

Bharat Heavy Electrical Limited Bhopal

Ancillary & Subcontracting Department

Tender Notice No: ASC /E2893022

ANNEXURE –B

Sealed tenders are invited for **Machining of Runner Blade Casting to drg. no 12040720503 (rev-00)** on labour basis. Details of Enquiry terms and conditions can be seen/downloaded from our web site <http://www.bhel.com> or www.bhelbpl.co.in

Bid to be submitted through e-procurement site <https://bhel.abcprocure.com> before 3:00 PM hrs on 31/01/2020.

2. Tender fee can be submitted online also <https://www.onlinesbi.com/prelogin/incollecthome.htm> and receipt is to be attached in E-tender. MSE and NSIC vendors are exempted from submission of tender fees. Valid MSE and NSIC certificate is to be submitted as a proof.

1. Name of Work:- Item as per Enquiry E2893022

Item No.	Item Description	Total Quantity (nos)
1	Machining of Runner Blade Casting	120

- Only indigenous vendors are allowed to participate in the tender being labour basis job.
- Vendor has to do machining & drilling as per the requirements mentioned in technical annexure.
- R/M weight 1220.00 kg & F/M weight is 1000.00 Kgs and scrap generation 220.00 kgs approximate. These weights may vary as per actual conditions. Vendor has to quote rate in Rs. /No inclusive of to & fro transportation, P&F etc.
- GST extra as applicable. Transit insurance is covered in BHEL's insurance policy, hence, the same should not be covered by the supplier.
If any other taxes & duties are applicable to be clearly mentioned in the offer.
- **Rate is to be quoted in Rs./No.**
- **Delivery requirement is 45 days for lot of 20 nos from issue of Free Issue Material including both ways transportation.**
- Scrap which shall be retained by the vendor treated as deemed sale. Scrap cost along with GST shall be deducted from the vendors invoice. Scrap rate is Rs. 29/-per kg.

Earnest Money deposit in (EMD) (Rs.)	Tender fee (Rs.)
Not Required	1000/-

3. **Qualifying criteria:** - As per Annexure A
4. Terms of enquiry for "LABOUR" Basis Job in addition to indigenous enquiry terms and conditions Form No **BP_200102** with latest revision is also applicable.
5. Offer submitted through EPS (<https://bhel.abcprocure.com>) **is only accepted.**

TERMS & CONDITIONS(TECHNO- COMMERCIAL)

This format is to be submitted in original, along with Part-I of bid, duly signed by the bidder, as proof of acceptance.

Sl. No.	Terms & Conditions Vendor's Confirmation	Confirmation (Yes/No)
1.	Quotations are invited in Two Part Bid System (Techno-Commercial Bid – Part: 1 & Price Bid – Part: 2, separately) for supply of goods as per BHEL Enquiry specification in EPS system.	
2.	Supplier has to confirm to furnish all the documents as mentioned in the Enquiry.	
3.	The offer should be strictly as per the documents enclosed with the enquiry. (Purchase Specification). Any deviation shall be clearly brought-out. In a separate sheet mentioning “ Deviations” if required	
4	PRICE: 4a. Prices shall be quoted on Door Delivery basis, up to BHEL Bhopal (inclusive of To & Fro transportation , Packing & Forwarding charges. 4b. Prices (Rs./no) shall remain firm till execution of the contract and there is NO PVC. 4c. Rate to be quoted in Rs. /No. (inclusive of to & fro transportation, packing & forwarding, octroi charges if any). Rate to be quoted in Rs. Per No basis only.	
5	Terms of payment: 1. Payment terms shall be “with in 90 days from the date of receipt and acceptance of material at our Stores in BHEL Bhopal.” For MSME vendors’ payment period is within 45 days (as per the applicable rules). MSE suppliers can avail the intended benefits only if they submit along with their 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 applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. 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. No “Advance Payment” Term will be accepted.	
6.	Validity: The offer should remain valid upto 90 days from the tender opening date.	
7.	Delivery: Within 45 days for lot of 20 nos. from issue of Free issue material from BHEL including to and fro transportation.	
8.	Penalty: Penalty for delay in supply: Penalty shall be levied @ ½% (Half percent) per week subject to a maximum of 10% of the total contract value	
9.	Bank Guarantee: a) First order (New Vendor):- Bank guarantee for vendors executing first order of ancillary & sub-contracting division shall be for 30% cost of free issue	

	<p>material subject to maximum BG of Rs 30 lakhs and in addition an indemnity bond to cover the remaining free issue material cost for first order.</p> <p>b) Subsequent orders (Existing Vendor): - Bank guarantee shall be for 10% cost of free issue material subject to maximum BG of Rs 30 lakhs and in addition an Indemnity Bond to cover the remaining free issue material cost for subsequent orders. In support of IB, Net worth and Solvency certificate of equivalent amount of IB shall be required.</p> <p>Note: Material value is stated in A-form attached in the enquiry (Material cost for free issued one liner plate- Rs. 11 lakh per plate as mentioned in A-form)</p>	
10	<p>Vendor has to submit following documents along with bid duly signed & sealed for acceptance</p> <ol style="list-style-type: none"> 1. Acceptance of PQR & Technical specification with supporting documents and annexure A to D& BP_200102. 2. PAN. 3. GSTIN. 4. MSMED 5. EFT details (Bank endorsed) 	

For Labour Basis Jobs (Machining) for 28 Buying group and General terms & conditions for indigenous vendor (already available at B2B site).

1. The raw material /components/sub-assemblies listed in enclosed free-issue material statement ("A" form) for the item(s) described in enquiry, shall be issued as Free Issue Material (FIM) by BHEL under rule-55(1)-(B),(C) and (D) of central goods and service (CGST) rules 2017 against valid Bank Guarantee, to be furnished covering cost of material proposed to be issued. Cost of any other inputs shall be borne by the supplier and are deemed to be included in the scope of supply/quotation.

In case of order, the vendor would be required to furnish Bank Guarantee (BG) as follows, if not stated otherwise in the main Enquiry.

- a) 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 and in addition an indemnity bond to cover the remaining free issue material cost for first order. Minimum Bank Guarantee shall be of Rs. one lac..
- b) Subsequent orders: - Bank guarantee shall be for 10% cost of free issue material subject to maximum BG of Rs 30 lakhs and in addition an indemnity bond to cover the remaining free issue material cost for subsequent orders.
Note: - The BG is to be furnished in prescribed Performa and from BHEL approved Banks only (available at B2B website).

- c) All vendors have to necessarily submit "Undertaking for Free Issue Materials", as per sample form no. BP205515 (annexure XV)
- d) All vendors have to necessarily submit "form for solvency certificate" as per sample form no. BP205516 (annexure XVI)
2. No rejection allowance is permissible.
3. Scrap generated during the machining operations shall be retained by the vendor (treated as deemed sales). BHEL, however, would recover the cost of scrap, GST extra as applicable on scrap and other applicable tax from the vendors in lieu of scrap retained by them.

For this purpose, scrap selling rate shall be taken as mentioned in the relevant Enquiry. The difference between the raw material weight (R/W) and finished weight (F/W) would be taken for determining the quantum of scrap generation.

- 4 GST as applicable on labour basis job.

Free-Issue-Material (FIM) will be issued by BHEL under rule-55(1)-(B),(C) and (D) of central goods and service (CGST) rules 2017 and the vendor will have to return the Duplicate/ Transporter/Green copy of excise challan to BHEL after value addition along with supplies along with supply/ the stipulated period as per GST rules. Failing which, the cost of material including GST paid by BHEL may be recovered from the vendor at the applicable rate. Moreover, overhead charges may also be deducted.

4. MATERIAL ACCOUNTAL

- i. It shall the responsibility of vendors to check the raw materials received by them for quality & quantity and ensure its correctness before removing it from BHEL premises.

- ii. Any wrong material collected should be immediately informed to us for correction. Excess material collected should be immediately returned in the usable form.
- iii. Material issued for job work shall be taken back only in exceptional circumstances and upon written request of vendor with due justification.
- iv. In cases wherever availability of material becomes critical for certain work order, BHEL has the right to take back the balance material available with the vendor with due material account.
- v. Free issue Material account shall be submitted by the vendor along with each supply. In case vendor fails to liquidate material account within 365 days / stipulated period as per the GST rules from the date of issue of material, then BHEL may recover the cost of material as mentioned in point sl. no. 4 above.
- vi. In case of rejection of BHEL issued material, vendor must repair and return/ replace, as the case may be, within 60 days from the date of rejection failing which such rejection shall be treated as “BHEL material damaged” and BHEL may recover the cost of material as mentioned in point sl. no. 4 above .
- vii. Jigs, Fixtures, tools & measuring instruments (issued if any) should be returned immediately before submission of final FIMS (free issue material statement) in good condition, otherwise cost may be recovered.
- viii. BHEL prefers price on FOR Door-delivery basis [including packing forwarding and to & fro transportation charges i.e. material lifting from BHEL, Bhopal to WORKS and from WORKS to BHEL, Bhopal].

Note: Transit insurance is covered in BHEL’s insurance policy; hence, the same should not be covered by the supplier.

- 5. Offer should be on FIRM price basis only, if not stated otherwise in the main Enquiry.
- 6. **Insurance- Submission of documents by the vendors** Material issued to vendors are covered under BHEL corporate insurance policy. In case of any loss, to facilitate processing of claim, the vendor needs to furnish all required documents in time. The vendor is liable to pay the loss if the claim is not enforceable due to non-submission of documents by the vendors.
- 7. Supplier should indicate the supply capacity per month and delivery schedule, in No. of days/weeks/months (as the case may be) meeting enquiry requirement.
- 8. Dimensional report TC, GC etc as the case may be, to be furnished along with the supply. Machined items must be protected properly to avoid dent or damage during handling/transportation.
- 9. Quotation should be valid for minimum 90 days from the date of opening of tender.
- 10. Purchase order can be issued for part quantity / item / item wise L1 basis, if not specified otherwise in the enquiry.

11. In case of tie among L1 vendors, the vendor having highest VPR (Vendor performance rating) shall be selected as L1 vendor.
12. Progress report: Progress report will be required to be sent every week without fail by e-mail by the supplier indicating the status of purchase order.
13. Free-Issue-Material issued to the vendor shall remain the property of BHEL Bhopal. The vendor shall use the above materials only for BHEL contract and should not use for any other purpose whatsoever. The vendor shall be liable for the loss or damage to above material from whatsoever cause, happening while such material is in the possession or under the control of the vendor. All the materials of BHEL, Bhopal shall under no circumstances be hypothecated to any bank or to any lending institution or to any party whomsoever. It should not also be shown as the vendor's assets in any of the statements of the vendor to any party.
14. The vendor shall produce the free-issue-material supplied to them to BHEL officials visiting vendor's unit for verifications/ inspection purposes at any time. If vendor fails to produce or properly account for the material so issued, BHEL will take further action as deemed fit including the recovery of the value of material as per BHEL norms from the vendor's running bills or encash vendors bank guarantee.
15. The vendor shall comply with all the statutory obligations such as ESI, PF, Labour laws, Factories Act etc. BHEL shall not be responsible for any of the penalties/ fines etc. on these accounts.
16. BHEL RESERVES RIGHT TO
 - i. Cancel our requirement part or full at any stage of the tender finalization (or) even after finalization of tender.
 - ii. Cancel/forfeit the chance in tender, if any vendor(s) found to be "unsatisfactory" during our assessment processes/non-compliance of statutory requirements etc.during/after the processes of finalization of contract.
 - iii. Cancel the order(s), if any vendor (s) found to be "unsatisfactory" during our periodical assessment processes / review of assessment processes/ non-compliance of statutory requirements etc. during the execution of order(s) or divert order(s) in case of non-submission/ delay in submission/delay in lifting the material/delay in completing the work/ in-sufficient amount of bank guarantee/non-execution of orders by vendor(s) at the risk and cost of vendor (s).
 - iv. Cancel the contract or forfeit the chance in tender, if any vendor (s) disposed off units/found to be sick/ running under unrest/ declared insolvency /nonrenewal lease deed during/ after finalization process/ during the validity of the contract without assigning any reasons thereafter.
17. Any deviation to any points of this annexure or enquiry should be clearly mentioned in offer. Otherwise, it will be presumed that supplier agrees to these conditions.

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- 462022, 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 orders/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 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 of 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 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 relatives part of item thereof was supplied to the Contractor up to until the date of the return to the Purchaser of the said material or relative part of item thereof or completed construction works incorporating the said materials 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 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.....

However, if the Contract for which this undertaking is given is not completed by this date Contactor hereby agrees to extend the undertaking till such time as is required to fulfil the contact.

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 factor of the said materials or item or part thereof having been supplied to the Contractor and / or the lost, 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, destruction, misuse or misappropriated, inclusive relative to the costs and expenses incurred by the Customer in connection there with shall be conclusive of the value of such said materials and 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 undertaki8ng on behalf of the Contractor under the capacity as Chairman and 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.....

FORM OF SOLVENCY CERTIFICATE FROM A NATIONALISED / SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/s/Sri

.....

having marginally noted address, a customer of our bank are / is respectable and can be treated as good for any engagement upto a limit of Rs.....

(Rupees.....)

This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature)

for the Bank

Note: In case of partnership firm, certificate to include names of all partners as recorded with the Bank.