1. <u>Inviting Tenders</u>

Bid submission in two part, Part-I: Pre-Qualification and Techno-commercial bid and Part-II: Price bid are hereby invited for manufacture of Hoppers as per relevant TDC/Matl Standards/Drgs and bill of materials and enclosed technical documents. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at **<u>https://bhel.abcprocure.com</u>**. **Offers in any other mode will not be accepted.**

a) The bidder would be required to register on the e-procurement market place **<u>https://bhel.abcprocure.com</u>** and submit their bids online. **Sealed cover bids / e-Mails / FAX / Manual offer will NOT be accepted.**

b) The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

c) The user should complete all the processes and steps required for bid submission. 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.

d) Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

Bid		Documents required
Part-I	Techno-Commercial Quotation in response to tender enquiry no. **1920-131E dt. 29.02.2020**	As per check list
Part-II	Price Quotation in response to tender enquiry no. **1920-131E dt. 29.02.2020**	Price bid

Quotations shall reach us by 1400 Hrs (IST) on due date. **<u>Kindly ensure that signed copy of Integrity Pact is attached in Part-I</u>**. **Techno-Commercial bid shall be opened at 1530 hrs (IST) on due date.**

For finalizing prices, BHEL may go in for opening of sealed price bids (Part-II) or conduct reverse auction.

Price bids/Reverse Auction of only those bidders shall be opened/conducted who qualifies in Pre-Qualification and techno-commercial (Part-I) evaluation. Date shall be informed.

<u>Please submit all the documents/confirmations as per checklist. This will facilitate quick evaluation and early finalization of tender.</u>

In case overseas suppliers route their offer through their accredited selling agents, a letter of authority should be furnished mentioning the name and address of their selling agents who are authorised to bid, negotiate and conclude a Contract on their behalf. This letter should be sent before the tender submission otherwise bid will be considered as unsolicited bid.

Pre-Qualification terms for participating in the tender:

1. **Vendor have to submit pre-qualification documents as per annexure A.**

G1.2 INSTRUCTION TO BIDDER (In case of E-Procurement)

Interested bidders/Suppliers shall submit their offer through e-Procurement mode at **https://bhel.abcprocure.com**. **Offers in any other mode will not be accepted.**

For Enterprise Procurement System (EPS) Bidders/Suppliers are requested to follow these steps:

a. Requirements

1. Computer with good Internet Connection.
2. Operating System should be Windows Vista / Windows 7 and above.
3. Web Browsers: Internet Explorer 9.0 (32-bit Browser only) & above

b. Mandatory Requirements:

Suppliers interested for registration for BHEL Open Tenders should have a valid DSC (Digital Signature Certificate) before Proceeding forward for Registration. Herein a Valid DSC refers to 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 Unregistered Suppliers in EPS:

Procedure for Online Registration in EPS for Open Tender Suppliers for BHEL. Please follow the below steps for registration: -

1. Click Register Button (Top of the Screen).
2. Please input your organization PAN No (in case of Indian supplier) or select your “country” in case you are an overseas Supplier.
3. Select Units to participate in.
4. Fill up Company details.
4. Key in your desired login id If you have registered by keying in PAN No. then your desired login id will be prefixed by "OTI", In case of **overseas suppliers it will be also prefixed with "OTI"**.
5. Fill in the Captcha code & agree to the terms & conditions and privacy policy of this website and click SUBMIT.

Once the above steps are completed, contact to M/s eProcurement Technologies Limited for ID Activation. M/s e Procurement Technologies limited, Ahmedabad will activate your ID within 2 business hours. After registering, follow the steps provided in "For Registered Supplier" to view RFQ.

NB: - 1 BHEL Administrator or user will have no role for approving Registration and Open Tenders and DSC for any supplier who has registered himself from the front END which is in case of OT.

For Registered Supplier in EPS:

1. Supplier visits EPS home page

2. Supplier Login in with their user id and password
3. Search the RFQ ID and views it.
4. Attaches themselves to the RFQ by clicking the “I/We wish to participate”.
5. Supplier fills the bid template and makes necessary attachments
6. Supplier submits their bid by clicking Sign, Encryption & Save button.

In any problem is faced by supplier while login/registration in EPS (**https://bhel.abcprocure.com**) and any other assistance, please contact the support team of M/s e Procurement Technologies limited, Ahmedabad as per details mentioned in table below: -

Name	Contact Nos.	e-mail ID	Role	Location
Mukunthan	+91 6353215001	Trichy.bhel@eptl.in	Support Executive	Trichy
Swapnil Hamilton	+91 7940270549	swapnil.h@eptl.in	Support Executive	HO – Ahmedabad
Hardik Oza	+91 7940270560	Hardik.oza@eptl.in	Support Executive	HO – Ahmedabad
Ankur Bhatt	+91 7940270590	ankur.bhatt@eptl.in	Support Executive	HO – Ahmedabad
Prashant Rajyaguru	+91 7940270545	prashant@eptl.in	Asst. Manager – Implementation & Support	HO – Ahmedabad
Dharam Rathod	+91 7940270596	dharam@eptl.in	Manager – Implementation & Support	HO – Ahmedabad
Pradip Parmar	+91 7940270532	pradip@eptl.in	Sr Mgr – Implementation & Support	HO – Ahmedabad
Devang Patel	+91 7940270576	devang@eptl.in	Sr Manager – Implementation & Support	HO – Ahmedabad

G2.2. OTHER IMPORTANT INFORMATION RELATED TO E-PROCUREMENT TENDERS

1. The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
2. The user should complete all the processes and steps required for bid submission. 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 on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.
4. On the due date of tender opening, only technical bids will be opened. The opened technical bids will be evaluated by us and clarifications required, if any, will be called for from the bidders on technical and commercial points. If no reply is received from

the vendor for the clarification raised by BHEL with in the final cut-off date, those vendors offer will be processed with the documents available / submitted against this tender. Offers not meeting the required specification and technical condition will be summarily rejected. The price bids of technically suitable bidders will be opened on a later date with prior intimation to techno-commercially suitable bidders.

5. Ranking L-1, L-2 etc. shall be done for individual item for the techno-commercially acceptable offers on landed cost to BHEL, IVP Goindwal basis and BHEL reserves the right to place order for individual items with different vendors. In the event of more than one vendor becoming L1 for the item, the enquiry quantity will be shared equally among all the L1 vendors.
6. BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items where, **L1** price is not the lowest acceptable price; BHEL reserves the right to increase or decrease the tender quantity.

The details of tender items is as per below details:

Sl. No.	Group Code	Item Description	Ref Document	Qty. (MT)
1	**G92110080000**	**Complete manufacture of Transition Hoppers with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope also includes painting as per painting scheme (PS) and delivery of finished goods to customer site. Transit insurance is in the scope of vendor**	**GMS Release No. 1911768 excluding DU No. 33-41**	**2912.96 (+/- 30%)**
2	**G92110090000**	**Complete manufacture of Conical Hoppers with vendors own raw material procured from BHEL Approved Material Suppliers , as per BHEL drawings and customer MQP. Scope also includes painting as per painting scheme (PS) and delivery of finished goods to customer site. Transit insurance is in the scope of vendor**	**GMS Release No. 1910761& 1911068**	**1285.36 (+/- 30%)**

The tender quantity given above is tentative only. The actual ordering quantity may vary by any percentage. **Also kindly note that material codes given above are codes which represent a group (e.g material code/group code 'G92110080000' represents transition Hoppers. These material/group codes are generated for e-tendering purpose only. Actual PO will be released as per material codes given in sample "list of items".**

2. **PRICE BASIS**

G3. PRICE BASIS

a. The reimbursement of GST portion of invoice shall be released only upon: -
   1. vendor declaring such invoice in his GSTR-1and
   2. receipt of goods and Tax invoice by BHEL and
   3. Confirmation of payment of GST thereon by vendor on GSTN portal.

4. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

Since ITC can be availed only when BHEL is in possession of GST Tax invoice and after receipt of goods. Thus, vendor to ensure timely dispatch of goods and Tax invoice. It may be noted that in case of any delay in receipt of Tax Invoice and/or receipt of goods, the ITC availment by BHEL will get delayed thus entailing additional cash outflow & may even get denied if ITC availment timelines are breached.

Further ITC can be availed only when vendor has declared such invoice in his outward supply Return GSTR-1 and after GST thereon has been paid by him at the time of filing of monthly Return.

b. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied / leviable on BHEL.

c. In case vendor 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 lTC reversal as per GST law shall be recoverable from vendor/contractor alongwith interest levied / leviable on BHEL.

d. Any GST liability arising on BHEL under Reverse Charge (RCM) before actual receipt of goods and/ or Invoice thereof would be subject to recovery of Interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of Invoices and other conditions specified in GST Law as applicable.

e. Order of enquiry item sl. No. shall be maintained in the quotation.
f. The rates quoted shall be firm and fixed. No price variation is proposed and allowed
g. Rates quoted should be F.O.R Patratu Site. If bidder has quoted Ex Works, loading shall be done as per BHEL discretion for tender evaluation.

2a. Rates shall be quoted on **INR per MT basis** & on FOR Patratu Site.
2b. Comparison shall be made on landed rate per MT to BHEL for deciding L1 offer.
2c. Un-loading of material at Patratu Site shall be arranged by BHEL site.
2d. In case of disputes/errors/difficulty in interpretation of rates mentioned in figures, rates mentioned in words shall be taken as final.
2e. Order of enquiry Sl. No. shall be maintained in quotation.
2f. Price variation clause (PVC) is not applicable for this tender.

Variation in taxes or any other statutory levi’s during contractual delivery period shall be to BHEL’s account.

3. <u>VALIDITY OF OFFERS:</u>

The offers shall be kept open for acceptance **<u>for 90 days</u>** from the date of opening of the tender. In case of extension of tender opening date, the validity shall be suitably revised.

4. SCOPE OF SUPPLY:

The broad scope of work in respect of all the rate schedules includes:

Procurement of raw materials and consumables like electrodes, Paints etc., from approved raw material sources, as per the raw material Specifications/ Technical Delivery conditions (TDC's)/QP, and quantities as per Drawings/ GMS (Group Manufacture specification).Raw materials and paints are to be procured with relevant Test Certificate (TC) and these have to be submitted/ produced in original during inspection. Any test both destructive and non-destructive if required will have to be carried out by the vendors at their own cost. All such reports in original will have to be submitted during inspection. Vendors also shall verify the materials & TC to comply with the QP

For raw material substitutions requested by vendor if there is increase in weight, no cost escalation will be considered. Drawings/GMS shall not be revised.

Fabrication of components shall also be according to the drawings/Quality Plan (QP)/ Quality Work Instructions (QWI) / customer approved quality plan.

Heat treatment, NDT, other testing works as called for in PO/Drawings/QP/QWIs, wherever Necessary, shall be carried out through BHEL approved vendors. In case there is no approved agency near vendor works, vendor to locate suitable agency and get them approved from BHEL before commencing the job. The Vendor shall have in house LPI, MPI facilities (equipment's and qualified personnel) Surface preparation & Painting shall be as per the quality documents.

Measuring tapes shall be duly calibrated from NABL approved Labs.

Providing the necessary facilities, gauges, instruments, etc. for carrying out the testing & inspection by customer/BHEL/BHEL nominated agency as per BHEL's QP/PO/Drawings.

All handling charges till completion of fabrication & despatch up to destination is in Vendor's Scope. All costs towards testing & inspection including Customer/ BHEL/ BHEL nominated agency as per BHEL's QP/PO /Drawings.

Transportation of finished components to Patratu site and obtaining of acknowledgement from respective BHEL site incharge.

The Surface preparation and painting as per the project's painting scheme (NTPC Painting scheme is attached herewith).

Bidder will submit TPI (Third party inspection) report to BHEL IVP after TPI inspection. Then based on TPI report, BHEL will give dispatch clearance and then only the material shall be supplied to the site by bidder. It may take up to 5 days for clearance. Along with clearance, BHEL will send DU material code in addition to PO/item material code. These DU material codes along with PO/item material code have to be printed in the packing list. The packing list will be a part of invoice only and is important document in order to identify the DU at Site.

Vendors have to get the get welding Procedure Specification approved from BHEL or any authorised agency. Welding to be carried out by Qualified Welder and as per BHEL Approved Welding Procedure Specification (WPS). The welder qualification and welding procedure (as per relevant attached document) shall have to be done by QC / BHEL or by their authorized appointed agency. The cost of any approval on this account is in the scope of vendor.

Only the right kind of electrodes shall be used as called for in the Drawings/ QP/ Procedure/ standard etc. Any other work to be carried out other than the requirements of Drawings / QWIs shall have the prior approval of BHEL.

Calibration status shall be displayed at the Vendor's Works in a conspicuous location.

The scope of work is further detailed in subsequent clauses.

5. Special requirements:

The finished product shall be cleaned as per the approved Quality Plan as per Sec I & Sec VII and painted with primer and finish paint as per Sec IV (i.e NTPC Approved painting scheme) with paints procured from our approved paint manufacturers as per attached list**.**

The Project name, Work Order No., Number off, DU Number, Weight, and Vendor Code number shall be legibly stencilled for identification and despatch as may be advised.

After painting and stencilling, suitable packing should be made, according to the job size. Loose pieces should be sent only in packages of appropriate size which is in the scope of vendor .

Identification on parts shall be made on the Flanges / Angles. Match marks on parts shall be hand punched and stencilled. Identification of Structures shall be hand punched and stencilled. Vendor Code number shall be punched using letter punch and bordered suitably for identification.

Machined / drilled surfaces shall be protected with rust preventive oil. Weldable areas are to be applied with weldable primer.

In case any complaint is received from site regarding poor quality of product including painting issues, the concerned vendors shall be asked to rectify within a short time or else BHEL may arrange rectification through alternate agencies and recover from the vendor for all the connected expenditure involved in repair / rework. Vendors shall not absolve their responsibility even beyond normal warranty period, irrespective of the fact that the product had been inspected by BHEL/QC/AIA or any other agency. If a proper cleaning and painting process is followed, the painting should withstand for 5 to 8 years even if exposed to severe / corrosive atmosphere and hence vendors cannot absolve their responsibility even beyond normal warranty period, irrespective of the fact that the product had been inspected by BHEL/QC/AIA or any other agency. In order to avoid such penalties, the vendors are advised to follow the established process of cleaning/blasting and painting.

6. <u>DELIVERY SCHEDULE:</u>

The finished goods should be delivered **within 105 days** from the date of placement of PO. Orders will be placed as per the supply commitment given in the techno-commercial offer by the bidder and as per the loading criteria given in the clause 12.

The finished components have to be despatched as per the despatch priority issued by BHEL at the time of purchase order placement.

Vendors have to arrange for despatch of the finished goods either in Trucks or Trailer/ Hydraulic axles for safe delivery through their transport carriers. Safe delivery of the goods to Project authorities is in the scope of the vendor. Any Deviation/ discrepancy of the materials received at site, if any shall have to be rectified or replaced by vendor. If the same is not rectified/replaced by the concerned vendor, the same will be rectified /replaced by BHEL and the cost incurred shall be recovered from the vendor.

Loading of finished goods on Truck / Trailer including packing, lashing wherever required for safe transportation is in the scope of the vendor..

As soon as the despatches are made, vendors have to submit scanned copy of LR, DC and GST Invoice to BAP/Ranipet. Vendor has to arrange for site Acknowledgment of the finished goods in good condition after due verification

Vendor should get their clarifications (wrt. Engg drawings, Material substitutions, quality procedural clarifications) resolved within 15 days from the receipt of Drawing / PO. This 15 days time is included in delivery period of 105 days. Any delays in raising query will have to be accommodated by the vendor within the PO delivery date.

7. DETENTION CHARGES:

The detention charges shall be payable @ Rs.1500/- for trucks (A1, A2, A3 and D) per vehicle per day and Rs. 2500/- for Trailers (C1, C2, C3) per vehicle per day. These detention charges shall be applicable beyond a period as below:

DAY OF ENTRY + DAY OF EXIT

Detention of transporter's vehicle because of non- compliance required documents and packing slip will be natural and BHEL will not be responsible for such abnormal detentions. Immediately on reaching the site, transporter shall have to inform the reaching/site entry date. In case they are not allowed inside the site/works, then they will inform through email, and, GPS data shall be provided by the transporter.

The vehicle should report at SITE for unloading from 10:00 Hrs to 15:00 Hrs. If the vehicle reports after 15:00 Hrs. the date of reporting shall be taken as next working day for the purpose of payment of detention charges. However, in such cases transporter will have to submit proof of entry and exit timings of vehicle in the site.

Sl. No.	Truck Category	Detail
1	A1 Category	Smalls Up to 5.5 MT
2	A2 Category	5.5 MT to 7MT
3	A3 Category	7MT to 15MT

4	D Category	Mini Truck Load up to 5 MT
5	C1 Category	Above 15MT – 21MT
6	C2 Category	Above 21MT – 27MT
7	C3 Category	Above 27MT – 35MT

8. ACCESS TO MANUFACTURING PREMISES:

While Purchase Orders placed on the vendor are under execution, authorized representatives of BHEL shall be allowed free access to the manufacturing facilities for the purpose of inspection or monitoring the progress of purchase orders. This access will also be extended to representatives of BHEL's customers accompanying the authorized representative/s of BHEL, if our contractual requirements with our customers call for the same.

9. TERMS OF PAYMENT:

The weights in Group Manufacturing Specification (GMS) shall be the basis for calculating the total requirement of raw materials for fabrication. However, vendor shall correlate all the drawings & GMS and take into consideration a suitable process allowance over and above this, for procurement of raw materials. For the purpose of billing as well as transport, the weight of GMS shall be the basis. Changes in the weight due to material substitution will be carried out by temporary DCN & GMS / PO will not be revised on account of this. However, weight changes due to design change shall be compensated by PO amendment, based on vendor request.

Vendor to ensure that complete set of hopper parts is dispatched after clearance of trial assembly.

a. Due payment against supplies received shall be due after 30 days of receipt and acceptance of material and shall be paid within next 15 days' period. In case of any deviation from standard payment term mentioned, BHEL at its discretion may load on the item price at ''Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening) + 6% shall be considered for loading for the period of relaxation sought by bidders.
b. Documents to be submitted (if applicable)
    i. Tax invoice (Invoice shall be GST compliant and should contains all the required information such as GST No, HSN code etc.)
    ii. Transporter copy along with material/consignment.
    iii. Material Test Certificates (MTC) and
    iv. Compliance Certificate.
    v. Third Party Inspection reports, if applicable.
    vi. Packing Note
c. GST registration number is to be submitted by qualified vendor as per GST law.
d. It is mandatory to mention proper material codes in the invoices and separate invoices to be raised for different POs.
e. ***BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.***
f. ***Conditions relating to release of GST portion:***
   Payment of GST portion will be released to vendor only upon completion of statutory requirement and further subject to following:
   The reimbursement of GST portion of invoice shall be released only upon: -

5. vendor declaring such invoice in his GSTR-1and
6. receipt of goods and Tax invoice by BHEL and
7. Confirmation of payment of GST thereon by vendor on GSTN portal.
8. Above is subject to receipt of goods/service and tax invoice thereof along with vendor
   declaring invoice in his return and paying GST within timeline prescribed for availing ITC
   by BHEL.

- In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied / leviable on BHEL.

In case vendor 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 as per GST law shall be recoverable from vendor/contractor alongwith interest levied / leviable on BHEL.

Attn: SDGM/ MM Department, BHEL, IVP Goindwal Sahib -143422 Distt. Tarn Taran, Punjab –India and to DGM / Finance, <<Same address>>

Above documents should include your Registration numbers such as GST no, PAN no, any other applicable statutory document etc.

BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.
It is mandatory to mention proper material codes in the invoices and separate invoices to be raised for different POs. It is necessary to send MTCs along with material, failing which material will not be accounted for and no receipt will be given. Also RT charges are to be mentioned in same invoice in which material is being supplied. Above documents should include your Registration numbers such as GST no, PAN no. etc.

10. INSPECTION:

a. All required tests (Physical properties, Chemical properties, Heat Treatment, NDE, Visual, Surface finish etc.) as called in referred material standard/BHEL/TDC/drawing etc shall be carried out by vendor at no extra cost. **BHEL may decide to inspect itself/arrange third party at vendors' works itself as and when necessary with prior intimation to the vendor.** No additional charges shall be claimed for such inspections.

b. Surveillance inspection by NTPC/RIO at vendor works (every 10^{th} call).

c. Third party inspection charges will be borne by BHEL. Moreover, all required infrastructure (testing, tools etc) have to be arranged by supplier.

d. **Vendor will give inspection call sufficiently in advance considering the delivery period stipulated in the purchase order**.

e. Material Test Certificates (MTC), Inspection reports and Compliance/Guarantee Certificate are to be provided along with the supplies.

f. Latest applicable revisions of standards/procedures to be referred. International/National standards are to be arranged by vendor.

g. Any inspection carried out before supply by vendor/incoming stage at BHEL not withstanding, if any defect/non-conformity is noted during processing, the same shall be attended/replaced by vendor at no extra cost.

h. Necessary tooling including thread gauges etc have to be arranged by vendor. Only in exceptional cases, based on BHEL discretions item/nature, BHEL may consider request to provide gauges if available with BHEL. But in no case this shall be linked with delivery of material

i. BHEL representative from unit or CQ is authorized to carry out audits along with TPIA at vendor's works before clearing the items for dispatch.

j. The works are deemed to have been completed and accepted, only after the inspector /Agency/Agencies accept/approve the Inspection Report (IR). IR has to be raised as per BHEL.

k. Nevertheless, inspection and acceptance of the component does not absolve the responsibility of the vendors against any manufacturing defects noticed later.

l. BHEL representative from unit or CQ is authorised to carry out audits along with TPIA atVendor's works before clearing the items for despatch wherever required.

11. REPLACEMENT OF REJECTIONS

If the material is rejected due to defective workmanship during inspection or at the time of actual use, within the guarantee period (i.e. as per clause 13), the rejected material shall be replaced by the supplier. Corresponding quantity shall be treated as unsupplied against respective purchase order until replacement is received at BHEL. If the material is found defective and rejected during use for which payment has already been released the rejected quantity shall be supplied free of cost by the vendor within a month of intimation of the rejection by BHEL.

Lifting of rejected material is under Supplier's scope. BHEL will inform related invoice, qty etc to supplier. Supplier is expected to give the plan to lift and advance intimation when visiting to lift the material. Material should be lifted within one month from date of intimation. After one month BHEL will not be responsible for rejected material. BHEL may decide to send the rejected material on To Pay basis to supplier. Any leniency/ unresponsiveness/delay on part of supplier may lead to appropriate action by BHEL. Any request to postpone in written may be considered but replacement should not be linked with lifting of material

Item/s pending in previous PO has to be billed in previous PO only. Otherwise BHEL will be free to adjust the supplies in previous PO. Any implication of GST etc will be on supplier's account. For this it is desirable to reconcile the pending PO statement every month/frequently. BHEL will give pending PO statement every month. This can also be viewed at Portal (http://vis.bheltry.co.in/mm/index.jsp).

12. LOADING:

Tender is done to meet the requirement. For this, BHEL reserves the right to give counter offers to other than L1 vendor except highest bidder.

1. Tender quantity shall be divided in the proportion 60:15:25 (60% for L1, 15% for L2 and 25% for MSE's) in case the L1 vendor is not a MSE subject to following conditions:

I. L2 acceptance of L1 rates.

II. In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be offered 25% quantity of tender quantity at L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. In case of more than one such Micro and Small Enterprise, the supply shall be shared equally. If there are more than one MSE in the price band of L1+ 15% to whom the offer has been sent and some of them reject the offer, then the remaining quantity shall be distributed equally to the MSEs accepting L1 prices.

III. 25% from the 25% quantity (i.e. 6.25% of the tender quantity) offered to the MSE's shall be reserved for MSE's owned by SC/STs. In event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 6.25 per cent quantity for Micro and Small Enterprises owned by SC/ST entrepreneurs shall be met from other Micro and Small Enterprises. 3% from within the 25% quantity offered to the MSE's will be offered to women owned MSE's. Failure to participate by any MSE owned by women; this 3% quantity shall be offered to other MSE's.

IV. In case any MSE vendor does not accept the counter offer, the above mentioned 25% quantity shall be offered to L2.

V. If there is no MSE in the Price band of L1+15% then the 25% quantity shall be offered to L2 vendor.

VI. If other suppliers (other than L1) are not under MSE then 60% quantity shall be given to L1 and 40% quantity shall be offered to L2 supplier.

2. In case if the L1 vendor is MSE then quantity shall be provided as 60 % for L1, 30.75% for L2, 6.25% tender quantity shall be offered to the MSEs owned by SC/ST's in the price band of L1+15% and 3% quantity shall be offered to the MSEs owned by women entrepreneur. In event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 6.25 per cent sub-target for procurement earmarked for Micro and Small Enterprises owned by SC/ST entrepreneurs and 3 per cent sub-target for procurement earmarked for Micro and Small Enterprises owned by women entrepreneurs shall be met from L2 vendor.

3. In case the L1 vendor is MSE owned by SC/ST Women entrepreneur then quantity shall be provided as 60 % to L1 and 40% to L2.

All above offered quantity are subject to acceptance of L1 rates.

In case of non- acceptance of counter offer by any vendor after above applicable provisions the whole quantity would be offered to L1 vendor. All above mentioned preferences shall be given to MSEs and SC/STs only on the submission of documentary evidence in the Techno-Commercial part only.

Above indicated criteria is liable to be monitored/controlled/regulated by BHEL based on supply commitment given by L1 vendor/other vendors, delivery requirement.

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 L1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s)or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

13. PERFORMANCE BANK GUARANTEE (PBG):

All successful bidders have to submit the Bank Guarantee before signing of contract. Bank Guarantee has to be stamped in accordance with stamp act. Purchase Order will be released only after signing of the contract and receipt of PBG as per attached proforma.

The vendor shall warrant that the supplied products comply fully with the drawings and other technical requirements for a warranty period of 18 Months, from the site acknowledgement date of last dispatch. If the supplies are found defective owing to faulty raw material / workmanship /incomplete work, within a period of eighteen months from the date of despatch, the vendor shall make good of it / replace the same free of cost

To cover such eventualities, the vendor shall furnish Performance Bank Guarantee (PBG) @ 2.5% of the PO value.

Validity of PBG: From [the date of submission of PBG] till [date of last dispatch + 18 months (warranty period)] + 90 days (Claim period)

If the vendor does not complete the re-work at project site in time, then the re-work shall be completed by BHEL. Cost of the re-work will be deducted/recovered from PBG or any of the amount due to vendors or from both.

14. LIQUIDATED DAMAGES:

'Time is the essence of the contract'. As such, delivery of goods specified in the Purchase Orders released under the scope this contract shall be made within the time limit prescribed therein. Liquidated damages clause will be applicable for delayed supplies @ 0.5% per week or part thereof subject to a maximum of 10% of undelivered portion.

If any vendor does not accept LD ½% of the supply for each week of delay subject to a maximum of 5%, their offer is likely to be rejected by BHEL and the price bid shall not be opened. Bidders accepting for 10% LD shall not be loaded on account of LD. However bidders who offer any other % LD [between 5% to 10%] shall be loaded @ % deviation from 10% and their accepted %.e.g. If a bidder accepts for a max of 7% LD only, their offer would be loaded @ 3% (10 – 7 = 3).

BHEL reserves the right to receive or not receive material after the due date of PO.

GST at prevailing rate is applicable on LD amount.

Delivery Extensions shall not be entertained for normal cases unless there are delays which have justifiable reasons not attributable to Vendor. In case of amendment in PO, LD will be calculated as per the amended PO

In such cases where the reasons for delay (before PO delivery date) are attributable to BHEL, the vendors are expected to send a request for delivery extension (within PO delivery date) along with supporting documents & justification, indicating the number of days/ date till which extension is required. (Beyond this date, extension shall not be made).

15. RISK PURCHASE:

BHEL shall be entitled to terminate the contract/pending POs at any stage and to purchase elsewhere at the risk and cost of the vendor, either the whole of the goods or any part thereof which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid. Vendor shall be liable for the losses, which BHEL may sustain by way of such risk purchase.

16. SUB-CONTRACT:

The purchase order or any part thereof shall not be sub-contracted, assigned or otherwise transferred without previously obtaining the BHEL's consent in writing.

17. FORCE MAJEURE:

If at any time during the continuance of the contract, the performance in which or in any part by either party of any obligations under the contract are prevented or delayed by reason of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to "an events" then provided the notice of happening of any such event is given by either party to the other within 21 days of the occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of any such event, claims of extension of time shall be granted for periods considered reasonable by BHEL subject to prior notification by the vendor to BHEL of the particulars of the event and supply to BHEL, if required, of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed a waiver of time in respect of remaining deliveries.

18. DISPUTES:

In the event of any dispute and/or difference arising between the Vendor and BHEL as to interpretation and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the sole arbitrator nominated by BHEL. The provisions of the Indian Arbitration Act and the rules there under shall apply to such arbitration. The award passed by the arbitrator shall be final and conclusively binding on all the parties.

19. JURISDICTION:

The court of the place from where the purchase order is issued during the contractual period shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.

20. Integrity Pact:

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

Details of IEM for this tender is furnished below:

Name	Sh. Shri Arun Chandra Verma, IPS (Retd.)
Address	Flat No. C -1204,C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)
Email	acverma1@gmail.com
Name	Shri Virendra Bahadur Singh, IPS (Retd.)
Address	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow – 226010
Email Id	vbsinghips@gmail.com

(b) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

Note:
No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing(procurement) department.

For all clarifications/ issues related to the tender, please contact:

Name: 1) Amit Kumar/Sr. Engineer/MM 2) Sumeet Bansal/Sr.Manager/MM
3) Rakesh Kumar/ SDGM/MM
Dept.: Material Management
Address: 433, industrial complex, IVP Goindwal Dist. Tarn taran Punjab 143422

Phone: (Landline) (1) 01859-224618/15/28
Phone: Mobile (2) 98153-44974/9878006105/9815960461
Email: 1) amit.garg@bhel.in (2)sbansal@bhel.in (3) kumarrakesh@bhel.in
Fax: 01859-222061

21. GENERAL:

a) BHEL will not be bound by any power of attorney granted by the vendors or by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the vendor concerned.
b) BHEL reserves the right to extend the due date of opening, which shall be informed. Validity of offer shall be deemed to be revised accordingly.
c) BHEL reserves the right to accept or reject any part or whole of the tender of a bidder by assigning a valid reason thereof. BHEL reserves the right to cancel the tender without assigning any reason thereof and without any obligation before any commitment.
d) Acceptance of all terms and conditions, in the form of signed copy of T&C or confirmation separately written, shall be submitted along with quotation. If nothing is mentioned, it shall be concluded that terms and conditions are acceptable.
e) BHEL may increase/decrease item/s based on BHEL requirement before price bid opening. Suitable price implication may be asked from suppliers.

f) BHEL may drop item/items from tender at any stage of tender before placing PO. BHEL may also delete PO with consent with supplier within delivery date of PO.
g) After releasing PO, it is assumed that supplier has accepted PO if we do not receive acknowledgement from supplier within 5 days of date of PO.
h) BHEL reserves the right to negotiate with L1 bidder/s of Reverse auction/sealed bid.
i) The Drawings and Technical documents given in this enquiry are the sole property of BHEL. It must not be used directly or indirectly in any way detrimental to the interest of the company.
j) If vendor has mentioned **FOR Punjab** in his quotation, then it will be considered as FOR Goindwal Sahib (Pb.).
k) **Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.**

22. WORDS AND FIGURES:

a. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity}, the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
e. Bids should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else shall be liable for rejection.
f. All overwriting/cutting, etc will be numbered by bid opening officials and announced during bid opening.

23. PREFERENCES FOR MSE's :

Preferences as mentioned in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" shall be given to Micro and Small enterprises.

Main points which are mentioned in the above order are as follows:

- 25% Procurement of the tender value shall be made from MSE (Micro, Small Enterprises) firms.
- 6.25% from the above 25% procurement quantity shall be procured from MSE's owned by SC /ST's. Failure to participate by any MSE owned by SC/ST's this 6.25% quantity shall be procured from other MSEs.

- 3% from within the 25% quantity offered to the MSE'sshall be reserved for women owned MSE's. Failure to participate by any MSE owned by SC/ST's this 3% quantity shall be procured from other MSEs.
- EMD shall be exempted for MSE's. All these benefits are subject to production of all statutory documents
- In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

"MSE suppliers can avail the intended benefits only if they submit along with the offer UAM(Udyog Aadhar Memorandum), attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (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 is 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 officer."

24. BANNED FIRMS:

The offers of the bidders who are on the banned list as 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 website www.bhel.com.

25. 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.

26. <u>CLARIFICATIONS:</u>

The correspondence exchanged against the tender from both tenderer and BHEL through email & through e-procumbent portal are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the patties to the business. In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be bidding on both the parties to the business.

27. <u>REVERSE AUCTION:</u>

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on 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).

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 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).**

28. SUSPENSION OF BUSINESS DEALINGS WITH DEFAULTERS

The offers of the bidders who are under suspension as also the offers 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 **<u>www.bhel.com.</u>**

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. Commitment by BHEL:
BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www. bhel.com and/or under applicable legal provisions

29. DISCLAIMER CLAUSE: (Only for E procurement)

Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (M/s e Procurement Technologies limited) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

30. REFERENCE TO MAKE IN INDIA

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 & 29.05.2019 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT before finalization of contract/PO/WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase Preference and / or local content in respect of this procurement, same shall be applicable.

31. LOI (Letter of Intent)

BHEL may issue LOI prior to the PO for any reason whatsoever. The LOI in such cases is to be treated as PO for all practical purposes and all the Terms & Conditions of the tender shall be applicable from the date of issue of LOI.

32. Vendor Registration:

Vendors interested to have business dealings with BHEL Goindwal can apply for registration through online portal https://supplier.bhel.in/

33. Ordering method

Purchase orders will be released in number of Hoppers to be supplied by vendors to site. However, Single Hopper contains multiple Dispatchable items/units. Details of which will be provided at the time of ordering.

Check List for Tender

Procedure to finalize tender:

- Receipts of quotations (Part-I & Part-II): **By 1400 Hrs on due date**
- Opening of part-I: **By 1530 Hrs on due date**
- Evaluation of part-I of vendors and declaration of price bids opening or reverse auction : **Date shall be announced and informed to all bidders.**

Note: Kindly ensure that each page of document given with quotation is signed by authorized representative of company.