

## MATERIALS MANAGEMENT

**Tender Ref:** OT/120/70/90 KN/Socket cap/TE 1900238

### NOTICE INVITING E-TENDER (NIT)

**(NOTE: BIDDER MAY DOWNLOAD/ UPLOAD THE TENDER / OFFER FROM/ON BHEL E-PROCUREMENT PORTAL → <https://bhel.abcprocure.com>)**

**Sub:** Contract for supply of different ratings of SGI Caps for IP Jagdishpur from experienced suppliers of SGI Socket Caps for Porcelain Insulators.

**Dear Sir,**

BHEL desires to enter into supply Contract for procurement of different ratings of SGI Caps with experienced suppliers of such items of as per BHEL Drawings and Purchase Spec JP-PS-12-0002/NT Rev 00 dtd 31/08/18 (Latest Revision) for disc insulators. The approximate requirements of SGI Socket Caps are as detailed below:

| Sl No | Description         | Drg No            | Unit Wt (kg) | Quantity ( Nos) | Weight ( MT ) |
|-------|---------------------|-------------------|--------------|-----------------|---------------|
| 1.    | 70/90 KN Socket Cap | 3-980-14-27110/02 | 1.4          | 25000           | 35.00         |
| 2.    | 120 KN Socket Cap   | 3-980-14-17110/06 | 1.5          | 60000           | 90.00         |

**Total = 125.00 MT**

You are requested to refer our tender documents as enclosed and submit your offer for the same within due date as mentioned below:

| EVENT                                              | SCHEDULE                                                              |
|----------------------------------------------------|-----------------------------------------------------------------------|
| Last Date & Time for receipt of tender             | Date : 6 <sup>th</sup> Sept 2019 (Friday)<br>Time : 13:45 hrs ( IST ) |
| Tender opening date & Time (Techno-Commercial bid) | Date : 6 <sup>th</sup> Sept 2019 (Friday)<br>Time : 14.00 hrs ( IST ) |

Offers are invited in two part bid system :-

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A) Part-A: TECHNO-COMMERCIAL BID - The filled up Pre-qualification Techno-Commercial bid format and Third Party Non-Disclosure Agreement Format B) PRICE BID: Price bid for individual items -item wise AS PER E TENDER PRICE BID FORMAT from reputed & experienced bidders through E-procurement portal <https://bhel.abcprocure.com> only for the supply of socket cap. ***The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the contract on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.***

***The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com>. No Hard copy bid/ bids through email/ fax shall be accepted.***

### ❖ Procedure for Submission of Tenders:

Procedure for Submission of Tender is available in the “Bidder Manual for BHEL Bidders” at E-tender portal <https://bhel.abcprocure.com> . Terms and conditions mentioned therein shall form integral part of the NIT and bidders shall abide by the same.

#### **a) Hardware and Software requirements for participating in e-tender:**

1. Computer with good internet connection (Minimum 256 kbps).
2. Operating system should be Windows Vista / Windows 7 and above.
3. Web Browsers : IE 9.0 (32-bit Browser only) & above, Mozilla Firefox up to version 51(32 bit/64 bit) , Google chrome 20.0 to 41.0.
4. System Access with Administrator Rights
5. Digital Certificate : To participate in an e tender, you need to have a class II/III Digital Signature Certificate (DSC) for signing & Encryption (Required both digital signature certificate : Signing & Encryption) of bids issued by any of the valid Certifying Authorities (Approved by Controller of Certifying Authorities) in India. Valid Digital Signature Certificate (DSC) must be installed in a computer system from where you want to access the website.

**For detail please refer the website under the link: <https://bhel.abcprocure.com>**

#### **b) M/s E-Procurement Technologies Limited Helpdesk Contacts:**

During normal business hours, helpline maintained by the service provider e-Procurement Technologies Limited is available for clarifying any doubts of supplier/s. The helpline numbers are provided in the e-procurement website.

- ☐ Mr. Swapnil Hamilton, Support Executive, Ph: +91 7940270549, e-mail ID: [swapnil.h@eptl.in](mailto:swapnil.h@eptl.in)
- ☐ Mr. Hardik Oza, Support Executive, Ph: +91 7940270560, e-mail ID: [hardik.oza@eptl.in](mailto:hardik.oza@eptl.in)
- ☐ Mr. Ankur Bhatt, Support Executive, Ph: +91 7940270590, e-mail ID: [ankur.bhatt@eptl.in](mailto:ankur.bhatt@eptl.in)
- ☐ Mr. Prashant, Asst. Manager – Implementation & Support, Ph: +91 7940270545, e-mail ID: [prashant@eptl.in](mailto:prashant@eptl.in)

**Note :**1.) Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage ([www.bhel.com](http://www.bhel.com) -->Tender Notifications ☐View Corrigendum) & on e-tender portal <https://bhel.abcprocure.com> and not in the newspapers. Bidders to keep themselves updated with all such information.

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2.) The user should complete all the processes and steps required for bid submission including vendor registration (if required). The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. BHEL and M/s. e-Procurement Technologies limited will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the purchaser for processing.

3.) Before uploading scanned documents if any, the bidders shall sign and affix office seal on all the statement, documents, certificates uploaded by him, owning responsibility for their correctness/authenticity.

Kindly note that if you are registered under MSMED Act 2006, confirm the same in your quotation and submit the latest valid certificate for Micro, Small & Medium Enterprises (MSME) and for the SC/ST ownership, If any for availing benefits as per the act.

In case L1 vendor is not a Micro & Small Enterprise, 15% purchase preference will be given to the other participating MSE vendor for ordering up to 20% of the tender quantity, provided the MSE accepts the counter offer of L-I Price. In case of more than one such MSE's, the share of 20% will be distributed among them proportionately

4% of our total procurement is earmarked for procurement from Micro and Small Enterprises owned by SC/ST & women. In the event there is no participation from such MSE, the same shall be met through other MSE's (Copy attached MSE/2016-17).

Vendors will be given due opportunity to comply with BHEL requirements in a time frame in case there is any non-compliance in the original quote.

.The tender meeting our **PRE QUALIFICATION TECHNO-COMMERCIAL** requirements will be considered for price bid opening at a later date for which eligible vendors will be intimated in due course. "BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer 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.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/contractors (as available on [www.bhel.com](http://www.bhel.com)).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price envelope sealed price) thus obtained. The bidder having submitted this



# Bharat Heavy Electricals Limited

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*offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.*

*If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).”* **“Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL”**

With Regards

Rana Rashmirathi  
Dy Manager(MM)



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## Annexure-A

### General terms and conditions

The following are the general terms and conditions for the supplies of different ratings of SGI Socket cap to the enclosed BHEL Drawings and Purchase Specification Purchase Spec JP-PS-12-0002/NT Rev 00 dtd 31/08/18 (Latest Revision) to BHEL- IP Jagdishpur under the supply contract 2019-20.

1. **Scope of supply:** SGI socket caps are to be supplied in black condition in cast, neatly fettled, shot blasted and tested for cracks by MPI method dry/wet process without galvanizing in conformation to the requirements of our latest revised BHEL drawings & purchase specification Purchase Spec JP-PS-12-0002/NT Rev 00 dtd 31/08/18 (Latest Revision)
2. **Quantity variation wrt to tender quantity:** Quantities mentioned in the tender are only indicative & projected figures are based on anticipated orders on BHEL. The quantities mentioned are not guaranteed order quantity or the limit for procurement during the contract period(**Till Dec 19**). The actual procurement/ orders during the contract period shall vary based on requirement w.r.t. orders with BHEL.
3. **Price:** The rates finalized for the contract shall be valid till month of **January 2020** with effect from release of contract for supply. The contract shall have provision for further extension on same terms & condition for mutually agreed period with the mutual consent of both the parties. The rates quoted for the item shall be on "**per piece**" basis. For any discrepancy in writing, only the price written in words will be considered. **Validity of the offer shall be minimum 90 days.**
4. The rates finalized will be subjected to price variation as per the PV clause stipulated in the Tender. A PV formula as detailed in this annexure below will be adopted to take care of fluctuating input cost of raw material. **Ceiling will be plus or minus 20% of unit price.**
5. **Inspection for vendors:** The routine inspection & acceptance testing for the supplied material shall be done at BHEL in line with purchase specification Purchase Spec JP-PS-12-0002/NT Rev 00 dtd 31/08/18 (Latest Revision). However BHEL reserves the right to make pre-dispatch inspection of material at vendor's place.
6. **Delivery terms:** F.O.R Destination- BHEL IP Stores Jagdishpur.
7. **Rates, Duties, and Taxes:** : In the price bid, basic price and present applicable taxes should be clearly mentioned. During reverse auction, the rates quoted shall be on COST TO BHEL basis as detailed in guidelines for cost to BHEL calculation sheet (**Annexure-B**) without unloading charges. The rates shall be exclusive of unloading charges but inclusive of freight & Insurance. Duties and taxes applicable on date shall be explicitly mentioned. The taxes & duties will be paid extra as applicable on the date of supply.

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8. **Payment Terms, For Indian vendors:** Normally, payment shall be made within 45 days for MSE vendor and 90 days for other vendors from the receipt of material at BHEL stores along with relevant documents (Invoices, Test certificates & reports) and test bars. Payment will be made only through NEFT.

9. **Capacity:** The projected requirement for BHEL has been given in the tender. Vendors should indicate/ confirm their monthly capacity to supply separately to each unit of BHEL. Vendor's capacity to supply per month implies vendor's ability to supply such quantities of items meeting the quality requirements and delivery schedules. Vendors shall intimate only such capacity that can be allocated to BHEL and not their total capacity. Also they should provide the following details in a separate annexure;

- Melting capacity
- Pouring capacity
- Heat treatment capacity
- Fettling capacity (Including outsource if any)
- MPI capacity

To enable smooth supply of caps for our monthly requirement, vendors are expected to have following minimum monthly capacity for supply to BHEL units **irrespective of the % of order placed on them.** The tender not meeting the minimum monthly capacity as below is liable for rejection.

### For indigenous vendors:

| BHEL-Unit     | Description of Socket Caps | Unit Wt of Cap | Minimum monthly capacity Requirement. |             |
|---------------|----------------------------|----------------|---------------------------------------|-------------|
|               |                            | Kg             | Nos.                                  | Weight (MT) |
| IP Jagdishpur | 70/90 KN Socket Cap        | 1.4            | 10000                                 | 14.00       |
|               | 120 KN Socket Cap          | 1.5            | 20000                                 | 30.00       |

10. **Lead/ Delivery time, Indigenous vendors:** Maximum lead-time of 45 days will be given for ordered quantities which shall be limited to vendor's indicated monthly capacity i.e. Vendor will be given total of 45 days from the PO date to execute the order quantities of vendor's indicated monthly capacity. However, if the quantity in a single PO exceeds the indicated monthly capacity, 30 days time shall be given for the delivery of each subsequent quantity of monthly capacity. **Lead Delivery time for foreign vendors:** Maximum lead time of 90 days will be given for ordered quantities which shall be limited to vendor's indicated quarterly capacity i.e. Vendor will be given total of 90 days from the PO date to execute the order quantities of vendor's indicated quarterly capacity. However, if the quantity in a single PO exceeds the indicated quarterly capacity, 90 days time shall be given for the delivery of each subsequent quantity of quarterly capacity.

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11. **LD Clause:** In case of delayed delivery beyond the date specified in the PO, penalty @ 0.5% of the order value per week up to a maximum of 10.0% will be levied on the defaulting quantity for the delayed period. Date of receipt of material at BHEL stores will be considered as delivery date.
12. **Risk Purchase Clause:** BHEL at its option will be entitled to terminate the contract and purchase elsewhere at the risk and cost of the supplier either the whole of the goods or any part which the supplier fails to deliver within the stipulated time. The supplier shall be liable for any loss, which BHEL may sustain by such risk purchases. The loss will be recovered from the vendor's outstanding bills with the concerned unit or any sister unit.

$$\diamond \text{ Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work/ Supply (\*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (\*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

**In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero)**

13. **ACCEPTANCE TEST SAMPLES:** All testing samples required as per the sampling plan mentioned in the purchasing specification JP-PS-12-0002/NT Rev 00 dtd 31/08/18 shall be taken from the supplied lot & deducted from the supplied lot quantity. Payment shall be made for net accepted quantity (after deduction of testing samples as per plan & rejections). The tested samples shall not be returned to vendor.
14. **ACCEPTANCE & REJECTIONS:**
  - A. The routine inspection & acceptance testing of material shall be done at BHEL IP in line with purchase specification JP-PS-12-0002/NT Rev 00 dtd 31/08/18. Materials not meeting the requirement of drawing & purchase specification will be summarily rejected. However BHEL reserves the right to make pre dispatch inspection of materials at vendor's place.
  - B. The castings supplied are subsequently galvanized before assembling to make the finished product. The rework or rejection during galvanizing for defects attributed to vendor's manufacturing process, noticed at the time of galvanizing process by galvanizing sub-contractors will be treated as valid first-party rejections. The same shall be either replaced free of cost or payment towards rework will be adjusted from vendors pending bills. **If such rejection is more than 5.0 % of supplied lot, the cost of galvanizing (including Zinc cost) will be debited to supplier's account.**

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- C. To maintain optimum storage area the rejected lots should be lifted by vendor on his own cost within 45 days notice, failing which BHEL shall charge Rs. **1000/-** per MT per week up to a maximum of 10 % of invoice value of material and same shall be recovered from their pending bills. However minor rejections should be lifted once in a year failing which BHEL will have no liability for such material.
15. The lowest price received through sealed bid/ Reverse Auction need not be commercially acceptable lowest price and BHEL reserves the right to NEGOTIATE the same. The price negotiations if considered necessary will be done with L1 bidder only.
16. BHEL reserves the right/option to REFLOAT the tender if L1 price is not the lowest acceptable price to BHEL.
17. **Distribution of Load Share:** The load will be distributed to eligible vendors for in the ratio as indicated below:
- 120 KN Socket cap** : Among two most competitive vendors in the ratio of **60:40**. In case no other vendor accepts the counter offer of L-1 price the total 100% of the NIT quantity will be given to L-1 bidder.
  - 70/90 KN socket cap** :- Full load (100 % ) to L1 bidder.
18. **Performance during contract execution:** The orders will be placed during the contract period on vendors for eligible share from time to time for actual requirement subjected to clause No.17. The loading of order share on the vendors will also be subjected to their performance ratings (Quality rating, Delivery rating & Service rating) for the supplies made during the contract period. The vendors with higher declared capacity with consistence good performance will be preferred over poor performing vendors and encouraged with more order share. In case of breach of contract or any issue which hampers the successful execution of contract, the business dealing with the vendor may be suspended in line with the extant guidelines of BHEL and also on the following ground.
- Supplier does not honour his own offer or any of its conditions within the validity period.
  - Rejection of three consecutive supplies due to reasons attributed to suppliers (Once a lot is rejected, is reworked/segregated and accepted, it still constitute rejection)
  - After placement of order, supplier fails to execute a contract.
  - Supplier fails to settle sundry debt account, for which he is legitimately liable, within one year of its occurrence.
  - Supplier performance rating falls below 60%.
  - Supplier works are under strike/ lockout for a long period.
19. Each of our purchase order specifies the drawing number and revision number clearly. SGI caps to the drawing of the latest revision number only will be accepted. BHEL will have the option to defer the supplies of any purchase order with a notice period of 20 calendar days.

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20. In case of unsatisfactory performance of quality / delivery BHEL will have right to discontinue the contract in part or full.
21. In case of rejection of material, BHEL may deform/destroy the rejected lot before returning to the bidder.
22. Appropriate care has to be taken while shipping SGI caps to avoid transit damages / losses. In the event of any damages/losses, the supplier is liable to replace the goods. Care has also to be taken to avoid mixing of different ratings of cap during shipment.
23. **Validity of the supply contract shall be considered as the last date for placement of PO.**
24. Acknowledgement of BHEL Stores shall be only legal document towards receipt of material.
25. The vendor will have to follow all the legal and statutory requirements and BHEL norms. BHEL will not be responsible in any way if the vendor is fined or penalized due to non-fulfillment of these requirements by any government agency.
26. **Arbitration:** Settlement of dispute, if any arises, at anytime between the BHEL and the vendor upon or in relation to or in connection with the vendor, the same shall be referred to the sole arbitration of the Head of the concerned BHEL unit or to person appointed by him. The award of the arbitrator shall be final and binding on both BHEL and the vendor
27. **Legal Jurisdiction:** In case of any legal proceedings, area of jurisdiction will be Lucknow, UP
28. **Suspension of Business dealings with BHEL :** "the guidelines for suspension of business dealing or available on Website:-<http://www.bhel.com> and will be guiding criteria in case of any misconduct / default / use of illegal means etc. is re-sorted by vendor / contractor. The details of different type of default / misconducts or available in guidelines.
29. **Fraud Prevention Policy:** "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:-<http://www.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."
30. A copy of Conditions of Purchase (Indigenous) is attached herewith. In case vendor wins the bid, these conditions of purchase are to be met up the extant not contradicting with the terms and conditions stipulated above ( i.e. General Terms and Conditions of Tender ).
31. **The tender not meeting the above conditions may not be entertained.**

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### Price variation formula for socket caps

The rates finalized will be subjected to price variation as per the PV formula indicated below. Price variation computed in Rs/Kg will be applied for each of the item prorated. Unit weight casting as indicated in BHEL drawing will be applicable for calculation.

Basis for fixing indices/ Base rates:

Base of Data: Joint Plant Committee (JPC) constituted by Govt. of India

Material Base: Pig Iron (Cast)/ Foundry grade

PV Formula:

Price variation in Rs per Kg of casting wt = 1.15 (Difference in Pig Iron rate)  
= 1.15 (Pi – Po)

Pi : The average rates of preceding month of scheduled date of dispatch or actual date of dispatch as evidenced from the tax invoice, whichever is lower.

Po : The average rates of preceding month of date of tender opening.

**Note : Rate shall be exclusive of GST at Delhi.**

#### **Operation of PV Clause**

- Consolidated PV bills to be submitted once in a month.
- Conversion of increment Rate per kg into unit price for each item to be made based on BHEL drawing weight.
- Negative PV amount will be recovered from the vendor's outstanding bills.
- If no bills are available, party to issue cheque/DD or direct NEFT transfer in BHEL account for the same.

#### **ANNEXURE B Guidelines for calculation of Landed Cost/ cost to BHEL- For Indian Vendors**

| S/N | Description                                         | Example        | Results (Rs)  |
|-----|-----------------------------------------------------|----------------|---------------|
| A   | Basic price per piece including Freight & Insurance | 97.80          | 97.80         |
| B   | GST                                                 | 18.0%          | 17.60         |
| C   | <b>Sub total of above</b>                           | <b>(A+B)</b>   | <b>115.40</b> |
| D   | GST Benefit                                         | 18.0%          | 17.60         |
|     | <b>COST TO BHEL</b>                                 | <b>( C-D )</b> | <b>97.80</b>  |



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## Annexure- D

### Declaration for Reverse Auction

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

**Sub: Declaration for Participation in Reverse Auction (RA)**

**Ref: NIT/Tender Specification No: OT/120/70/90 KN/Socket cap/TE 1900238**

We declare that we will participate in Reverse Auction (RA) if BHEL decides for that instead of opening the sealed envelope/ E-Procurement Portal Price Bid, submitted by us. We have read all the guidelines of reverse auction available in tender enquiry as well as on www.bhel.com portal. We also declare that during reverse auction:

❖ We will submit online sealed bid less than or equal to of our envelope sealed/ E-Procurement Portal price bid already submitted to BHEL along with the offer.

We also declare to submit the "Process Compliance Form" (to the designated service provider) as well as "Online Sealed Bid" in the Reverse Auction, in case BHEL decides to go for that.

Yours Faithfully,

(Signature, Date & Seal of Authorized  
Representative of the Bidder)

Date:

Place: