

Tender No: FF/SC/20129/202004131
Item: HP INNER CASING (UH/LH)
Drawing No: 0-105-02-56901/M:Rev-B

S.No.	Term	Confirmation/Remark by Vendor
1	Vendor to submit Gross machining charges in Indian Rupees/piece on FOR CFFP Basis. Transportation of item from CFFP to Vendor's works (To & Fro) shall be in scope and responsibility of Vendor. Transportation and insurance charges shall be borne by Vendor.	
2	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.	
3	Payment Term shall be: 100% within 30 days after receipt and acceptance of material at CFFP through E-Payment.	
4	Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar. The normal loading shall be @ Base rate of SBI (as applicable on the date of bid opening, Techno-commercial bid opening in case of two part bids) + 6%, for the period of relaxation sought by bidders.	
5	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.	
6	Tender quantity shall be split between L-1 & L-2 vendors in following manner L 1- 4 no & L 2- 2 no, on acceptance of L1 rate by L2 vendor. In the event of non-acceptance of L1 rate by L2 vendor, L1 rate shall be offered to L3, L4 & L5 vendor and so on (as per their ranking in Comparative statement) to achieve the objective of 2 vendors for machining. In case L1 rate is not accepted by any of other vendors, then the balance quantity shall be ordered to L1 vendor.	
7	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.	
8	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 sub-contractor 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.	

9	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 sub-contractor, 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 sub-contractor.	
10	Vendor has to submit BG/FDR of Rs. 1 Lakh from consortium bank & indemnity Bond as required by CFFP/BHEL before lifting of item from CFFP, BHEL.	
11	Quotation Validity shall be 365 days from the date of tender opening (part-1 bid opening date)(Excluding Tender Opening Date)	
12	MSE vendors need to declare Udyam Registration/ UAM in their offer, failing which they shall not be able to avail the benefits available to MSE's. Please note that UAM is valid till 31.03.2021 as per latest govt. guidelines.	
13	All the quantity in enquiry may not be ordered, Sub Contractor should be prepared for orders of reduced quantity without any implication on the rate quoted.	
14	Quotation not in accordance with our enquiry are liable to be rejected.	
15	CFFP BHEL reserves the right to get the material processed from more than one Sub-Contractor.	
16	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).	
17	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 raking compared to vendor having lower SPR. SPR as on date of tender opening (1st part bid) will be taken for consideration.	
18	Drawing and Standards: All drawings and standards are property of BHEL. They must not be used in any way detrimental to the interest of BHEL and should not be used for any other purpose except to process BHEL's Job.	
19	Vendor should take adequate Insurance cover (Value as per excise challan) for BHEL material issued to them for Job Work.	
20	BHEL, Ranipur Haridwar reserves the right to reject any or all tenders without assigning any reasons thereof, Quotation not in accordance with above instructions and conditions will be disqualified.	
21	Job to be machined as per delivery drawing.	
22	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, Haridwar. 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. Court at Haridwar shall have sole Jurisdiction in the cases arising out of this contract.	
23	No further sub-contracting to third party or sister concern by the sub-contractor is allowed without prior permission of CFFP, BHEL.	
24	In case of rejection, the cost decided by CFFP for recovery will be final & binding to sub-contractor.	
25	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.	
26	The bidder along with its associates/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 bhel Haridwar website http://www.bhel.com and bhel Haridwar website http:// Hwr.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."	

27	As per existing rule of GST, all material sent for machining shall be returned back before 365 days. In case CFFP, BHEL has to incur any additional cost by way of (a) Payment of GST on full value of job (b) interest on GST amount due to failure on Sub-contractor account, it will be recovered from them. Any change in this rule by Govt. of India from time to time will be applicable.	
28	Sub-contractor will have to deposit in advance, all the charges recoverable from them before lifting of material for machining.	
29	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.	
30	For new vendors not registered with CFFP BHEL, kindly furnish copy of following documents: o Company Name and Address Proof. o GST Number (Scan Copy of Acknowledgement) o PAN Copy o MSME Certificate (UAN, Udyam if Any)	
31	Vendors not registered with CFFP/BHEL should submit online supplier registration form on BHEL portal https://supplier.bhel.in . If registered at any other unit of BHEL, vendor code may be furnished. Please fill the SRF and it is requested to submit the Acknowledgement No./ Application no. of filled SRF along with the offer.	
32	- In case any column is left blank, it shall be deemed to be accepted by vendor. - If any difference is found for any term and condition in the offer and this annexure "A", the terms quoted in this annexure 'A' shall be deemed as final and binding on vendor.	
33	Compliance to MAKE IN INDIA circular issued by Gol (P-45021/2/2017-PP(BE-II) dtd 04/06/2020) and its revision dated 16/09/2020. "For this procurement, the local content to categorize a supplier as a Class I local supplier / Class II local supplier/ Non-Local Supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part II bids against this NIT". All bidders have to confirm about being 'Class-I local supplier', 'Class II local supplier' or 'Non-Local supplier'. Procurement shall be done from Class-I/II Local Suppliers only. Also submit the self declaration certificate alongwith offer. Format for self declaration certificate enclosed with tender enquiry documents.	
34	In line with clause no 9 of order: P-45021/2/2017-PP (BE-II) dated 04.06.2020 and its revision dated 16/09/2020, for the quoted item, kindly mention the details of locations where value addition is made.	
35	Provide name, mobile no. & email address of the contact person.	
36	Refer Annexure B for other terms and conditions of This tender enquiry	

Vendor's Sign & Stamp