



Bharat Heavy Electricals Limited, Bhopal (India)
(A Govt. of India undertaking)

"Marching Towards Business Excellence"

Ancillary & Subcontracting Division, HRDC Building, Ground floor, BHEL Bhopal

TENDER DOCUMENT FOR ENQUIRY E6913046



ANNEXURE-I

1. Clause no. 2(P) to be read as :-

"In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case, more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding".

Clause no. 13.4 of annexure-1D is not applicable for this enquiry.

2. Clause no. 29(B) to be read as :-

In tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply at least 25% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately.

A quantum of 6.25% (25% out of target of 25%), so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 6.25% sub-target for procurement earmarked for MSE(s) owned by SC or ST entrepreneurs shall be met from other MSE(s).

A quantum of minimum of 3% reservation within the above mentioned 25% reservation, so earmarked, will be reserved for MSE's owned by women entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 3% sub-target for procurement earmarked for MSE(s) owned by women entrepreneurs shall be met from other MSE(s).

In case of indivisible tender, the full quantity shall be awarded to L1.

3. Public Procurement (Preference to Make in India) Clause:

"For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ NonLocal 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 the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT".

Bidders to indicate in their bid if they are not Class-I local supplier (local content equal to or more than 50%).

4. Clause 2 (D) of General terms & conditions (BP200102) regarding reverse auction is not applicable for this enquiry. For RA refer enquiry remarks.

5. +/- 5% variation in weight is acceptable to us.



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6. RA Guidelines

1. Minimum two techno-commercially qualified bidders are required to conduct RA.
2. 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.

Accordingly, decision shall be taken after part-I opening.



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7. Bank guarantee (BG)

Additional Terms & conditions for fabrication / manufacture of components and assemblies on Job work BASIS.

- a) Material / components will be issued through delivery challan under GST regime
- b) In case of order, the vendor would be required to furnish Bank Guarantee (BG) as follows, if not stated otherwise in the main Enquiry :
1. **First order:-**Bank guarantee for vendors executing first order of ancillary & sub-contracting division shall be for 30% cost of free issue material subject to maximum BG of Rs 30 lakhs for first order.
 2. **Subsequent orders:** - Bank guarantee shall be for 10% cost of free issue material subject to maximum BG of Rs 30 lakhs for subsequent orders.
 3. 10% BG of highest balance of MWF value (taking into account both PMIV & SMIV held by the fabricators), for A category i.e. for normal material of MS, SS, HSS, CRGO & CRNGO etc. for machining, Fabrication and lamination purpose and copper sheets for welding to transformer tank (based on highest balance of MWF value appearing at the end of each month starting from January to December of the previous calendar year)
 4. 10% BG of highest balance of MWF value (taking into account both PMIV & SMIV held by the fabricators & based on highest balance of MWF value appearing at the end of each month starting from January to December of the previous calendar year) or value of material to be issued whichever is more for B category i.e. for high value item e.g. , thermal blades, turbine runner, liners and labyrinth for HVOF coating etc.
 5. 100% BG of value of material to be issued for C category i.e. for very high value item like copper for moulding of conductors, silver for soldering etc.
 6. Subject to minimum BG of Rs. 1,00,000 (Rupees one lakh only)
 7. “UNDERTAKING FOR FREE ISSUE MATERIAL” on plain paper / letter head from vendors to be submitted (where BG of less than free issue material is proposed) which will be a part of every enquiry refer attachment
 8. Solvency certificate of equivalent amount of free issue material.
- Note: - The BG is to be furnished in prescribed Performa and from BHEL approved Banks only (available in B2B site).

In case issual of material gets delayed because of non-submission of BG, BHEL reserves the right to cancel the order. pls refer B2B site for full details for BG system. A declaration to be submitted for balance value of free issue items .



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UNDERTAKING FOR FREE ISSUE MATERIALS

M/s Bharat Heavy Electrical Limited,

Piplani, Bhopal-462022 (M.P.)

Whereas M/s Bharat Heavy Electrical Limited (hereinafter referred to as 'The Customer' which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their office at Piplani, Bhopal-462 022, MP has entered in to a contract with M/s..... (hereinafter referred to as 'The Contractor' which expression shall unless repugnant to the context includes their legal representatives, successors and assigns for supply for free issue material on the terms and conditions as set out inter-alia, in the above said Purchase order/various purchase orders and various documents forming part there of hereinafter collectively referred to as the 'Said Contract' which expression shall include all amendments, modifications and / or variation thereto. This will also include other future fabrication and machining orders placed by BHEL during below mentioned period.

AND WHEREAS the customer has agreed to supply to the contractor major portion of raw materials / components etc. for the purpose of execution of the said contract by the contractor (the raw materials/ components etc.) to be supplied by the customer to the contractor hereinafter for the sake of brevity referred to as the "Said Materials" shall be under the custody and charge of the contractor and shall be kept, stored, altered, worked upon, machined/fabricated at the sole risk and expense of the Contractor.

Now Therefore in consideration of the pre-condition to the supply of the said materials by the Customer to the contractor, the Contractor hereby irrevocably and unconditionally undertake to compensate and keep compensated the customer from and against all loss, damage and destruction (inclusive but not limited) to any or all loss or damage and destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightening, explosion storage, chemical or physical action or reaction, bending, warping, exposure, resting, faulty workmanship, fabrication or faulty method or technique of fabrication, strike, riot, civil connection or other act or omission or commission whatsoever within or beyond the control of the Contractor, misuse and misappropriation (Inclusive but not limit to misuse or misappropriation by the contractor and the contractor's servant and or agents) Whatsoever to or of in the said materials or any part of item thereof from the date that the same or relative part of item thereof was supplied to the Contractor up to until the date of return to the Purchaser of the said material or relative part of item thereof or completed construction works incorporating the said material and undertake to pay to the customer forthwith on demand in writing without protest or demur the value as specified by the Customer of the said material or item or part thereof lost , damaged, destroyed, misused and / or misappropriated, as the case may be , together with the Customers costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance freight, packing and inspection costs/ or expenses) upto and aggregate limit of **Rs. _____/- (Rupees _____ only)** and/or additional value of material, if supplied to contractor.

1. The Undertaking shall be a continuing/ Undertaking and shall remain valid and irrevocable for all claims of the purchaser arising hereunder upto and until the midnight of However, if the Contract for which this Undertaking is given is not completed by this date Contractor hereby agrees to extend the Undertaking till such time as is required to fulfill the Contract.



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2. This Undertaking shall not be determined on change of constitution or insolvency of the Contractor but shall be in all respects and for all purpose be binding and operative until payment of all moneys payable to the Customer in terms hereof.
3. The mere statement or allegation made by or on behalf of the customer in any notice or demand or other writing addressed to the contractor as to any of the said material or item or part thereof having been lost, damaged, destroyed, misused or misappropriated while in the custody of the contractor and / or prior to completion of the completed fabrication/ machining works and handing over the completed job thereof incorporating the said materials shall be conclusive of the factor of the said material or item or part thereof having been supplied to the Contractor and / or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be , while in the custody of the Contractor and / or prior to the completion of the fabrication/ machining/processing works and handing over the completed job thereof incorporating the said materials without necessity on the part of the customer to produce any documentary proof or other evidence whatsoever in support of this.
4. The amount stated in any notice of demand addressed by the customer to the Contractor as to the value of such said materials lost, damage, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by the Customer in connection therewith shall be conclusive of the Value of such said materials and the said cost and expenses as also of the amount liable to be paid to the customer without producing any voucher, bill or other documentation or evidence whatsoever in support thereof.

The undersigned has full power to execute this undertaking on behalf of the Contractor under the capacity as Chairman & Managing Director/ owner/partner of the Company.

Place :

Date:

Witnesses

For (Co. name) _____

1. **Signature**

Signature.....

Name

(Name, sign & seal of Co.)

Address.....

2. **Signature**

Name

Address.....



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8. TENDER FEES :-

Suppliers must submit tender document fees of Rs.200/- (Two Hundred rupees only) through online only.

The procedure of depositing EMD/SD/Tender Fee is reiterated below:-

- (i) For depositing amount online, depositor has to open SB-Collect through Online E-Payment option available on Internet (www.bhelbpl.co.in under caption new link).
- (ii) After reading the instruction for depositing the amount; EMD & Tender Fee amount shall be deposited. EMD and Tender Fee may please be deposit together under EMD module where the EMD & Tender Fee both is applicable.
- (iii) After the successful payment DU No shall be generated from the banking system.
- (iv) After depositing the amount, Depositor has to fill Deposit slip available on Internet (www.bhelbpl.co.in under caption new link) by selecting required Enquiry number. Tender Fee and EMD may please be enter separately.
- (v) As and when credit received in BHEL account, automatic mail sent to the depositor

Note: - After submitting the Deposit Slip a control number will be generated through system which can be used for getting print out from the system.

“EMD/SD/Tender Fee will be accepted only in electronic Mode, which can be deposited on line through following link as mentioned below :

<https://bpl.bhel.com/qcins/iccs.htm>

E-receipt must be submitted along with offer.

Without tender fees offer shall be rejected. MSE suppliers are exempted from tender fees.