

	Bharat Heavy Electricals Limited (A Government of India Undertaking)	☎: 04172-284030 04172-284158
	Boiler Auxiliaries Plant, Ranipet – 632 406	
AN ISO 9000 COMPANY	OUTSOURCING Department	Email: vdinakar@bhel.in ssvasan@bhel.in

Enquiry No. 667115E	Dated 10 January 2018
NIT_36528 DT 10.01.2018	
ENQUIRY UNDER TWO-PART BID FOR SUPPLY BOILER COMPONENTS – DOOR COVER ASSY as per BHEL engineering drawings, quality documents and technical specification with vendor's material.	
TENDER OPENING DATE & TIME : 24.01.2018 AT 14.30 Hrs	
The tender is in TWO parts ie. “Techno-Commercial Bid” to be filled and put in a sealed envelopes duly super scribing the Enquiry Number and Due Date. Similarly the “Price Bid” to be filled and put in a sealed envelopes duly superscribing the Enquiry Number and Due Date. Both The above sealed envelopes of “Techno-Commercial Bid” and “Price Bid” Envelopes are to be put in a Third Bigger sealed Envelope superscribing the Enquiry Number. To be addressed to SENIOR MANAGER/CONTRACTS OUTSOURCING DEPARTMENT, THIRD FLOOR, ADMN. BUILDING, BHEL, RANIPET-632 406 , TAMILNADU ON OR BEFORE THE ABOVE MENTIONED DUE DATE & TIME VENDORS MAY NOTE THAT BHEL IS NOT RESPONSIBLE FOR ANY DELAY IN RECEIPT OF THE TENDERS UNDER ANY CIRCUMSTANCES	

Dear Sir / Madam,

Sub: Supply of BOILER COMPONENTS - DOOR COVER ASSY as per BHEL engineering drawings, quality documents and technical specification with vendor's material.

INTRODUCTION: We have pleasure in sending this Tender Enquiry for supply of above subject items as per BHEL engineering drawings, quality documents and technical specification with raw materials and components procured by vendor. Vendors shall quote their rate for the Schedules as per **ANNEXURE "A-P"**. In this regard, please note the following essential features and specific guidelines:

1.0 ESSENTIAL FEATURE AND SPECIFIC GUIDELINES:

- 1.1 The broad scope of work is indicated at 2.0. The representative typical drawings of the items and the quality procedures and work instructions under enquiry are enclosed.
- 1.2 It will be the vendor's responsibility to ensure that the Tender Documents, Drawings, Quality Documents and related conditions are studied before submitting the offer. The

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Quality Work instructions (QWIs) are indicated as **ANNEXURE- “N”**. The Vendor shall have to study the drawings in detail for understanding the Scope of Work and the processes involved. Any Technical Clarification required can be sought in person with prior intimations as well as by e-mail well before the scheduled tender opening date

- 1.3 Vendors shall procure raw materials / components / consumables as per specifications indicated in the drawings or elsewhere from the approved sources as detailed in the **Annexure P,Q & R**. The raw materials / components / consumables shall be procured with relevant Test Certificates in original and these are to be produced at the time of inspection
- 1.4 While quoting, the vendor shall ensure to quote their rate inclusive of raw material / components and other consumables as per our Standard Quality Plan / customer approved Quality Plan as the case may be.
- 1.5 The rate quoted
 - 1.5.1 shall be on “per NO basis”, as applicable for supply of these Boiler Components.
 - 1.5.2 The rate will be final till completion of contract
 - 1.5.3 the “BASE PRICE” on the date of finalisation of tender shall remain firm for a period of one year from the date of finalisation of tender.
 - 1.5.4 The Vendor shall furnish the details of applicable statutory levies if any, in the quotation as applicable.
- 1.6 Wherever vendor approvals are required by customer /NTPC Etc., for execution of orders, vendors should fill in customer’s “vendor registration forms” and subject themselves to audit/inspection. For this they will have to equip themselves with facilities and inspection requirements of Customer etc., as and when required, based on the order/s received by BHEL.
- 1.7 **Vendors shall submit offers in a sealed cover.** No deviation in the tender conditions will be entertained and BHEL reserves the right to reject offers which do not meet the tender conditions
- 1.8 **The tender is in TWO parts ie.**
 - 1.8.1 **“Techno-Commercial Bid” to be filled and put in a sealed envelope duly superscribing the Enquiry Number and Due Date.**
 - 1.8.2 **Similarly the “Price Bid” to be filled and put in a sealed envelope duly superscribing the Enquiry Number and Due Date.**
 - 1.8.3 **Both The above sealed envelopes of “Techno-Commercial Bid” and “Price Bid” Envelopes are to be put in a Third Bigger sealed Envelope superscribing the Enquiry Number.**
 - 1.8.4 The Techno-Commercial Bid will be opened on the above mentioned due date.

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- 1.8.5 Based only on the acceptance of “Techno-Commercial Bid”, the “Price bid” of the said vendors will be opened on a suitable date with due intimation to the bidders.
- 1.8.6 The vendors shall give details of Pending Orders bagged from all BHEL units (with BHEL’s Free supply of Materials) and date committed for completing the same. Vendors have to indicate a firm quantity per Month that can be delivered against the tender quantity.
- 1.8.7 Vendors already registered with BHEL / Ranipet for conversion job with free issue materials will be considered for this tender based on the following undertaking to be submitted along with the technical bid.

“In case we, M/s..... becomes a successful bidder for this tender for supply of Door Cover Assy. with our own materials, we will undertake / execute order/s of BHEL / Ranipet in a separate OR exclusive Unit / Premises”

- 1.8.8 For vendors who become competitive in this tender, but not executed orders for BHEL/Ranipet earlier, trial order/s will be released initially. Based on the performance only further orders will be released.
- 1.8.9 Your Offer received if any against this tender will be ranked based on the Basic Rate quoted. And Loading of jobs will be regulated based on the capacity available for manufacturing of goods against this Tender and Performance

- 2.0 SCOPE: Complete manufacture of "DOOR COVERS" as per BHEL drawing, with firm's OWN material. Raw-material specification is to be strictly as per BHEL issued GMS and drawing documents. Vendor have to submit material Test Certificate Scope includes power tool cleaning and painting to 60 micron red oxide primer (IS 12744) and 40 micron finish paint to (IS 2932). Finished jobs are to be safely handed over to Stores/Boiler Auxiliaries Plant/BHEL/Ranipet / Tamilnadu by the vendor and the scope is **inclusive of** the following
- 2.10 Procurement of raw materials, consumables, components as per respective TDC / QWI / Welding Procedure, from approved sources indicated, fabrication as per BHEL Drawings, Quality Plan and Specification.
- 2.10.0 DELIVERING OF THE ITEMS TO THE DESTINATION including the Loading of finished goods on Truck / Trailer for safe transportation by suitably packing, wherever required is in the

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scope of the vendor.

- 2.10.1 Delivery Terms as **“F.O.R. Destination-Stores-Ward-G6-BAP, BHEL, Ranipet”** basis: It is the responsibility of the vendor to suitably Pack and load on the vehicles to withstand safe transport of the goods to the destination through BHEL-Ranipet-Approved-Transporters. Any other item/s required for safe dispatch is included in the scope of vendor. Handling equipment for loading of material on the vehicles is in vendor's scope. All indirect materials fall within the scope of the Vendor for completion of the jobs. **“RATE TO BE QUOTED INCLUSIVE OF TRANSPORT CHARGES. Freight & Insurance are in Supplier's scope i.e. included in the quoted prices”**
- 2.11 **Revision in the documents by our Engineering is to be carried out without any extra Cost.**
- 2.12 Only Class 1 measuring tapes shall be used, procured from M/s. Tajima, Hyderabad, which shall be calibrated at any NABL approved Lab before use.
- 2.13 All NDT requirements as per Quality Plan of each Project are included in the scope of the vendor.
- 2.14 Raw Material to be procured along with Test Certificate(TC) and the same is to be shown for BHEL/BHEL's Authorised Inspection Agency for correlation of TC with Material, before start cutting the Raw Material for fabrication.
- 2.15 Stage Inspection shall be as per respective standard QWI / Contracts-Specific-Quality Plan / Contract Quality Requirement (CQR) provided at the time ordering.
- 2.16 BHEL does not guarantee ordering of any minimum quantity.

A] Eligibility of Vendors

Firms who are having sufficient manufacturing facilities and experience in manufacturing of similar items and able to meet Eligibility Criteria (Facility Requirement) mentioned against each Group of Rate Schedules can quote for this tender.

Firms already registered with Outsourcing (OS) BHEL/BAP/Ranipet shall indicate vendor code in their offer and indicate PO/IP number for the item quoted if available. If vendor is new, then mention as “New” in the space provided for Vendor Code.

Vendors registered with any unit of BHEL for the similar jobs, shall give details of their registration along with the category registered for.

B] Vendors Not Eligible to Quote

Vendors declared / notified as defaulters / poor performers on quality / delivery grounds are not eligible to quote. The vendors with whom the material shortages were found during stock verification and not settled at the time of tender opening will not be considered. Offers if any received such vendors shall not be

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considered.

Vendors under HOLD by BHEL are not eligible and vendor delisted/banned are not eligible for whole tender.

C] Distance Criteria for the Firms

Vendors located within the Distance of 450 km from BHEL , Ranipet (Based on GOOGLE MAP – Shortest route) may quote..

D] EMD (Earnest Money Deposit)

Non MSE Vendors has to submit EMD for Rs. 2.00 Lakh in the form of Demand Draft favouring “Bharat Heavy Electricals Ltd., Ranipet – 632 406” payable at Ranipet,

(i) No interest shall be payable by BHEL on Earnest Money Deposit (EMD).

(ii) EMD will be forfeited if

- The Tenderer withdraws his Tender within the validity period,
- After becoming L1, if the firm does not sign the contract or not submitting the required base BG within the specified period, the EMD will be forfeited.

(iii) The EMD submitted by the vendors will be returned within a month from the date of signing the contract.

E] Validity of Offer

Price validity shall be till the completion of Contract however the validity date of the offer is 180 days from the date of tender opening for ordering. (Note: If Supplier does not honour his own offer or any of its conditions within the validity period, penal action deemed fit as per Cl.R of Section IV - Suspension of Business Dealings with vendors).

F] Submission of Offer

TENDERS

The Bids shall be submitted in two parts namely (i) Earnest Money Deposit (EMD) fee Cover/ Micro Small Medium Enterprises (MSME) EM-II valid certificate & Techno Commercial Bid Cover and (ii) Price bid cover. Both the covers should be sealed individually and to be put in a single envelope.

Sealed tenders super-scribed with Tender Number with date, Due Date, DOOR COVER ASSY & Supplier's Name, Vendor Code/**Reference Code as 'NEW' for new vendor** shall be addressed to Senior Manager / Contracts, Outsourcing Department, Bharat Heavy Electricals Limited, Ranipet – 632 406, Tamilnadu, INDIA, so as to reach him on or before the date and time specified in the tender.

The bidders are requested to submit the bids with double stapled on the left middle of the papers, and tied with file tag. Bidders are also advised strictly not to submit the bids with spiral binding & hard book binding, as it will hamper the evaluation of the offers.

The details of contents of the offer covers are as under:-

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Sealed Single Envelope super-scribed, with OPEN TENDER-DOOR COVER ASSY, Tender Number & Date, Tender Due Date, Vendor's Name & Vendor Code / Reference Code as 'NEW' containing:

Cover I: EMD / MSME Requirements

Sealed Cover super-scribed "Cover I – EMD / MSME Requirements" with DOOR COVER ASSY , Tender Number & Date, Vendor's Name & Vendor Code / Reference Code as 'NEW' containing:

- a) **Check list for Cover-I**
- b) **Earnest Money Deposit (EMD) Rs. 2.00 lakh** in the form of Demand Draft, as called for (for Non MSE supplier), **(OR)**
- c) **MSME documents** to avail exemption from submission of EMD: –
 - i. Self Attested Copies of either EM II (Entrepreneur Memorandum Part II) having deemed validity Five years from the date of issue of acknowledgement in EM II from the date of acknowledgement of the EM II certificate **(or)**
 - ii. Valid NSIC Certificate **(or)**
 - iii. EM II Certificate along with attested copy of a CA Certificate (Format enclosed as **Annexure-G** 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 Tender opening. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

Note:

(i) Cover I received without EMD or all Supporting MSE Documents as specified above will lead to rejection

of the offer.

(ii) The Cover II of such offerors shall not be opened and they would not be eligible to participate in the tender further.

- a) **Check list for Cover-I (Annexure-B)**
- b) **Signed in Technical Bid** for each Group quoted in this tender (without Price) as per **Annexure-C**.
- d) **Signed in Standard Commercial Terms & Conditions format** given as **Annexure-E**.,
- d) **Manufacturing Facilities Available with Firm** as per format given in **Annexure-F**

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e) **Integrity Pact** as per **Annexure-H**

f) **Affidavit** in Stamp Paper value Rs.100 as per **Annexure-I**

g) **Documents to be enclosed for Partnership Firm – Self attested Copies**

i) Latest Form- A, issued after 01.04.2017.

ii) Partnership Deed Copy (AT WILL).

h) **Documents to be enclosed for Limited Firm (Private Firm) – Self attested Copies**

i) Latest resolution by Board of Directors.

ii) Memorandum of Article of Association.

iii) Company's Affidavit for existence

iv) Latest Annual Report.

v) Directors Share details

j) **Vendor Registration Form** given as **Annexure-K** along with all necessary documents **(For New Firm)**

Note:

(i) Price bids of firms failing to meet the Technical Qualification / Eligibility Criteria of the quoted Rate Schedules shall not be considered for further processing in the tender.

(ii) Money values shall not be indicated anywhere in the Technical Bid.

(iii) All Annexure to the Techno-Commercial bid should be serially numbered.

(iv) Tenders not submitted in the prescribed formats given in the Annexure like *Standard Commercial Terms & Conditions*, *Technical Bid* etc. and *incomplete offers* are liable for rejection.

vi) Documents shall be annexed in the order specified above (clause a to h of cover-II)

Cover-II : Price Bid

Sealed Cover super-scribed “Cover II – Price Bid” with DOOR COVER ASSY , Tender Number & Date, Vendor's Name & Vendor Code / Reference Code as ‘NEW’ containing:

Price Bid - Price duly filled-in the Price Bid format provided in the tender document as **Annexure-D** for each Rate Schedule / Rate Schedule Group in conformance with the commercial terms as per Cover-II.

The Prices shall be indicated in both figures and words. Unit rate only to be mentioned in the price bid.

Any Rates indicated other than in Price Bid cover III shall not be considered.

Note:

i) The price should be on “FOR BHEL, Ranipet” basis only (Inclusive of packing, forwarding and freight

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charges & insurance). No other delivery terms shall be acceptable.

ii) While quoting their rates, the Bidders are advised to take into account the likely expenditure, escalations, statutory requirements & levies, labour laws, safety requirements, taxes, duties ,etc during the operation of Contract . No price escalation/ variations shall be entertained during the period of Contract on any account.

iii) Tenderer shall bear all cost incidental to preparation, submission and negotiations of the tender.

iii) If BHEL withdraws the Tender before or after the receipt of offers, whether the offer is accepted or not, tenderer shall not be entitled to claim any costs, charges, expenses incidental or incurred by him through or in connection with the submission of the offer.

iv) In case, there is a discrepancy in the term quoted in techno-commercial bid and price bid, the term as per the techno-commercial bid (Cover I) shall hold good and the commercial term quoted in the Price Bid (Cover II) shall not be considered.

v) In their own interest, all Tenderers are advised to double check their prices before submitting the offer.

vi) The quotation should be valid at least for a period of 180 days from the tender opening date.

vii) Offers should be submitted One Set in original only.

viii) The offers should invariably contain Signature (ink-signed) & Office Stamp of the Supplier. Any corrections / erasures in the offers should be initialed and stamped.

ix) Bidders should submit the prices in Indian Rupees only.

3 **TENDER EVALUATION AND ORDERING**

3.10 Tender shall be evaluated for competitiveness for the item under **Annexure-C & D**

3.11 Ordering on the successful bidder/s is proposed to be on item-wise depending on the monthly separable capacity for each item

3.12 Acceptable L1 rate will be the criteria for ordering.

3.13 BHEL reserves the right to split the tender quantity on more than one vendor considering the Capacity and Performance.

4 **RATES**

4.10 **Rate Basis** – Please quote your rates under “**F.O.R. Destination-Stores-Ward-G6-BAP, BHEL,Ranipet**” **basis in rupees per NO inclusive of Raw materials, Consumables, Conversion costs, testing, trial-assembly if any. Rates shall be firm until completion of PO as per the SCOPE mentioned in Clause 2.0 above.** The base rates shall be firm for a period of one year from the date of finalization of the tender. Please note that the “**RATE TO BE QUOTED INCLUSIVE OF TRANSPORT CHARGES INCLUDING ALL INCIDENTALs & TOLL CHARGES**”.

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5 **QUALITY PLAN**

- 5.10 Raw materials are to be procured as per the respective technical delivery conditions (TDC: 252, 256 and 257) as applicable for individual item
- 5.11 Raw materials to be procured from BHEL approved sources only as per Annexure – A for the respective material as applicable.
- 5.12 Raw materials are to be verified by the vendors based on established sampling plan
- 5.13 The system for storing and issuing materials shall be available with vendors for easy traceability
- 5.14 Supply of components is to be as per our Standard Quality Plans (Annexed)
- 5.15 Document package to be submitted to BHEL/Customer after completion before dispatch of component like Raw Material Test Certificate, Dimensional Report, NDT Report, CHP Records (as mentioned in Quality Plan) if applicable, Certificate of Compliance(COC).

- 6 As soon as the despatches are made, vendors have to fax/ email copy of LR, DC, IR & Invoice. One such set has also be couriered to AGM/Outsourcing/BHEL Ranipet

7 **PAINTING AND STENCILING:**

- 7.10 The finished product shall be cleaned as per the approved Quality Plan (including blast cleaning as necessitated for the Project) and painted with primer and finish paint as per Quality documents, with paints procured from our approved paint manufacturers as per list vide **Annexure “Q”**. The Project name, Work Order No., number of DU Number, Weight, and Vendor Code number shall be legibly stenciled for identification and dispatch as may be advised. Identification on components shall be made on the Walls and Flanges / Angles. Match marks on the components shall be hand punched and stenciled. Identification of Structures shall be hand punched and stenciled. Vendor Code number alone shall be punched using letter punch and bordered suitably for identification. Machined surfaces shall be protected with rust preventive oil. Weldable areas are to be applied with weldable primer

8 **RAW MATERIAL REQUIREMENT**

- 8.10 Raw materials shall be procured from the approved sources only, as indicated in **Annexure “P”**. Raw materials and paints are to be procured with relevant TC and these have to be submitted in original during inspection. Any test both destructive and non-destructive if required will have to be carried out by the vendors at their own cost. All such reports in original shall be submitted during inspection
- 8.11 The weights in Group Manufacturing Specification (GMS) will be the basis for requirement of the raw materials for fabrication. (Note: The GMS details the list of materials required for

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manufacturing of an assembly to a respective drawing). The weight indicated in the GMS will be the basis for payment and this is the finished weight of the component. **However vendors have to take into consideration suitably a process allowance over and above this for procurement of raw materials.** Changes in the weight due to material substitution will be carried out by Temporary Change Note (TCN). The GMS / P.O. will not be revised on account of this. However, weight changes due to design change over and above + / - 5% will be considered for releasing PO amendments if any.

- 9 **PROGRESS REPORT:** The vendor shall from time to time mail their completion plan and progress report as may be required by BHEL. For each PO.SI.NO., Activity Chart for all mile stone activities “Right from procurement of raw material up to delivering of goods” to be submitted. Action as deemed fit would be taken if the progress of work is not satisfactory.

10 Technical Requirement:

- 10.10 Manufacture and Supply of the listed items shall strictly conform to dimensions and tolerances indicated in the Drawings, Quality Plan and Manual. **Care must be taken to strictly adhere to the “NOTE” given in the drawings.** Vendor shall ensure that correct dimensions and deviations, if any, are **recorded properly in the Dimension Record books** and the same shall be made available to BHEL Officials or their authorized agencies. Any correction or revisions in the drawings are to be carried out by the vendor.
- 10.11 Welding to be carried out by Qualified Welder and as per BHEL Approved Welding Procedure Specification. The welder qualification and welding procedure (as per relevant SIP) shall have to be done by QC / BHEL or by their authorized appointed agency. The cost of any approval on this account is in the scope of vendor.
- 10.12 Only the right kind of electrodes shall be used as called for in the Drawings. Any other work carried out other than the requirements of Drawings / QWIs shall have the prior approval of BHEL.
- 11 Adequate facilities like welding equipments, baking oven, handling facilities and measuring instruments as called for, must be available duly calibrated and kept with the Contractor for the manufacture of boiler components. All the above basic machining / fabrication facilities/equipments must be under working condition and the same be made available for verification by the BHEL officials or their authorized agencies whenever they are called for.

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12 The instrument/gauges are to be calibrated periodically as follows:

Sl.No.	Type	Periodicity
01	Measuring instruments / gauges	One year
02	Limit Gauges (Eg. Plug/ring)	One year
03	Temperature , Pressure gauges	6 months
04	Measuring Steel tape	Once

13 Calibration status shall be displayed at the Contractors works in a conspicuous location. Calibration can be performed either at BHEL or at any Govt. approved labs traceable to National Standards.

14 **INSPECTION & DELIVERY**

14.10 Inspection shall be by BHEL Quality Control Department and / or by our customers and / or by an appointed agency or persons authorized by us. Vendor shall provide all facilities and equipments, calibrated instruments and standard gauges required for inspection free of cost

14.11 The works are deemed to have been completed and accepted, only after the inspector / Agency / Agencies raises Inspection Report (IR) and Release Note. IR has to be raised as per BHEL format and Stores Receipt Voucher(SRV) issued by BAP/BHEL/Ranipet

14.12 Despatch of finished Goods to be made “**on DOOR DELIVERY BASIS**” by ROAD as per Despatch instruction to be issued by BHEL.

15 Delivery shall be completed within 45 days from date of PO.

16 **PAYMENT**

16.10 Payment will be made for IP wise 100% for the supplies made against submission of Vendor invoices in duplicate to Finance section furnishing the job work order Sl. No., W.O., IR & DC No. along with IR, giving details of work carried out as per Extra Rate Schedule applicable, if any supported by

- (a) Stores Receipt Voucher in case of Stock Work Order items.
- (b) Delivery challan acknowledged by BHEL Stores.
- (c) Inspection Report (IR)

16.11 Payment will be made in about 45 days for MSME vendors and in about 90 days for NON MSME vendors after receipt of valid invoices raised in accordance with **Cl. 16.10** and supported by full set of necessary documents at Accounts Department. No interest shall be payable by BHEL on any money due to the Contractor by BHEL. Payment will be made in about 45 days after receipt of valid invoices raised in accordance with **Cl. 16.10** and supported by full set of necessary documents at Accounts Department. No interest shall be payable by BHEL on any money due to the Contractor by BHEL.

16.12 Invoices in Triplicate shall be raised after completion of Purchase Order and as per the agreed rate with applicable taxes and duties as agreed upon

16.13 The rates for supply as per BHEL Drawing & specification is “per NO”. as detailed in theGMS.

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16.14 Payment will be released through electronic mode by EFT / RTGS within 45 days after receipt and acceptance of Goods (supported by documents in original) at Destination (i.e., by Stores / BHEL/ Ranipet).

16.15 Supply shall be made against invoices supported by IR, LR & DC. invoices & GST payment proof are to be generated for the despatches made and a copy of the same is to be enclosed to the invoice.

16.16 Please indicate the exact percentage of CGST/SGST/UTGST/IGST (whichever is applicable) is quoted as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered. It is the responsibility of the seller to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law (CGST Act/SGST Act/UTGST Act/IGST Act). Vendor to indicate the proper GSTN Registration/ HSN code in their tax invoice."

17 **GUARANTEE**

17.10 The vendor shall warrant that the supplies comply fully with the drawings and other technical conditions. If the supplies are found defective owing to faulty raw material / workmanship / incomplete work within a period of eighteen months from the date of dispatch, the vendor shall make good of it / replace the same free of cost. If any re-work carried out by our Site on materials supplied, the cost of the re-work will be deducted from the running vendor bills. Alternatively, the rework / replacement charges will be recovered. For this, vendor has to furnish Performance Bank Guarantee (PBG) as per the attached format vide "**Annexure "S"**". PBG is to be issued for 2.5% of the Order value from consortium Banks of BHEL (Annexure S) Purchase Order will be released only after signing of contract and submission of PBG.

18 **LIQUIDATED DAMAGES / PENALTY & RISK PURCHASE**

18.10 Timely delivery is the essence of the Contract. The finished goods will have to be delivered as per the date stipulated in the Purchase Order. Request for delivery extension if any is to be made along with each Invoice with necessary justification for the delay beyond the control of the vendor. Invoices received without any request for delivery extension and or without proper justification, LD will be automatically deducted. Where the vendor supplies the finished goods beyond the specified delivery period, liquidated damages at the rate of ½ % of the value of the undelivered portion of supplies for each week or part thereof will be levied subject to a maximum of 10% without prejudice to any other relief or compensation to BHEL, under any other condition of the contract. Further, BHEL, will get these items ordered elsewhere without the notice of the vendor; on their account and at the risk of the vendor, the supplies not so delivered without

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canceling the contract in respect of installments of supplies not yet due for delivery or cancel the contract or a portion thereof and if so desired, order elsewhere at the risk and cost of the vendor. The supplier shall be liable for any loss, which BHEL may sustain by reason of such risk purchases in addition to liquidated damages as mentioned above. No request for refund will be entertained

19 **Action and Compensation in case of Bad Workmanship**

19.10 If any work has been executed with unsound, imperfect or bad workmanship or with materials of inferior quality, the vendor shall on demand in writing from BHEL specifying the work, materials / articles complained of, notwithstanding that the same may have been passed, certified and paid for, forthwith, rectify the work so specified in whole or in part as the case may require, at their own cost and in the event of his failure to do so within reasonable period, BHEL will rectify or remove and re-execute the work at the risk and expense of the vendor

19.11 BHEL shall have general supervision and direction over the work. BHEL has the authority to stop the work, whenever such stoppage may be necessary to ensure the proper execution of the contract. BHEL shall also have the authority to reject all the work, which does not conform to the specification, to direct the application of forces to any portion of the work as, in their judgment is required, and order the force increased or diminished and to decide the questions, which arise in the execution of the work. BHEL reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute, the vendor may appeal to BHEL whose decision shall be final and binding

20 **SUBLETTING**

20.10 The vendor shall not sublet or assign this work or any part thereof without the written permission of BHEL. In the event of the vendor subletting or assigning this work or any part thereof without such permission, BHEL shall be entitled to cancel the Order and execute the same elsewhere at the risk and cost of the vendor and the vendor shall be liable for any loss or damage which BHEL may sustain in consequence of or arising out of such supplies elsewhere and also cancellation of registration or temporary suspension

21 **TAXES**

21.10 Income Tax deduction at source as applicable in the IT Act from time to time and will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer

21.11 If any tax is payable as extra to the quoted price, it is to be specifically stated in the quotation failing which, BHEL will not be liable for reimbursement of the Sales Tax.

22 Vendors may get themselves registered with GST authorities as the case may be in the State where

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they are carrying out Manufacture.

- 23 Taxes & Duties are payable as applicable and subject to subsequent statutory modifications and amendments in force from time to time. Besides, Taxes, duties, levies and any other govt. special levies as applicable from time to time, through notifications/amendments to original notification/orders, during the tenure of the rate contract, shall be extra as applicable against valid documentary evidence. Any increase or decrease in this regard will be effected accordingly against valid documentary evidence.

24 OTHER CONDITIONS

- 24.10 Our Standard General Conditions **Annexure “T”** shall also apply
- 24.11 Partnership firms should have the latest Form A (Rule 5) Declaration filed with the Registrar of Firms and private Limited firms should have the current MOA and the copy of the same should be produced at the time of signing the Contract.
- 24.12 All the Statutory obligations such as ESI, PF, Labour Acts, Factories Act, GST, etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid without notice to the vendor and recovered as a due from any pending / future bills
- 24.13 All Safety Precautions and use of Safety Equipments are to be followed while carrying out the fabrication and Despatch of the same. The vendor must have proper tools and handling equipments. There should always be a responsible person available to oversee the operation and compliance of safety regulation etc. If any non-compliance with respect to proper safety conditions/requirements, BHEL may withhold visit/inspection, instruct stoppage of work till such time the desired safety requirements/conditions are met with
- 24.14 Vendors are required to equip themselves with communication facilities like Internet, Cell-Phone, Telephone, separate Fax and e-mail, etc. BHEL will have the right not to consider those vendors who do not equip themselves with these facilities

25 DOCUMENTS

- 25.10 All the documents of BHEL (inclusive of Drawings, GMS and Standards) made available to the vendor should be kept in strict confidence and under no circumstance be made available to others or allow others to make use of them. Such documents should be returned to us after completion. This secrecy clause is binding on the employees of the vendors also. Any contravention

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will be viewed very seriously.

26 ENCLOSURES

Sl. No.	Annexure	Description	No. of Pages
1)	Annexure-A	CHECK LIST COVER I (MSME/NSIC)	1
2)	Annexure-B	CHECK LIST COVER II	1
3)	Annexure-C	TECHNO COMMERCIAL OFFER	2
4)	Annexure-D	PRICE BID	1
5)	Annexure -E	STANDARD COMMERCIAL CONDITIONS	1
6)	Annexure-F	General conditions of Contract	3
7)	Annexure-G	MSME SAMPLE FORMAT	1
8)	Annexure-H	INTEGRITY PACT	5
9)	Annexure-I	AFFIDAVIT	1
10)	Annexure-J	SAMPLE COPY OF POWER OF ATTORNEY	2
11)	Annexure-K	VENDOR REGISTRATION	10
12)	Annexure L,	AUTORISATION LETTER	1
13)	Annexure –M	DRAWINGS FOR REF	1
14)	Annexure - N	QUALITY REQUIREMENTS/QWI	1
15)	Annexure-P	APPROVED SOURCES S FOR RAW MATERIAL	2
16)	Annexure- Q	APPROVED SOURCES S FOR RAW PAINT	2
17)	Annexure- R	SPECIAL INSTRUCTIONS	2
18)	Annexure- S	PERFORMANCE BAK GURANTEE	1
19)	Annexure-T	GENERAL CONDITIONS OF CONTRACT	2

27 The Tenderer shall furnish a certificate along with the offer stating that the Enquiry Terms and conditions have been fully read and understood and the prices quoted are in accordance with the same

27.10.1 Lowest offer Rate need not be acceptable to BHEL. BHEL reserves the right to

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Reject the offer which do not meet their technical and commercial conditions
27.10.2 Negotiation with the Tenderer will be held as per CVC guidelines
27.10.3 Distribute the requirements to more than one vendor at the lowest acceptable rate
27.10.4 To reject any or all the Tenders either in full or part thereof or short close the tender at their discretion without assigning any reason

Relevant Drawings are enclosed

For and behalf of
BHARAT HEAVY ELECTRICALS LIMITED

Senior Manager(CONTRACTS)
OUTSOURCING DEPT.
BHEL / BAP / Ranipet
Email: vdinakar@bhel.in