

(SUB-CONTRACTING DEPARTMENT)

PART - A

1. Sealed tenders in two parts; Part-I: Techno-commercial bids and Part-II: Price bids are invited for entering into rate contract vide tender enquiry no. BHEL:IVP:SC:RC53-1617 dated 07.12.16 for machining of valve castings/components on job work basis as per attached Techno Commercial Bid Format.

For Unregistered Vendors

Vendors having Suitable Machinery for the machining of the above mentioned job may only quote in this Tender. Vendor (Unregistered vendor with sub-contracting BHEL IVP Goindwal) needs to provide self-certified machinery detailed list as per attached Techno-Commercial Bid Annexure against each item for which he is quoting and completely filled BHEL's SRF (supplier registration form).

The vendor's SRF and Techno Commercial bid shall be duly evaluated and after Tender committee's recommendation, the bidder will be qualified for Price Bid Opening. BHEL reserves the right to assess type of machinery by visiting vendor's works. Technical Qualification of the bidder will be at sole discretion of BHEL.

The unregistered vendors need to apply for supplier registration at BHEL IVP Goindwal, as per procedure mentioned in clause No. 27.

For Registered vendor with sub-contracting BHEL IVP Goindwal

The firm already registered with subcontracting BHEL IVP Goindwal need not to submit Supplier registration for but needs to provide self-certified machinery detailed list as per Techno-Commercial Bid Annexure against each item for which he is quoting.

The vendor's Techno Commercial bid shall be duly evaluated and after Tender committee's recommendation, the bidder will be qualified for Price Bid Opening. BHEL reserves the right to assess type of machinery by visiting vendor's works. Technical Qualification of the bidder will be at sole discretion of BHEL.

BHEL will not provide any fixture development cost or Tooling cost for machining of items. The vendor has to quote inclusive rates keeping in mind anticipated tenders for same items from BHEL after successful completion of the Order.

The two bids should be submitted in separate inner envelopes duly mentioning the detail as follows:

Bid	Description	Superscription on envelope	Min documents to be submitted
Part-I	Techno-Commercial bid in response to tender enquiry no. BHEL:IVP:SC:RC53-1617 Dated 07.12.2016.	PART-I "Techno-Commercial Bid" Tender Enquiry no. BHEL:IVP:SC:RC53-1617 Dated 07.12.2016. Due date of opening: 28.12.2016 Sender:	Acceptance of all terms and conditions. Taxes applicable, if any, are to be mentioned in this part bid.
Part-II	Price bid in response to tender enquiry no. BHEL:IVP:SC:RC53-1617 Dated 07.12.2016.	PART-II "Price Bid" Tender Enquiry no. BHEL:IVP:SC:RC53-1617 Dated 07.12.2016.	Price bid duly filled prices in numbers and words as mentioned in unpriced bid.

Part-I: Techno-Commercial bid should contain

- Acceptance of Techno-Commercial terms and conditions should be attached next. This can be attached either by signing each page of terms and conditions or a confirmation statement. If nothing is mentioned for any term, it shall be summarily concluded that the same is acceptable and no representation whatsoever shall be entertained later on.

- Unpriced bid, filling all other details except **unit price**.

Both the sealed envelopes should be put in an outer envelope clearly mentioning Tender Enquiry No. and due date of opening & sender's address on it. Quotations shall reach us by 1100 Hrs. on or before 28.12.2016. Sealed tender can be dropped in tender box marked as "TENDER BOX". This tender box is located at entrance of administrative building of IVP Goindwal.

Techno-Commercial bid shall be opened at 1430 Hrs. on same day at Conference Hall IVP Goindwal. For finalizing prices, BHEL will open the sealed price bids (Part-II).

Based on evaluation of techno-commercial offer, Price bid of the bidder who qualifies from techno-commercial evaluation shall be opened. The price bid opening date shall be communicated to bidders who have qualified in techno commercial offer.

Please submit all the documents/confirmations as per terms and conditions. This will facilitate quick evaluation and early finalization of tender.

2. PRICE QUOTATION SHALL BE AS PER UNDER:

- a. The items are to be machined as per drawing number as mentioned in Sub Contract Purchase Order and minimum rates are to be quoted by the Vendor (hereinafter referred as Sub-Contractor) on per piece basis and on FOR Goindwal Basis.
- b. Rates shall be inclusive of all statutory levies applicable.
- c. Excise duty and other taxes, if any, applicable on scrap retained by sub-contractor shall be borne by the sub-contractor.
- d. Contractor should quote rates for each item with retention of cutting/turning/boring/Notching/Piercing of ferrous scrap.
- e. Excise duty/ VAT for materials lying at their works for a period more than 180/90 days resp., whatsoever may be the reason for retention of the material, if any, shall be borne by the Sub-contractor.

3. SCOPE OF WORK:

The scope of work includes machining of castings and other components as per drawing provided. Raw material for machining, i.e., Casting, Bar stock, Plates after gas cutting, etc. shall be provided to the vendor by BHEL. Drawings can be requested by emailing/calling [/sahil@bhelivp.in](mailto:sahil@bhelivp.in) (01859-224669).

4. VALIDITY OF OFFER:

The rate quoted will be valid for 120 days after tender opening for finalization of the Tender.

5. VALIDITY OF RATE CONTRACT:

The contract will be operation for 12 months from date of finalization of rate contract and will be applicable for all orders released during the currency of the contract. However, BHEL reserves the right to terminate the contract earlier also, if the performance of the Vendor is not satisfactory. Based on the rate contract, Sub-contracting POs will be released during the currency of the rate contract. The rate contract can be extended again for next 12 months on mutual agreement.

6. LOADING:

Minimum 50% of tender quantity will be given L1 vendor. Rate Contract will be entered with requisite no. of vendors to ensure that our requirement is met. For this, BHEL reserves the right to give counter offers to others than L1 vendor. Based on acceptance of counter offers by vendors, loading may be done as per following details:

In case any of L1,L2 & L3 vendor is MSE then loading will be as follows:

1. The tender quantity may be divided in the proportion of 50:30: 20 (50% for L1, 30% for L2, 20% for L3).

2. In case of non- acceptance of counter offer by any vendor, the corresponding quantity would be given to L1 vendor.
3. Counter offers will not be issued to Highest Bidder except in case of items where there are less than three qualified bidders.
4. In case L2, L3 and any other bidders have quoted same rates and are also highest bidders, the counter offer may be issued to highest bidders also.
5. In case of only two qualified bidders, the tender quantity may be divided into proportion of 60:40 (60% for L1 and 40% for L2).
6. In case of single bid, the entire tender quantity will be offered to L1 bidder.

In case none of L1,L2 & L3 vendor is MSE then loading will be as follows:

1. The tender quantity may be divided in the proportion of 50:30: 20 (50% for L1, 30% for L2, and 20% for MSE's). The division of tender quantity is subject to following conditions:
 - I. In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent may be offered 20% 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 may 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 may be distributed equally to the MSEs accepting L1 prices.
 - II. 20% from the 20% quantity (i.e. 4% of the tender quantity) offered to the MSE's may 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, 4 per cent quantity for Micro and Small Enterprises owned by SC/ST entrepreneurs may be met from other Micro and Small Enterprises.
 - III. In case any MSE vendor does not accept the counter offer, the above mentioned 20% quantity may be loaded to L3 vendor.
 - IV. If there is no MSE in the Price band of L1+15% then the 20% quantity may be loaded to L1 vendor.
2. In case of non- acceptance of counter offer by any vendor after above applicable provisions, the corresponding quantity would be offered to L1 vendor.
3. Counter offers will not be issued to Highest Bidder subject to MSE clause.
4. In case of single bid, the entire tender quantity will be offered to L1 bidder.

Preference will be given to L1 vendor while loading however, BHEL reserves the right to give load to the vendor subject to his performance rating and existing maximum capacity notwithstanding the fact that sub-contractor is original L1. Initial loading may be altered during the course of contract based on ongoing performance of the sub-contractor.

7. INSPECTION:

- a. Inspection of the finished components will be done at vendor's premises after receipt of inspection request along with dimension report. No deviation unless authenticated by authorized BHEL Officials will be allowed. The inspection request and the dimensional report shall be in the format prescribed by Quality Department.
- b. BHEL reserves the right to carry out inspection at its premises as and when required.
- c. In case of Rework at Sub Contractor's end due to operator fault, the rework shall be carried out by Sub Contractor free of cost.
- d. In case of rejection at Sub-contractor's end due to operator fault, raw material cost along with any other relevant charges will be recovered.

8. DELIVERY OF FINISHED COMPONENTS:

- a. The inspected components shall be delivered at Component Stores along with 4 copies of delivery challan, bearing seal of Main Gate Security and 2 copies of Inspection Report.
- b. Delivery challan should have the details like PO No., IR NO., D1 dim, Component Code and special material description such as WC6/WC9/CF8/CF8M.

- c. Raw material description shall be embossed on the components for materials F6, F304, F316, X20 Chrome, F22 along with Melt No reference in order to satisfy traceability conditions for the components covered under ISO/ CE Marking.
- d. Finished components shall be unloaded in designated area as directed by the Store-keeper.
- e. Finished goods shall be delivered at Component Stores at Sub-contractor's own cost.
- f. The Sub Contractor shall supply the finished components with proper packing arrangement as per below given details:

S. No.	Component	To mention on Component	To write with	Remarks
1.	GV/RV/FV/TOA Valve	D1, Material Code, IR No., & Vendor Code	D1, Material Code & Vendor Code to punch/engrave at the desired location as mentioned by BHEL. IR No. to be written with Permanent Marker/Paint.	
2.	Bonnet, Yoke, Cover, Wedge, Stem	Material Code & Vendor Code	Punching/Engraving	Stems are to be individually wrapped in transparent polythene sheet and material code also to be mentioned on wrapping sheet.
3.	Rough & Welded Seat Ring, Disc, Flap & Back Seat	Material Code & Vendor Code	Permanent Marker/Paint.	In case of WC6, WC9, CF8 and CF8M Rough Material, Material code and material grade (WC6/WC9/CF8/CF8M) are to be punched on Non-Welding area whereas Vendor Code to be written with permanent marker/ paint.
4.	Final Seat Rings, Final Disc, Final Back Seat, Gland Flange	Material Code & Vendor Code	By pasting sticker on each piece Or writing with permanent Marker/Paint.	-
5.	All other jobs (Retainer, Lantern Ring, Speciality, and other Components etc.)	Material Code & Vendor Code	By pasting sticker on each piece Or writing with Permanent Marker/Paint Or making suitable size packets & clearly writing its vendor code and material code on outside of the packed lot in such a way that pieces could be counted from outside the packet.	-

9. **DELIVERY SCHEDULE:**

Vendor shall be required to complete the order as mentioned in PO/LOI/ delivery requirement given through other communications. Further, BHEL may release delivery schedule from time to time based upon our requirement. Vendor shall be required to complete the order as per the BHEL schedule requested.

10. **ISSUE OF RAW MATERIAL:**

- a. Raw materials shall be issued from Main Stores/component stores and cost of transportation shall be borne by the Sub-contractor.
- b. The raw material shall be provided by BHEL as per BHEL drawing with proper machining allowances.

- c. The vendor is required to lift the material within four days of release of PO.
- d. Vendor has to appoint an authorized representative for issue and collect of raw material from BHEL.
- e. If due to any reason, raw material issued to the vendor is more than the required, then the vendor has to return the excess material to the respective stores.
- f. Vendors will have to provide registered email id's and phone no's before material Lifting and and follow up communication will be done through them,

11. ACCESS TO MANUFACTURING PREMISES:

During the currency of the contract and while Sub-Contracting 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 customer's call for the same.

12. GUARANTEE:

Vendor shall give a guarantee of eighteen months from acceptance of material at BHEL for undertaking repairs/replacement of any defect observed during machining/ assembly/ hydraulic testing or subsequent processing notwithstanding the previous acceptance. Entire cost of such repairs/replacement of material will be deducted from any of the running bills/PBG

The components machined as per BHEL drawing should be free of machining/welding/gas cutting/fabrication defects. If the item is found defective after receipt during onward processing at Shop, total cost will be recovered from Sub-contractor as per clause no. 7c & 7d.

13. CONFIDENTIALITY OF BHEL DRAWINGS/DOCUMENTS:

Sub-contractor/s shall ensure confidentiality of BHEL drawings and documents issued to them and shall not pass on the same to any unauthorized agency/person. Violation of the same shall tantamount to cancellation of the contract of the Sub-contractor.

14. BANK GUARANTEE AND SECURITY DEPOSIT:

- a) Sub-contractor will have to execute a Bank Guarantee, in the prescribed format, for a sum of 5% of the value of the maximum materials likely to be in possession of the Sub-contractor at any point of time.
- b) Additionally, Security Deposit shall be recovered at the rate of 5% from running bills of sub-contractors in a calendar year. The Security Deposit shall carry no interest and shall be refundable in next calendar year.

15. INDEMNITY BOND:

Sub-contractor shall have to indemnify BHEL for any loss to BHEL's material in custody of the Sub-contractor against theft or financial liability against funding agency/financial institution or any other loss. The bond is to be executed on non-judicial stamp paper as per the format prescribed by BHEL.

16. TERMS OF PAYMENT:

- a. Due payment against job work done shall be made within 30-45 days from receipt of accepted material at IVP Goindwal and receipt of following documents:
 - i. Two copies of Invoice i.e. Original & Duplicate for Transporter
 - ii. Four Copy of Challan
 - iii. Inspection Report
 - iv. Scrap Accountal statement for retained ferrous scrap duly verified by Sub-Contg. Dept.
- b. The rejected material should also be deposited along with the accepted material through Delivery Challan.

BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.

17. FIRM PRICES:

The contract shall be on the basis of firm prices. No variation in price shall be entertained during the currency of the purchase order.

18. PENALTY AND TERMINATION:

- a) If the Sub-contractor fails to deliver the material or any installment thereof within the period fixed for such delivery or at any time repudiates the purchase order before the expiry of such period, BHEL may without prejudice to the right of the Sub-contractor imposed damages for breach of the Sub-contracting order.
- b) 'Time is the essence of the contract'. As such, delivery of goods specified in the Purchase Orders released under the scope of this contract shall be made within the time limit prescribed therein. Penalty for late delivery will be applicable @ 0.5% per week or part thereof subject to a maximum of 10.0 %.
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).
- c) Withdraw the material and Sub-contract elsewhere without notice to the Sub-contractor, on the account and at the risk of the Sub-contractor, of the components not so delivered. The decision of BHEL in this regard shall be final and binding without canceling the Sub- contracting order in respect of the installments not yet due for delivery, or
- d) Cancel the Sub-contracting order or a portion thereof and if so desired Sub-Contract the materials not so delivered at the risk and cost of the Sub-contractor. If the Sub-contractor has defaulted in the performance of the original order, the BHEL shall have the right to ignore its tender for risk purchase even though the lowest. Where action is taken under this clause, the Sub-contractor shall be liable, for any loss which the BHEL may incur due to the Sub-contractor failure to deliver the component within the period fixed for such delivery.

19. 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.

20. DISPUTES/ARBITRATION:

In the event of any dispute and /or difference arising between the Sub-contractor 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.

21. JURISDICTION:

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

22. SUB-LETTING:

The Sub-contracting order or any part thereof shall not be Sub-contracted, assigned or otherwise transferred. The machining operations cannot be outsourced by the vendor. However special processes such as Heat treatment, chromeplating can be outsourced with prior approval of BHEL.

23. MISCELLANEOUS:

- a) BHEL reserves the right to accept or reject any part or whole of the tender without assigning any reason thereof.
- b) BHEL reserves the right to discontinue any component/change scope of work/assembly as the need arises from time to time during the currency of tender
- c) In case of any loss that might be caused to BHEL due to lapse on the part of the workers deployed by Sub contractor, such loss shall be compensated by Sub Contractor and in this connection, BHEL has the right to deduct appropriate amount from his bills etc. to make good of such loss to BHEL beside imposition of penalty. In case of any deficiencies /lapses on the part of personnel deployed by Sub contractor, BHEL shall be within its right to terminate the contract forthwith or take any other action without assigning any reasons whatsoever.
- d) The quantity mentioned in tender enquiry is Tentative Quantity. The actual quantity may vary from this and is also subject to availability of raw material with BHEL. The scope of machining items may have minor deviations as mentioned in the attached drawings.
- e) The identification and traceability w.r.t. Make/Melt/Heat & Material type of raw material issued to Sub Contractor shall be maintained by him during processing and onward final submitting the components in BHEL Stores. BHEL reserves the right to verify the compositions/mechanical/chemical properties of parent material at any stage of processing at Sub Contractors end and also of final machined components submitted in BHEL stores.
- f) Kindly note that all procurement through open tender will be done through e-procurement only in near future. Therefore all foreign and indigenous vendors participating through open tenders have to buy class-III DSC immediately issued by the certifying authorities in India.

24. DEALING WITH BANNED SUPPLIERS /CONTRACTORS:

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. 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:

- 20% Procurement of the tender value shall be made from MSE (Micro, Small Enterprises) firms.
 - 4% from the above mentioned 20% 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 4% 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).
- *All these preferences are applicable subject to the submission of applicable certificates (i.e. District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises)**
- 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 date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with CA certificate (as per prescribed format 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 I in case of two part bid). Non submission of such documents will lead to consideration of their bids 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 officer.

26. 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.

Necessary Document to be submitted in Part-I:

- Acceptance of all techno-commercial terms and conditions. **If nothing is mentioned for any terms and condition, it shall be concluded that the same is accepted.**
- Un-priced bid with all taxes and duties (extra/inclusive) and % mentioned.

Document to be submitted in Part-II:

Rates per set (no.) mentioned in figures as well as in words. **No other condition shall be mentioned.**

27. SUPPLIER REGISTRATION:

Bidders, who currently are not on registered List of BHEL IVP Goindwal Sahib may submit duly filled format for "Vendor Registration form". The Vendor Registration form is available on BHEL website www.bhel.com. The vendor registration form can be requested by emailing/calling at /sahil@bheliwp.in (01859-224669). Registered vendor with BHEL IVP Goindwal has to mention their Vendor Code. Registered vendor with any other unit of BHEL are also required to mention their vendor code given by respective BHEL unit along with photocopy of latest PO from BHEL unit. Techno Commercially qualified bidder may be asked for submission of supplier registration form.

28. SUPPLIED MATERIAL ADJUSTMENT:

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 Excise, VAT etc will be on supplier's account. For this it is desirable to reconcile the pending PO statement every month/frequently. Vendor can ask for pending PO's from BHEL anytime.

29. REVERSE AUCTION:

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).

Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

- a. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- b. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder for any of the eligible items for which techno- commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- c. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
- d. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- e. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- f. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- g. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non- compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
- h. Reverse auction will be conducted on scheduled date & time.
- i. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- j. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- k. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL’s standard practice.
- l. Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the “Business Rules of Reverse Auction”, which will be communicated before the Reverse Auction.
- m. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
- n. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- o. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

30. **Fraud Prevention:**

“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.”



BHEL
GOINDWAL

Annexure A TERMS AND CONDITIONS FOR ENQUIRY NO. BHEL:IVP:SC:RC53-1617 DATED: 07.12.16 OPENING DUE DATE: 28.12.2016.

31. Submission of signed & stamped documents:

The supplier and bidders while submitting documents in response to NIT/Tender etc. are required to ensure that: "Documents submitted with the offer shall be stamped and signed in each page by the authorized representative of the bidder".

For and on behalf of BHEL

Sahil Malhotra
(Sr. Engr./Sub Contg)

PART – B

SYSTEM FOR PERFORMANCE MONITORING & RATING FOR VENDORS

- The Supplier Performance Rating shall be used for assessing the performance of a supplier in comparison with other suppliers with a view to decide whether or not to continue to procure the products from the supplier if the Supplier Performance Rating is below a certain limit.
- Supplier Performance Rating (SPR):**
Supplier performance shall be assessed taking into account the following main factors and calculated for each consignment / purchase order:

Rating	Weightage
Quality	60
Delivery	30
Service	10
Total	100

2.1 Quality Rating (QR):

Quality rating is based on acceptable quantity of material offered for inspection or delivered by supplier and shall be calculated as:

$$\text{Quality Rating (QR)} = \frac{(Q1 + 0.75 \times Q2 + 0 \times Q3) \times 60}{Q}$$

Q	Quantity inspected
Q1	Quantity accepted
Q2	Quantity accepted with concession/deviation/rectification
Q3	Quantity rejected

2.2 Delivery Rating (DR):

Supplier will be rated on delivery parameters wherein Delivery rating shall be 30 in case of adherence to PO delivery.

For non-adherence to PO delivery (i.e. delay in supply), marks to be deducted in proportion of delay to PO delivery.

$$\text{Deduction} = 30 \times \text{delay in days} / \text{PO delivery in days}$$

$$\text{DR} = 30 - \text{Deduction}$$

Note:

- Delay is calculated as per PO delivery terms.
- In cases, where delay is on account of BHEL in providing raw materials/ tools/ any other input, the delivery shall be extended with amendment to PO.
- In case of rectification/replacement of item, the delivery is to be reckoned from the original supply date.

2.3 Service Rating (SR) 10% Weightage:

The criteria for service rating shall be based on the Demerit factor (negative rating) to be updated by the User/ Quality/ MM (Sub Contg) group. The service rating shall be 10 in case there is no negative feedback against the vendor for the given supply. Else, the service rating should be reduced proportionally based on the Demerit factor.

In case negative feedback (substantiated by documentary evidence) is received from Shop Floor/ Site on the supplies made, at a later date, demerit factor shall be applied again accordingly

Supplier Performance Rating (SPR) = QR + DR + SR

3. Usage of Supplier Performance Rating:

The following action is recommended based on SPR score:-

SPR Score	Grade	Action
>95	A1	BHEL may consider award appreciation/commendation letter
>90 <=95	A	Supplier can be considered for self-certification or for reduced witness points during inspection
>75 <=90	B	No action in normal course. If any deterioration comes to notice on analysis, the supplier may be informed.
>=60 <=75	C	(i) Thorough analysis for identification of areas for improvement (ii) Enquiry to be sent only after concerned MM head approval
<60	D	To be dealt in accordance with the extant guidelines on Suspension of Business Dealings with Suppliers/ Contractors

4. Feed back to suppliers regarding performance rating:

The feedback to the supplier shall be posted every quarter. In addition, the annual SPR rating shall also be intimated to the supplier. In case, the vendor does not contest the SPR ratings within 15 days of the dispatch of SPR rating by BHEL, it shall be construed that the vendor has accepted the SPR ratings provided by BHEL

Part C

SPECIAL TERMS AND CONDITIONS FOR GAS CUTTING JOBS

(IN ADDITION TO TERMS AND CONDITIONS AT Annexure A: “Part A & B”)

A) GAS CUTTING:

1. Rate should be quoted per running Centimeter (RCM) for the respective thickness slabs.
2. Work will be carried out within BHEL Premises.
3. Gas and gas cutting equipment, electrical connection shall be arranged by the Vendor.
4. Facility for handling heavy materials will be provided by BHEL.
5. Vendor will be responsible for fulfillment of all requirements in respect of labor engaged by him, including medical (ESI), insurance, provident fund as applicable and safety, PPEs.
6. Vendor shall ensure adherence of all statutory requirements in accordance with ISO and OHSAS systems.

For and on behalf of BHEL

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Sr.Engr/Sub Contg