

shall immediately bring to the notice of bhel management about Any fraud or suspected fraud as soon as it comes to their notice.”

24. As per existing rule of GST, all material sent for machining shall be returned back before 365 days. In case CFFP, BHEL has to incur any additional cost by way of (a) Payment of GST on full value of job (b) interest on GST amount due to failure on Sub-contractor account, it will be recovered from them. Any change in this rule by Govt. of India from time to time will be applicable.
25. Sub-contractor will have to deposit in advance, all the charges recoverable from them before lifting of material for machining.
26. Risk Purchase: In case of delays in return of material after machining / defective machining or non-fulfillment of any other terms and conditions given in the Sub-Contracting Order by the sub-contractor, the Buyer reserves the right to cancel the sub-contracting order in full or part thereof, and may also make the machining of such material from alternative source at the risk and cost of the sub-contractor.
27. Penalty for Late Delivery: The delivery of the material after machining shall be made strictly as per time limit specified in delivery schedule, failure to supply within this period will make the sub-contractor liable to a penalty of 1/2 (half) percent of the price of the order in arrears per week subject to a maximum of 10% on the SCO (total SCO value). Any correspondence regarding waiver of LD shall not be entertained. In case supplier does not agree for LD clause, BHEL will load maximum penalty under LD clause, to the extent the same is not agreed by the vendor, for the purpose of comparative statement. Where deliveries quoted are not suiting, BHEL may ignore the offer.
28. Vendor has to submit BG/FDR of Rs.1 Lakh from consortium bank & indemnity Bond as required by CFFP/BHEL before lifting of item from CFFP, BHEL.
29. MSE vendors need to declare UAM no. in their offer, failing which they shall not be able to avail the benefits available to MSE's.
30. All the quantity in enquiry may not be ordered, Sub Contractor should be prepared for orders of reduced quantity without any implication on the rate quoted.
31. Job to be machined as per delivery drawing.
32. Sub-contractor will be fully responsible for transportation of material to & from CFFP and also for the period material is lying with them for any theft or damage to the material or for damage to third party.
33. In case of rejection the cost decided by CFFP will be final & binding to sub-contractor.
34. No further sub-contracting to third party or sister concern by the sub-contractor is allowed without prior permission of CFFP, BHEL.
35. **ARBITRATION AND GOVERNING LAW:** All disputes or difference of opinion what so ever that may arise between the company and the Sub-contractor upon or in relation to or in connection with the contract, the same shall be referred to sole arbitration of Head of CFFP, BHEL or such other person as nominated by the Head of CFFP. There will be no objection to any such appointment, or award of the Head of CFFP or the arbitrator so appointed. The award shall be final and binding on the company and the sub-contractor. The arbitration proceeding shall be held at Ranipur, Hardwar. Work under contract shall continue during the arbitration proceeding, unless otherwise directed in writing by the company or unless the matter is such that the work cannot be possibly continued till the decision of arbitration. Provisions of applicable arbitration and conciliation Act. shall apply. Court at Hardwar shall have sole Jurisdiction in the cases arising out of this contract.
36. Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar. The normal loading shall be @ Base rate of SBI (as applicable on the date of bid opening, Techno-commercial bid opening in case of two part bids) + 6%, for the period of relaxation sought by bidders.
37. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

Tender No: FF/SC/22004/202200231
 Item: Guide Vane (Nickel=3.5%-4.5%)
 Drawing No: 1-203-01-20502/M:Rev-B

S.No.	Term	Confirmation/Remark by Vendor
1	Vendor to submit Gross machining charges per KG of chip removal basis in Indian Rupees on FOR CFFP Basis. Transportation of item from CFFP to Vendor's works (To & Fro) shall be in scope and responsibility of Vendor. Transportation and insurance charges shall be borne by Vendor.	
2	Scrap (Chip) generated during machining has to be retained by vendor & same will be treated as sold to vendor by CFFP. Value of scrap and GST on same shall be recovered from the party. Please note that the weights mentioned in tender enquiry are technological weights mentioned for indication only. The actual weight of casting before machining and after machining shall be within +/-10% range of mentioned technological before machining and after machining weight. However, quantum of Scrap for recovery from party shall be calculated on the basis of actual weight basis of casting (Difference of before and after machined weight). Weight measured at CFFP shall be considered as final for calculation of scrap retained by vendor. Recovery of scrap shall be based on actual chip retained by the vendor based on weight measured at CFFP. For Scrap with Nickel Content > 1.5%: Rate of scrap applicable for issue of material in the month of May-2022 is Rs. 115.98 per kg. However please note that scrap rate as on date of lifting of material shall be applicable for orders against this tender. Scrap rate is revised for every month on the basis of content of Nickel in item, JPC Market price for Melting scrap HMS-II for previous month, Procurement price of Nickel metal at CFFP, LME Rate trend of Nickel.	
3	Delivery schedule shall be Within 2 weeks /pc from date of lifting.	
4	Enquired quantity shall be split in following manner: Tender quantity shall be split between L-1, L2, L3 & L4 vendors in following manner L1- 32 no, L2-24 & L3-17 & L4-8 no, on acceptance of L1 rate by L2,L3 & L4 vendors. in the event of non-acceptance of L1 rate by L2,L3 or L4 vendor, L1 rate shall be offered to L5,L-6 & L-7 vendors and so on (As Per Their Ranking in C S) to achieve the objective of 4 vendors for machining. In case L1 rate is not accepted by any of other vendors, then the balance quantity shall be ordered to L1 vendor.	
5	Payment Term shall be: 100% within 30 days after receipt and acceptance of material at CFFP through E-Payment.	
6	Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar. The normal loading shall be @ Base rate of SBI (as applicable on the date of bid opening, Techno-commercial bid opening in case of two part bids) + 6%, for the period of relaxation sought by bidders.	
7	GST amount on service rendered (Gross Machining) shall be reimbursed to sub-contractors on timely filing of online returns and deposit of tax to government account.	
8	Penalty for Late Delivery: The delivery of the material after machining shall be made strictly as per time limit specified in delivery schedule, failure to supply within this period will make the sub-contractor liable to a penalty of 1/2 (half) percent of the price of the order in arrears per week subject to a maximum of 10% on the SCO (total SCO value). Any correspondence regarding waiver of LD shall not be entertained. In case supplier does not agree for LD clause, BHEL will load maximum penalty under LD clause, to the extent the same is not agreed by the vendor, for the purpose of comparative statement. Where deliveries quoted are not suiting, BHEL may ignore the offer.	
9	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno- commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.	
10	Risk Purchase: In case of delays in return of material after machining / defective machining or non-fulfillment of any other terms and conditions given in the Sub-contracting Order by the sub-contractor, the Buyer reserves the right to cancel the sub-contracting order in full or part thereof, and may also make the machining of such material from alternative source at the risk and cost of the sub-contractor.	

11	Vendor has to submit BG/FDR of Rs. 1 Lakh from consortium bank & indemnity Bond as required by CFFP/BHEL before lifting of item from CFFP, BHEL.	
12	Quotation Validity shall be 365 days from the date of tender opening (part-1 bid opening date)(Excluding Tender Opening Date)	
13	MSE vendors need to declare valid Udyam Registration in their offer, failing which they shall not be able to avail the benefits available to MSE's.	
14	All the quantity in enquiry may not be ordered, Sub Contractor should be prepared for orders of reduced quantity without any implication on the rate quoted.	
15	Quotation not in accordance with our enquiry are liable to be rejected.	
16	CFFP BHEL reserves the right to get the material processed from more than one Sub-Contractor.	
17	In the course of evaluation, 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 L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder (s) or their representative (s).	
18	Breaking of Tie for other than L1 status: In case rates quoted by more than one vendor are same then vendors having higher SPR (Supplier Performance Rating) will be considered above in the raking compared to vendor having lower SPR. SPR as on date of tender opening (1st part bid) will be taken for consideration.	
19	Drawing and Standards: All drawings and standards are property of BHEL. They must not be used in any way detrimental to the interest of BHEL and should not be used for any other purpose except to process BHEL's Job.	
20	Vendor should take adequate Insurance cover (Value as per excise challan) for BHEL material issued to them for Job Work.	
21	BHEL, Ranipur Haridwar reserves the right to reject any or all tenders without assigning any reasons thereof, Quotation not in accordance with above instructions and conditions will be disqualified.	
22	Job to be machined as per delivery drawing.	
23	ARBITRATION AND GOVERNING LAW: All disputes or difference of opinion what so ever that may arise between the company and the Sub-contractor upon or in relation to or in connection with the contract, the same shall be referred to sole arbitration of Head of CFFP, BHEL or such other person as nominated by the Head of CFFP. There will be no objection to any such appointment, or award of the Head of CFFP or the arbitrator so appointed. The award shall be final and binding on the company and the sub-contractor. The arbitration proceeding shall be held at Ranipur, Hardwar. Work under contract shall continue during the arbitration proceeding, unless otherwise directed in writing by the company or unless the matter is such that the work can not be possibly continued till the decision of arbitration. Provisions of applicable arbitration and conciliation Act shall apply. Court at Hardwar shall have sole Jurisdiction in the cases arising out of this contract.	
24	No further sub-contracting to third party or sister concern by the sub-contractor is allowed without prior permission of CFFP, BHEL.	
25	In case of rejection, the cost decided by CFFP for recovery will be final & binding to sub-contractor.	
26	Sub-contractor will be fully responsible for transportation of material to & from CFFP and also for the period material is lying with them for any theft or damage to the material or for damage to third party.	
27	The bidder along with its associates/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 bhel Haridwar website http://www.bhel.com and bhel Haridwar 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."	
28	As per existing rule of GST, all material sent for machining shall be returned back before 365 days. In case CFFP, BHEL has to incur any additional cost by way of (a) Payment of GST on full value of job (b) interest on GST amount due to failure on Sub-contractor account, it will be recovered from them. Any change in this rule by Govt. of India from time to time will be applicable.	
29	Sub-contractor will have to deposit in advance, all the charges recoverable from them before lifting of material for machining.	

30	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.	
31	For new vendors not registered with CFFP BHEL, kindly furnish copy of following documents: o Company Name and Address Proof. o GST Number (Scan Copy of Acknowledgement) o PAN Copy o MSME Certificate (UAN, Udyam if Any)	
32	Vendors not registered with CFFP/BHEL should submit online supplier registration form on BHEL portal https://supplier.bhel.in . If registered at any other unit of BHEL, vendor code may be furnished. Please fill the SRF and it is requested to submit the Acknowledgement No./ Application no. of filled SRF along with the offer.	
33	- In case any column is left blank, it shall be deemed to be accepted by vendor. - If any difference is found for any term and condition in the offer and this annexure "A", the terms quoted in this annexure 'A' shall be deemed as final and binding on vendor.	
34	Compliance to MAKE IN INDIA circular issued by Gol (P-45021/2/2017-PP(BE-II) dtd 04/06/2020) and its revision dated 16/09/2020. "For this procurement, the local content to categorize a supplier as a Class I local supplier / Class II local supplier/ Non-Local Supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part II bids against this NIT". All bidders have to confirm about being 'Class-I local supplier', 'Class II local supplier' or 'Non-Local supplier'. Procurement shall be done from Class-I/II Local Suppliers only. Also submit the self declaration certificate alongwith offer. Format for self declaration certificate enclosed with tender enquiry documents.	
35	In line with clause no 9 of order: P-45021/2/2017-PP (BE-II) dated 04.06.2020 and its revision dated 16/09/2020, for the quoted item, kindly mention the details of locations where value addition is made.	
36	Provide name, mobile no. & email address of the contact person.	
37	Inspection of the machined job may be carried out by BHEL at vendor's works before despatch. However final inspection shall be done at CFFP after receipt of job.	
38	Refer Annexure A, C, and other attached annexures for other terms and conditions of This tender enquiry	

Vendor's Sign & Stamp

Tender Enquiry No: FF/SC/22004/202200231
Item: S S Guide Vane (Nickel=3.5%-4.5%)
Drg No. : 1-203-01-20502/M: Rev-B

General Terms and Conditions for Tender enquiry

01. Tender is to be submitted through BHEL E-procurement website <https://eprocurebhel.co.in/> only.

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

- (a) Complete Technical offer
- (b) DETAILS AGAINST PQR REQUIREMENT (if any)
- (c) Acceptance of tender terms by bidder as per attached **Annexures**
- (d) Copy of price Bid (**without price**), this should be replica of part II bid **without price**.

PART-II (PRICE BID)

The price Bid (**with price**) to be submitted as **part II**, for the complete requirement as per tender.

If price bid is not submitted along with the technical bid, the offer will be rejected out rightly. Price bids of only those bidders shall be opened on the date informed by BHEL who will be found techno-commercially suitable as per tender enquiry terms and condition as per BHEL policies.

02. Offer in 2-part bid is required to be submitted by bidder on or before due date. On due date, tender can be submitted up to **1.30 PM** and will be opened at **2.30 P.M.** on same date through e-tender.
03. Please note that late offers shall not be accepted.
04. The vendor should submit their best price at this stage itself and they will not be allowed to revise the price after opening of Part I bid. Any revision / discount given by vendor subsequently on their own after opening of part-1 bid, will be ignored.
05. Bidders to put sign and seal on all the documents. The quotation should be submitted through e-tender before due date and time. Offers received after due time & date shall not be considered.
06. Part-I of the bid shall contain complete item-wise scope of supply as offered vis-à-vis the scope of supply as per enquiry, all commercial terms and conditions etc. It is expected that bidders shall meet all our technical and commercial requirements and shall not deviate from them.
07. Scrap (Chip) generated during machining is to be retained by vendor & same will be treated as sold to bidder by CFFP. Value of scrap and GST on same shall be recovered from the party.

08. CONDITIONS FOR AVAILING MICRO & SMALL ENTERPRISES (MSE's) BENEFITS BY INDIAN BIDDERS

- I. MSE Suppliers can avail the intended benefits only if they submit along with the offer, copy of valid Udyog Aadhaar Memorandum (UAM)/ Udyam Registration certificate. Vendor to declare valid UAM number/ Udyam Registration certificate on e-Procurement portal/ tender, failing which bidder will not be able to enjoy the benefits as per the public procurement policy for MSEs order 2012. Documents as applicable as per Govt. guidelines to be provided.
- II. Any new supplier will be eligible for registration with BHEL as MSE supplier provided Valid Udyog Aadhaar Certificate/ Udyam Registration certificate.

- III. MSE bidders claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.
- IV. MSE bidders where the proprietor is woman, must clearly specify the same in their offer.
- V. In case techno-commercial accepted bidders include MSE source and their prices (based on landed cost – considering quoted prices) are within the price band of 15% w.r.t. L-1 bidder, then BHEL can consider to offer quantities of respective item (rounded off to nearest number) to MSE bidders at L-1 price and in case, more than one MSE bidder is in 15% band and the same is accepted by more than one MSE bidders then offer quantities of respective items will be considered for ordering amongst MSE bidders.
- VI. In case CFFP, BHEL has envisaged two party ordering to for this tender enquiry on 70:30 or 60:40 basis i.e. 70%/ 60% to L1 vendor and 30% 40% to L2, L3,... vendor then
 - a. In case L1 vendor is non MSE vendor then 70%/ 60% will be ordered to L1 Vendor and balance 30% / 40% will be offered to MSE vendors equally.
 - b. In case L1 vendor is MSE vendor then 70% / 60% will be ordered to L1 vendor and balance 30% / 40% to L2, L3, vendor who matches L1 price based on rank i.e. 1st it will be offered to L2 Vendor, if accepted then the same will be ordered and in case not accepted by L2 vendor then quantity will be offered to L3 vendor and so on.
 - c. In case none of the vendor is MSE vendor then normal procedure will be followed.
- VII. In all other cases, quantity up to 25% will be reserved for MSE vendor(s) and following process will be adopted.
 - a. In case L1 vendor is MSE vendor then full quantity to be ordered on L1 vendor.
 - b. In case L1 vendor is non-MSE vendor then 75% will be ordered on L1 vendor and balance 25% will be distributed to MSE vendors as detailed in Clause 26.4 above.
 - c. Out of 25% quantities reserved for MSE vendor, 3% quantity will be reserved for MSE vendor with woman as proprietor/more than 50% shareholder and 6.25% quantity will be reserved for MSE vendor with SC/ST status.
 - d. **In case none of the participating vendor is MSE vendor, normal procedure will be followed.**
- VIII. Cases where CFFP decides to order on 3 vendors then last percentage indicated in the Tender Enquiry will be reserved for MSE vendors.
- IX. While distributing the 25% quantity amongst MSE bidders the decimal points in quantity shall be ignored for all the bidders except the L-1 amongst MSE bidders. Balance quantity after allocating the quantity to other MSE bidders ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) bidder. However, if there are more than one MSE bidder at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the bidder offering favorable terms to BHEL and if the conditions offered are also same then preference will be given to the bidder having high SPR (Supplier Performance Rating) rating.
- X. In case there are more than one MSE bidders (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE bidder with lowest landed cost.
- XI. In case there are more than one MSE bidders (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the bidder with high SPR (Supplier Performance Rating) rating shall be given.

09. The sub-contractor shall follow all the rules & regulation of minimum wages, insurance cover of labour, ESI& PF as per rule. BHEL reserves its right to demand any document at any point of time during the execution of contract.
10. The sub-contractor shall observe all the precautions and safety procedures as required during loading & transportation in factory premises. Also required precaution shall be taken while transportation & operation at their works. Precaution must be taken to ensure that there is no damage or pilferage of the material from CFFP & there is no injury to work man.
11. The sub-contractor shall take adequate steps to prevent any loss or damage to any materials entrusted to him. The sub-contractor shall be liable to pay, to the company, for the damages due to negligence or otherwise in executing the machining work entrusted to him or any other failure or any breach of terms and conditions on the part of the contractor.
12. The Sub-contractor should have sufficient financial resources to meet all expenses & contractual obligation.
13. The Sub-contractor shall be responsible for fulfilling all legal/statuary requirement along with environmental laws. Any loss to the property (belonging to the sub-contractor or the company) or injury to the staff/labour of the Sub-contractor caused due to any reason will be the sole responsibility of the Sub-contractor. Accordingly, the Sub-contractor is advised to take necessary insurance cover. Any liability of BHEL, arising due to Sub-contractor, his staff/labour, materials being handled by him, will be recoverable from the Sub-contractor. Accordingly, the Sub-contractor shall indemnify the company.
14. The Sub-contractor shall ensure valid registration with all the State and Central govt. departments as required by various laws such as ESI, PF etc. & submit copies of the same whenever required.
15. The Sub-contractor shall pay wages to the workmen engaged by him at the rates which shall be not less than the minimum wages applicable under law from time to time. BHEL will not entertain any claim or make any reimbursement for additional burden due to change in wages structure etc. under the law. The Sub-contractor shall also ensure statutory obligations (PF, ESI etc.) & benefits to his workmen as per provisions of law enforced from time to time.

(Jaspal Rawat)
Engineer / Sub-Contracting
CFFP/ BHEL / Haridwar

Item Description

Tender Enquiry No.	FF/SC/22004/202200231	
Item	Guide Vane (Nickel=3.5%-4.5%)	
Drg. No.	0-203-01-20502/M:Rev-B	
Qty & Unit	81	No
Delivery Terms	2	Weeks / Pcs
Before M/cing Wt	1645	KG
After M/cing Wt	1401	KG

SELF-CERTIFICATION

As per Government Public procurement order no. P-45021/2/2017-BE-II dt.15.06.2017 & P45021/2/2017-PP(BE-II) dated 28.05.2018,29.5.2019, 04.6.2020 and amendment dated 16.09.2020, it is hereby certifying that we

.....
.....
(supplier name) are(Class-I/Class-II) local supplier and will meet the requirement of minimum local content of (50%/20%) as defined in public procurement order dated 04.6.2020 for material against Enquiry no.
.....

Details of location at which local value addition will be made is as follows: -

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...

We also understand, false declarations will be in breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the general financial rules along with such other actions as may be permissible under law.

Note:

As per office order P-45021/102/2019-BE-II-Part (1) (E-50310) Dated 04/03/2021, Bidders can't claim itself as "Class-I local supplier/Class-II local suppliers" by claiming the service such as transportation, insurance, installation, commissioning, training & after sales service support like AMC/CMC etc. as local value addition. Bidder offering imported product will fall under the category of Non-Local supplier.

Seal & Signature of Supplier