence to PO delivery (i.e. delay in supply), marks to be deducted in proportion of delay to PO delivery.

$$\text{Deduction} = 30 \times \text{delay in days} / \text{PO delivery in days}$$

$$\text{DR} = 30 - \text{Deduction}$$

Note:

- a) Delay is calculated as per PO delivery terms.
- b) In cases, where delay is on account of BHEL in providing raw materials/ tools/ any other input, the delivery shall be extended with amendment to PO.
- c) In case of rectification/replacement of item, the delivery is to be reckoned from the original supply date.

2.3 Service Rating (SR) 10% Weightage:

The criteria for service rating shall be based on the Demerit factor (negative rating) to be updated by the User/ Quality/ MM (Sub Contg) group. The service rating shall be 10 in case there is no negative

feedback against the vendor for the given supply. Else, the service rating should be reduced proportionally based on the Demerit factor.

In case negative feedback (substantiated by documentary evidence) is received from Shop Floor/ Site on the supplies made, at a later date, demerit factor shall be applied again accordingly

Supplier Performance Rating (SPR) = QR + DR + SR

3. Usage of Supplier Performance Rating:

The following action is recommended based on SPR score:-

SPR Score	Grade	Action
>90	A	Supplier can be considered for self-certification or for reduced witness points during inspection
>75 <=90	B	Supplier may be informed for improvement
>=60 <=75	C	Identification of areas for improvement by MISCC - Approval of Product Manager/ Head of MM (not below the rank of AGM) for limited tender enquiry
<60	D	To be dealt in accordance with extant guidelines on Suspension of Business Dealings with Suppliers/ Contractors

4. Feed back to suppliers regarding performance rating:

The feedback to the supplier shall be posted every quarter. In addition, the annual SPR rating shall also be intimated to the supplier. In case, the vendor does not contest the SPR ratings within 15 days of the dispatch of SPR rating by BHEL, it shall be construed that the vendor has accepted the SPR ratings provided by BHEL.

For and on behalf of BHEL
 Manoj Kumar
 Manager/Sub-Contg

Techno Commercial cum Unpriced Bid format

Tender Enquiry No.BHEL:IVP:SC: 2223:CCA Dated 20.02.2023

Vendor Name : _____

Vendor is to submit consent regarding below points:

1.	The rates quoted by vendor are FOR Goindwal basis.	(Yes/No)
2.	Please specify whether your firm is GST registered	GST registered / Non GST registered
3.	GST registered vendors to specify rate of GST applicable on job work and SAC code	GST Rate _____
4.	Is your Firm registered as MSE? If Yes Kindly Submit copy of your Udyam / MSME/SSI/NSIC Registration Certificate.	(Yes/No)
5.	Is the Ownership of your Firm Covered under SC/ST Category? If yes, Please Submit the relevant certificate/documents attested by Gazetted Officer or Notary.	(Yes/No)
6.	It is self-certified that item (s) offered meets the local content requirement for 'Class-I Local Supplier' / 'Class-II Local Supplier' (as the case may be) as per latest Make in India Order issued by DPIIT	(Yes/No)
7.	Please specify whether your firm is coming under Class-I Local Supplier or Class-II Local Supplier or Non-Local Supplier	We are Class-I Local Supplier/ Class-II Local Supplier/ Non-Local Supplier
8.	Please specify Percentage of Local content as per latest Make in India Order issued by DPIIT	
9.	Please give details of location (s) at which the local value addition is made	
10.	All the documents submitted with offer has been signed and stamped by authorized representative.	(Yes/No)
11.	If the above mentioned certificates (sl no. 04 &05) are not attached with the bid, the benefits mentioned as per clause 30 of terms and conditions will not be applicable.	

Plate thicknes	No of plates required to be mentioned by bidder	Size of plates required	Leftout plate/offcut size
6 mm			
10 mm			

Validity of offers (As per BHEL terms 60 days validity is required)

We understand that anything other than prices mentioned in the price bid shall not be considered by BHEL

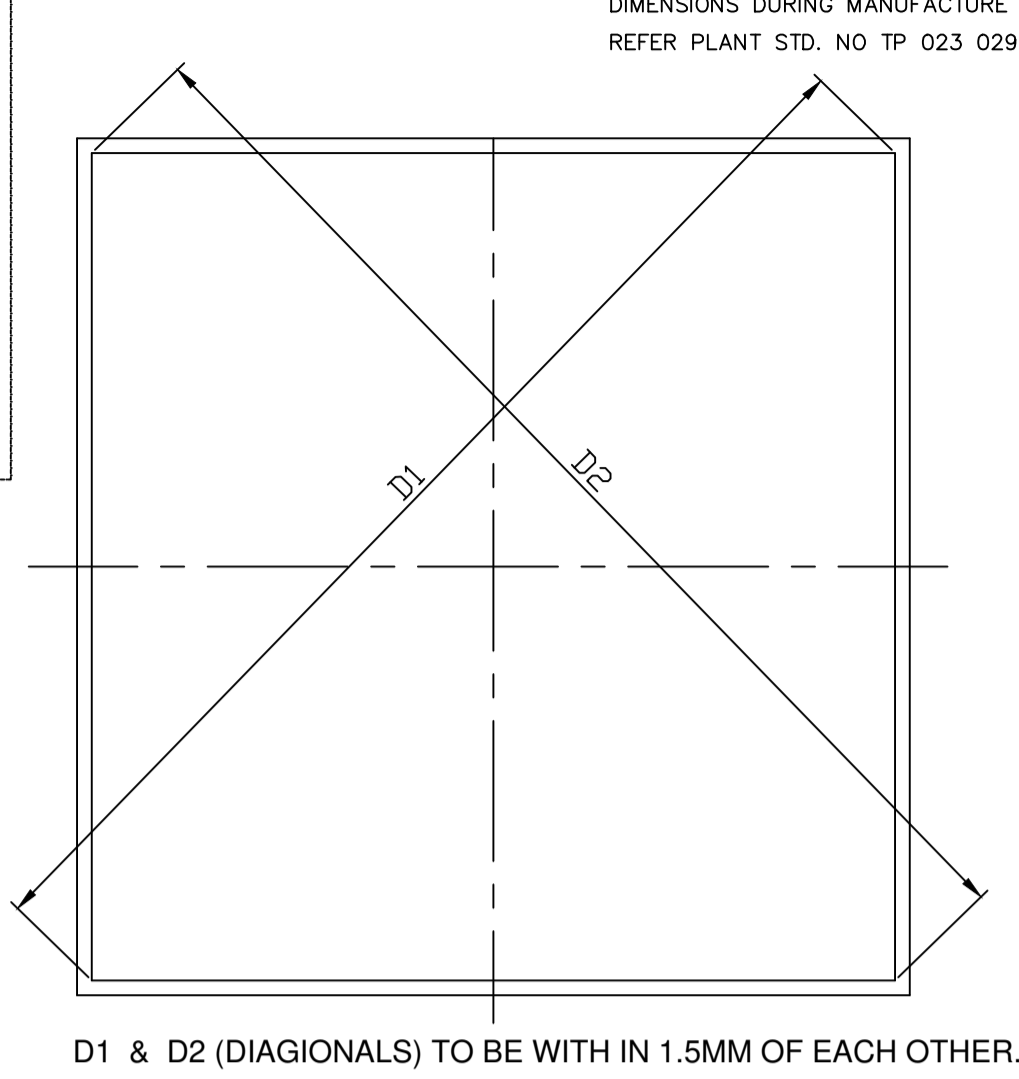
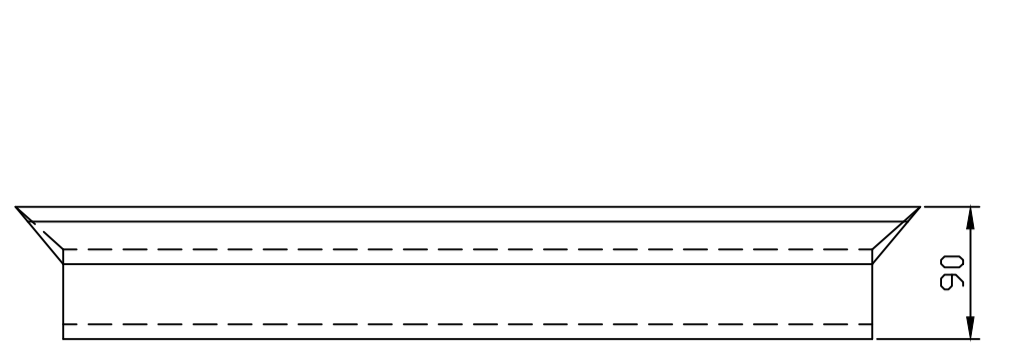
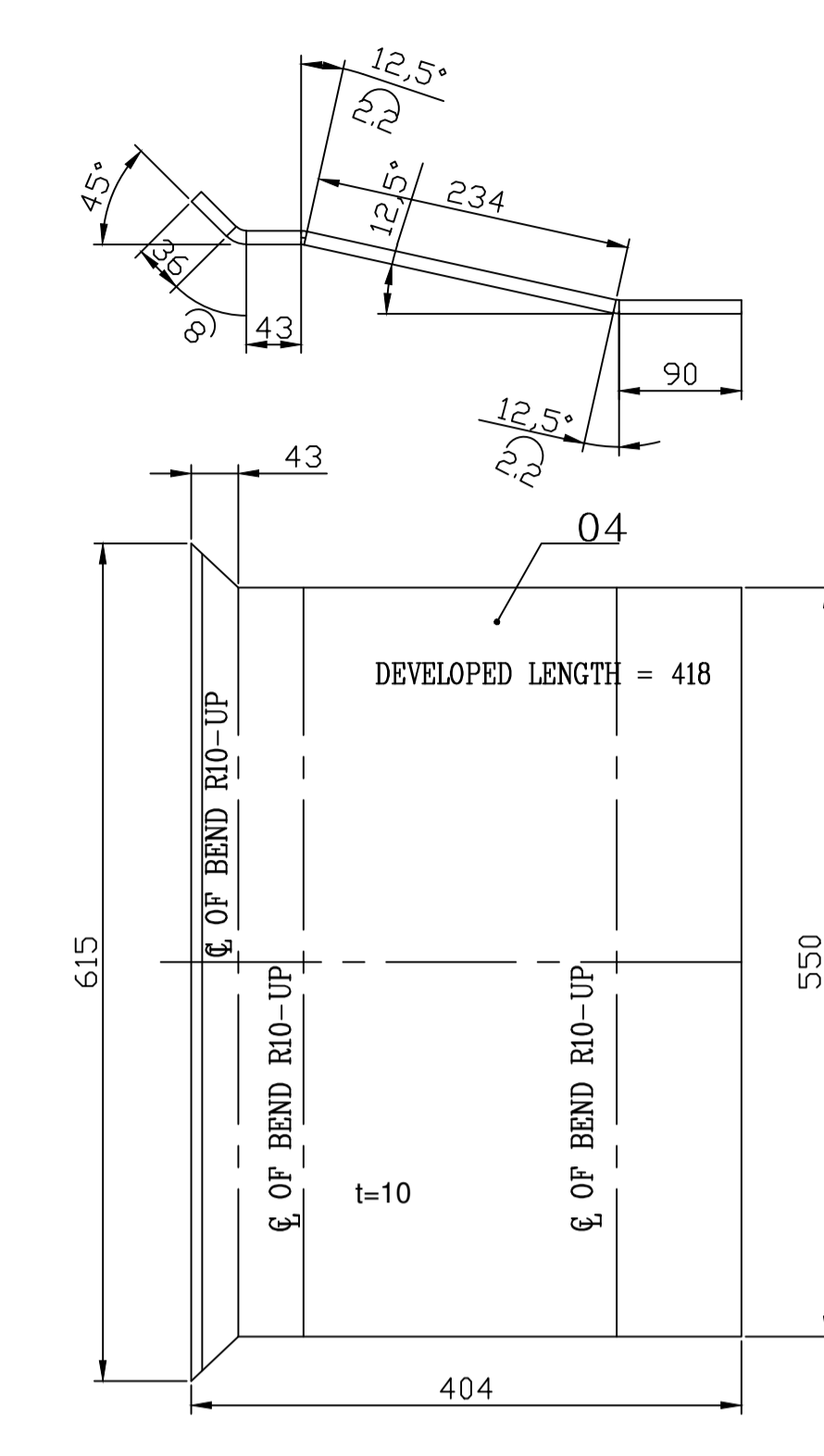
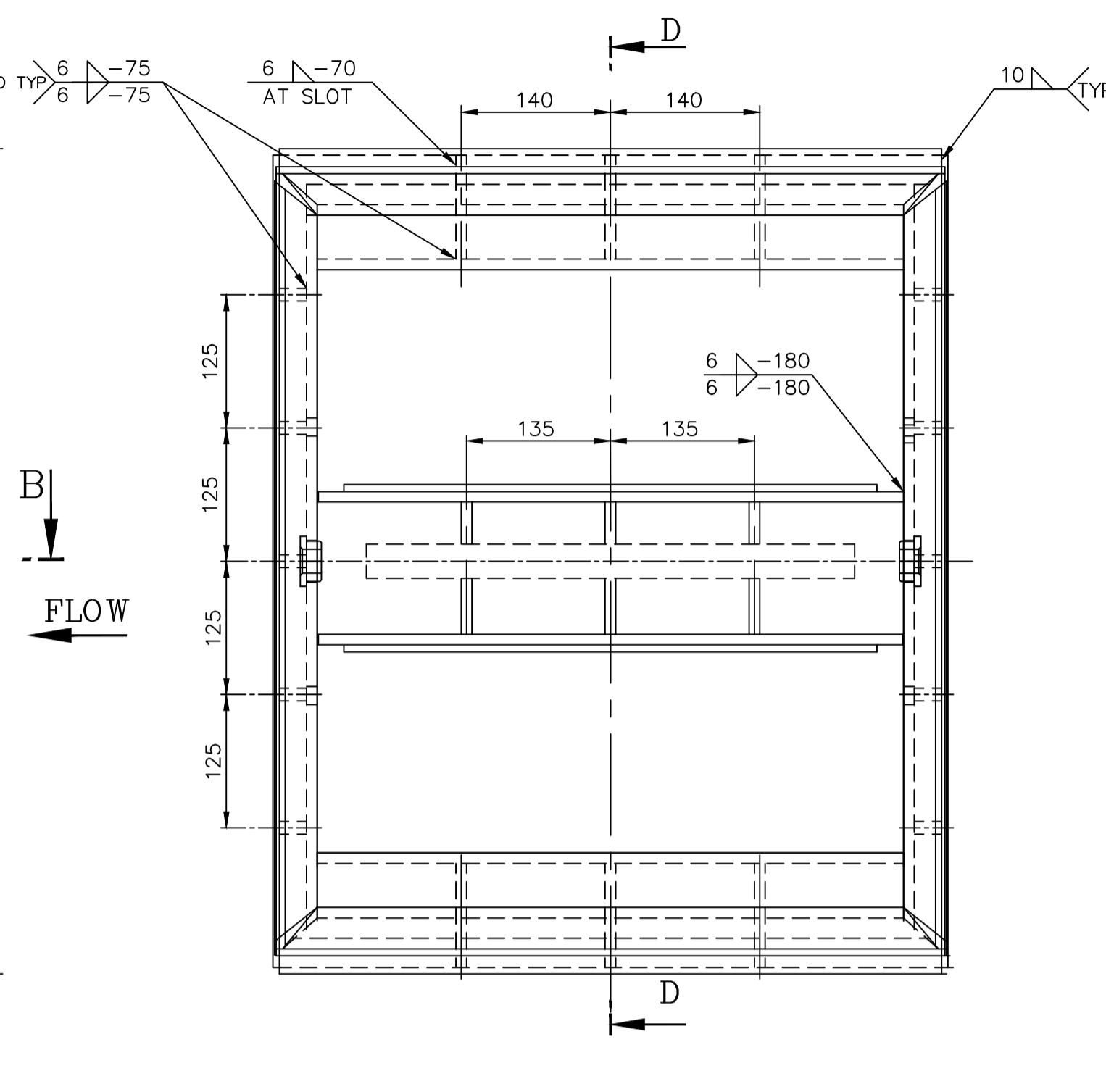
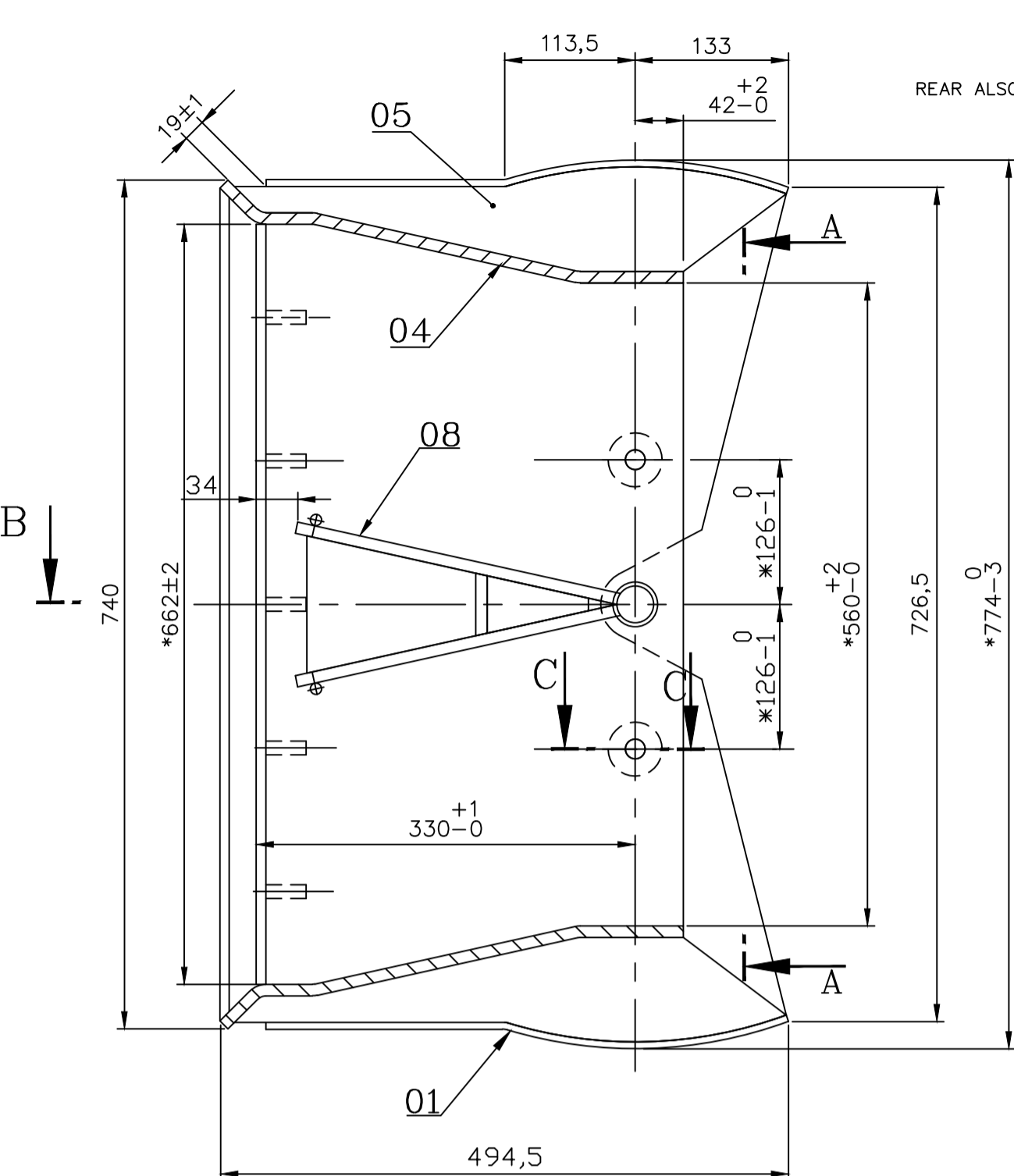
We accept all the terms and conditions of the Tender Enquiry No.BHEL:IVP:SC:2223:CCA Dated 20.02.2023

Authorized signatory with seal

Tender Enquiry Sr No	Drawing Item no	Size1	Size2	Drawing no	Item Description	Quantity	Unit	RAW MATL DESCRIPTION	Quoted price in figures	Quoted price in Words
1	1	626	462	1-45-220-00943	PL 6X626X462	16	NO	SS PLATE-6 MM -SA240TP309S		
2	2	762	453	1-45-220-00943	PL 6X762X453	16	NO	SS PLATE-6 MM -SA240TP309S		
3	3	726	413	1-45-220-00943	PL 10X726X413	16	NO	SS PLATE-10 MM -SA240TP309S		
4	4	615	418	1-45-220-00943	PL 10X615X418	16	NO	SS PLATE-10 MM -SA240TP309S		
5	5	480	91	1-45-220-00943	PL 10X480X91	48	NO	SS PLATE-10 MM -SA240TP309S		
6	6	303	28	1-45-220-00943	PL 10X303X28	80	NO	SS PLATE-10 MM -SA240TP309S		
7	1	287	548	2-45-220-00998	PL 10X287X548	16	NO	SS PLATE-10 MM -SA240TP309S		
8	2	120	245	2-45-220-00998	PL 10X120X245	24	NO	SS PLATE-10 MM -SA240TP309S		
9	3	49	55	2-45-220-00998	PL 10X55X55	16	NO	SS PLATE-10 MM -SA240TP309S		
10	4	45	101	2-45-220-00998	PL 10X50X113	16	NO	SS PLATE-10 MM -SA240TP309S		

1-45-220-00943

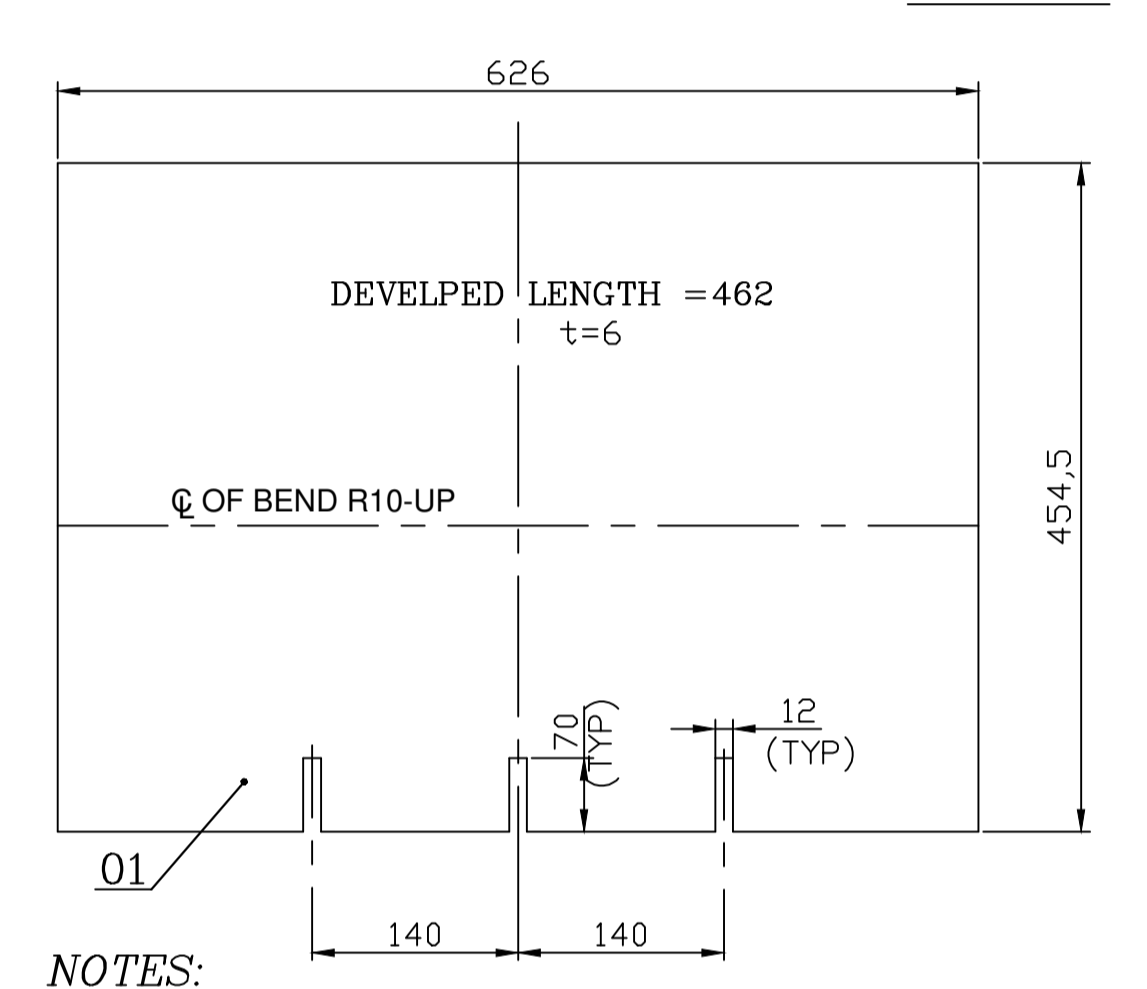
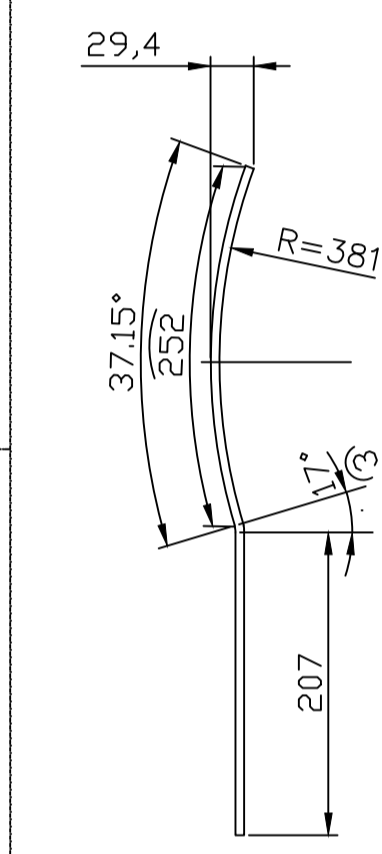
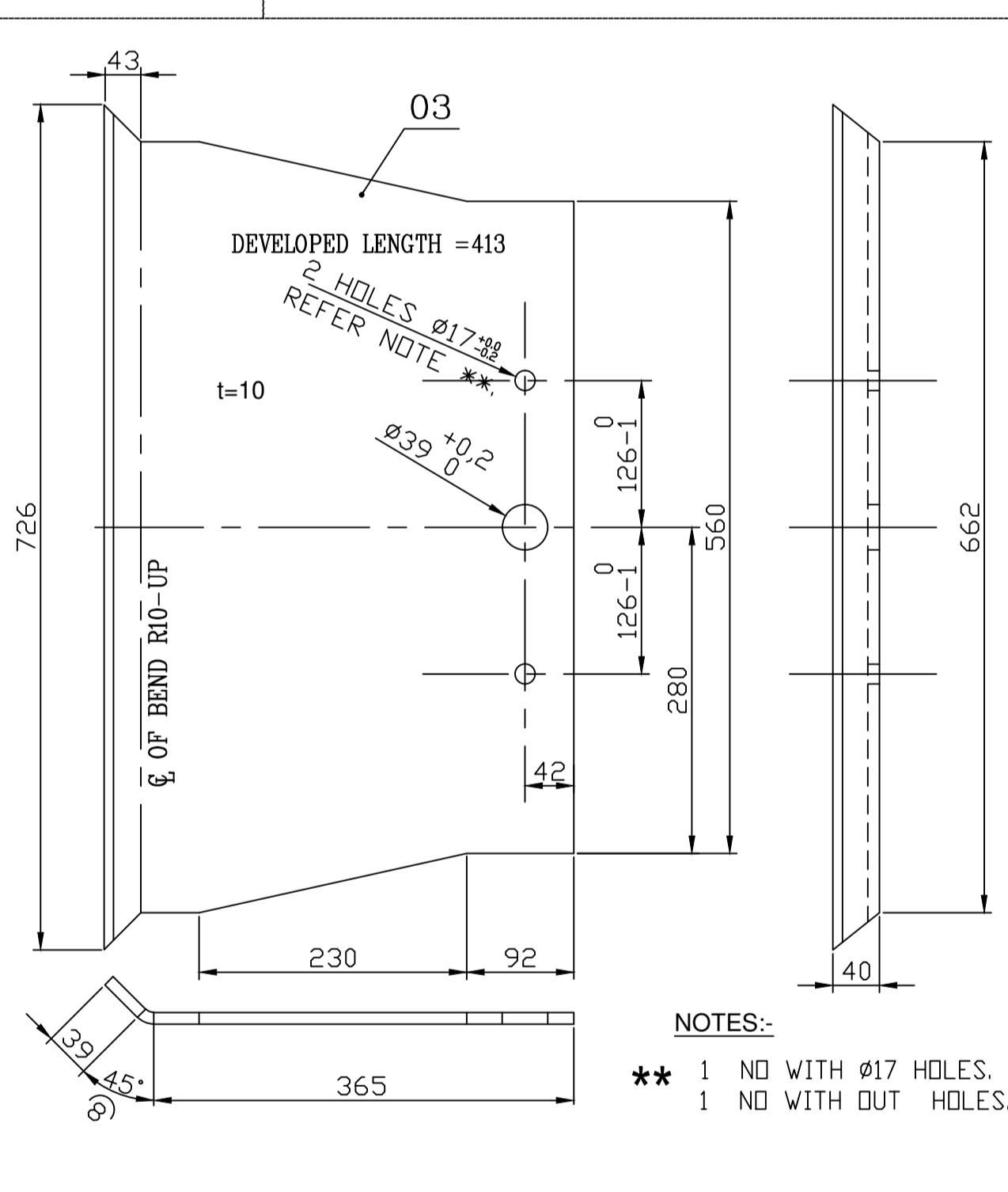
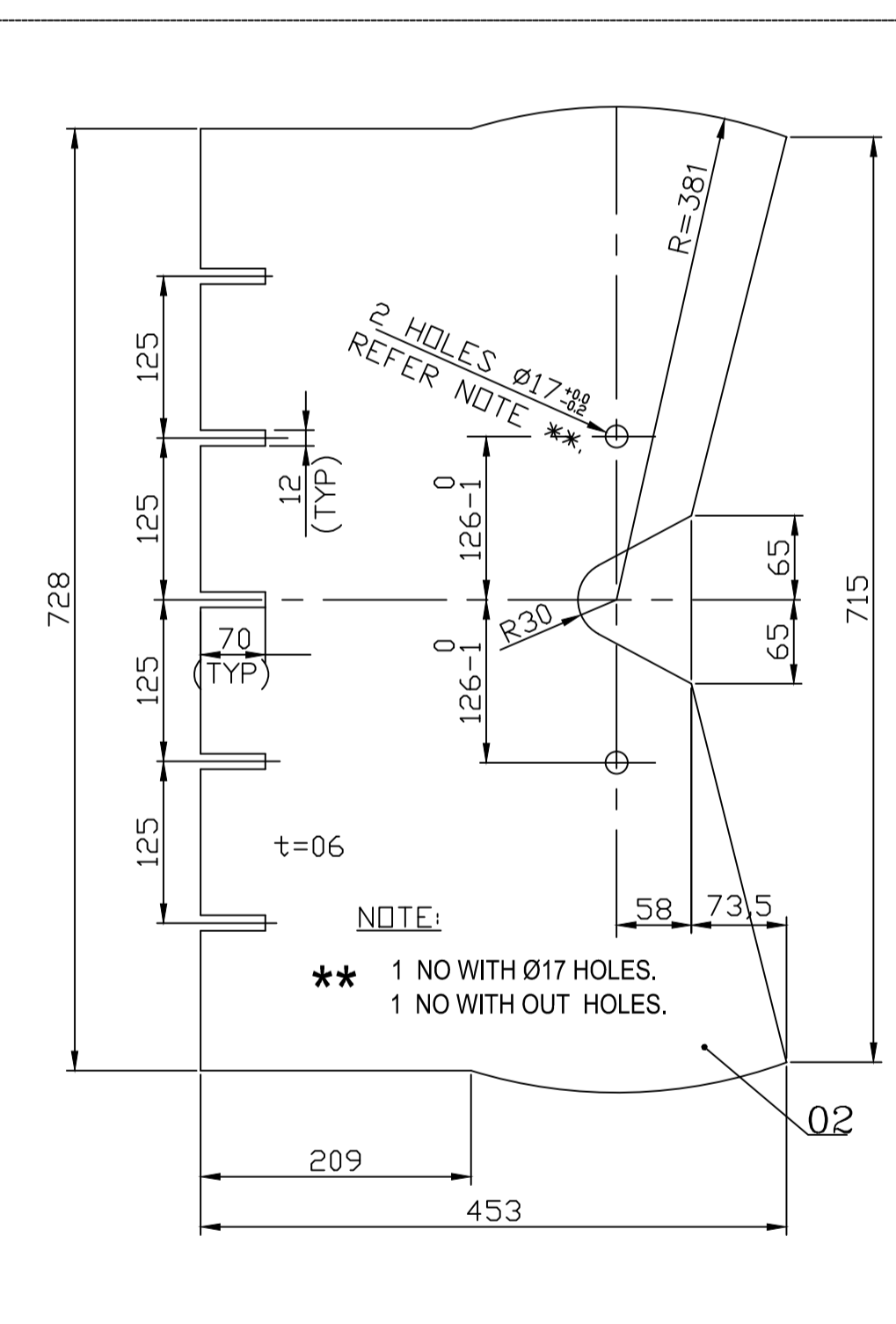
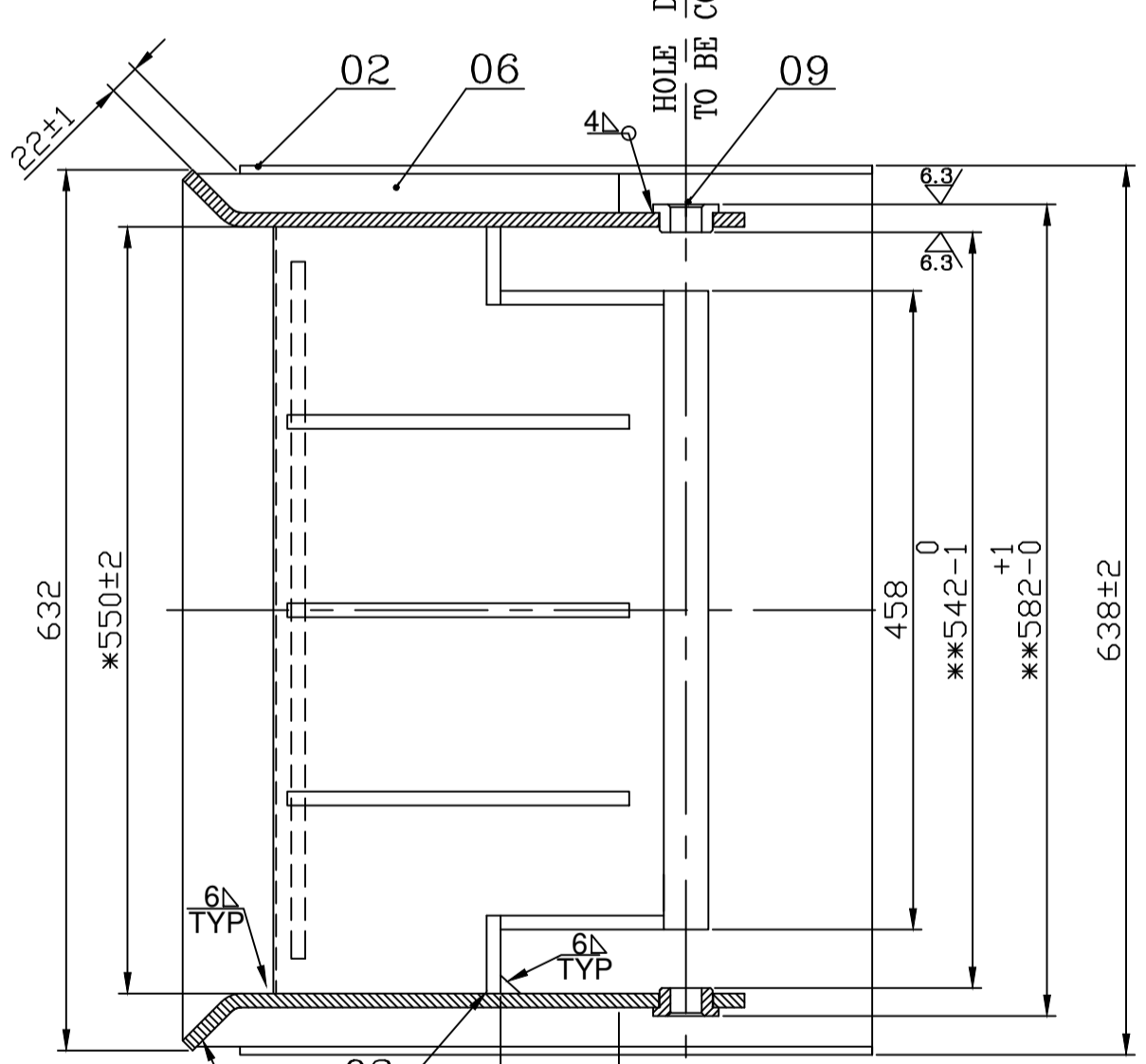
SECTION - DD



FOR TOLERANCES OF UNTOLERANCED DIMENSIONS DURING MANUFACTURE REFER PLANT STD. NO TP 023 0299

- * MOST CRITICAL DIMENSION
- ** PVT. BRG. FACES MAY BE GROUND TO ACHIEVE REQD. DIMENSION.

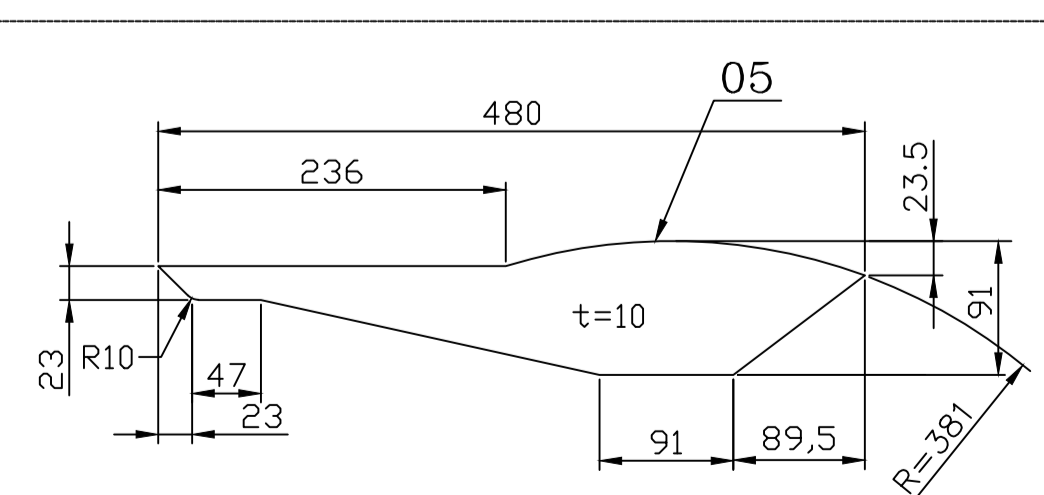
HOLE DIA±5 H11 OF ITEM NO 09 TO BE CO-AXIAL & ENSURED.



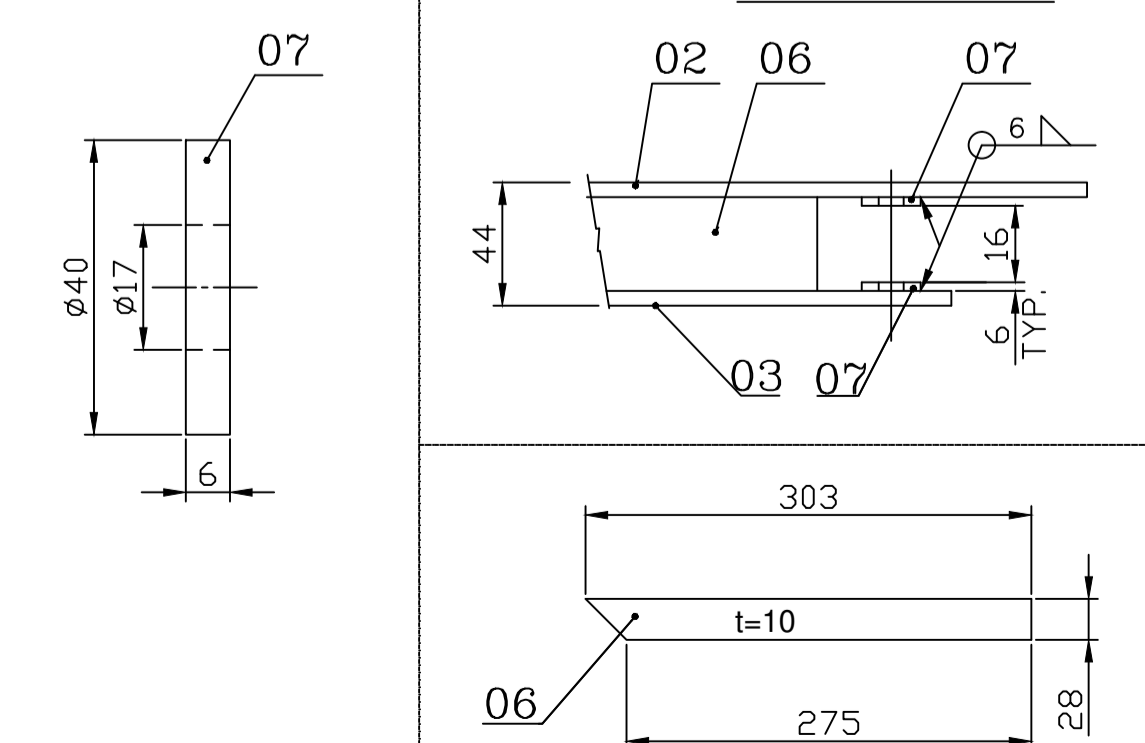
- NOTES:
- *MOST CRITICAL DIMENSION.
 - DRILLED HOLES SHALL BE FREE OF BURRS.
 - FOR ALL WELDING USE APPLICABLE WPS.
 - FOR TOLERANCES REFER DRG.NO:1-45-220-00805.
 - FOR WELDING DETAIL REFER DRG.NO:4-45-00-00975.

VARIANT NUMBER	ITEM NUMBER	DESCRIPTION	STD	DRAWING NUMBER	ITEM NO	MATERIAL CODE	UNIT	UNIT WEIGHT	ZONE
	09	CNT PIVOT BEARING		4-45-220-01262	15-024-159			0.170	
					SA 479 TYP304			02	
	08	VEE BLOCK-CNTIP		2-45-220-00998	15-011-741			31.988	
					WELDMENT			01	
	07	ROUND D40; 6			15-011-469			0.049	
					SA 240 TYP309			04	
	06	PL 10X303X28			15-011-469			0.647	
					SA 167 TYP309			10	
	05	PL 10X480X91			15-011-469			2.026	
					SA 167 TYP309			06	
	04	PL 10X615X418			15-011-469			18.466	
					SA 167 TYP309			02	
	03	PL 10X726X413			15-011-469			20.425	
					SA 167 TYP309			02	
	02	PL 6X762X453			15-011-741			14.271	
					SA 167 TYP309			02	
	01	PL 6X626X462			15-011-741			13.882	
					SA 167 TYP309			02	

SECTION - BB



SECTION - CC



REV	DATE	ALTERED	BY	ZONE	REV	DATE	ALTERED	BY	ZONE	REV	DATE	ALTERED	BY	ZONE
06	25.1.12	CHD & APPD	GSK		04	27.07.02	CHD & APPD	R.SESHARAJAN		02	11.03.98	CHD & APPD	R.SESHARAJAN	
05	27.9.04	CHD & APPD	KRM		03	28.10.98	CHD & APPD	R.SESHARAJAN		01	19.2.98	CHD & APPD	R.SESHARAJAN	

TYPE OF PRODUCT OR NAME OF CUSTOMER/PROJECT

Bharat Heavy Electricals Ltd
UNIT: HIGH PRESSURE BOILER PLANT
TIRUCHIRAPALLI - 620014

DRN: ANBU.K
CHD: R.SESHARAJAN
APPD: P.RAMREDDY

SCALE: 1:5 NTS

WEIGHT (Kg): 185.238

REF TO ASSY / OLD DWG

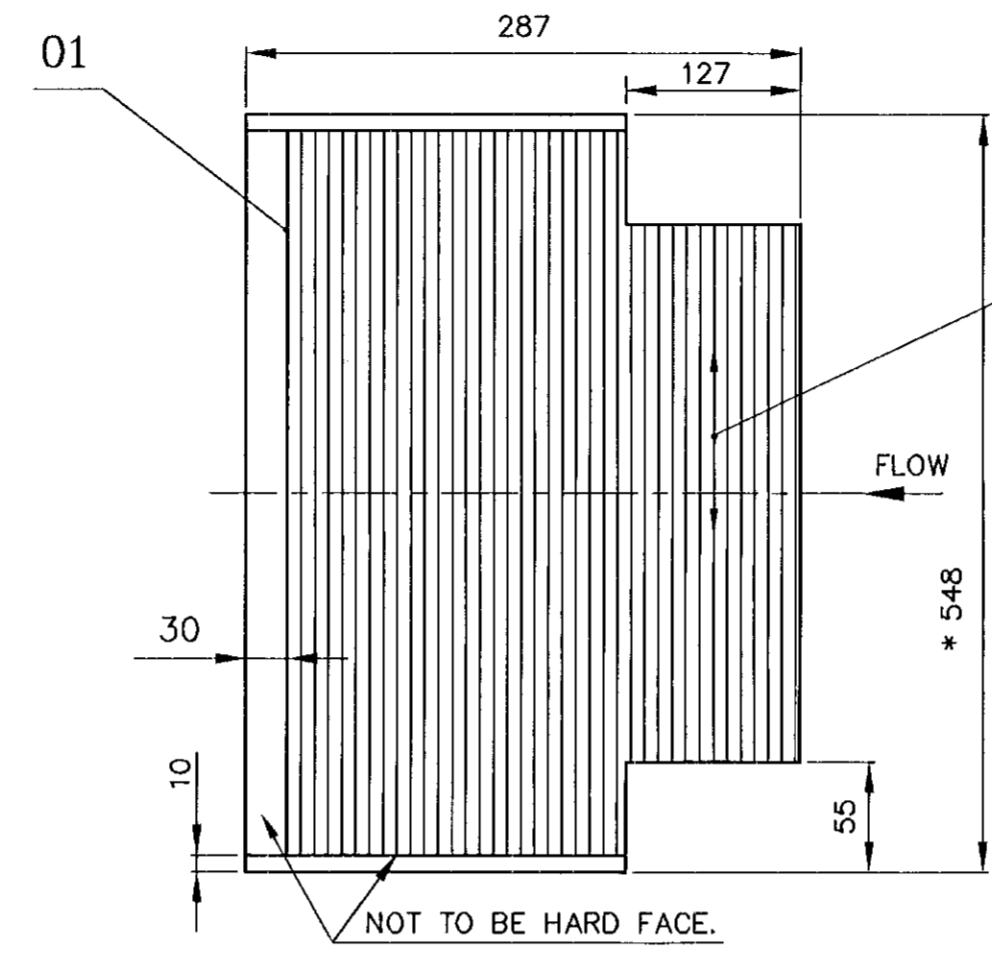
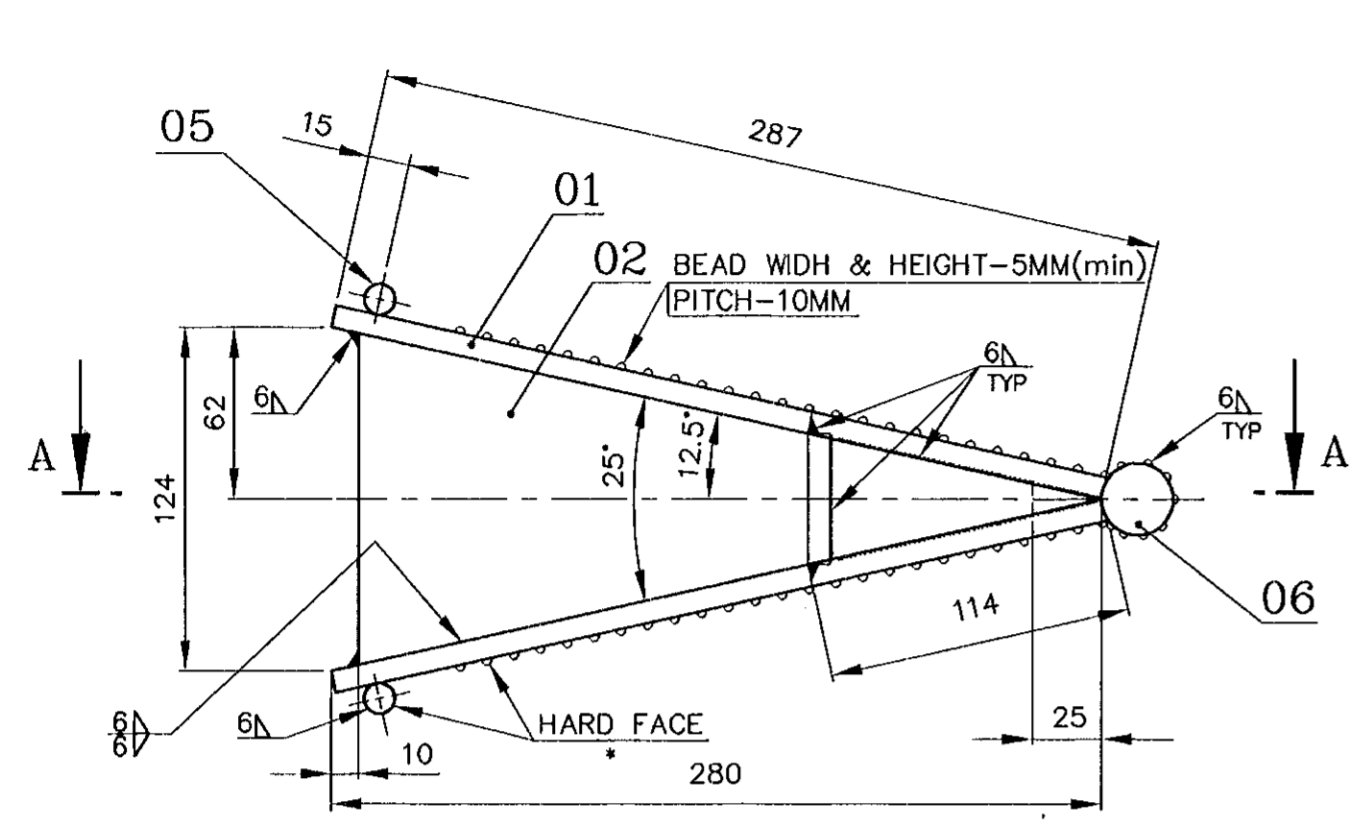
TITLE: WIDE RANGE COAL NOZZLE TIP

DRAWING NO: 1-45-220-00943

REV: 06

2-45-220-00998
DRAWING NO.

FOR TOLERANCES OF UNTOLERANCED DIMENSIONS DURING MANUFACTURE REFER PLANT STD. NO TP 023 0299

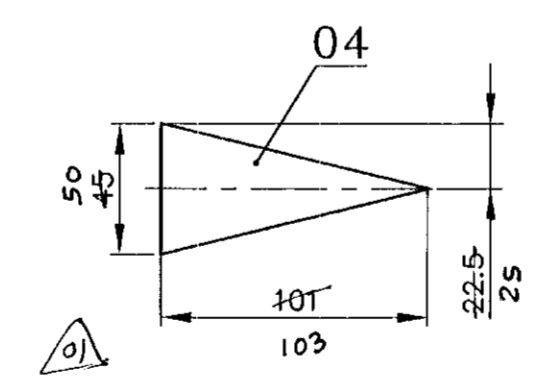
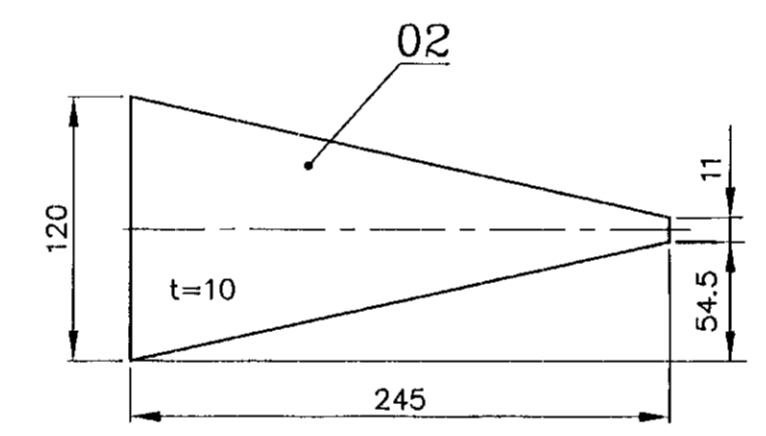
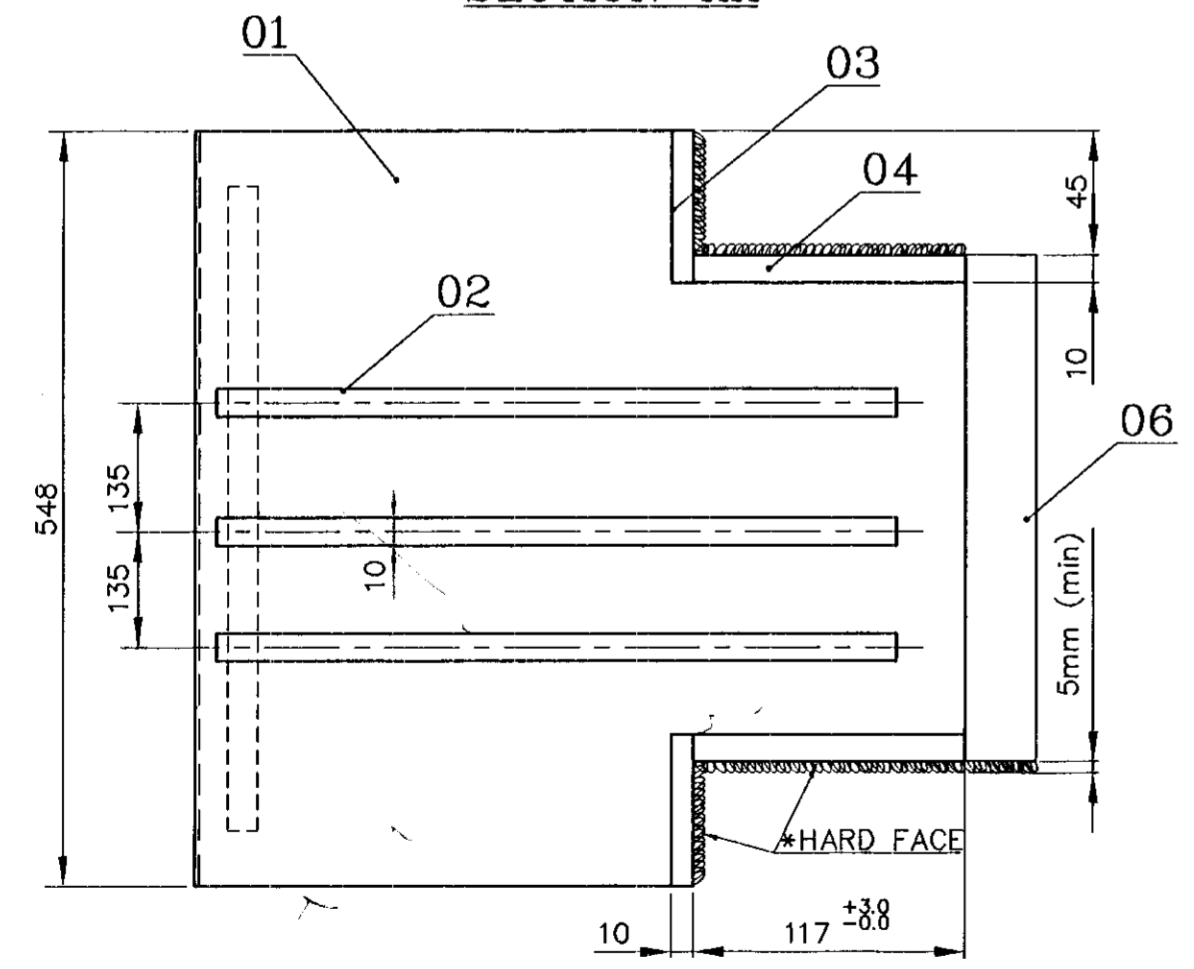


* DIRECTION OF WELD LAY- J TO FLOW DIRECTION ONE SIDE ONLY.

NOTES: -

1. FOR ALL WELDINGS & FOR HARD FACING USE APPLICABLE WPS.
2. HARD FACING SHALL BE CARRIED TO ACHIEVE A HARDNESS OF 52-58 HRC.

SECTION-AA



VARIANT NUMBER	ITEM NUMBER	DESCRIPTION	STD	DRAWING NUMBER	ITEM NO	MATERIAL CODE	A/C/P	UNIT	UNIT WEIGHT	ZONE
VAR NO		MATERIAL SPECN					DI	QUANTITY		
	06	ROD D32 ; 458				15 024 194			2.970	
						SA 479TYP.304		1		
	05	ROD D10 ; 500				15 024 130			0.310	
						SA 479TYP.304		2		
	04	PL.10 x 45 x 101 50 113				15 011 469			0.182	
						SA 167-TYP 309		2		
	03	PL.10 x 49 x 55 55				15 011 469			0.216	
						SA 167TYP 309		2		
	02	PL.10 x 120 x 245				15 011 469			1.300	
						SA 167TYP 309		3		
	01	PL.10 x 287 x 548				15 011 469			11.856	
						SA 167-TYP 309		2		

REV	DATE	ALTERED: NRN.	REV	DATE	ALTERED: NRN.
02	29/09/04	CHD&APPD: KRM.	01	18/5/99	CHD & APPD: R...
ZONE E5		MATL SPECN SA167TYP309 WAS SA240TYP309	ZONE 4,E		FOR ITEM NO 03 & 04
		MATL CODE 15 011 469 WAS 15 011 100.	ZONE 6,D		DIMENSIONS ARE ALTERED.

CAUTION: The information on this drawing is the property of BHARAT HEAVY ELECTRICALS LTD. It must not be used directly or indirectly in any way detrimental to the interest of the company.

TYPE OF PRODUCT OR NAME OF CUSTOMER/PROJECT			
Bharat Heavy Electricals Ltd UNIT: HIGH PRESSURE BOILER PLANT TIRUCHIRAPALLI - 620014			
DRN	NAME	SIGNATURE	DATE
CHD	SIVA P	P. Sivan	31/12/97
APPD	R.S.R	R.S.R	31/12/97
APPD	P.R.R	P.R.R	31/12/97
DEPT	ALL DIMENSIONS ARE IN MM	PROJECTION	SCALE
CC			N.T.S
CODE	129	WEIGHT (Kg)	31.998
TITLE			REF TO ASSY / OLD DWG
VEE BLOCK - CNTIP			
DRAWING NO :			REV
2-45-220-00998			02