TENDER DOCUMENT

TENDER ENQUIRY NO.: TE-432 DATE 28.05.2019

FOR

"HOT DIP GALVANIZING OF SOCKET CAPS & BALL PINS AND ZINC SLEEVING OF BALL PINS"



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Fabrication Stamping and Insulator Plant, Jagdishpur
Amethi (UP – 227817)



FABRICATION STAMPING AND INSULATOR PLANT, JAGDISHPUR -227817

DETAILS OF TENDER DOCUMENT

E-Tender are invited in Two Bid from the bidders with sound technical and financial capabilities fulfilling the requirements stated in the tender enquiry.

The duly filled in Techno- commercial bid and Price bid are to be submitted online on BHEL portal (https://bhel.abcprocure.com) only.

The detailed content of tender document are as follows:

Sl. No.	Description
1.0	Notice Inviting Tender (NIT)
2.0	Instructions to Bidder
3.0	Techno-Commercial Bid Format (Annexure-I)
4.0	Techno-Commercial Bid -Qualifying Criteria (Annexure – II)
5.0	Special Conditions of Contract (Annexure III)
6.0	Technical Conditions of Contract (Annexure IV)
7.0	General Conditions of Contract(Annexure V)
8.0	Declaration (Annexure VI)
9.0	Blank Price Bid Format(Annexure VII)
10.0	Third Party Non- Disclosure Agreement (Annexure A)
11.0	Specification No. JP/TP/10 REV 02, for galvanizing (Annexure B)
12.0	Specification No. JP/TP/13/Gen REV 00, FOR Zinc Sleeving (Annexure C)
13.0	Approved Quality Plan (Annexure D)
14.0	Integrity Pact – Annexure E

NOTE:

- 1. Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Modifications, Revisions, etc. to Tender Conditions/ Specifications etc. will be hosted in portal https://bhel.abcprocure.com and not in the newspapers.
- 2. Bidders to keep themselves updated with all such information, bidders are advised to check the said NIT regularly.
- 3. Bidders are requested not to submit the hard copy of the Bid. In case offer is sent through hard COPY/ FAX/ TELEX/ ELECTRONICALLY/ EMAIL/ POST etc. in place of e-tender, the same shall not be considered.
- 4. Also uploading of the rates/price bid in techno-commercial bid will result in the rejection of the bid.
- 5. BHEL shall not be responsible for any delay in submission of bid due to any reason whatsoever. Timely Submission of bid is sole responsibility of bidder only.



FABRICATION STAMPING AND INSULATOR PLANT, JAGDISHPUR -227817

1.0 NOTICE INVITING TENDER (NIT)

E-Tenders in Two Bid are hereby invited for the following work from established, reliable and financially sound bidders meeting our NIT requirements as per detail mentioned below:-

SI. No.	Description	Detail		
1	TENDER ENQUIRY NO. / DATE	TE - 432 DATE. 28.05.2019		
2	BROAD SCOPE OF JOB	Hot Dip Galvanizing of Socket Caps & Ball Pins and Zinc Sleeving of Ball Pins (as per specification provided by BHEL)		
3	VALUE OF CONTRACT EXCLUDING TAX	Rs. 630.69 Lakh (approx.)		
4	EMD (IN RS.) APPLICABLE	Rs. 378500.00 (Three Lakh Seventy Eight thousand Five hundred only) NOTE: One Time EMD will not be considered for this tender MSE vendors will be provided benefits as per MSMED Act 2006.		
5	ISSUE OF TENDER DOCUMENTS	From BHEL portal https://bhel.abcprocure.com Tender documents will be available at BHEL portal https://bhel.abcprocure.com till due date of submission.		
6	DUE DATE & TIME OF OFFER SUBMISSION	Date: 10.06.2019, Time: 13:59 HRS Place: on https://bhel.abcprocure.com		
7	OPENING OF TENDER	Date: 10.06.2019, Time: 14:00 HRS NOTE:(1) In case the due date of opening of tender becomes a non-worlday, then the due date & time of opening of tenders get extended to the next working day. Submission date will not be extended. (2) Bidder may depute representative to witness the opening of tender. However it being an e-tender it shall be opened online.		
8	LAST DATE FOR SEEKING CLARIFICATION	Two days before bid submission due date. Along with soft version also, addressing to contact address given below:- 1. Name: Saurav Kokaria Designation: Sr. Engineer- MM Email: saurav.kokaria@bhel.in , plal@bhel.in Phone: 05361-270140, Mob: 7897523123		
9	LATEST UPDATES	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Modifications, Revisions, etc. to Tender Specifications will be hosted in BHEL portal https://bhel.abcprocure.com and not in the newspapers. Bidders to keep themselves updated with all such information.		
10	TENDER SUBMISSION	on portal https://bhel.abcprocure.com		
11	DURATION OF CONTRACT	ONE (01) year from the date of award of work		

NOTE:

1. Rate Contract will be governed by all statutory requirements amended from time to time, information furnished by the bidder in the tender document & General terms and conditions of the contract of BHEL.



- 2. Tenders without EMD shall be rejected out rightly.
- 3. The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.
- 4. As this tender is an E-Tender and no paper bids will be accepted therefore the scanned copy of the Demand Draft / Banker cheque/BG etc. or the payment receipt should be uploaded in the E procurement portal. Hard copy of the demand draft/ Banker cheque/ BG etc. should reach BHEL FSIP JAGDISHPUR before the due date of tender opening. BHEL shall not be responsible for postal or any other delays in this regard, failing which tender bid may be rejected.



FABRICATION STAMPING AND INSULATOR PLANT, JAGDISHPUR -227817

2.0 INSTRUCTIONS TO BIDDER

2.1 The Bidder has to satisfy the Techno-Commercial Bid stipulated for this Tender in order to be qualified. Price Bids of only those bidders will be opened who will qualify on the basis of the Techno-Commercial Bid Criteria specified in this NIT and date of opening of price bids shall be intimated to such bidders only. BHEL reserves the right not to consider offers of parties under HOLD.

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

2.2 PROCEDURE FOR SUBMISSION OF TENDERS:

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

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

The process of utilizing e-procurement necessitates usage of DSC (Digital Signature Certificate) (Class 3-SHA2- 2048 BIT- SIGNING & ENCRYPTION) and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process. Vendors are also requested to go through seller manual available on https://bhel.abcprocure.com.

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

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

NOTE:

- a) M/s e-Procurement Technologies Limited is also referred as M/s ABC Procure or Service provider, all these terms shall mean same (for understating of bidder).
- b) The user should complete all the processes and steps required for bid submission including vendor registration (if required). The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. BHEL and M/s. e-Procurement Technologies limited will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the purchaser for processing.
- c) Before uploading scanned documents if any, the bidders shall sign and affix office seal on all the statement, documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity.
- d) Vendors will be given due opportunity to comply with BHEL requirements in a time frame in case there is any non-compliance in the original quote.
- e) Before submitting the offer the bidders are advised to carefully go through the terms and conditions. No claim or clarification will be provided after opening of bid and decision of BHEL FSIP on any matter arising due to non-understanding of any term by bidder will be final and binding to bidder. No request of bidder shall be considered after opening of techno-commercial bid.
 - 2.3 PERIOD OF CONTRACT: The rates finalized for the annual rate contract shall be valid for ONE YEAR with effect from release of LOI/WO. The rate contract shall have provision for further extension on same terms & conditions for mutually agreed period with the mutual consent of both the parties.
 - 2.4 PRICE BID: The vendor shall quote only one rate against each item as per price bid format mentioned in RFQ. Price bid for individual items (i.e. Socket Cap, Ball Pin and Zinc Sleeving) group wise as per Price Bid Format Table 1, Price Bid Format Table 2 and Price Bid Format Table 3 should be filled separately

बीएचई एल सिक्ष्महा

BHARAT HEAVY ELECTRICALS LIMITED

FABRICATION STAMPING AND INSULATOR PLANT, JAGDISHPUR -227817

as mentioned in RFQ. The quoted rates will be inclusive of loading /unloading, transportation, galvanizing, Zinc etc.

PRICE BID QUOTING INSTRUCTIONS

- 1. Bidder has to quote rate for all groups and for all items in particular group as mentioned in group as per price bid format.
- 2. Bidder has to quote rate for all four items at Sl.no. 1 to 4 of each group as given in price bid format.
- 3. Bidder should quote rates in column (e) of price bid format which will be provided on e-procurement portal of BHEL. Bidders to quote online rate e1, e2, e3 and e4 as mentioned in Blank Price bid format.
- 4. The rates quoted for Galvanizing / Zinc Sleeving / De-galvanizing /Re galvanizing separately and will be variable and PVC will govern the rate.

Note:

- 1. No extra cost shall be paid by BHEL other than quoted rates except GST/ Taxes/ Duties.
- 2. Any Conditional Price Bid will be liable for out rightly rejection.
- 3. Incase bidder does not quote rate for all groups (i.e. Socket Cap, Ball Pin and Zinc Sleeving) the offered bid shall be rejected out rightly.
- 2.5 EVALUATION OF PRICE BID: L1 will be calculated on **Total Landed Cost to BHEL** of price bid (based on formula provided in Blank price bid) for all groups (i.e. Socket Cap, Ball Pin and Zinc Sleeving) respectively. Individual L1 will be decided for each group (i.e. Socket Cap, Ball Pin and Zinc Sleeving). Landed cost shall be worked out on price quoted excluding GST, Duty & Tax etc. as per formulas provided in Blank Price bid format.

Note:

- The price negotiation, if considered necessary will be done with Item group wise L1 bidder.
- 2. Finalized L1 rates will be counter offered to other vendors for their acceptance/denial.
- 2.6 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall not be considered by BHEL. Bidders are requested to positively comply with the same.
- 2.7 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 2.8 For any clarification on the tender document, the bidder may seek within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 2.9 In the event of any conflict between requirement of any clause of this specification/documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 2.10 The bidder shall upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for Techno-



FABRICATION STAMPING AND INSULATOR PLANT, JAGDISHPUR -227817

Commercial Bid Qualifying Requirements . In case BHEL requires any other documents/proofs, these shall be submitted immediately.

- 2.11 The bidder may have to produce original document for verification if so decided by BHEL.
- 2.12 It may please be noted that guidelines/rules in respect of Suspension of Business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', milestone/ completion certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridge version of extant 'Guidelines' for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "supplier registration page".
- 2.13 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- 2.14 Items details are provided in blank price bid along with tentative annual requirement of each type of crates. These are indicative quantity for each item. However actual quantity may vary considerably depending upon our requirement.
- 2.15 Party will have to follow all the legal and statutory requirements of State and Central Government and other government bodies and their rules issued time to time. BHEL will not be responsible in any way if they are fined or penalized due to non-fulfillment of these requirements .BHEL will cancel the contract, if in case party is found as the violator of any government rules.
- 2.16 BHEL reserves the right/option to REFLOAT the tender if L1 price is not the lowest acceptable price to BHEL.
- 2.17 BHEL will have the option to defer the supplies of any purchase order with a notice period of 7 (seven) calendar days.
- 2.18 In case of unsatisfactory performance of quality / delivery BHEL will have right to discontinue the contract in part or full.
- 2.19 Acknowledgement of BHEL Stores shall be only legal document towards receipt of material.
- 2.20 Raising of bills: Invoice is to be raised invariably in triplicate. All bills are to be sent to Manager (finance, store bills) BHEL FSIP JAGDISHPUR AMETHI UP.
- 2.21 Purchase order no. and date, RR/GR/LR no. and date, particulars of delivery and GST registration no. should be clearly mentioned on all copies of invoices and correspondence pertaining to same.
- 2.22 Wherever the deliveries are in staggered lots (payments are by installments) dispatches are effected in parts, separate invoices should be raised for each consignment.
- 2.23 Payments after receipt and acceptance: Payment shall be made through electronic fund transfer (EFT). Vendor is required to give their name of bank, branch, A/C No, MICR and IFSC in the attached format duly signed by banker. All bank charges shall be charged to supplier's account.
- 2.24 Dispatch documents/advices: Complete set of documents comprise of (a) invoice/bill, (b) packing list, (c) TC/GC, (D) RR/GR/LR, (e) delivery challan in triplicate.



- 2.25 GST shall be payable against presentation of buyer copy invoice/ original bills directly to manager /section in-charge (finance stores bills).
- 2.26 Test/guarantee certificates shall be sent along with the dispatch documents otherwise BHEL-IP reserves the right to test the material and recover the expense from the supplier.
- 2.27 Rejections: The supplier shall arrange replacement repair within one month from the date of rejection intimation / stipulated date (whichever is later) upon failure on supplier's part to comply, BHEL will take whatever appropriate action they may think fit in addition to repair / return of rejected material at the cost and risk of the supplier.
- 2.28 BHEL reserve the right to claim ground rent or auction rejected material not removed by the supplier within three month from the date of rejection intimation.



FABRICATION STAMPING AND INSULATOR PLANT, JAGDISHPUR -227817

3.0 TECHNO-COMMERCIAL BID FORMAT (ANNEXURE -I)

SL	DESCRIPTION	BHEL REQUIREMENT	
NO			
1	SCOPE OF WORK	ACCEPTANCE BY VENDOR	
2	QUANTITY VARIATION	ACCEPTANCE BY VENDOR	
3	PRICE & VALIDITY OF THE OFFER	ACCEPTANCE BY VENDOR	
4	SPECIFICATION FOR GALVANIZING (ANNEXURE B & C)	ACCEPTANCE BY VENDOR	
5	APPROVED QUALITY PLAN (ANNEXURE D)	ACCEPTANCE BY VENDOR	
6	PAYMENT TERMS	ACCEPTANCE BY VENDOR	
7	PERIOD OF CONTRACT	ACCEPTANCE BY VENDOR	
8	LD CLAUSE	ACCEPTANCE BY VENDOR	
9	RISK PURCHASE CLAUSE	ACCEPTANCE BY VENDOR	
10	THIRD PARTY NON-DISCLOSURE AGREEMENT FORMAT	DULY SIGNED AND SEALED BY BIDDER	
11	INTEGRITY PACT FORMAT	DULY SIGNED AND SEALED BY BIDDER	
12	DETAILS OF LITIGATION WITH GOVT. DEPARTMENT, IF	SELF-SIGNED AND SEALED DECLARATION BY	
	ANY	VENDOR	
13	DETAILS OF LITIGATION WITH BHEL, IF ANY	SELF-SIGNED AND SEALED DECLARATION BY	
		VENDOR	
14	ACCEPTANCE TO REVERSE AUCTION (RA) AS PER BHEL	SELF-SIGNED AND SEALED DECLARATION BY	
	NORMS	VENDOR	
15	ACCEPTANCE ALL TERMS AND CONDITIONS OF NIT	SELF-SIGNED AND SEALED DECLARATION BY	
		VENDOR	
16	SIGNED AND STAMPED COPY OF TENDER DOCUMENTS	RELEVANT DOCUMENT AS PER NIT	
	I.E. NIT, ANNEXURES ETC.		
17	WORK EXPERIENCE CERTIFICATE/PO/WO/LOI ETC.	RELEVANT DOCUMENT AS PER NIT	
18	FINANCIAL STANDING THROUGH LATEST I.T.C.C /ANNUAL	RELEVANT DOCUMENT AS PER NIT I.E.	
	REPORT (BALANCE SHEET AND PROFIT & LOSS ACCOUNT)	LATEST I.T.C.C/ ANNUAL REPORT /AUDITED	
	FOR LAST THREE YEARS I.E. 16-17, 17-18 & 18-19	FINANCIAL STATEMENT/CA CERTIFICATE /	
		RECENT D & B OR CREDIT REFORM REPORT	
19	TAXES & DUTIES	TO QUOTE	
20	NAME OF THE FIRM/ COMPANY/ ORGANIZATION ETC.	TO QUOTE	
21	AUTHORIZED REPRESENTATIVE/CONTACT PERSON NAME	TO QUOTE	
22	E-MAIL ID	TO QUOTE	
23	CONTACT NUMBER	TO QUOTE	
24	ALTERNATE CONTACT NUMBER	TO QUOTE	



FABRICATION STAMPING AND INSULATOR PLANT, JAGDISHPUR -227817

25	PAN NUMBER	TO QUOTE
26	GST REGISTRATION CERTIFICATE	TO QUOTE
27	TENDER DOCUMENT COST (IF APPLICABLE)	RELEVANT DOCUMENT AS PER NIT
28	EARNEST MONEY DEPOSIT (IF APPLICABLE)	RELEVANT DOCUMENT AS PER NIT
29	UN-PRICED BID/ BLANK PRICE BID (PRICE BID FORMAT	RELEVANT DOCUMENT AS PER NIT
	WITHOUT PRICES)	
30	MSME STATUS (IF APPLICABLE)	RELEVANT DOCUMENT AS PER NIT
31	TYPE DOCUMENT IN SUPPORT OF MSME (IF APPLICABLE)	TO QUOTE
32	DETAIL OF MSME DOCUMENT (IF APPLICABLE)	TO QUOTE
33	CA CERTIFICATE IN LINE WITH ATTACHED FORMAT (IF	RELEVANT DOCUMENT AS PER NIT
	APPLICABLE)	
34	SIGNED AND STAMPED COPIES OF ANNEXURES (AS	SELF-SIGNED AND SEALED RELEVANT
	APPLICABLE)	DOCUMENT AS PER NIT
35	TOTAL GALVANIZING CAPACITY / MONTH (FOR BHEL)	SELF-SIGNED AND SEALED DECLARATION BY
	(MIN QUALIFYING CAPACITY AS PER NIT)	VENDOR
36	AN UNDERTAKING ON LETTER HEAD THAT BIDDER	SELF-SIGNED AND SEALED DECLARATION BY
		VENDOR
36.A	BIDDER WILL COMPLY WITH ALL STATUTORY	SELF-SIGNED AND SEALED DECLARATION BY
	RULES/REGULATIONS PROMULGATED FROM TIME TO	VENDOR
	TIME BY CENTRAL GOVT./STATE GOVT. OF UP AND LOCAL	
	AREA AUTHORITY OF IA, JAGDISHPUR	
36.B	NOT BLACKLISTED / UNDER HOLD FROM BHEL FSIP	SELF-SIGNED AND SEALED DECLARATION BY
	JAGDISHPUR OR BANNED BY ANY UNIT/REGION/OFFICE	VENDOR
	OF BHEL.	
36.C	NOT GUILTY BY A COURT OF LAW IN INDIA FOR ANY	SELF-SIGNED AND SEALED DECLARATION BY
	OFFENCE INVOLVING FRAUD, DISHONESTY AND MORAL	VENDOR
	TURPITUDE	
36.D	CASE OR CHARGE UNDER INVESTIGATION / ENQUIRY /	SELF-SIGNED AND SEALED DECLARATION BY
	TRIAL AGAINST ME /US, NOR CONVICTION IN A COURT	VENDOR
	OF LAW OR SUSPENDED OR BLACKLISTED BY ANY	
	ORGANIZATION ON ANY GROUND.	

NOTE

- 1. IN CASE OF E-TENDER THROUGH E-PORTAL OF BHEL THIS FORMAT WILL BE IN RFQ BIDDER MUST FILL DATA AS PER NIT REQUIREMNTS
- 2. COPY OF CERTIFICATE TO BE UPLOADED

FABRICATION STAMPING AND INSULATOR PLANT, JAGDISHPUR -227817

4.0 TECHNO-COMMERCIAL BID QUALIFYING CRITERIA (ANNEXURE II)

SI. No.	Description of Qualifying requirement				
1	Galvanizing Capacity / Month (For BHEL FSIP, Jagdishpur) Qualifying Limit: Min Qualifying Capacity of 100 MT/Month (Bidders self-declaration on letter head)				
2	Experience of having successfully completed RC/ Contract/ PO/ WO for any Government department / Public Sector Undertaking/ Reputed Organizations / BHEL for: Similar Work Experience: Any Galvanizing work for metal parts (SGI casting items only) in accordance with IS-2629 Period of Work: Any similar work completed during last 5 years ending 30 April 2019 with minimum executed work value Rs. 30.00 Lakhs.				
	Copy of Purchase orders/ Work Order / LOI will be required as supporting document for work completed will be considered. Equivalent document from the executing authority shall be enclosed along with Techno-commercial bid. In case of experience in other than BHEL/PSU/Govt. Agencies, copy of duly signed TDS certificate (Downloaded from TRACES) from the principal/awarding agency shall be furnished by bidder.				
	FINANCIAL STANDING THROUGH LATEST I.T.C.C /ANNUAL REPORT (BALANCE SHEET AND PROFIT & LOSS ACCOUNT) FOR LAST THREE YEARS I.E. 16-17, 17-18 & 18-19				
3	RELEVANT DOCUMENT AS PER NIT I.E. LATEST I.T.C.C/ ANNUAL REPORT /AUDITED FINANCIAL STATEMENT/CA CERTIFICATE / RECENT D & B OR CREDIT REFORM REPORT AND INCOME TAX RETURN (OF LAST 3 YRS) COPY TO BE ENCLOSED. (IF AUDITED BALANCE SHEETS ARE NOT AVAILABLE, PROVISIONAL TURNOVER CERTIFICATE ISSUED BY PRACTICING CHARTERED ACCOUNTANT WILL BE CONSIDERED.)				
4	Acceptance to Annexure B , Annexure C & Annexure D				
5	Acceptance to LD Clause				
6	Self-declaration (on bidders letter head) agreeing to submit an insurance policy for Rs. 5.00 lakhs favoring BHEL (after award of work) to cover risk of fire, damages and theft etc. for BHEL material.				
7	Self-declaration (on bidders letter head) agreeing to get PGCIL approval (if not approved) within 04 months of finalization of contract (for galvanizing of PGCIL material) as per Annexure IV				
8	Acceptance to Technical Terms & Conditions (Annexure IV)				
9	Valid Pollution Certificate (The vendors not having clearance certificate from pollution control board should submit Self-declaration (on bidders letter head) agreeing to get to get it within 5 months)				

In case the Tenderers not fulfilling the above conditions, the offer is liable for rejection.

बीएचईएल HHFEL

BHARAT HEAVY ELECTRICALS LIMITED

FABRICATION STAMPING AND INSULATOR PLANT, JAGDISHPUR -227817

5.0 SPECIAL CONDITIONS OF CONTRACT (ANNEXURE-III)

- 5.1 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the bidder.
- 5.2 BHEL can reduce/increase quantum of work without assigning any reasons thereof. Quantity given in BOQ are tentative and can increase or decrease as per requirement of BHEL FSIP. In case of quantity variation, BHEL will not be liable for any claim arising thereof.
- 5.3 PRICE VARIATION CLAUSE: The rates finalized will be subjected to price variation as per the PV clause. A PV formula as detailed below will be adopted to take care of fluctuating input cost of raw material. Ceiling will be plus or minus 20% of unit price.

Price variation formula for Galvanizing /Zinc Sleeving

PV will be calculated according to the following method:

(a.) PV formula for all Socket cap

$$P = 0.29 + (0.13*(F1/F0)) + (0.58*(Z1/Z0))$$

(b.) PV formula for all Ball pins

$$P = 0.43 + (0.20*(F1/F0)) + (0.37*(Z1/Z0))$$

(c.) PV formula for all Zinc Sleeving

$$P = 0.38 + (0.18*(F1/F0)) + (0.44*(Z1/Z0))$$

P= PV Percentage Increase/ Decrease

F0= Fuel rate/indices on the month/day of Tender publishing (As per office of the Economic Adviser)

F1= Fuel rate/indices on the month of delivery (As per office of the Economic Adviser)

Z0= Zinc rate on the month/day of Tender publishing (As per office of the M/s HZL)

Z1= Zinc rate on the month of delivery (As per office of the M/s HZL)

Operation of PV Clause

- 1. Consolidated PV bills in the form of Debit/Credit Note to be submitted once in a month.
- 2. Negative PV amount will be recovered from the vendor's outstanding bills.
- 3. If no bills are available, party to issue cheque for the same.
- 4. Ceiling will be plus or minus 20% of unit price.
- 5. Monthly rate will be considered for payment of Bill.

5.4 VALIDITY OF RATES - The rates quoted should be valid for 90 days initially from the date of due date of the techno-commercial bid opening.

5.5 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 technocommercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in no 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/ bidders (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



FABRICATION STAMPING AND INSULATOR PLANT, JAGDISHPUR -227817

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/ bidders (as available on www.bhel.com)."

As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid.

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL" along with the offer through e-tender.

5.6 Party will have to ensure fulfillment of all legal / statutory requirements of State and Central government and other bodies and their rules issued time to time. BHEL will not be responsible in any manner if they are fined or penalized due to non-fulfillment of these requirements. BHEL will cancel the contract, in case party is found violating any government rules.



FABRICATION STAMPING AND INSULATOR PLANT, JAGDISHPUR -227817

6.0 TECHNICAL CONDITIONS OF CONTRACT (ANNEXURE-IV)

BHEL

- 6.1 Delivery terms, duties and taxes: The rates quoted shall be on F.O.R-BHEL FSIP stores basis with unloading charges and exclusive of taxes and duties. The rates shall be inclusive of unloading charges, freight & insurance. Duties and taxes applicable on date shall be explicitly mentioned. The taxes & duties will be paid extra as applicable on the date of supply. TDS, work contract tax & other taxes will be deducted as per existing rules.
- 6.2 Payment terms: 45 days for MSME vendors & 90 days for other vendors credit after receipt of material at BHEL stores for accepted quantity. As per GST act if the material is not returned within 180 days. It will be treated as sell and GST will be levied with interest of 180 days.
- 6.3 Capacity: The projected requirement of BHEL has been given in price bid of tender documents. Vendors should state their capacity to supply the BHEL per month for all items. Vendor's capacity to supply per month implies vendor's ability to supply such quantities of items meeting the quality requirements and delivery schedules. Vendors shall intimate only such capacity that can be allocated to BHEL and not their total capacity.
- 6.4 No minimum load is assured. BHEL reserves the right to enter into rate contract with one or more than one vendors depending on requirement. BHEL reserves the right to terminate / suspend the rate contract in part or full owing to non-adherence of terms and conditions of RC and unsatisfactory performance of vendor either on delivery or quality front.
- 6.5 Purchase order will be placed by BHEL separately on eligible vendors from time to time depending on actual requirement on finalization of rate contract. Quantities of materials ordered from time to time shall be dependent on actual requirement. Delivery dates indicated in the purchase orders shall be adhered.
- 6.6 Inspection: The inspection and acceptance of material will be at BHEL works as per applicable Quality Plan.
- 6.7 Distribution of load share: Based on the number of bidders accepting the L-1 rates offered as per price bid evaluation criteria of this tender, BHEL may consider, to the extent possible, following percentage of work load amongst the bidders based on their rank i.e. L1, L2, L3 etc. subjected to acceptance of L1 rate by other successful bidders. In case some bidders refuse the counter offer the offer shall be given to next eligible bidder ranking wise. Ratio of splitting will be as given below, order can be split among maximum 5 no of bidders as per requirement.

No of vendor	Percentage share of 1 st (L1) vendor	Percentage share of 2nd (L2 etc.) vendor	Percentage share of 3 rd (L3 etc.) vendor	Percentage share of 4th (L4 etc.) vendor	Percentage share of 5th (L5 etc.) vendor
1	100	0	0	0	0
2	60	40	0	0	0
3	50	30	20	0	0
4	40	30	20	10	0
5	30	25	20	15	10

6.8 The orders will be placed during the contract period on vendors for eligible share from time to time for actual requirement. The loading of order share on the vendors will also be subjected to their performance ratings (quality rating, delivery rating & service rating) for the supplies made during the contract period. The vendors with consistence good performance will be preferred over poor performing vendors and encouraged with more order share.



- 6.9 No minimum load is assured on per month basis. BHEL reserve the right to enter into contract with more than one vendor and distribute the load for galvanizing against availability of black metal parts & depending on the performance in quality and timely delivery of the party during contract validity period. Load distribution may vary depending on party's delivery and quality performance.
- 6.10 Penalty clause: In case of delayed delivery beyond 10 days from date of issue, penalty @ 0.5% of the issued value per week up to a maximum of 10.0% will be levied on the defaulting quantity for the delayed period. Date of receipt of material at BHEL stores will be considered as delivery date.
- 6.11 Risk purchase: In case of delays in supplies/defective supplies or non-fulfillment of any other terms and conditions given in the purchase order the purchaser may cancel the purchase order in full or part thereof, and may also make the purchase of such material from elsewhere/alternative source at the risk and cost of the supplier.
- 6.12 The Galvanizing / Zinc Sleeving / Re galvanizing & De-galvanizing work is to be done on job work basis. Zinc will be arranged by galvanizers themselves, in any case Zinc will not be provided by BHEL.
- 6.13 Party will have to purchase Zinc directly from M/S Hindustan Zinc Limited or their authorized dealer only and party will have to submit Test Certificate of material received from M/S HZL to BHEL.
- 6.14 The average likely load for Galvanizing is approx. 3300 MT (13.45 Lacs Caps & Ball Pin each) per annum. This may further vary depending on BHEL requirement during period of contract.
- 6.15 The galvanizer will be required to submit test certificate for purity of Zinc (99.95%) procured for every purchase of Zinc from third party NABL approved Lab. Above this BHEL shall conduct the testing for purity of Zinc from galvanized component weekly/monthly/ basis on randomly selected samples.
- 6.16 An insurance policy for Rs. 5.00 lakhs favoring BHEL shall be submitted by party to cover risk of fire, damages and theft etc. for BHEL material after successful award of work.
- 6.17 Technical requirement of Galvanizing process and inspection / acceptance norms of galvanized component has to be as per our specification and PGCIL approved Quality Plan. The parties are required to make their own quality plan for in process inspection as per format already in use and get approved from BHEL. Any other contractual requirement / specification specified by ultimate customer shall also be required to be met. Wherever inspection of ultimate customer is involved, the final acceptance of lot will depend on ultimate customer irrespective of BHEL quality inspection and lot acceptance, it is legal and statutory requirement to meet requirement of ultimate customer, in case of any failure (by ultimate customer) lot will be treated as rejected and only galvanizer will be held responsible for this, BHEL shall not be responsible in any manner.
- 6.18 If the material taken for galvanizing is lost/rejected/damaged due to its improper processing/handling or in the case of the fire / theft etc. of the material the cost in full shall be recovered / withheld from party's bills till the insurance claim not settled with Insurance Company.
- 6.19 Party will have to lift their rejection to rectify/segregate/re-galvanizing at their cost. In special case segregation/Rectification at our works will be allowed. In case of Re-Galvanizing after rejection, party will have to do at their own cost. Rejected lot will be directly handed over by our store to party for segregation/rectification/Re-galvanizing at their works after receipt of SRV or rejection.
- 6.20 Lifting of black material as well as delivery of galvanized metal parts from and to BHEL Stores will have to be arranged by party at their own risk and cost.



- 6.21 Party shall be responsible for identification of pickling rejection. All pickling rejections should be intimated by parties to BHEL Purchase Deptt. / Quality Deptt. In writing. The counter verification for each lot shall be done by QC periodically preferably once in a month. All sort of rejections observed either through naked eyes or after pickling shall be returned on SMRN.
- 6.22 Any accepted metal parts issued shall be acceptable to party for galvanizing.
- 6.23 Normally issued quantity shall be returned after galvanizing in one stroke and for major short fall written explanation shall be submitted along with concerned challans. It will be responsibility of galvanizer to avoid overstocking of BHEL material at their workshop. It may be allowed only in some special cases but with written permission of appropriate authority (Purchase or Store executive). L1 Galvanizer can keep maximum 8.00 MT of BHEL material at their workshop at a time and this maximum quantity for other galvanizers will be calculated on pro-rata basis based on their load share. It will be advisable for galvanizer to keep in mind the balance stock of BHEL material at their workshop before taking fresh material. For unauthorized overstocking Rs. 250.00/MT for complete stock (at their workshop) may be deducted from galvanizer's bills.
- 6.24 The party should maintain an issue receipt / dispatch register including records of pickling rejection.
- 6.25 Acknowledgement of BHEL stores department shall be the only legal document towards receipt / issue of material quantities. Even samples if asked by BHEL Quality Control department should be handed over only against written authorized letter of purchase department.
- 6.26 The material after galvanizing should be returned in separately identifiable condition. Fresh, regalvanized and salvage materials are not to be mixed and should be brought separately.
- 6.27 The party should first do inspection of galvanized material thoroughly at their works and only acceptable quantities shall be dispatched to BHEL. The galvanization Test Certificates should accompany all consignments brought after galvanizing. No rework / segregation shall be allowed once galvanized lots are received in BHEL and after inspection they get rejected.
- 6.28 Entries to vehicle for delivery / lifting shall normally be allowed after 8.30 AM but before 2:00 PM however time can be relaxed in some special cases (as per requirement of BHEL).
- 6.29 For any lot rejected more than 2 times, deduction of Rs. 200/- per MT shall be made for concerned lots.
- 6.30 Loading of black metal parts and unloading of galvanized metal parts from BHEL stores shall be arranged by party .In addition to that it will be party's responsibility to segregate the Black Metal Parts Item wise/Heat wise for testing purpose .
- 6.31 Material to be counted from 25th to 24th for issue of black metal parts and 1st to 30th / 31st for galvanizing receipts (accepted quantity linked to date of challan).
- 6.32 All material at party's works are to be stored under covered shed in a proper way. Even pickling rejected metal parts are to be stored under covered shed in such a manner that it does not get mixed up with routine materials. In case of damages to the materials due to poor storage, the actual cost of the materials shall be recovered from party's bills.
- 6.33 The party should submit the metal parts statement report daily to the Purchase / Stores department about the metal parts lying at their works, issued on previous day, brought after galvanizing, and balance available with them including rejections as on date.

बीएचईएल HHFEL

BHARAT HEAVY ELECTRICALS LIMITED

- 6.34 BHEL shall have the right to physically verify zinc, black and galvanized metal parts at any point of time at party's works. BHEL may also bring sample of Zinc (on random basis) from vendor's workshop and get it tested for purity from third party lab on vendor's cost.
- 6.35 Dip test sample (3 Nos / 1000Nos & Minimum 2 Nos up to 500 Nos) shall be taken from the galvanized lot and deducted from the galvanized lot quantity. Payment shall be made for net accepted quantity (After deduction of testing samples). On rejection of lot, the tested samples shall be provided to the galvanizers.
- 6.36 It is compulsory for all the vendors to take clearance certificate from pollution department. The vendors not having clearance certificate from pollution control board are advised to get it within 5 months. BHEL will review the status after six months and decide further regarding termination/continuation of contract.
- 6.37 It is compulsory for all the vendors to get PGCIL approval (if not approved) within 3 months of finalization of contract for galvanizing PGCIL material. During this period they will get only Non PGCIL material for galvanizing.
- 6.38 ISO /Customer– Requirement- informed by BHEL time to time should be followed.
- 6.39 Parties to ensure following on their own cost:
 - a) Compliance of all applicable regulations
 - b) Treatment facility for waste acids
 - c) Provide water sprinkler near acid bath
 - d) Ensure usage of personal protective equipment by workers
 - e) Ensure availability of First Aid Box.
 - f) No employment of child labour.
 - g) Compliance of all pollution Norms

बीएच ई एल HHEL

BHARAT HEAVY ELECTRICALS LIMITED

FABRICATION STAMPING AND INSULATOR PLANT, JAGDISHPUR -227817

7.0 GENERAL CONDITIONS OF CONTRACT (ANNEXURE-V)

7.1 EARNEST MONEY DEPOSIT (EMD)

EMD is to be paid by bidder for securing fulfilment of any obligations in terms of the NIT. Offer should be accompanied with Earnest Money as specified in NIT through.

- 7.1.1 The EMD may be accepted only in the following forms:
 - a) Electronic Fund Transfer credited in BHEL account (before tender opening). EFT shall be made in Bank Account No.: 10405292240 of SBI, IGFCC branch, IA Jagdishpur, IFSC No. SBIN0009072. Receipt of EFT Transfer from bank shall be enclosed with Techno-commercial offer. Proof of EMD deposit should be send by email to given contact person.
 - b) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer) EMD to be deposited along with the tender documents in the form of a Accounts payee Crossed demand draft favoring B.H.E.L., Drawn on Bank of Baroda, Payable at Industrial Area, Jagdishpur (Code- INDJAG) or a Crossed demand draft favoring B.H.E.L., drawn on State Bank Of India, Payable at IGFCC Ltd. Branch, Industrial Area, Jagdishpur (code- 09072).
 - c) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Bidder, a/c BHEL).
 - d) In addition to above, the EMD amount in excess of Rs. 2.0 (Two) lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.
- 7.1.2 The EMD shall not carry any interest.
- 7.1.3 In case of unsuccessful bidder, the EMD will be refunded after finalization of the tender.
- 7.1.4 BHEL reserves the right of forfeiture of EMD, in case the successful bidder who:
 - a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - b) The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- 7.1.5 Tenders without EMD shall be rejected out rightly.

7.2 SECURITY DEPOSIT

- 7.2.1 Security Deposit means the security provided by the Bidder towards fulfilment of any obligations in terms of the provisions of the contract.
- 7.2.2 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful bidder shall be converted and adjusted towards the required amount of Security Deposit. The balance amount to make up the required Security Deposit of the contract value may be accepted in the following forms:
 - a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL (payable at Ind. Area Jagdishpur). EFT shall be made in Bank Account No.: 10405292240 of SBI, IGFCC branch, I.A Jagdishpur, IFSC No. SBIN0009072. Receipt of EFT Transfer from bank shall be submitted to BHEL.
 - b) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - c) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Bidder, a/c BHEL)

बीएचईएल HHFEL

BHARAT HEAVY ELECTRICALS LIMITED

FABRICATION STAMPING AND INSULATOR PLANT, JAGDISHPUR -227817

d) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patra etc. (held in the name of Bidder furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.)

- 7.2.3 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Bidder or recovered from payments due to the Bidder.
- 7.2.4 Security Deposit shall be released to the Bidder upon fulfilment of contractual obligations as per terms of the contract.
- 7.2.5 The Security Deposit shall not carry any interest.
- 7.2.6 Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract and the bidder shall be liable to compensate the losses if any incurred by BHEL on this account. The security deposit shall be refunded within a reasonable time after the date of expiry of the contract period subject to the bidder carrying out all obligations and operations as required under the contract.
- 7.2.7 BHEL reserves the right to appropriate the whole or any part of the amount of the security deposit without prejudice to other claims against the bidder for losses suffered by BHEL due to failures on the part of the bidder or due to termination of contract or bidder becoming disqualified because of liquidation. Such losses, damages, charges, expenses or cost, as assumed by BHEL shall be final and binding the bidder and shall not be called into question.
- 7.2.8 Whenever any sum of money is found to be recoverable from the bidder, the same will be deducted from any sum that may due or which at any time there after becomes due to the bidder under this contract or under any other contract or from his security deposit. In case the recoveries are not complete even after such deduction, the bidder shall pay the same or the balance thereof from the security deposit. The bidder shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
- 7.2.9 Security deposit money of bidder will be refunded only after successful completion of the contract. In case any dues are claimed by the statutory Authorities related to contract, the same shall be recovered/borne/ settled by bidder.
- 7.3 Legal Jurisdiction: All questions, disputes or differences arising under, Out of or in connection with the Purchase order shall be subject to the exclusive jurisdiction of Sultanpur, UP.
- 7.4 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.
- 7.5 Suspension of Business dealings with BHEL: Suspension of Business dealings with BHEL: "the guidelines for suspension of business dealing or available on Website:-http://www.bhel.com and will be guiding criteria in case of any misconduct / default / use of illegal means etc. is re-sorted by vendor / contractor. The details of different type of default / misconducts or available in guidelines.

बीएचईएल HHFEL

BHARAT HEAVY ELECTRICALS LIMITED

FABRICATION STAMPING AND INSULATOR PLANT, JAGDISHPUR -227817

7.6 FORCE MAJEURE CLAUSE: Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances fire, war and flood. The party claiming to be affected by force major shall notify the other party in writing immediately without delay on the intervention and on the cessation of such shall not be forced to compensate the contractor for expenses.

7.7.Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under clause force major for more than six months. Evidence for this 'force major' is required.

7.8 CONSEQUENTIAL LOSSES; Save as elsewhere stated in these conditions there shall be no liability for either party towards the other party for loss of production loss of profit, loss of use, loss of contract or for any consequential, economic or indirect loss whatsoever.

7.9 Arbitration: In all cases of dispute the matter shall be referred for ARBITRATION to any arbitrator to be appointed by the Head of Unit or any officer who is the administrative head of Bharat Heavy Electricals Ltd., Insulator Plant at Jagdishpur. The award of the Arbitrator shall be final and binding on both the parties. The Arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties.

7.10 PREFERENCES/BENEFITS FOR MSEs:

Following preference/benefits to MSEs Vendor will be given as per annexure MSE/2018-19. Following preferences/benefits shall be given to MSEs in line with Public procurement policy for Micro and Small Enterprises (MSEs), 2012:

- 7.10.1 The tender documents shall be issued free of cost to MSEs.
- 7.10.2 MSEs are exempted from payment of Earnest Money Deposit (EMD).

7.10.3 In tender, Micro and Small Enterprises quoting within the price band of L1+15% shall be allowed to supply the requirement up to 20% of the tender quantity subject to condition that such Enterprises bring down their price to L1 price where L1 price is from other than a Micro and Small Enterprise. If L1 offer is from a Micro / Small Enterprise, this provision will not be applicable. In case more than one Micro and Small Enterprise is there within this span, the supply shall be shared proportionate to the tender quantity. (70:30 or 50:30:20 of the eligible quantity).

Note: Special provision for Micro and small enterprises owned by SC or ST: -

Sub target of 20% (i.e. 4% out of 20%) would be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or Scheduled Tribe Entrepreneurs provided that in event of failure of such Micro and Small Enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 4% sub-target for procurement ear-marked MSE owned by Scheduled Caste or Scheduled Tribe Entrepreneurs shall be met from other MSE Enterprises/s.

MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM-II certificate having deemed validity (two years from date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with CA certificate (format enclosed as per annexure) applicable for the year, certifying quantum of investment in plant & machinery within permissible limit as per the act of relevant status (micro & small) where deemed validity of EM-II is over, District Industries Center (DIC) or Khadi & Village Industries Commission (KVIC) or Khadi & Industrial Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or Directorate of Handicraft and Handlooms or Udyog Aadhaar Memorandum and duly supported by CA (Chartered Accountants) certificate (not older than one year) for investment in equipment for Service category. Date of reckoned for determining the deemed validity will be the last date of



Name -

Membership number -

Seal of Chartered Accountant

BHARAT HEAVY ELECTRICALS LIMITED

FABRICATION STAMPING AND INSULATOR PLANT, JAGDISHPUR -227817

technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidder & MSE status of such suppliers shall be shifted to non MSE supplier till the supplier submits the documents. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.

In case of any change in the MSE status of the Bidder, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then

BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL.

In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc. then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1.

Certificate by Chartered Accountant on letter head

This is to Certify that M/S
(Hereinafter referred to as 'company') having its registered office at
is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-11dated:dated:
Category: (Micro/Small) (Copy enclosed).
Further verified from the Books of Accounts that the investment of the company as on date a per MSMED Act 2006 is as follows:
I. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.I722(Edition 1) and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.I722(Edition 2) and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.I722(Edition 2) and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.I722(Edition 2) and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.I722(Edition 2) and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.I722(Edition 2) and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.I722(Edition 2) and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.I722(Edition 2) and the items of the items o
dated October 5, 2006 :
RsLacs
2. For Service Enterprises : Investment in equipment (original cost excluding land and building and furniture fittings and other items not directly related to the service rendered or as may be notified under the MSMEI Act, 2006:
RsLacs
The above investment of RsLacs is within permissible limit of RSMicro/Small (Strike off which is not
applicable) Category under MSMED Act 2006.
Date:
(Signature)

7.11 In case of contract estimate is equal to or more that Rs. 5 Crore, Integrity Pact to be signed and submitted by the bidder along with the tender documents by the bidder.



FABRICATION STAMPING AND INSULATOR PLANT, JAGDISHPUR -227817

8.0 DECLARATION SHEET (ANNEXURE - VI)

(To be made on Bidder's letter head)

- 1. I / We hereby certify that, all the information and data furnished by me / us with regard to this Tender are true and complete to the best of my / our knowledge.
- 2. I / We have gone through the specification, conditions and stipulations in detail and understand fully the scope of work and agree to comply with the requirement and intent of specification.
- 3. 1.I / We hereby certify that I/We am/are the duly authorized representative(s) of the under mentioned bidder and a valid power of attorney to this effect is also enclosed.
- 4. 1.I / We hereby certify that I/We shall treat the tender documents, drawings, specifications and other records connected with the work as secret / confidential and shall not communicate information / derived there from to any persons other than a person I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same.
- 5. I / We hereby also give our consent in acceptance of all terms and conditions of this tender without any deviation.
- 6. I / We hereby certify that certify that our firm is not blacklisted / under hold from BHEL FSIP Jagdishpur or banned by any unit/region/office of BHEL.
- 7. I / We hereby certify that certify that we / our firm is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude.
- 8. I/We hereby declare that, there was never/is no Case or charge under investigation / enquiry / trial against me /us, nor conviction in a Court of Law or suspended or Blacklisted by any organization on any ground.

Date:	
	Name & Signature of the bidder

(Seal)

बीएचई एल HHFEL

FABRICATION STAMPING AND INSULATOR PLANT, JAGDISHPUR -227817

ANNEXURE-VII

9.0 BLANK PRICE BID FORMAT TENDER ENQUIRY NO. 432 DATED 28.05.2019

Price	Bid Format - Table 1				
Sr. No.	Item Description	Quantity (Nos.)	% weightage	Rate/ Unit (in Rs.)	Weightage Rate (Will be Auto generated by system on Below calculation)
(a)	(b)	(c)	(d)	(e)	(f)
1	Hot dip Galvanizing of 70/90 KN Socket Cap	300000	22.30	To be Quoted Online (e1)	f1 = ((22.30*e1)/100)
2	Hot dip Galvanizing of 120 KN Socket Cap	425000	31.60	To be Quoted Online (e2)	f2 = ((31.60*e2)/100)
3	Hot dip Galvanizing of 160 KN Socket Cap	475000	35.32	To be Quoted Online (e3)	f3 = ((35.32*e3)/100)
4	Hot dip Galvanizing of 210 KN Socket Cap	145000	10.78	To be Quoted Online (e4)	f4 = ((10.78*e4)/100)
			Total Lar	nded Cost to BHEL	f1+f2+f3+f4
		(L	1 is decided on	This figure in INR)	(Will be Auto
					generated by system)
Price	Bid Format - Table 2				
Sr.	Item Description	Quantity	%	Rate/ Unit (in	Weightage Rate (Will
No.		(Nos.)	weightage	Rs.)	be Auto generated by system on Below calculation)
(a)	(b)	(c)	(d)	(e)	(f)
1	Hot dip Galvanizing of 70/90 KN Ball Pin	275000	23.40	To be Quoted Online (e1)	f1 = ((23.40*e1)/100)
2	Hot dip Galvanizing of 120 KN Ball Pin	375000	31.91	To be Quoted Online (e2)	f2 = ((31.91*e2)/100)
3	Hot dip Galvanizing of 160 KN Ball Pin	400000	34.04	To be Quoted Online (e3)	f3 = ((34.04*e3)/100)
4	Hot dip Galvanizing of 210 KN Ball Pin	125000	10.64	To be Quoted Online (e4)	f4 = ((10.64*e4)/100)
		•	Total Lar	nded Cost to BHEL	f1+f2+f3+f4
		(L	1 is decided on	This figure in INR)	(Will be Auto
					generated by system)
Price	Bid Format - Table 3				
Sr. No.	Item Description	Quantity (Nos.)	% weightage	Rate/ Unit (in Rs.)	Weightage Rate (Will be Auto generated by system on Below calculation)
(a)	(b)	(c)	(d)	(e)	(f)
1	Zinc Sleeve Galvanizing of 70/90 KN ball pins	25000	14.71	To be Quoted Online (e1)	f1 = ((14.71*e1)/100)
2	Zinc Sleeve Galvanizing of 120 KN ball pins	50000	29.41	To be Quoted Online (e2)	f2 = ((29.41*e2)/100)
3	Zinc Sleeve Galvanizing of 160 KN ball pins	75000	44.12	To be Quoted Online (e3)	f3 = ((44.12*e3)/100)



FABRICATION STAMPING AND INSULATOR PLANT, JAGDISHPUR -227817

4	Zinc Sleeve Galvanizing	20000	11.76	To be Quoted	f4 = ((11.76*e4)/100)
	of 210 KN ball pins			Online (e4)	
		f1+f2+f3+f4			
		(Will be Auto			
					generated by system)

Signature & Address of the bidder

Note: Bidder should not offer Rate in Blank Price Bid Format. Incase bidder submit Rate in Blank Price bid the bid will be rejected out rightly.