

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

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TENDER NOTICE

NIT No. : FF/SC/19105/201904071,

DT. 22/11/2019

Sealed open tenders on two parts (Techno-commercial & Price Bid) with the Tender No. and opening date clearly super scribed on the cover are invited for following item:

Tender No.	Description of Material	Drawing no.	Qty.	Opening Date
FF/SC/19105/201904071	Rough Machining of Cover Casting (Before machining - Wt. 7450 KG & After machining Wt.- 6600 KG)	172-10-073- CBA/M2 Rev 16	30 Nos.	17.12.2019

Tender documents containing Techno-Commercial Details as per Annexure-'A', 'B' & 'C' can be downloaded from BHEL web site www.bhel.com & www.bhelhwr.co.in.

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

- i. Rate to be quoted on **per Kg of chip removal basis (Gross Machining Charges)** and **F.O.R CFFP basis**.
- ii. Gross Machining Charges = Net Machining Charges+ Value of Scrap
- iii. Payment Terms:-100% after receipts and acceptance through e-mode within 30 days.
- iv. Scrap to be retained by Party.
- v. **Value of scrap on the date of material issue and GST on same shall be borne by party and recovered from the party.**
- vi. Any other govt. duties to be paid by the party.
- vii. 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.
- viii. **Grade contain NICKEL: 1.5-1.9%** and for information present scrap rate for calculating value of scrap and GST on scrap is Rs.42.98 per Kg.
- ix. Minimum 10% of total work order quantity (Minimum 2 nos.) will be weighed before machining as well as after machining by the shop planning and average actual weight of balance pieces of order quantity will be considered the same. For the above cases the item which is weighed before machining shall be weighed after machining. Financial implications shall be based on actual chip retained by the vendor.
- x. BHEL reserves the right to go for reverse auction.
- xi. Quotation not in accordance with our enquiry are liable to be rejected.
- xii. Conditions remaining unresponded in enquiry shall be treated as per enquiry.
- xiii. In cases the prices indicated in words and figures are different, the values indicated in words shall be taken into consideration.

Enquired quantity shall be split among L-1, L-2, L-3 & L-4 vendor in the following manner L1- 13, L2-8, L3-6 & L4-3, on acceptance of L-1 rate by L-2, L-3, L-4 vendor. In the event of non-acceptance of L-1 rate by L-2 or L-3 or L-4 vendor, respective quantity shall be offered to L-5, L-6 and so on to achieve the objective of reaching four vendors for machining. In case L-1 rate is not accepted by other vendors, then the quantity available shall be ordered on L1 vendor.

Above splitting ratio/splitting quantity is indicative. While efforts shall be made to maintain the above ratio, BHEL reserves the right to alter/vary the quantity to be ordered on individual vendors by 1 no. or $\pm 10\%$ of total tender quantity whichever is higher to meet customer commitments and monthly production targets/turnover requirements of BHEL.

The tenders will be received up to 1:55 pm on 17.12.2019 in the Tender box of tender room at the CFFP, BHEL, Haridwar, Pin No.-249403. Techno-commercial bids will be opened on the same day at 2:00 PM. After opening of Techno commercial bid, the capability and suitability of the bidders shall be evaluated and Price bid of the qualified bidders shall be opened in the presence of the available bidders. The date of opening of Price bid will be informed to the qualified bidders.

All subsequent amendments / changes shall only be notified on BHEL website www.bhel.com & www.bhelhwr.co.in.

For & On behalf of CFFP/BHEL, Haridwar

Pre-Qualification Criteria & Techno-commercial Requirements for Machining of Cover Casting

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 vendor should quote who have past experience of machining of similar job having Diameter 2500 mm or more.	Vendor to Confirm and submit detail (including copies of P.O. & Inspection/ Acceptance report along with the offer)
02.	Vendor should have a Vertical Boring Machine which can machine a job of diameter 2800 mm or more.	Vendor to Confirm and submit detail
03.	Vendor should have a Horizontal Boring & milling machine of Spindle Dia 130 mm or more.	Vendor to Confirm and submit detail
04.	Vendor should have material handling capacity of 7.5 MT or More.	Vendor to Confirm and submit detail
<u>Techno-commercial Requirements</u>		
05.	Rates quoted in price bid should be in per Kg of chip removal 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 by CFFP.	Vendor to confirm
06.	Financial implications shall be based on actual chips retained by the vendor.	Vendor to confirm
07.	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
08.	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
09.	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
10.	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 non-consideration 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 considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.	Vendor to accept

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Opening Due Date: 17/12/2019

Name & Signature of Sub-contractor
With date & Seal

Annexure – A

	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	
11.	Provide name, mobile no. & email address of the contact person.	<i>Vendor to mention</i>
12.	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>
13.	Delivery schedule: 5 Weeks Per piece from the date of lifting of casting.	<i>Vendor to accept</i>
14.	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>
15.	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>
16.	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>
17.	All other commercial term and condition as per tender enquiry shall be acceptable.	<i>Vendor to confirm</i>
18.	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 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. b. Risk Purchase: In case of delays in return of material after machining / defective machining or non-fulfilment 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.	<i>Vendor to confirm</i>

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Name & Signature of Sub-contractor
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TECHNICAL REQUIRMENT FOR MACHINING OF COVER CASTING

S.No.	BHEL Requirement	Vendor's Confirmation
1.	Marking and Machining as per drawing no. 172-10-073-CBA/M2 Rev 16	<i>Vendor to confirm</i>
2.	Vendor to arrange tools, instruments, template, jig, fixture, gauge etc. required for machining of the job.	<i>Vendor to confirm</i>
3.	Inspection of the machined job may be carried out by BHEL at vendor's works before dispatch.	<i>Vendor to confirm</i>
4.	Delivery requirement: Within 5 weeks per piece from the date of lifting.	<i>Vendor to confirm</i>
5.	Identification details on the casting to be maintained.	<i>Vendor to confirm</i>
6.	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.	<i>Vendor to submit</i>
7.	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 CFFP or any other unit of BHEL, then Vendor code may be furnished. Vendor may plan a visit to CFFP	<i>Vendor to submit & accept</i>
8.	Vendor may plan a visit to CFFP for technical discussion.	<i>Vendor to Note</i>
9.	BHEL team may visit vendor's works for facility/capacity verification.	<i>Vendor to Accept</i>

GENERAL TERMS & CONDITIONS

1. The tender documents are not transferable. These documents can be obtained by authorized/approved contractors from the office of incharge Sub-contracting on or before tender opening date. In case of any difficulty, duplicate copy can be obtained.
2. Sealed tender can be submitted in tender room of Material Management, CFFP, BHEL, Hardwar by bonafide contractors. The contractors shall sign each & every page of tender documents before submitting.
3. The tenders duly filled-in will be accepted upto 13.55 Hrs on or before tender opening date in the tender of Material Management department, CFFP, BHEL, Hardwar. These will be opened on the tender opening day at 14.00 in the presence of tenderer or their one authorized representative who wish to be present.
4. Validity of offer should be for 365 days, for acceptance, from tender opening. However, base rates shall remain valid & firm during the contract period.
5. Incomplete tender will be ignored, however BHEL reserves the right to reject or accept any or all tenders without assigning any reason.
6. Mention permanent account number if allotted by income tax department.
7. 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.
8. 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.
9. 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.
10. 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.
11. The Sub-contractor should have sufficient financial resources to meet all expenses & contractual obligation.
12. 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.
13. 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.
14. 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.

15. 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.
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.