



Bharat Heavy Electricals Limited
Heavy Equipment Repair Plant (HERP)

Tarna, Shivpur, Varanasi - 221003

Enquiry Ref No.: **HERP/OT/E-598-18-0041-68-1**

Dated 17.07.2018

TENDER DOCUMENT

PART I: TECHNO-COMMERCIAL BID

PART II: PRICE BID &

PART III: - SUPPLIER REGISTRATION FORM (SRF)

TENDER FOR SUPPLY OF BALL SCREW ASSEMBLY at HERP, VARANASI



**MATERIALS MANAGEMENT DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
HEAVY EQUIPMENT REPAIR PLANT
TARNA, SHIVPUR
VARANASI – 221 003, UTTAR PRADESH**



Bharat Heavy Electricals Limited

Heavy Equipment Repair Plant (HERP)

Tarna, Shivpur, Varanasi - 221003

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NOTICE INVITING TENDER

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Annexure-I

Bid Starts From: **09:00 hrs. on 18/07/2018**

Bid Ends on: **14:30 hrs. on 10/08/2018**

Bid Opening Date and Time: **15:00 hrs. on 10/08/2018**

The Heavy Equipment Repair Plant (HERP) located in Varanasi, India is one of the manufacturing plants of Bharat Heavy Electricals Ltd (BHEL). Quotations are invited from the interested parties for the supply of the items mentioned at Annexure-V through E-Procurement System (EPS): (<https://bhel.abcpurchase.com/EPROC/>). **No hard copy bid in sealed envelopes or bids through E mail/ FAX shall be accepted.**

Bids are invited in Two Parts (Part-1 & Part-2). Interested vendors who do not have login ID and password are requested to register themselves on <https://bhel.abcpurchase.com/EPROC/>.

Digital Signature Certificate (DSC) is required for bidders for authentication purpose (log in and bid submission). Vendors, who do not possess the DSC, are requested to obtain the same.

Amendments / Corrigenda, if any, will be hosted on www.bhelherp.com, www.bhel.com, www.eprocure.gov.in as well as through EPS (<https://bhel.abcpurchase.com/EPROC/>).

For any information / clarification, parties may contact with the following executives of HERP Purchase Department:-

1. Shri. Abhishek
Sr. Engineer (Purchase)
Ph No: - 0542- 3074567
Email: - abhishek@bhel.in

2. Shri. Ashok Kumar
Dy. Manager (Purchase)
Ph No: - 0542-3074563
Email: - ashokk@bhel.in



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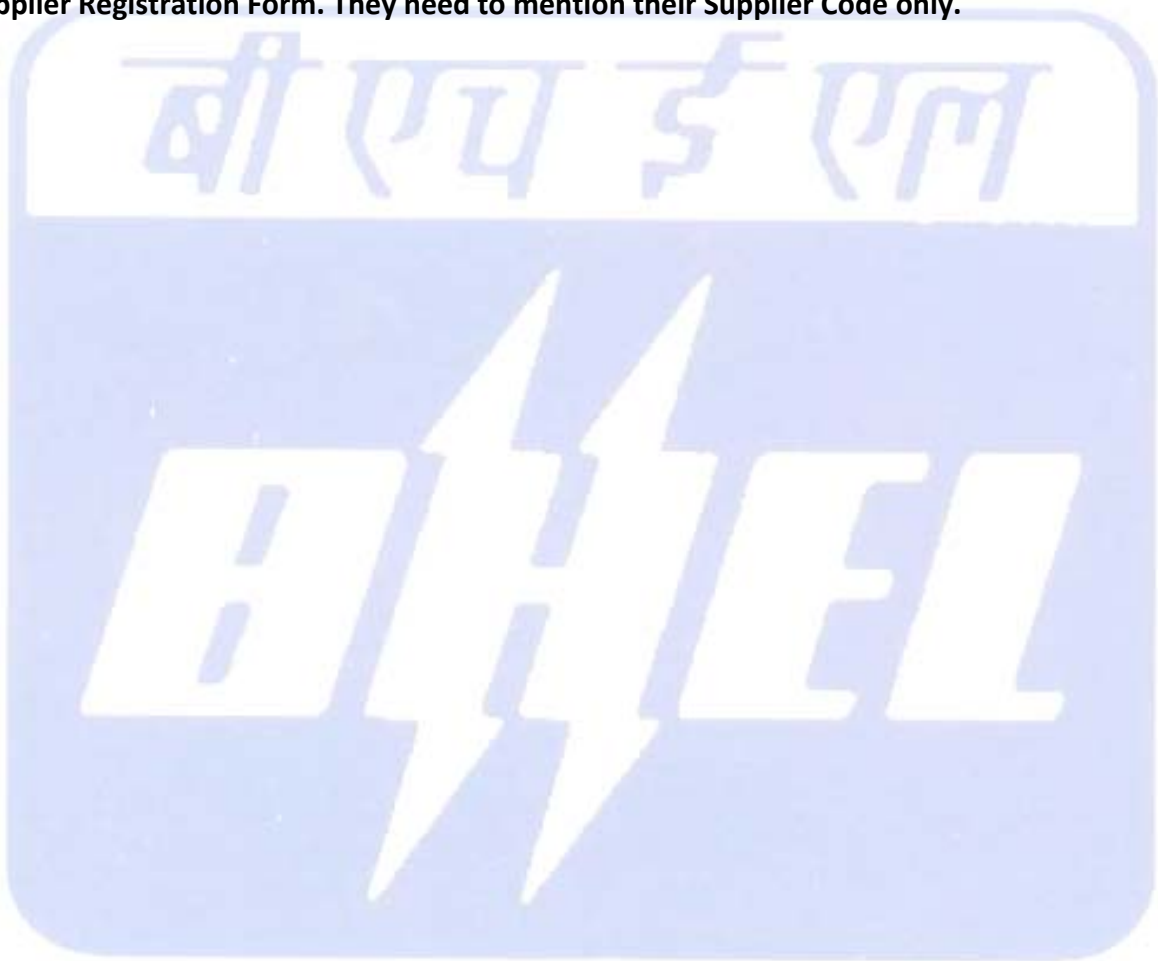
Annexure-II

SUPPLIER REGISTRATION FORM

Supplier Registration Form for indigenous and foreign vendors is enclosed as per Annexure- C and Annexure – D respectively along with tender.

(PDF Format attached, 08 Pages for indigenous and 04 Pages for foreign vendors)

Note: Vendors who are already registered at BHEL HERP Varanasi need not to submit the Supplier Registration Form. They need to mention their Supplier Code only.





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Annexure-III

SPECIAL INSTRUCTIONS TO BIDDERS FOR OPEN TENDER DEFINITION

A. Registered Vendors - Are those who are registered with BHEL, HERP Varanasi. Registered suppliers with registered DSC will have to login with their user Id/password & DSC and search for the Open Tender. The vendors who are facing problem in bidding are advised to contact M/s ABC Procure helpline numbers: 91-79-40270508/560/578/590/599/574 or mail at bhel.support@abcprocure.com.

B. Un-registered Vendors - Are those who are not registered with BHEL, HERP Varanasi. The vendors are requested to contact M/s ABC Procure helpline numbers: 91-79-40270508/560/578/590/599/574 or mail at bhel.support@abcprocure.com to bid against the enquiry.

C. ESSENTIAL INSTRUCTIONS:

1. The tenders shall be submitted in two parts as described above on or before the due date:
 - i. Part I - Techno -Commercial Bid,
 - ii. Part II - Price Bid

Scanned copy of the Supplier Registration Form (SRF) shall be submitted by unregistered vendors along with the techno – commercial Bid.

2. Part-II (Price Bids) along with supplementary price bids if any will be opened at the subsequently decided date of only those bidders whose techno-commercial bid has been found to be acceptable/suitable.

3. Currency exchange rate (TT selling rate of SBI) will be applicable on the date of opening of Part-I (Techno-commercial Bid) for evaluation purpose.

4. Evaluation of Bid: - The bid shall be evaluated on Cost to BHEL basis. The loading /other cost, if any determined at later stage, shall be communicated to the vendor.

5. Tenders when finalized shall be in the name of the bidder only and change of name during tender evaluation (without certificate from registrar of company) and after submission of the tender is liable to make the offer ineligible for participation.

6. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the bidders. **The offers of those bidders, who are unable to respond in specified time frame, may likely to be ignored/may be processed further with the terms and conditions already submitted with the respective bidder's risk and cost .**



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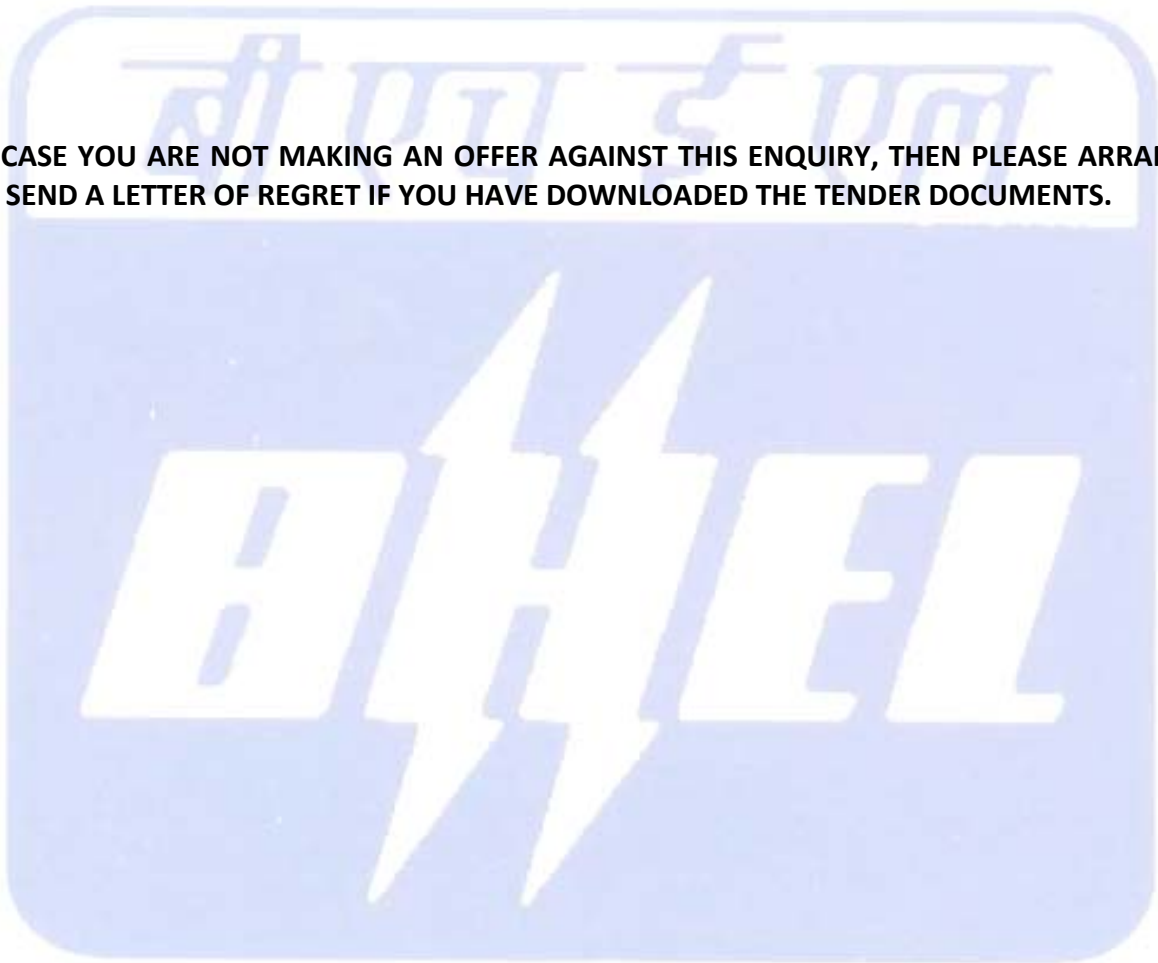
7. Suitability of delivery shall be the important criteria for evaluation of techno commercial bid and the bids falling within the delivery period and meeting the last delivery requirement shall be considered. Delivery period quoted by the parties beyond the required delivery period may not be considered.

8. All test certificates / Guarantee certificates to be submitted in TRIPLICATE along with dispatch documents.

9. FINALITY OF MANAGEMENT DECISION

At all places in the preceding clauses, BHEL Management's decision shall be final.

IN CASE YOU ARE NOT MAKING AN OFFER AGAINST THIS ENQUIRY, THEN PLEASE ARRANGE TO SEND A LETTER OF REGRET IF YOU HAVE DOWNLOADED THE TENDER DOCUMENTS.





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Annexure-IV

IMPORTANT GUIDELINES FOR FOREIGN VENDORS

- a) BHEL shall deal directly with foreign vendors, wherever required, for procurement of equipment/machine/goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines – which require mandatory submission of an Agency Agreement.
- b) It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
- c) The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier / Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
- d) Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
- e) Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
- f) In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall directly with the foreign principal only for all correspondence and business purposes.
- g) The “Guidelines for Indian Agents of Foreign Suppliers” enclosed at Annexure – “B” shall apply in all such cases.
- h) The supply and execution of the Purchase Order (including indigenous supplies/service) shall be in the scope of the OEM/foreign principal. The OEM/foreign principal should submit their offer inclusive of all indigenous supplies/services and evaluation will be based on ‘total cost to BHEL’. In case OEM/foreign principal recommends placement of order(s) towards indigenous portion of supplies/services on Indian supplier(s)/agent on their behalf, the credentials/capacity/capability of the Indian supplier(s)/agent to make the supplies/services shall be checked by BHEL as per the extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids. In this regard, details may be checked as per Annexure – “B” (enclosed). It will be the responsibility of the OEM/foreign principal to get acquainted with the evaluation requirements of Indian supplier/agent as per SERAP available on www.bhel.com.
- i) The responsibility for successful execution of the contract (including indigenous supplies/services) lies with the OEM/foreign principal.



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Annexure-V

ITEM DETAILS AND DELIVERY SCHEDULE

Sl. No.	MATERIAL CODE	ITEM DESCRIPTION	QTY	DELIVERY REQUIRED
1.	RVA203000102	BALL SCREW ASSEMBLY AS PER OUR DRAWING NO. CNC-VB/10-11/01 REV:00 FOR CNC VERTICAL BORING MACHINE, DIAMETER: 63 mm, LEAD: 10 mm, ACCURACY AS PER DIN69501: IT5, THREAD DIRECTION: RIGHT HAND, TYPE: GROUND BALL SCREW & NUT	1.0 SET	180 Days from the date of PO





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Annexure-VI

PRE QUALIFICATION REQUIREMENT & TECHNICAL SPECIFICATIONS FOR BALL SCREW ASSEMBLY at HERP, VARANASI

SL.No.	
01	MATERIAL TO BE SUPPLIED AT BHEL HERP STORES.
02	PARTIES TO DEVELOP AND ATTACH DETAILED DRAWING OF OFFERED BALL SCREW ASSEMBLY BASED UPON DIMENSIONS AS PER OUR DRG. No.: CNC-VB/10-11/01 REV:00, TECHNICAL OFFERS WITHOUT DRAWING FOR BALL SCREW ASSEMBLY DEVELOPED BY PARTY WILL NOT BE CONSIDERED TECHNICALLY SUITABLE.
03	TECHNICAL TERMS & CONDITIONS. 1: MATERIAL OF BALL SCREW SHOULD BE CF53 (INDUCTION HARDENED), HARDNESS-58 TO 62 HRC 2. MATERIAL OF BALL SCREW NUT SHOULD BE EN353 (CASE HARDENED), HARDNESS: 58 TO 62 HRC 3. BASIC LOAD RATING- DYNAMIC LOAD: 70 TO 80 KN, STATIC LOAD: 200 TO 250 KN 4: NUMBER OF CIRCUITS PER NUT: 6 5: PLASTIC SEAL TO BE PROVIDED ON BOTH ENDS OF NUT. 6: BALL DIA: 6.35MM 7: PITCH: 10 MM 8. DIRECTION OF TURN: RIGHT HAND SIDE 9. ACCURACY GRADE: C1 10. LUBRICATION: OIL TYPE 11.PERMISSIBLE ROTATIONAL SPEED-1000 RPM.
04	WARRANTY CLAUSE: MINIMUM WARRANTY FOR MATERIAL USED AND MANUFACTURING DEFECTS SHOULD BE 18 MONTHS FROM THE DATE OF SUPPLY OR 12 MONTHS FROM THE DATE OF SUCCESSFULL COMMISSIONING.
05	PACKING INSTRUCTION: ITEMS TO BE SUPPLIED IN PROPERLY PACKED CONDITION TO AVOID ANY DAMAGE DURING TRANSIT AND HANDLING.
06	PRE QUALIFYING REQUIREMENT SHALL BE AS PER ANNEXURE A.



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Annexure-VII

GENERAL TERMS & CONDITIONS OF THE TENDER

Sl No	BHEL STANDARD TERMS & CONDITIONS
1	OFFER MUST BE SUBMITTED IN TWO PART BID SYSTEM FOR THE ITEM AS PER ENQUIRY : (I) FOR TECHNO – COMMERCIAL BID (II) FOR PRICE BID (A) UN-PRICED OFFER WITH TECHNICAL BID IS REQUIRED TO BE FURNISHED BY THE VENDOR. TECHNICAL OFFER SHOULD CLEARLY REFLECT AT LEAST OUR MATERIAL CODE, ITEM DESCRIPTION & QUANTITY. THE SRF TO BE DOWNLOADED FROM WWW.BHEL.COM OR WWW.BHELHERP.COM .
2	PART-I CONTAINING THE TECHNO-COMMERCIAL BID WILL BE OPENED ON THE DATE AND TIME SPECIFIED IN THE ENQUIRY. PART-II i.e., PRICE BID WILL BE OPENED ONLY OF THOSE BIDDERS WHO ARE FOUND TECHNO-COMMERCIALLY SUITABLE AFTER SCRUTINY OF THEIR PART-I OFFERS.
3	NO REVISED OFFERS WILL BE ACCEPTED UNLESS ASKED BY BHEL AFTER OPENING OF PART-1 BID IN ANY CASE.
4	ANY CORRECTIONS / AMENDMENTS SHALL BE PROPERLY AND FULLY AUTHENTICATED WITH SIGNATURE.
5	THE QUOTED RATES SHALL BE KEPT FIRM TILL EXECUTION OF THE ORDER.
6	VALIDITY OF OFFER SHOULD BE MINIMUM 90 DAYS FROM THE DATE OF TECHNO - COMMERCIAL BID OPENING OR 60 DAYS FROM THE REVERSE AUCTION DATE.
7	UNLESS SPECIFIED IN THE TENDER, VENDOR MUST NOTE THAT BHEL WILL ARRIVE THE L1 STATUS FOR EACH ITEM ON LANDED COST BASIS. ACCORDINGLY ORDER SHALL BE PLACED ON LOWEST BIDDER ON INDIVIDUAL ITEM BASIS ONLY, UNLESS BHEL ASK FOR TERMS OTHER THAN THIS ON EXCEPTION BASIS.
8	PLEASE MAKE SURE THAT THERE IS NO DISCREPANCY IN BETWEEN ACCEPTED TERMS & CONDITIONS MENTIONED IN THE CHECK LIST AND QUOTATION SUBMITTED BY VENDOR AND IF FOUND SO THEN THE TERMS & CONDITIONS WHICH ARE BENEFICIAL TO BHEL WOULD ONLY BE CONSIDERED.
9	VENDOR TO ENSURE THAT ITEM & QUANTITY MENTIONED IN THE OFFERS ARE EXACTLY SAME AS PER ENQUIRY. IF ANY DEVIATION IS THERE PARTY MUST MENTION SPECIFIC HERewith OTHERWISE BHEL SHALL CONSIDER THAT ITEM & QUANTITY AS REQUIRED IN ENQUIRY.
10	BHEL RESERVES THE RIGHT TO REJECT THE OFFER, WHICH IS HAVING DEVIATIONS TO THE TERMS AND CONDITIONS GIVEN IN THE TENDER ENQUIRY.
11	GST IF APPLICABLE WILL BE PAID EXTRA AGAINST DOCUMENTARY PROOF. THE RATE OF GST SHOULD BE CLEARLY MENTIONED IN THE OFFER.
12	TERMS OF DELIVERY: I. FOR INDIGENOUS SUPPLIERS: THE TERMS OF DELIVERY SHOULD BE QUOTED ON F.O.R. DESTINATION (BHEL HERP STORES VARANASI) BASIS ONLY (i.e. FREIGHT & INSURANCE ON VENDOR'S ACCOUNT ONLY). IF ANY BIDDER STILL QUOTES OTHER DELIVERY TERM IN PLACE OF BHEL HERP STORES, THEIR OFFER MAY NOT BE CONSIDERED FOR FURTHER PROCESSING. IT MUST BE SPECIFICALLY NOTED. II. FOR FOREIGN SUPPLIER: TERMS OF DELIVERY SHOULD BE QUOTED ON CIF JNPT MUMBAI (INDIA) SEA PORT BASIS (i.e. FREIGHT & INSURANCE ON VENDOR'S ACCOUNT UPTO JNPT MUMBAI (INDIA) SEA PORT) OR CFR MUMBAI AIRPORT. HOWEVER FREIGHT CHARGES AS PER BHEL TRANSPORT CONTRACT FROM MUMBAI TO BHEL VARANASI WILL BE LOADED AT THE TIME OF TOTAL LANDED COST CALCULATION FOR EACH ITEM.
13	IF ANY INDIAN SUPPLIERS ARRANGE SUPPLY FROM FOREIGN PRINCIPLES/WORKS, TERMS OF DELIVERY SHOULD BE QUOTED ON CIF JNPT MUMBAI (INDIA) SEA PORT BASIS ONLY (i.e. FREIGHT & INSURANCE ON VENDOR'S ACCOUNT UPTO JNPT MUMBAI (INDIA) SEA PORT) OR CFR MUMBAI AIRPORT. HOWEVER FREIGHT CHARGES AS PER BHEL TRANSPORT CONTRACT FROM JNPT MUMBAI SEAPORT/MUMBAI AIRPORT TO BHEL VARANASI FOR EACH ITEM WILL BE LOADED AT THE TIME OF TOTAL LANDED COST CALCULATION.
14	INSURANCE CHARGES SHALL BE TO VENDOR'S ACCOUNT ONLY IF PRICE QUOTED ON BHEL HERP STORES BASIS. IN CASE PRICE QUOTED IS ON CIF JNPT MUMBAI BASIS/ CFR MUMBAI AIRPORT BASIS, INSURANCE UP TO CIF JNPT MUMBAI/ MUMBAI AIRPORT SHALL BE IN VENDOR ACCOUNT.
15	PAYMENT TERMS: 1. FOR MSEs VENDORS: 100% AGAINST SRV WITHIN 45 DAYS THROUGH EFT (ELECTRONIC FUND TRANSFER) FROM THE DATE OF RECEIPT OF MATERIAL AT BHEL HERP VARANASI STORES AS PER PO. IF ANY SUPPLIER FALLS UNDER NON MSE CATEGORY, THEIR PAYMENT TERM WILL BE CONSIDERED AS NON MSE SUPPLIER PAYMENT WITHOUT ANY INTIMATION. 2. FOR OTHER SUPPLIERS: 100% AGAINST SRV WITHIN 60 DAYS THROUGH EFT (ELECTRONIC FUND TRANSFER) FROM THE DATE OF RECEIPT OF MATERIAL AT BHEL HERP VARANASI STORES AS PER PO. III. BHEL HERP WILL MAKE PAYMENTS IN TWO PARTS :- PART-I: BASIC INVOICE VALUE AND ALL OTHER CHARGES (EXCEPT GST AMOUNT) WILL BE PAID AS PER P.O. PAYMENT TERMS. PART-II: GST PORTION OF INVOICE VALUE WILL BE PAID ONLY AFTER FULFILLING FOLLOWING CONDITIONS: (A) PAYMENT OF GST AMOUNT INTO GOVT. ACCOUNT BY SUPPLIER AGAINST INVOICE RAISED TO BHEL. (B) FILING OF GST RETURN WITHIN SCHEDULED DATE. (C) DISPLAY OF GST CREDIT AGAINST BHEL GSTIN NO.09AAACB4146P2ZC ON GSTN PORTAL. NOTE: ADVANCE PAYMENT IS NOT ACCEPTABLE BY BHEL HERP VARANASI IN ANY CASE.
16	LOADING OF PAYMENT TERM: IN CASE OF DEVAITION, LOADING OF INTEREST RATE @SBI BASE RATE + 6% (AS ON PART-1 OPENING DATE) SHALL BE LOADED WHILE ARRIVING AT LANDED COST TO BHEL.
17	IMPORTANT INSTRUCTION FOR MSEs SUPPLIERS: 1. "MSE SUPPLIERS CAN AVAIL THE INTENDED BENEFITS ONLY IF THEY SUBMIT ALONG WITH 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



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	NSIC CERTIFICATE OR EM-II CERTIFICATE ALONG WITH CA CERTIFICATE (FORMAT ENCLOSED AS PER ANNEXURE-1 WHERE DEEMED VALIDITY OF EM-II CERTIFICATE OF FIVE YEARS HAS EXPIRED) APPLICABLE FOR THE RELEVANT F/Y (LATEST AUDITED). DATE TO BE RECKONED FOR DETERMINING THE DEEMED VALIDITY WILL BE THE DATE OF BID OPENING (PART -1 IN CASE OF TWO PART BID). NON SUBMISSION OF SUCH DOCUMENTS WILL LEAD TO CONSIDERATION OF THEIR BID AT PAR WITH OTHER BIDDERS. NO BENEFIT SHALL BE APPLICABLE FOR THIS ENQUIRY IF ANY DEFICIENCY IN THE ABOVE REQUIRED DOCUMENTS ARE NOT SUBMITTED BEFORE PRICE BID OPENING. IF THE TENDER IS TO BE SUBMITTED THROUGH e-procurement PORTAL, THEN THE ABOVE REQUIRED DOCUMENTS ARE TO BE UPLOADED ON THE PORTAL. DOCUMENTS SHOULD BE NOTARIZED OR ATTESTED BY A GAZETTED OFFICE. 2. IN CASE OF ANY CHANGE IN THE MSE STATUS OF THE BIDDER, IT SHALL BE RESPONSIBILITY OF THE BIDDER TO NOTIFY THE CHANGE AS A PART OF THE BID DOCUMENT. IF AT A LATER DATE IT COMES TO NOTICE OF BHEL, THAT THE CHANGE IN THE STATUS HAS NOT BEEN INTIMATED BY THE BIDDER AND THE ORDER IS OBTAINED UNDER THE PREMISE OF AN MSE, THEN BHEL WOULD CANCEL THE PENDING ORDER AGAINST THIS TENDER AND TAKE NECESSARY ACTION SUSPENSION OF THE BUSINESS DEALING WITH THE BIDDER AS PER PROCUREMENT POLICY OF BHEL. 3. 20% OF THE TENDERED QUANTITY IS EARMARKED FOR MSE SUPPLIERS IN THIS TENDER. 4. OUT OF THIS 20% TENDERED QUANTITY RESERVED FOR MSE SUPPLIERS, 4% SHALL BE EARMARKED FOR PROCUREMENT FROM MSEs OWNED BY SC/ST ENTREPRENEURS. 5. IN CASE MSE VENDOR PARTICIPATING IN THE TENDER QUOTES WITHIN THE PRICE BAND OF "L1+15%", THEY WILL BE ALLOWED TO SUPPLY THE 20% PORTION OF THE REQUIREMENT SUBJECT TO ACCEPTANCE OF L1 PRICE (ON LANDED COST BASIS) BY MSE VENDOR. IN CASE OF MORE THAN ONE SUCH MSE VENDOR WITHIN THE "L1+15% PRICE BAND" THE SUPPLY SHALL BE SHARED PROPORTIONATELY (TO 20% TENDERED QUANTITY). 6. IF THE L1 VENDOR HAPPENS TO BE A MSE VENDOR AGAINST ANY ITEM CODE, THEN 100% OF THE TENDERED QTY (FOR RESPECTIVE ITEM CODE) SHALL BE PROPOSED TO ORDER ON THE L1 (MSE) VENDOR, EVEN THOUGH THERE MAY BE OTHER MSE VENDORS WITHIN THE "L1+15% PRICE BAND". 7. IN CASE AFTER OPENING OF PRICE BID, IT IS SEEN THAT NO MSE HAS BECOME L1, THEN DEPENDING ON THE NATURE OF THE ITEM, IF IT IS NOT POSSIBLE TO SPLIT THE TENDERED ITEMS/QUANTITIES ON ACCOUNT OF REASONS LIKE CUSTOMER CONTRACT REQUIREMENTS OF SUPPLYING ONE MAKE FOR A GIVEN PROJECT OR TECHNICAL REASONS LIKE TENDERED ITEMS BEING A SYSTEM etc. THEN BHEL WOULD NOT COUNTER OFFER THE L1 PRICES EVEN THOUGH THERE MAY BE MSE BIDDERS WITHIN THE "L1+15% PRICE BAND" OF L1.
18	LIQUIDATED DAMAGES (LD): FAILURE TO SUPPLY WITHIN PURCHASE ORDER DELIVERY SCHEDULE WILL MAKE THE SUPPLIER LIABLE TO AN UNCONDITIONAL PENALTY OF 0.5 % PER WEEK OR PART THEREOF SUBJECT TO THE MAXIMUM OF 10% OF THE UNDELIVERED PURCHASE ORDER VALUE. NO GRACE PERIOD SHALL BE GIVEN. . FURTHER, IN CASE OF LD RECOVERY, THE APPLICABLE GST SHALL ALSO BE RECOVERABLE FROM THE SUPPLIERS.
19	LOADING OF LIQUIDATED DAMAGES (LD): DEVIATION TO ABOVE STANDARD PENALTY CLAUSE, MAXIMUM LOADING OF 10% (IN CASE OF NON ACCEPTANCE OF LD CLAUSE) OR PART THEREOF (IN CASE OF PART ACCEPTANCE OF LD) SHALL BE LOADED WHILE ARRIVING LANDED COST TO BHEL. FURTHER IF DEVIATION IS FOUND IN THE ACCEPTED DELIVERY TERM AS WELL AS ACCEPTED PENALTY TERM, SUITABLE LOADING BASED ON TRANSPORTATION TIME TO BE TAKEN SHALL BE LOADED WHILE ARRIVING LANDED COST TO BHEL HERP STORES WHICH MAY BE AS BELOW: (i) 1% OF THE BASIC COST FOR INDIAN SUPPLIERS, (ii) 2% OF THE BASIC COST IF FOREIGN VENDOR ACCEPTS PENALTY FROM BILL OF LADING DATE & (iii) 3% OF THE BASIC COST IF FOREIGN VENDOR ACCEPTS PENALTY FROM THE INSPECTION DATE.
20	DELIVERY PERIOD: DELIVERY PERIOD: DELIVERY PERIOD FOR ALL THE ITEMS SHALL BE 180 DAYS FROM THE DATE OF PURCHASE ORDER. HOWEVER, EARLY DELIVERY IS ACCEPTABLE.
21	IF ANY VENDOR DOES NOT SUPPLY THE ITEM WITHIN THE PURCHASE ORDER DELIVERY PERIOD, BHEL MAY/MAY NOT ACCEPT THE SUPPLY AT ITS SOLE DISCRETION.
22	RISK PURCHASE: IN CASE OF DELAY IN SUPPLIES/ DEFECTIVE SUPPLIES/NON EXECUTION OF PURCHASE ORDER ETC.(FOR DETAILS, REFER GUIDELINES FOR RISK PURCHASE), BHEL MAY CANCEL THE ORDER IN FULL OR PART THEREOF/ MAY ALSO MAKE THE PURCHASE OF SUCH MATERIALS FROM ELSEWHERE/ALTERNATIVE SOURCES AT THE RISK & COST OF SUPPLIER.BHEL MAY ALSO MANUFACTURE THE ITEM IN-HOUSE IN PART OR FULL DEPENDING UPON THE URGENCY OF THE ITEM. GUIDELINES FOR RISK PURCHASE IS AVAILABLE ON BHEL WEBSITE "www.bhelherp.com" at "Notice". RESPECTIVE BIDDERS / SUPPLIERS MAY REFER THIS GUIDELINE BEFORE SUBMITTING THEIR OFFER AGAINST BHEL, HERP TENDER ENQUIRIES. IN CASE RISK PURCHASE IS APPLIED, BHEL SHALL TAKE ACTION AGAINST THE NON-PERFORMING AND/OR DEFAULTING SUPPLIERS/ CONTRACTORS IN LINE WITH THIS GUIDELINE ONLY
23	BHEL MAY SHORT CLOSE/CANCEL AN ORDER AT ANY TIME DURING THE CURRENCY OF THE CONTRACT/PO IRRESPECTIVE OF THE PO DELIVERY DATE, IF (I) THE WORK PROGRESS OF THE VENDOR IS POOR, OR (II) THE DELIVERY REQUIREMENT OF THE ITEM IS VERY CRITICAL & NOT BEING MET BY THE VENDOR ON WHICH ORDER HAS BEEN PLACED,OR (III) THERE IS NO RESPONSE FOR IMPROVEMENT IN DELIVERY AS PER BHEL REQUIREMENT,
24	THE OFFERS OF THE BIDDERS WHO ARE ON THE BANNED LIST AND ALSO THE OFFER OF THE BIDDERS, WHO ENGAGE THE SERVICES OF THE BANNED FIRMS, SHALL BE REJECTED. THE LIST OF BANNED FIRMS IS AVAILABLE ON BHEL WEB SITE www.bhel.com
25	RESERVATION RIGHTS OF BHEL: – BHEL RESERVES THE RIGHT TO REJECT ANY OR ALL QUOTATIONS WITHOUT ASSIGNING ANY REASONS THEREOF. BHEL ALSO RESERVES THE RIGHT TO INCREASE OR DECREASE THE TENDERED QUANTITIES. VENDORS SHOULD BE PREPARED TO ACCEPT ORDER FOR REDUCED QUANTITIES WITHOUT ANY EXTRA CHARGES. VENDOR SHOULD ALSO BE PREPARED FOR GIVING DISCOUNT IN CASE OF INCREASE IN QUANTITY.
26	NON-DISCLOSURE AGREEMENT: ALL DRAWINGS AND STANDARDS ARE PROPRIETARY OF BHEL. IT MUST NOT BE USED IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY. ALL SUPPLIERS SHALL FURNISH NDAs (NON-DISCLOSURE AGREEMENT) AGAINST USE OF DOCUMENTS FURNISHED BY BHEL TOWARDS UN-AUTHORIZED USE EXCEPT FOR THE PURPOSE IT HAS BEEN FURNISHED.



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27	A. SETTLEMENT OF DISPUTES & ARBITRATION: I. ALL QUESTIONS/INTERPRETATIONS REGARDING SUBJECT MATTER OF THE CONTRACT SHALL BE DECIDED BY THE PURCHASER ON THE REQUEST OF THE SELLER AND THE DECISION OF THE PURCHASER SHALL BE FINAL. II. IN CASE OF DISPUTE, STEPS SHALL BE TAKEN BY THE PARTIES TO THE CONTRACT TO SETTLE THE SAME THROUGH NEGOTIATIONS. III. IN CASE, DISPUTE IS NOT SETTLED IN NEGOTIATIONS, IT SHALL BE REFERRED TO CONCILIATOR APPOINTED BY THE COMPETENT AUTHORITY OF THE PURCHASER. IV. IN CASE DISPUTE IS NOT SETTLED IN CONCILIATION PROCEEDINGS, THE SAME SHALL BE REFERRED TO ARBITRATION AS PER CORPORATE GUIDELINES OF THE PURCHASER AND THE ARBITRATION PROCEEDING SHALL BE CONDUCTED AS PER PROVISIONS OF THE ARBITRATION AND CONCILIATION ACT, 1996 READ WITH CORPORATE GUIDELINE AS AMENDED FROM TIME TO TIME. V. THE SELLER SHALL CONTINUE TO PERFORM THE CONTRACT, PENDING SETTLEMENT OF DISPUTE(S). B. JURISDICTION: ALL DISPUTES OR DIFFERENCES ARISING OUT OF OR IN CONNECTIONS WITH THE CONTRACT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURT AT VARANASI (U.P.) ONLY.
28	SPECIAL NOTE FOR BIDDERS: THE QUOTATION SHOULD BE FROM PRINCIPAL / ORIGINAL EQUIPMENT MANUFACTURER ONLY. THE OFFER OF THOSE OEM, AUTHORIZING THEIR TRADER / DEALER / DISTRIBUTOR TO QUOTE AND TAKE ORDER IS LIABLE FOR DISQUALIFICATION. SINCE BHEL PREFER TO DEAL DIRECTLY WITH OEM AND NOT THROUGH DEALER / TRADER / DISTRIBUTOR OF OEM, THEREFORE, OEM MUST DIRECTLY QUOTE, TAKE ORDER AND DELIVER THE MATERIAL UNDER THEIR GUARANTEE / WARRANTEE.
29	I. FOLLOWING DOCUMENTS SHOULD BE ENCLOSED AND ADDRESSED TO DGM(FINANCE), BHEL, HERP, TARNA, SHIVPUR, VARANASI-221003 FOR PAYMENT PURPOSE: (a) 03 (THREE) COPIES OF GST INVOICES (b) COPY OF GR/LR. (c) TEST CERTIFICATE AND GUARANTEE/WARRANTEE CERTIFICATE AND PDI REPORT, IF APPLICABLE. (ONE COPY). II. FURTHER TO ABOVE, 02 (TWO) COMPLETE SETS OF DOCUMENTS (COPIES OF ABOVE MENTIONED DOCUMENTS AT SL. NO. 01 SHALL BE SENT FOR PURCHASE AND QUALITY DEPARTMENTS. ORIGINAL COPIES OF TC, GC, PDI REPORTS & OTHER QUALITY PAPERS SHALL BE ATTACHED IN THE SET OF DOCUMENTS FOR QUALITY DEPARTMENTS.
30	GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS: THE REVISED GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS ARE AVAILABLE ON BHEL WEBSITE AT "www.bhel.com" on "SUPPLIER REGISTRATION PAGE". RESPECTIVE BIDDERS / SUPPLIERS MAY REFER THIS BEFORE QUOTING AS PER THEIR REQUIREMENT. ACTION AGAINST THE DEFAULTED SUPPLIERS/ CONTRACTORS' SHALL BE TAKEN AS PER THESE GUIDELINES ONLY.
31	VENDOR MUST FOLLOW THE SEQUENTIAL DELIVERY SCHEDULE i.e. ITEMS TO BE SUPPLIED IN SUCH A MANNER THAT THE PURCHASE ORDER HAVING OLDER DELIVERY SCHEDULE SHOULD BE SUPPLIED EARLIER AND PURCHASE ORDER HAVING LATTER DELIVERY SCHEDULE TO BE SUPPLIED LATTER. IF ANY VENDOR DOES NOT FOLLOW THE SEQUENTIAL DELIVERY SCHEDULE ESPECIALLY FOR SAME ITEM, BHEL MAY ACCOUNT FOR THE ITEM IN SEQUENTIAL MANNER OR MAY RECOVER THE FINANCIAL IMPLICATION.
32	VENDOR MUST VISIT OUR WEBSITE www.bhelherp.com REGULARLY FOR ENQUIRY/PO/CLARIFICATIONS/FOR ANY LATEST UPDATES.
33	ALL ABOVE ACCEPTED TERMS & CONDITIONS SHALL BE PART OF PURCHASE ORDER WITH OR WITHOUT MENTIONING IN THE PO/CONTRACT BASED ON YOUR ACCEPTANCE AND OFFER SUBMITTED.
34	THE BIDDER ALONG WITH ITS ASSOCIATE/COLLABORATORS/SUB-CONTRACTORS/SUB-VENDORS/CONSULTANTS/SERVICE PROVIDERS SHALL STRICTLY ADHERE TO BHEL FRAUD PREVENTION POLICY DISPLAYED ON THE BHEL WEBSITE http://www.bhel.com and www.bhelherp.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.
35	Important Instruction: I. VENDORS ARE REQUESTED TO QUOTE THEIR RATE WITH DESCRIPTION MENTIONED IN THE ENQUIRY CONSIDERING ALL TECHNICAL TERMS & CONDITIONS OF THE ENQUIRY. ALSO RATES QUOTED SHOULD BE EXACTLY AS PER SL. NO. OF HARD COPY OF THE ENQUIRY (IF ENQUIRY HAS BEEN FLOATED THROUGH CONVENTIONAL MODE) OR AS PER SL. NO. APPEARING IN THE e-Procurement PORTAL (IF ENQUIRY HAS BEEN FLOATED THROUGH e-Procurement) ONLY. IT MUST BE FOLLOWED UP TO AVOID CONFUSION AT LATER STAGES. ALSO RATES TO BE SUBMITTED BOTH IN NUMERICS AS WELL AS IN WORD. IN CASE OF DISCREPENCY, RATES SUBMITTED IN WORDS SHALL BE CONSIDERED FOR FURTHER PROCESSING. II. DOCUMENTS SUBMITTED WITH THE OFFER SHOULD BE SIGNED AND STAMPED IN EACH PAGE BY AUTHORIZED REPRESENTATIVE OF THE BIDDER. III. IN CASE OF PDI, VENDOR SHALL RAISE ONLINE INSPECTION CALL IN ONLINE INSPECTION PORTAL/INTIMATE BHEL IN WRITING (WHERE INSPECTION IS IN BHEL HERP SCOPE) AT LEAST 01 WEEK IN ADVANCE OR AS MUTUALLY AGREED PERIOD ABOUT THE DATE AND PLACE AT WHICH GOODS WILL BE READY FOR INSPECTION. IV. PURCHASER OR HIS AUTHORIZED REPRESENTATIVE SHALL BE ENTITLED TO CARRY OUT SURVEILLANCE INSPECTION OF MATERIAL AND WORKMANSHIP AT SELLER'S PREMISES OR AT HIS SUB-CONTRACTOR'S PREMISES AT ALL REASONABLE TIMES DURING EXECUTION OF THE CONTRACT. SUCH INSPECTION, EXAMINATION AND TESTING, IF MADE, SHALL NOT ABSOLVE THE SELLER FROM HIS OBLIGATIONS UNDER THE CONTRACT. V. SUCH PRE-DISPATCH INSPECTION, EXAMINATION AND TESTING, IF MADE, AT VENDOR'S WORKS SHALL NOT ABSOLVE THE SELLER FROM HIS OBLIGATIONS TO MANUFACTURE/MACHINING THE GOODS UNDER THE CONTRACT. IF DEFECTS ARE FOUND AT LATER STAGE, IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO REPLACE/RECTIFY THE SAME.
36	IMPORTANT CLAUSE FOR GST: INPUT TAX CREDIT OF GST CAN BE AVAILED BY BHEL ONLY WHEN THE MATERIAL HAS BEEN PHYSICALLY RECEIVED AND GST INVOICE IS IN POSSESSION OF BHEL. THEREFORE, SUPPLIERS SHOULD ENSURE THE FOLLOWING IN RESPECT OF POS ISSUED BY BHEL: i. GST INVOICE SHOULD CONTAIN ADDRESS, GST NO. AND PAN NO. OF BHEL AS WELL AS OF SUPPLIER. APPLICABLE HSN CODE OF



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THE MATERIAL SHOULD BE INDICATED IN THE GST INVOICE.

- ii. THREE COPIES OF GST INVOICE AND LORRY RECEIPT MAY BE DESPATCHED ALONGWITH SHIPMENT OF THE GOODS IN ORDER TO AVOID ANY DELAY IN AVAILING INPUT CREDIT BY BHEL.
- iii. DECLARE SUCH INVOICE IN HIS GSTR-1 RETURN FOR THE MONTH OF DESPATCH OF MATERIAL.
- iv. PAYMENT OF GST TO STATUTORY AUTHORITIES WITHIN PRESCRIBED TIME.

IN CASE GST CREDIT IS DELAYED /DENIED TO BHEL DUE TO NON OR DELAYED RECEIPT OF GOODS AND OR TAX INVOICE OR EXPIRY OF TIMELINE PRESCRIBED IN GST LAW FOR AVAILING SUCH ITC OR ANY OTHER REASON NOT ATTRIBUTABLE TO BHEL, GST AMOUNT SHALL BE RECOVERABLE FROM VENDOR ALONG WITH INTEREST /PENALTY LEVIABLE ON BHEL.

IN CASE SUPPLIERS DELAYS DECLARING SUCH INVOICE IN HIS RETURN AND GST CREDIT AVAILED BY BHEL IS DENIED OR REVERSED SUBSEQUENTLY AS PER GST LAW, GST AMOUNT PAID BY BHEL TOWARDS SUCH ITC REVERSAL SHALL BE RECOVERABLE FROM SUPPLIER ALONGWITH INTEREST LEVIED/LEVIABLE ON BHEL.





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Enquiry Ref No.: **HERP/OT/E-598-18-0041-68-1** Dated 17.07.2018 **Annexure-VIII**

DETAILS OF COMPOSITION OF PART-I (TECHNO-COMMERCIAL BID), PART-II (PRICE BID) & PART-III (Supplier REGISTRATION FORM)

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

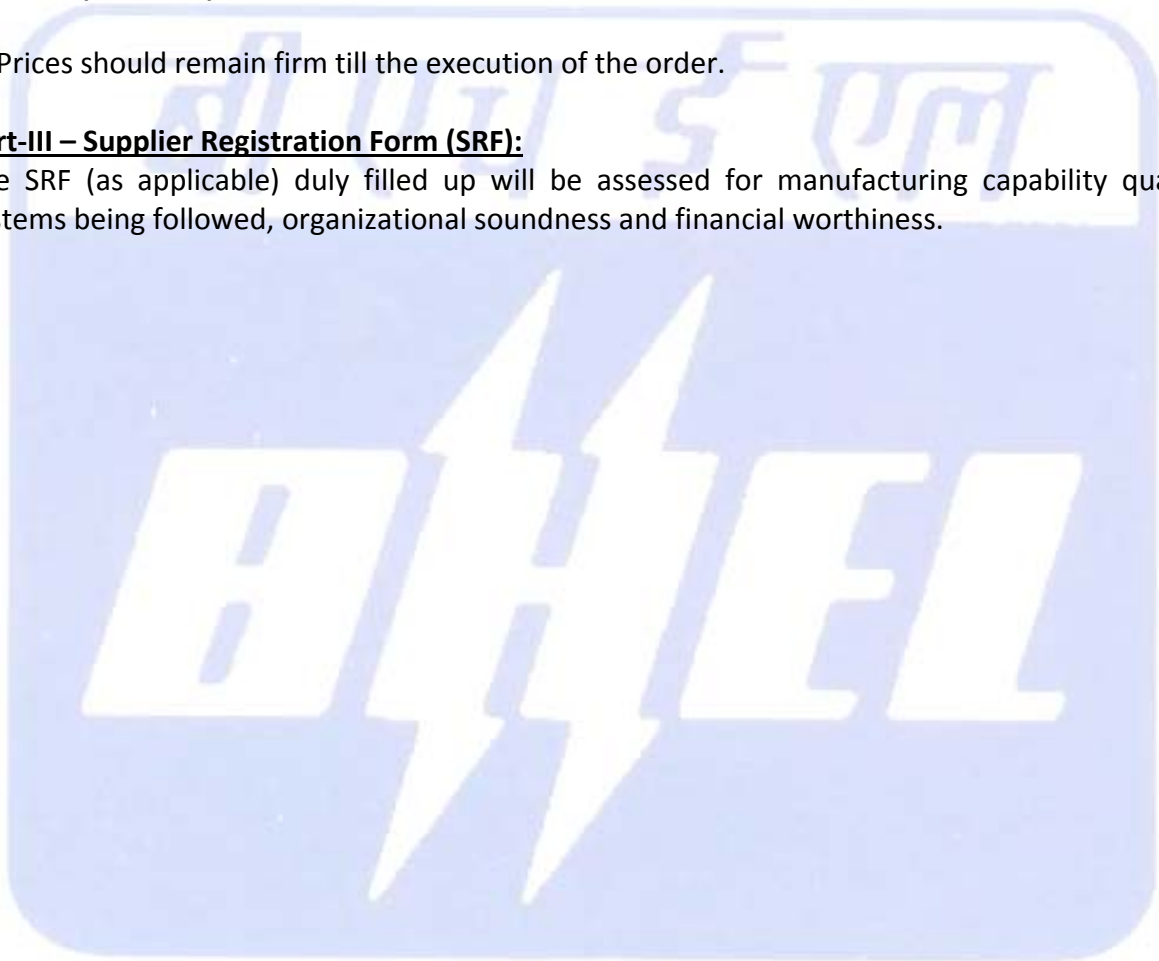
1. Documents in line to PQR.
2. Supplier Registration Form.

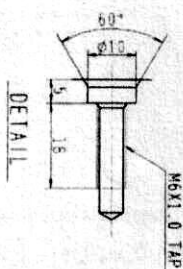
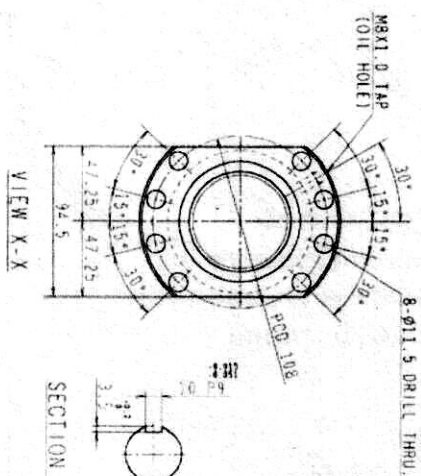
PART –II (Price Bid):

A. Prices should remain firm till the execution of the order.

Part-III – Supplier Registration Form (SRF):

The SRF (as applicable) duly filled up will be assessed for manufacturing capability quality systems being followed, organizational soundness and financial worthiness.





1. MATERIAL: BALL SCREW - C35 (INDUCTION HARDENED), NUT - EN333 (CASE HARDENED)
2. FEMALE THREAD OF BALL SCREW NUT TO SUIT FEMALE THREAD (SIZE: OD 62, PITCH: 10)
3. ALL DIMENSIONS ARE IN MM.

[illegible]

Indep Kumar
02.07.18

PRE-QUALIFYING CRITERIA

Pre-qualifying criteria for vendors for procurement of Ball Screw for CNC Vertical Boring (MARIO) machine at BHEL HERP Varanasi.

Parties should meet the following qualifying criteria to participate in above tender enquiry:

1. The vendor should be manufacturer of ball screw assembly of accuracy grade C1 as per DIN69501 or authorised sales agent of OEM. The authorised sales agent to attach authorisation certificate with current validity along with Technical Bid.
2. The Vendor should have supplied & Commissioned of such type of Ball Screw to any central/ State government organization/ Enterprise/Undertaking/ Private Limited Company in a period of last 05 years from the date of floating of NIT. Party must attach copy of relevant PO or Work Order along with Technical Bid as proof of meeting PQC Criteria.

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Guidelines for Indian Agents of Foreign Suppliers

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BHEL shall apply for registration in the registration form in line with SEARP.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainership being paid by the principal to the agent before the placement of order by BHEL.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 **Disclosure of particulars of agents/ representatives in India, if any.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offers:
 - 2.1.1 The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by BHEL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
 - 2.2.2 The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.
 - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BHEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of a named sum.

This format is applicable only to Indian Suppliers/ Agents supplying indigenous portion of Foreign Purchases.

* In all other cases, extant guidelines of SEARP, 2016 are to be followed.

SEARP (SRF) Clause No	Detail
	Name & address of the firm
1.0	Products/ Systems / Services being considered for
2.0	General Information
2.2	Name of Chief Executive
2.3	Details of authorized signatory
3.0	Ownership Information
3.1	Type of firm
3.2	Nature of Business • Attach authorization letter and agency agreement from Principal (from whom capital equipment is procured) • Attach copy of declaration from Foreign Principal for total guarantee/ warranty of indigenous supplies
3.3	Year of establishment
3.4	Year of commencement of business
4.0	Registration particulars
4.1	Permanent Account No.
4.2 / 4.3	Sales Tax / TIN no
4.6	Service tax no. (in case of E&C)
5.0	Organisational strength
6.0	Other particulars
6.1	If the company is already registered with other units
6.2	Directors/ Partners, if related to any BHEL Employee
6.9	If any Ex BHEL Personnel employed by the Company
6.12	Details of pending legal issues with BHEL
6.13	Bank Account information
9.0	Financial information
9.6	Sales/ Turnover details of last 3 years (or from the date of incorporation whichever is less)