

**TENDER ENQUIRY 201800501 (ANNUAL FRAMEWORK AGREEMENT FOR
FARBICATION OF AL SPLICE PLATES ON JOB WORK BASIS)**

1. A BANK GUARANTEE OF MINIMUM RUPEES 1,00,000/- SHALL BE SUBMITTED TO BHEL RUDRAPUR BEFORE PROCEEDING TO PURCHASE ORDER AS PERFORMANCE BANK GUARANTEE. SAME SHALL BE RELEASED AFTER ONE YEAR ON SUCCESSFUL COMPLETION OF ORDER.
2. RATES ARE TO BE QUOTED FOR ENTERING INTO ANNUAL FRAMEWORK AGREEMENT FOR 1-YEAR DURATION. RATES QUOTED SHOULD THEREFORE BE FIRM & VALID FOR 1 YEAR.
3. RATES SHALL BE QUOTED ON FOR BHEL RUDRAPUR (ADDRESS: CFP-BHEL RUDRAPUR, KICHHA BYE PASS ROAD, NEAR FCI GODOWN, U.S.NAGAR, UTTARAKHAND-263153).(TO AND FRO TRANSPORTATION CHARGES SHALL BE IN THE SCOPE OF SUBCONTRACTOR).
4. 100% PAYMENT AFTER RECEIPT OF MATERIAL WITHIN 45-DAYS SUBJECT TO ACCEPTANCE. **ANY DEVIATION IN PAYMENT TERMS SHALL BE LOADED AT (SBI PLR RATE AT THE TIME OF TENDER OPENING + 6%) FOR COMPARING STANDING.**
5. VALIDITY OF THE QUOTATION MUST BE 3 MONTHS FROM THE DATE OF QUOTATION.
6. DELIVERY OF THE MATERIAL WITHIN 1 MONTH FROM THE DATE OF RECEIPT OF RAW MATERIAL BY SUBCONTRACTOR OR AS PER THE INDIVIDUAL PO.
7. RISK PURCHASE CLAUSE SHALL BE APPLICABLE WITH THIS ENQUIRY. RISK PURCHASE CLAUSE: ON FINDING NON-SUPPLY OF THE PO AS PER PO DELIVERY TERMS, BHEL MAY SOURCE THE MATERIAL FROM ANY ALTERNATE ARRANGEMENTS/ORDERS. ON SUCH OCCASIONS, THE DIFFERENCE OF AMOUNT SHALL BE RECOVERED FROM PENDING / SUBSEQUENT BILL(S) OF ORIGINAL SUPPLIER.
8. LD/PENALTY CLAUSE SHALL BE APPLICABLE WITH THIS ENQUIRY. THE DELIVERY OF GOODS SHALL BE MADE STRICTLY AS PER TIME LIMIT SPECIFIED IN DELIVERY SCHEDULE. FAILURE TO SUPPLY WITHIN THIS PERIOD WILL MAKE THE SUPPLIER LIABLE TO A PENALTY OF ½% (HALF PERCENT) OF THE TOTAL ORDER VALUE PER WEEK OF DELAY OR PART THEREOF SUBJECT TO A MAXIMUM OF 10% OF THE TOTAL ORDER VALUE FOR THE REASONS ATTRIBUTABLE TO THE PARTY. **NON ACCEPTANCE OF ABOVE CLAUSES SHALL BE CONSIDERED AS DEVIATION TO THIS TENDER AND SHALL BE LOADED AT THE RATE OF 10% FOR EACH CASE FOR COMPARING STANDING.**
9. **BHEL RESERVES THE FOLLOWING RIGHTS:**
 - i. TO FINALIZE THE TENDER WITH ONE OR MORE THAN ONE BIDDERS LIMITED TO MAXIMUM 03 BIDDERS.

DISTRIBUTION OF TENDER QUANTITY (%)			
SLAB	L-1	L-2	L-3
03 BIDDERS	50	30	20
02 BIDDERS	60	40	
1 BIDDER	100		

- ii. SYSTEMATIC COUNTER OFFERING SHALL FOLLOW TO FINALIZE THE TENDER.
- iii. TO ACCEPT / REJECT ANY / ALL TENDERS OR PART THEREOF WITHOUT ASSIGNING ANY REASON THEREOF.
- iv. TO TERMINATE THE F/A BY GIVING A NOTICE OF 15 DAYS IF THE PERFORMANCE OF THE PARTY IS NOT FOUND TO BE SATISFACTORY.

10. BHEL RESERVES THE RIGHT TO DECIDE THE SUCCESSFUL BIDDER ON THE BASIS OF REVERSE AUCTION (RA) PROCESS. IN SUCH CASE ALL QUALIFIED BIDDERS WILL BE INTIMATED REGARDING PROCEDURE / MODALITY FOR RA PROCESS PRIOR TO REVERSE AUCTION AND PRICE WILL BE DECIDED AS PER THE RULES FOR REVERSE AUCTION. HOWEVER, IF REVERSE AUCTION PROCESS IS UNSUCCESSFUL AS DEFINED IN THE RA RULES/ PROCEDURES, OR FOR WHATSOEVER REASON, THEN THE SEALED 'PRICE BIDS' WILL BE OPENED FOR DECIDING THE SUCCESSFUL BIDDER. BHEL'S DECISION IN THIS REGARD WILL BE FINAL AND BINDING ON BIDDER.FOR MORE INFORMATION ON RA EVENT / PROCEDURES / MODALITIES AND RULES, PLEASE VISIT WEBSITE WWW.BHEL.COM & SUPPLIER REGISTRATION PAGE [HTTP://WWW.BHEL.COM/VENDER_REGISTRATION/VENDER.PHP](http://WWW.BHEL.COM/VENDER_REGISTRATION/VENDER.PHP)

11. IF ANY BIDDER DO NOT AGREE FOR PARTICIPATION IN RA AND BHEL DECIDES TO GO FOR RA, THE RESPECTIVE BID SHALL BE SUMMARILY REJECTED ON THIS GROUND.

12. VENDOR TO CONFIRM TERMS & CONDITIONS AND SUBMIT THE SIGNED & STAMPED COPY OF THE SAME. SAMPLE DRAWINGS ARE ENCLOSED.

13. INSPECTION SHALL BE DONE AT VENDOR'S WORK BY BHEL/CUSTOMER/THIRD PARTY INSPECTION AGENCY.

14. REQUIRED RAW MATERIAL OF AL. FLAT (10X100X4500/5500, 12.7X100X4500/5500, 12.7X127X4500/5500 & 12.7X150X4500/5500) SHALL BE PROVIDED BY BHEL RUDRAPUR.

15. BURNING ALLOWANCE WILL BE APPLICABLE 1% OF THE DRAWING WEIGHT. SCRAP SHALL BE RETURNED TO BHEL RUDRAPUR.

16. ALL ALUMINIUM SPLICE PLATES MUST BE RETURNED TO BHEL IN COMPLETE DEGREASED FORM & FREE FROM BURRS.

17. ALL ALUMINIUM SPLICE PLATES MUST BE PROPERLY IDENTIFIABLE WITH PROJECT NAME, PO NO & PO SL. NO., BOM NO, DRG NO & IT NO AS PER INDIVIDUAL POS & DRAWING REQUIREMENTS.

18. DIMENSION REPORT / INSPECTION REPORT MUST BE PROVIDED BY VENDOR WITH EACH CONSIGNMENT.

19. BIDDER TO SUPPLY MATERIAL IN PACKED CONDITION TO AVOID ANY DAMAGE DURING TRANSPORTATION / STORAGE.

Liquidated Damages (LD):

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

Risk Purchase Clause:

If the supplier fails to deliver the whole or any part of the goods or services within the stipulated delivery period mentioned in the Purchase order, BHEL shall be entitled to terminate the contract and to purchase the same or the best and the nearest available substitute from elsewhere at the risk and cost of the seller either the whole or any part of the goods/Services.

In case of deviation or non-acceptance of Risk Purchase clause, offer shall be liable for rejection.

Facilitation of MSE bidder:

MSE bidders are encouraged by BHEL and shall be facilitated. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of valid MSE certificate like EM-II certificate or NSIC certificate or Udyog Aadhar Memorandum or any other relevant certificate provided by any other body specified by Ministry of MSME, GoI under Public Procurement Policy along with attested copy of a Chartered Accountants certificate not older than one financial year. 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 are not submitted before price bid opening/reverse auction. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

Suspension of Business Dealings:

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

Fraud Prevention Policy

"The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."

BIDDER'S SIGN & SEAL