

BHARAT HEAVY ELECTRICALS LIMITED
CFFP, BHEL, HARIDWAR
MM-SUBCONTRACTING

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E-TENDER NOTICE

Dear Sir,

We are Pleased to invite offer **through E-tender** as per enclosed specification & terms and condition for the under mentioned Items.

Tender No.	Description of Material	Drawing no.	Qty.	Opening Date
FF/SC/19161/201906722 Event ID :43986	Rough Machining of I P Inner Casing(LH) (Before machining - Wt.: 34600 KG & After machining Wt.: 33150KG)	0-106-02-56901/M1:Rev-A	3 No.	16.06.2020

Please quote your rates against this enquiry strictly in the following lines: -

- Rate to be quoted on **per piece basis (Gross Machining Charges)** and **F.O.R CFFP basis**.
- Gross Machining Charges = Net Machining Charges+ Value of Scrap
- Payment Terms: -100% after receipts and acceptance through e-mode within 30 days.
- Scrap to be retained by Party & same will be treated as sold to bidder by CFFP. **Value of scrap on the date of material issue and GST on same shall be borne by party and recovered from the party.** Rate of scrap calculated on monthly basis by CFFP based on JPC rates. For information only present chips rate in month of June'2020 is Rs.21.88 per Kg.
- GST amount on service rendered (Gross Machining) shall be reimbursed to sub-contractors on timely filing of online returns and deposit of tax to government account for items delivered and billed.
- Any other govt. duties to be paid by the party.
- Quotation not in accordance with our enquiry are liable to be rejected.
- Conditions remaining unresponded in enquiry shall be treated as per enquiry.
- In cases the prices indicated in words and figures are different, the values indicated in words shall be taken into consideration.

Enquire quantity shall be split among L-1&L-2 Vendor in the ratio of 2:1, on acceptance of L-1 rate by L-2 vendor. In the event of non-acceptance of rate by L-2 vendor, respective quantity shall be offered to L-3, L-4 and so on to achieve the objective of reaching two vendors for machining. In case L-1 rate is not accepted by other vendors, then the quantity available shall be ordered on L-1 vendor.

For New Vendor who are not registered with CFFP: New Vendor who are not registered with CFFP are required to fill the Supplier Registration Form (SRF). The SRF can be filled online through <https://supplier.bhel.in/>. Please ensure to fill the SRF and it is requested to submit the Acknowledgement No./ Application no. of filled SRF along with the offer. Kindly read terms and conditions, offer not in accordance with the instructions is liable to be disqualified or ignored.

Please send the following along with the Offer:

- 1. Company Name and Address Proof.**
 - 2. GST Number (Scan Copy of Acknowledgement)**
 - 3. PAN Copy**
 - 4. MSME Certificate (if Any)**
- All the above documents should be signed and stamped.**

Please visit <https://bhel.abcpurchase.com/EPROC/>; www.bhel.com or www.bhelhwr.co.in for more details & corrigendum if any for the tender enquiry . Office are to be submitted only in E-tender portal at <https://bhel.abcpurchase.com/EPROC/>

Office to be submitted only on e- procurement portal. Hard copy of offer is not required to be submitted to CFFP. Any offers received in Hard copy shall be not be accepted and straightaway rejected by CFFP. Before proceeding for submitting quotation in e-portal, supplier to ensure that they are having a valid Digital Signature Certificate (DSC). Valid DSC refers to an Active- Signing and Encryption Certificate (both), with specification class III SHA2 2048 BIT

For & On behalf of CFFP/BHEL, Haridwar

Tender No.:FF/SC/19161/201906721
Opening Due Date: 24/03/2020

Name & Signature of Sub-contractor
With date & Seal

Pre-Qualification Criteria & Techno-commercial Requirements for Machining of IP Inner Casing(LH)

Name of Vendor:

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Evaluation shall be done on the basis of delivered cost (i.e.)” **total cost to CFFP/BHEL**”. Please confirm the following or else your offer is liable to be rejected.

Sl. No.	Description	Vendor Confirmation/ Comment (in case of blank, it shall be deemed to be accepted by vendor)
<u>PRE-QUALIFICATION CRITERIA</u>		
01.	Only those vendors should quote who have past experience of machining of similar jobs having max. height ≥ 2500 mm and weight ≥ 20 MT to the full satisfaction of the customer. (Both criteria may be fulfilled through one or more jobs)	Vendor to Confirm and submit detail (including copy of P.O. & Inspection/Acceptance report along with the offer)
02.	Vendor should have a Vertical Boring machine which can machine a job of dia. ≥ 3600 mm, height ≥ 3535 mm and weight ≥ 34.6 MT	Vendor to Confirm and submit detail
03.	Vendor should have a Horizontal boring machine of spindle dia ≥ 125 mm	Vendor to Confirm and submit detail
04.	Vendor should have material handling capacity ≥ 34.6 MT	Vendor to Confirm and submit detail
<u>Techno-commercial Requirements</u>		
05.	Rates quoted in price bid should be in Rs. per piece basis (Gross Machining Charges) and F.O.R CFFP basis . Chips will be retained by bidder & same will be treated as sold to bidder by CFFP. Value of retained chips will be recovered from vendor from their bills. Chips rate will be calculated on monthly basis by CFFP based on JPC rates.	Vendor to confirm
06.	Vendors not registered with CFFP/BHEL need to submit duly filled supplier registration form (Go through online supplier registration portal https://supplier.bhel.in/ after filling the online registration form send the copy of same along with your offer with in due date) along with technical bid. If registered at any other unit of BHEL, vendor code may be furnished.	Vendor to submit
07.	Vendor has to submit BG/FDR of Rs. 1 Lakh from consortium bank & indemnity Bond as required by CFFP/BHEL before lifting of Castings from CFFP, BHEL	Vendor to accept
08.	Transportation of casting to and fro from vendor's works shall be vendor's responsibility. Transportation cost shall be borne by vendor.	Vendor to accept
09.	BHEL reserves the right to go for Reverse auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in nonconsideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction. Non-submissions of 'online-bid' by the bidder will be	Vendor to accept

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	considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. Apart from this, sealed priced bid submitted by L1 vendor during tendering will also be opened in case of RA is successful. Guideline of RA are available at following link - http://www.bhel.com/vendor_registration/vendor.php	
10.	Provide name, mobile no. & email address of the contact person.	<i>Vendor to mention</i>
11.	Validity of offers: minimum one year from tender opening date (Techno-commercial bid opening date in case of two part bids).	<i>Vendor to accept</i>
12.	Tender quantity is indicative. Actual quantity may increase or decrease vis a vis tender quantity without any implication on rate quoted.	<i>Vendor to accept</i>
13.	In case of delayed or defective supplies or non-fulfilment of any other terms & conditions given in tender and sub-contracting order, BHEL may cancel the subcontracting order in full or part thereof and get the job machined from alternative sources at the risk and cost of supplier/contractor.	<i>Vendor to accept</i>
14.	In case of any differences observed in conditions confirmed above & elsewhere in the offer, terms quoted above shall be treated as final and binding on vendor.	<i>Vendor to accept</i>
15.	All other commercial term and condition as per tender enquiry shall be acceptable.	<i>Vendor to confirm</i>
16.	Normal clauses for imposing Penalty for Late Delivery, Risk purchases, Cancellation, Arbitration in case of delay in effecting supply and or other defaults as per following conditions will be applicable: a. Penalty for Late Delivery: The delivery of the material after machining shall be made strictly as per time limit specified in delivery schedule, failure to supply within this period will make the subcontractor liable to a penalty of 1/2 (half) percent of the price of the order in arrears per week subject to a maximum of 10% on the SCO (total SCO value). Any correspondence regarding waiver of LD shall not be entertained. In case supplier does not agree for LD clause, BHEL will load maximum penalty under LD clause, to the extent the same is not agreed by the vendor, for the purpose of comparative statement. Where deliveries quoted are not suiting, BHEL may ignore the offer. b. Risk Purchase: In case of delays in return of material after machining / defective machining or non-fulfillment of any other terms and conditions given in the Sub-Contracting Order by the subcontractor, the Buyer reserves the right to cancel the sub-contracting order in full or part thereof, and may also make the machining of such material from alternative source at the risk and cost of the subcontractor.	<i>Vendor to confirm</i>

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TECHNICAL REQUIREMENT FOR MACHINING OF IP INNER CASING(LH)

S.No.	BHEL Requirement	Vendor's Confirmation
1	Marking and Machining as per Drawing No.0-106-02-56901/M1 : Rev-A	Vendor to confirm
2	Vendor to arrange all tools & instruments required for machining of the job	Vendor to confirm
3	BHEL reserves the right to visit vendor for stage inspection during job machining to assess the progress and technical aspects and further processing shall be done accordingly.	Vendor to confirm
4	Final Inspection of the machining job may be carried out by BHEL at vendor's works before dispatch	Vendor to confirm
5	Delivery requirement:7 weeks per piece from the date of lifting of job.	Vendor to confirm
6	Identification details on the casting to be maintained	Vendor to confirm
7	Vendor to submit following with the offer: - a) Details of the Organization b) Details of the machine tools and other facilities installed in the company	Vendor to submit
8	Vendor to submit Filled Supplier Registration Form along with Requisite Documents to SDC Cell in MM Deptt.of CFFP, BHEL, Haridwar. If already registered at any unit of BHEL, then Vendor code may be furnished. Vendor may plan a visit to CFFP, Haridwar	Vendor to submit
9	Vendor may plan a visit to CFFP for technical discussion.	Vendor to Note
10	BHEL team may visit vendor's works for facility/capacity verification.	Vendor to Accept
11	Job shall be offered to vendor with parting place machined. Therefore, parting plane machining is not required from vendor. Weight after parting plane machining:-34600Kg.	Vendor to Note

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Annexure - C

GENERAL TERMS & CONDITIONS

1. In case of e-tender, offer to be submitted only on e-procurement portal. Hard copy of offer is not required to be submitted to CFFP-BHEL. Any offers received in Hard copy (for e-Tender Enquiries) shall not be considered and shall be ignored by CFFP.
2. Validity of offer should be for 365 days, for acceptance, from tender opening. However, base rates shall remain valid & firm during the contract period.
3. Incomplete tender will be ignored, however BHEL reserves the right to reject or accept any or all tenders without assigning any reason.
4. Mention permanent account number if allotted by income tax department.
5. The sub-contractor shall follow all the rules & regulation of minimum wages, insurance cover of labour, ESI& PF as per rule. BHEL reserves its right to demand any document at any point of time during the execution of contract.
6. The sub-contractor shall observe all the precautions and safety procedures as required during loading & transportation in factory premises. Also required precaution shall be taken while transportation & operation at their works. Precaution must be taken to ensure that there is no damage or pilferage of the material from CFFP & there is no injury to work man.
7. The sub-contractor shall take adequate steps to prevent any loss or damage to any materials entrusted to him. The sub-contractor shall be liable to pay, to the company, for the damages due to negligence or otherwise in executing the machining work entrusted to him or any other failure or any breach of terms and conditions on the part of the contractor.
8. If the Sub-contractor neglects work or fails to observe and/or follow any of the terms and condition of the agreement, CFFP, BHEL, may without prejudice to their any other rights, terminate this contract by giving 15 days notice in writing with or without forfeiting the Bank Guarantee & Indemnity Bond of the Sub-contractor. The termination of contract by the CFFP, BHEL shall be without prejudice to the CFFP, BHEL's right to recover from the contractor the cost of completing the work by any other agency.
9. The Sub-contractor should have sufficient financial resources to meet all expenses & contractual obligation.
10. The Sub-contractor shall be responsible for fulfilling all legal/statuary requirement along with environmental laws. Any loss to the property (belonging to the sub-contractor or the company) or injury to the staff/labour of the Sub-contractor caused due to any reason will be the sole responsibility of the Sub-contractor. Accordingly the Sub-contractor is advised to take necessary insurance cover. Any liability of BHEL, arising due to Sub-contractor, his staff/labour, materials being handled by him, will be recoverable from the Sub-contractor. Accordingly the Sub-contractor shall indemnify the company.
11. The Sub-contractor shall ensure valid registration with all the State and Central govt. departments as required by various laws such as ESI, PF etc. & submit copies of the same whenever required.
12. The Sub-contractor shall pay wages to the workmen engaged by him at the rates which shall be not less than the minimum wages applicable under law from time to time. BHEL will not entertain any claim or make any reimbursement for additional burden due to change in wages structure etc. under the law. The Sub-contractor shall also ensure statutory obligations (PF, ESI etc.) & benefits to his workmen as per provisions of law enforced from time to time.
13. Sub-contractor will be fully responsible for transportation of material to & from CFFP and also for the period material is lying with them for any theft or damage to the material or for damage to third party.

14. 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).
15. Breaking of Tie for other than L1 status: In case rates quoted by more than one vendor are same then vendors having higher SPR will be considered above in the ranking compared to vendor having lower SPR. SPR as on date of tender opening (1st part) will be taken for consideration.
16. Vendors not registered with CFFP, BHEL need to submit duly filled supplier registration form (SRF) along with Technical Bid. Go through online supplier registration portal <https://supplier.bhel.in/> after filling the online registration form send the copy of same along with your offer with in due date.
17. 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 and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
18. **ARBITRATION AND GOVERNING LAW**

All disputes or difference of opinion what so ever that may arise between the company and the Sub-contractor upon or in relation to or in connection with the contract, the same shall be referred to sole arbitration of Head of CFFP, BHEL or such other person as nominated by the Head of CFFP. There will be no objection to any such appointment, or award of the Head of CFFP or the arbitrator so appointed. The award shall be final and binding on the company and the sub-contractor. The arbitration proceeding shall be held at Ranipur, Hardwar. Work under contract shall continue during the arbitration proceeding, unless otherwise directed in writing by the company or unless the matter is such that the work can not be possibly continued till the decision of arbitration. Provisions of applicable arbitration and conciliation Act. shall apply.
19. Court at Hardwar shall have sole Jurisdiction in the cases arising out of this Contract .
20. Risk Purchases: In case of delayed or defective supplies or non-fulfilment of any other terms & conditions given in tender and sub-contracting order, BHEL may cancel the subcontracting order in full or part thereof and get the job machined from alternative sources at the risk and cost of supplier/contractor.
21. NOTE: Special conditions of enquiry, if enclosed, will supersede the standard/general terms of enquiry. Any other Standard terms and Conditions of the bidder attached/referred against the tender enquiry will be treated as null and void.