

Tender No: FF/SC/20129/202004131

Item: HP INNER CASING (UH/LH)

Drawing No: 0-105-02-56901/M:Rev-B

**Terms and Conditions for Tender enquiry**

01. Bid/Quotation must be enclosed in sealed cover on which tender enquiry number and the due date MUST BE written and be invariably sent under REGISTERED POST / SPEED POST / COURIER/Dropped in the Tender Box: addressed as follows: -

Quotation against Enquiry No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Due on: \_\_\_\_\_

To,

Incharge- Sub contracting, Central Foundry Forge Plant,  
Bharat Heavy Electricals Limited, HARIDWAR-249403 (Uttarakhand), INDIA.

In case of Three/Two Part Bid, technical bid containing technical offer, duly signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid without prices but with applicable taxes and duties.

The bid/quotation must be posted before due date, keeping allowance for postal transit time. Alternatively, the tenders duly sealed and super-scribed as above may be deposited in the Tender Box. Quotations sent by any mode but not received in time will be ignored.

The following shall be superscribed on the envelopes:

**PART-I**

- (a) TENDER NO. AND ITEMS DESCRIPTION.
- (b) DUE DATE FOR OPENING.
- (c) "TECHNO-COMMERCIAL BID PART-I"

**PART-II**

- (a) TENDER NO. AND ITEMS DESCRIPTION.
- (b) DUE DATE FOR OPENING OF PART-I.
- (c) "PRICE BID PART-II".

**PART-I (TECHNO-COMMERCIAL BID)** shall comprise of following documents:

- (a) Complete Technical offer
- (b) DETAILS AGAINST PQR REQUIREMENT
- (c) Acceptance of tender terms by bidder as per **Annexure A & B**
- (d) Copy of price Bid (**without price**), this should be replica of part II bid **without price**.

**PART-II (PRICE BID)**

The price Bid (**with price**) to be submitted as **part II**, for the complete requirement as per tender. Prices are to be indicated in both figures and words. In case of any discrepancy of value, the prices quoted in words shall be considered for evaluation and establishing L1 status.

If price bid is not submitted along with the technical bid, the offer will be rejected out rightly. Price bids of only those bidders shall be opened on the date informed by BHEL who will be found techno-commercially suitable as per tender enquiry terms and condition as per BHEL policies.

02. Offer in 2-part bid is required to be submitted by bidder on or before due date. On due date, tender can be submitted up to 2.00 PM and will be opened at 2.00 P.M. on same date in the Tender Room of CFFP/BHEL, Haridwar.
03. BHEL will not be responsible for any type of postal delay. Please note that late offers shall not be accepted.
04. The vendor should submit their best price at this stage itself and they will not be allowed to revise the price after opening of Part I bid. Any revision / discount given by vendor subsequently on their own after opening of part-1 bid, will be ignored.
05. Bidders to put sign and seal on all the documents. The quotation should be submitted in CFFP tender box before due date and time. Offers received after due time & date shall not be considered.
06. Part-I of the bid shall contain complete item-wise scope of supply as offered vis-à-vis the scope of supply as per enquiry, all commercial terms and conditions etc. It is expected that bidders shall meet all our technical and commercial requirements and shall not deviate from them.
07. **20200413,414-Indent remarks Mark & M/C as per Dly drag, Identification numb to be punched, NTPC seal to be retained, Scope of machining –After P/plane machining/Plan machining shall be done at CFFP, wt. After P/Plane machining-22550 Kgs. Delivery Requirement (from date of Lifting) 7Weeks/piece.**
08. Scrap (Chip) generated during machining is to be retained by vendor & same will be treated as sold to bidder by CFFP. Value of scrap and GST on same shall be recovered from the party. Please note that the weights mentioned in tender enquiry are technological weights mentioned for indication only. However, quantum of Scrap for recovery from party shall be calculated on the basis of actual weight basis of casting (Difference of before and after machined weight). Weight measured at CFFP shall be considered as final for calculation of scrap retained by vendor. Recovery of scrap shall be based on actual chip retained by the vendor based on weight measured at CFFP. For information only, present chip rate for February'2021 is Rs. 27.68 per Kg however chip rate as on date of material lifting shall be applicable for orders against this tender.
09. **CONDITIONS FOR AVAILING MICRO & SMALL ENTERPRISES (MSE's) BENEFITS BY INDIAN BIDDERS**
  - I. MSE Suppliers can avail the intended benefits only if they submit along with the offer, copy of Udyog Aadhaar Memorandum (UAM)/ Udyam Registration certificate. Vendor to declare UAM number on e-Procurement portal, failing which bidder will not be able to enjoy the benefits as per the public procurement policy for MSEs order 2012. Documents as applicable as per Govt. guidelines to be provided.
  - II. Any new supplier will be eligible for registration with BHEL as MSE supplier provided Valid Udyog Aadhar Certificate/ Udyam Registration certificate.
  - III. MSE bidders claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.
  - IV. MSE bidders where the proprietor is woman, must clearly specify the same in their offer.
  - V. In case techno-commercial accepted bidders include MSE source and their prices (based on landed cost – considering quoted prices) are within the price band of 15% w.r.t. L-1 bidder, then BHEL can consider to offer quantities of respective item (rounded off to nearest number) to MSE bidders at L-1 price and in case, more than one MSE bidder is in 15% band and the same is accepted by more than one MSE bidders then offer quantities of respective items will be considered for ordering amongst MSE bidders.
  - VI. In case CFFP, BHEL has envisaged two party ordering to for this tender enquiry on 70:30 or 60:40 basis i.e. 70%/ 60% to L1 vendor and 30% 40% to L2, L3,... vendor then

- a. In case L1 vendor is non MSE vendor then 70%/ 60% will be ordered to L1 Vendor and balance 30% / 40% will be offered to MSE vendors equally.
  - b. In case L1 vendor is MSE vendor then 70% / 60% will be ordered to L1 vendor and balance 30% / 40% to L2, L3, ..... vendor who matches L1 price based on rank i.e. 1st it will be offered to L2 Vendor, if accepted then the same will be ordered and in case not accepted by L2 vendor then quantity will be offered to L3 vendor and so on.
  - c. In case none of the vendor is MSE vendor then normal procedure will be followed.
- VII. In all other cases, quantity up to 25% will be reserved for MSE vendor(s) and following process will be adopted.
  - a. In case L1 vendor is MSE vendor then full quantity to be ordered on L1 vendor.
  - b. In case L1 vendor is non-MSE vendor then 75% will be ordered on L1 vendor and balance 25% will be distributed to MSE vendors as detailed in Clause 26.4 above.
  - c. Out of 25% quantities reserved for MSE vendor, 3% quantity will be reserved for MSE vendor with woman as proprietor/more than 50% shareholder and 6.25% quantity will be reserved for MSE vendor with SC/ST status.
  - d. **In case none of the participating vendor is MSE vendor, normal procedure will be followed.**
- VIII. Cases where CFFP decides to order on 3 vendors then last percentage indicated in the Tender Enquiry will be reserved for MSE vendors.
- IX. While distributing the 25% quantity amongst MSE bidders the decimal points in quantity shall be ignored for all the bidders except the L-1 amongst MSE bidders. Balance quantity after allocating the quantity to other MSE bidders ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) bidder. However, if there are more than one MSE bidder at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the bidder offering favorable terms to BHEL and if the conditions offered are also same then preference will be given to the bidder having high SPR (Supplier Performance Rating) rating.
- X. In case there are more than one MSE bidders (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE bidder with lowest landed cost.
- XI. In case there are more than one MSE bidders (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the bidder with high SPR (Supplier Performance Rating) rating shall be given.
10. 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.
11. 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.
12. 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.
13. 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.

14. The Sub-contractor should have sufficient financial resources to meet all expenses & contractual obligation.
15. The Sub-contractor shall be responsible for fulfilling all legal/statutory 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.
16. 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.
17. 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.

**(Jaspal Rawat)**  
**Engineer / Sub-Contracting**  
**CFFP/ BHEL / Haridwar**