



सामग्री प्रबंधन (क्रय विभाग)  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
सेंट्रल फाउंड्री फोर्ज प्लांट  
रानीपुर, हरिद्वार -249403  
फोन नंबर + 91-1334,281416/285360

ई-मेल:kumar.pradeep@bhel.in, bhupendrasingh.yadav@bhel.in; vikas@bhel.in

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Techno Commercial Terms & Conditions for tender enquiry :2024\_BHEL\_39716\_1

Annexure-1

Central Foundry Forge Plant (CFFP), a unit of Central PSU BHEL, is planning to procure INGOT IN GRADE ALLOY AS PER SPEC FF04065 R03.

Clause	Particulars Details	Vendor's response (Agree/Disagree)
<b>1 Basic Details</b>		
1.1	Item	INGOT IN GRADE ALLOY 617 AS PER SPEC FF04065 R03
1.2	CFFP Specification no.	FF04065 R03
1.3	CFFP BHEL Material Code:	FF1970000015
1.4	Quantity:	01 No
1.5	Validity of offer	90 days from tender opening date
<b>2 Techno Commercial Terms &amp; Conditions for tender enquiry</b>		
2.1	Material technical specification	INGOT IN GRADE ALLOY 617 shall be supplied as per specification no. FF04065 R03 in all respects and the bidder has to confirm agreement of all the clauses of the said specification.
2.2	Original Manufacturing Packing	Material must be supplied in original manufacturer's packing with marking as per specification FF04065 R03 Vendor must supply material in properly packed condition with proper marking to avoid any loss/ damage/ tampering during transit in line with specification FF04065 R03.
2.3	Test Certificate	Original Manufacturer's Test Certificate with linkage to supplied material must be provided along with dispatch documents
2.4	Third Party Inspection	Pre dispatch inspection by BHEL or by any of the Third Party Agencies as LRS/TUV/BVIL. BHEL team may visit vendor's work to verify the documents/facilities submitted with offer. Vendor has to submit (upon placement of order) a detailed Quality Assurance Plan (QAP) for approval in line with BHEL specification (FF04065 R03) while ensuring to include the following : (a) Stages of check points of each operation (b) Stages of inspection, verification of documents and witnessing of testing. (c) Verification of documents/records of VIM+VAR/ESR operation of manufacturing the ingot (d) Manufacturing documents must include the start and End date & time of VIM+VAR/ESR operation, Melting and pouring and homogenization of ingot.
2.5	Pre dispatch inspection (PDI)	Pre Despatch Inspection shall be done as per specification. (FF04065 R03) and approved QAP only after completion of Homogenization of Ingot.

2.6	Acceptance Criteria	Acceptance of Ingot will be as concluded with the approval of BHEL for final inspection certificate submitted by third part prior to shipping.	
2.7	Delivery of Material	Door delivery basis i.e. FOR Destination (Destination being Central Stores/CFFP/BHEL Haridwar). Offer must be clear & including all the charges like freight, insurance, packing & forwarding etc.	
2.8	Delivery period	150Days from PO date including Pre dispatch inspection.	
2.9	Reverse Auction for Price finalization	a. BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a> ) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. b. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in 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."	
2.10	Currency of Contract	Only in Indian Rupee .Prices shall be firm till execution of Order.	
2.11	Payment Terms	Payment shall be made through e-payment, subject to acceptance of material and submission of the required documents, complete in all respects, as per following details:  Type of Bidder: Payment Terms (Number of Days) Micro & Small Enterprises (MSEs): 45 days Medium Enterprises: 60 days Non MSME: 90 days  The vendors who wish to avail benefit of payment terms for MSEs need to apply for MSE purchase preference in the bids. MSME bidders can also avail benefits of payment through TReDS (RXIL).	
2.12	Invoice / Payment rate for supplied material	i. GST will be reimbursed to vendor against receipt of GST compliant invoice and after verifying the return submitted by vendor on GST portal. ii. Payment to vendors will be e-mode in Indian Rupees.	
2.13	Earnest Money Deposit (EMD)	Bidder to submit Bid Security/ Earnest Money Deposit (EMD) of Rs 40,00,000/- (Rupees Forty Lakhs Only). The Bid Security/ Earnest Money Deposit (EMD) shall be submitted along with their bids (except Micro and Small Enterprises (MSEs) or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)) and it will remain valid for a period of 45 (forty-five) days beyond the final bid validity period.The Bid Security/ Earnest Money Deposit (EMD) shall not carry any interest. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, Bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc. will be returned within 30 days of declaration of result of first stage i.e.technical evaluation etc. A Bid security will be refunded to the successful bidder on conclusion of the order/ receipt of a performance security (if called in the tender). Modes of deposit OF BID SECURITY / EARNEST MONEY DEPOSIT (EMD): The EMD may be accepted only in the following forms: (i) Electronic Fund Transfer credited in BHEL account (before tender opening). (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer). (iii) Fixed Deposit Receipt (FDR). (iv) Bank Guarantee from any of the BHEL Consortium Banks in BHEL prescribed format. (v) Insurance Surety Bonds. Bank Details for online submission of EMD is as below: Bank: STATE BANK OF INDIA, RANIPUR BRANCH, HARIDWAR, Beneficiary Name: Bharat Heavy Electricals Ltd. Bank Account No. 10667995469 Account Type. CURRENT ACCOUNT Bank's Branch Code: 00586 Bank's IFSC Code: SBIN0000586 Bank MICR Code: 249002005 Forfeiture of EMD:i) A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender. (ii) EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.	

2.14	MSE manufacturer	Vendor to furnish proof of Udyam certificate ( indicating itself as manufacturer of quoted item) Conditions for availing Micro & Small Enterprises (MSE's) benefits by Indian Bidders - will be as per clause no. of 23 of GISTC for Indian Bidders ((Version February-2022, Rev: 08))	
2.15	Make in India	<p>Compliance to MAKE IN INDIA circular issued by GoI (P-45021/2/2017-PP(BEII) dtd 04/06/2020) and its revision dated 16/09/2020.</p> <p>"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.</p> <p>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-Ilocal supplier', 'Class II local supplier' or 'Non-Local supplier'. Procurement shall be done from Class-I/II Local Suppliers only. Offer of Non -local supplier / Foreign bidder will be ignored.</p> <p>Supplier is required to provide class -I local supplier / Class-II local supplier certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p>	
2.16	Tie breaker Clause	<p>In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders.</p> <p>In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 bidder(s) or the representative(s).</p> <p>Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.</p>	
2.17	Delivery Schedule	<p>F O R CFFP Delivery - within 150 days from the date of PO placement. Liquidated Damages for Late Delivery (LD) will be calculated as per above mentioned delivery schedule.</p> <p>Delivery in the promised period is the essence of contract. Requests for delivery extension from the seller in lieu of Nonavailability of transport / inspection agency etc. will not be entertained by CFFP, BHEL.</p>	
2.18	Dispute	In the event of any dispute arising out of contractual obligations the dispute shall be referred to Arbitration to a sole arbitrator appointed mutually by both parties, as per Arbitration and Conciliation Act 1996 and the order being finalized at Haridwar, India will be subject to Indian Laws and falls under jurisdiction of the court of Law at Haridwar, India for Indian seller and Delhi for foreign seller.	
2.19	Unregistered Vendors	<p>For new vendors not registered with CFFP BHEL, kindly furnish copy of following documents:</p> <ol style="list-style-type: none"> <li>1. Company Name and Address Proof.</li> <li>2. GST Number (Scan Copy of Acknowledgement)</li> <li>3. PAN Copy or MSME Certificate (UAN, Udyam if Any)</li> </ol>	
2.20	Breach of contract, Remedies and Termination:	In case of breach of contract, recovery of 10% of total contract value shall be applicable. Recovery shall be done by encashing security instruments like Contract Execution Bank Guarantee, performance bank guarantee, EMD. In case value of security instruments available is less than 10% of the contract value, the balance amount to be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies shall be pursued. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.	

2.21	Integrity Pact	Bidder will be required to sign & submit integrity pact along with their offer. Copy of the same is available with the tender enquiry.	
2.22	Offer not considered if	Conditional offer clashing with the tender conditions shall be liable to get ignored in case vendor does not withdraw the same.	
2.23	Tender Document Details	<p>a. 1st part bid – Techno Commercial Bid and PQC: following documents will be opened.</p> <p>i. Submit signed copy of this Terms &amp; condition, PQC documents along with offer.</p> <p>ii. Applicable taxes &amp; duties at the time of tender opening</p> <p>iii. Replica of Price –bid (without rates)</p> <p>iv. Signed copy of Integrity pact.</p> <p>b. 2nd part bid –</p> <p>Price Bid will be opened of only techno-commercially suitable vendors and thereafter, reverse auction shall be carried out as stated above.</p>	
2.24	Restrictions on import from countries sharing land border with India	<p>All provision of order no. F.No. 6/18/2019-PPD of Department of Expenditure(DoE) shall be applicable for this tender enquiry (Order copy is available at <a href="https://doe.gov.in/procurementpolicy-divisions">https://doe.gov.in/procurementpolicy-divisions</a>).</p> <p>Bidder has to submit a certificate certifying following along with the offer:</p> <p>“I have read the clause regarding restrictions on procurement from a bidder of a country which shares land border with India; I certify that bidder (Name of bidder) is not from such a country or if from such a country, has been registered with the competent authority. I hereby certify that bidder: (Name of bidder) fulfils all requirements in this regard and is eligible to be considered.”</p> <p>If the bidder is from such a country, which shares a land border with India, evidence of valid registration by the competent authority shall be attached along with the offer.”</p>	
2.25	Conflict of Interest:	<p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <p>a) They have controlling partner (s) in common; or</p> <p>b) They received or have received any Direct or indirect subsidy/financial stake from any of them; or</p> <p>c) They have the same legal representative/agent for purposes of this bid; or</p> <p>d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder: or</p> <p>e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/Assemblies from one bidding manufacturer in more than one bid; or</p> <p>f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid form the following:</p> <p>1. The principal manufacturer directly or through one Indian agent on his behalf; and</p> <p>2. Indian/foreign agent on behalf of only one principal;</p> <p>or</p> <p>g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or</p> <p>h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.</p>	
2.26	Other terms & Conditions	Terms & conditions shall be as per tender enquiry / GISTC for Indian Bidders ( February-2022, Rev: 08)	

Note: Terms mentioned in above mentioned techno commercial terms and condition will supersede the terms of GISTC, in case of contradiction.

We hereby confirm our acceptance for compliance of Terms & Conditions stipulated above.

For & on behalf of

Name of Seller

Signature of Authorized Signatory

Company Seal

Name & Address

Phone No.

Email id.

Date