



BHARAT HEAVY ELECTRICALS LIMITED
CENTRAL FOUNDRY FORGE PLANT
Purchase Department (Materials Management)
Ranipur, Haridwar-249403 (Uttarakhand)

Tender Reference No.	Tender Reference No: 202003111 & Tender ID: 2020_BHEL_805_1
Item Description	Ingot In Grade Alloy 617 (Dia:1300 mm & Length: 2000 mm)
Vendor Name	
Quotation Reference No.	
Currency	INR

Techno –Commercial Bid Details

S. No.	Description	Vendor Remarks
1.	Reverse auction will not be carried out for price bid.	
2.	Dispatch mode	
3.	Origin of Dispatch	
4.	Please specify whether you are a manufacturer or a trader of this material. If you are a trader than submit the authorization certificate of original manufacturer.	
5.	Validity of the Offer (90 Days Min. excluding tender opening date)	
6.	Prices shall be firm till execution of Order unless PVC clause is specially mentioned as applicable for this tender in special remarks	
7.	PAYMENT TERMS: (Standard payment term is: 100% within 45 days after receipt subject to acceptance of material at CFFP / BHEL, Haridwar through e-payment. In case other payment term is quoted by vendor, proper loading shall be done. Base rate of SBI (as applicable on the date of bid opening: Techno commercial bid opening in case of two part bids) + 6%, shall be considered for loading for the period of relaxation sought by bidders.)	Agreed / comments
8.	ORDER TO BE PLACED ON	
9.	Delivery Schedule: 1 No. within 120 days from PO Date. Early delivery acceptable. In case of non-agreement, please mention the suitable schedule in the Text box provided. Pl note if vendor's mentioned delivery is not suitable to CFFP your offer is liable to get ignored for this tender enquiry.	Agreed / comments
10.	Penalty for Late Delivery: The delivery of the goods shall be made strictly as per time limit specified in delivery schedule of purchase order, failure to supply within this period will make the supplier liable to penalty of 1/2 (half) percent of the price of the goods in arrears per week subject to a maximum of 10%.In case LD clause is not agreed for full 10%, mention same in text field for agreed %age. Your offer shall be loaded for the un-agreed part (out of 10%). If deviation in penalty for late delivery then please specify.	Agreed / comments
11.	Risk Purchase: In case of delayed/defective supplies or non-fulfillment of any other terms & 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 at the risk & cost of supplier. In case of non- agreement of this term your offer shall not be considered.	Agreed / comments



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12.	Final inspection shall be carried out after receipt of material at CFFP. However, CFFP reserves the right to pre Inspect the material at supplier works.	Agreed / comments
13.	Pre inspection shall be at Supplier's works as per clause no. 9 of specification FF04065 Rev00.	
14.	Guarantee Certificate is required for 1 year from date of supply of material.	
15.	Original Manufacturer's Test Certificate shall be provided along with dispatch documents. If deviation in Original Manufacturer's Test Certificate then please specify.	
16.	Are you registered under MSE. If yes, Please send the copy of Udyog Aadhar Memorandum. Please provide the same	
17.	Is MSE owned by SC/ST. If yes, attach copy of certificate.	
18.	Is women the proprietor of MSE bidder.	
19.	CONTACT PERSON NAME	
20.	CONTACT EMAIL ADDRESSES	
21.	CONTACT MOBILE NOS.	
22.	Delivery Terms (Door Delivery CFFP Stores)	
23.	Supply as per Specification FF04065 REV00.	Agreed / comments
24.	Only Class-I local supplier and class-II local supplier as defined under the order No.P-45021/2/2017-PP(BE-II) dt 04/06/2020, shall be eligible to bid in procurements.	Agreed / comments
25.	Compliance to MAKE IN INDIA circular issued by DPIIT Order No.P-45021/2/2017-PP(BE-II) dt 04/06/2020 Revision: "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'.	
26.	Provide the locations where value addition has been done in line of clause no 9 of Public Procurement (Preference to Make In India) order No. P-45021/2/2017-PP(BE-II) dt 4/06/2020.	
27.	Read attached general terms & condition and Public Procurement order-2017 Dated-16/09/2020.	
28.	All provisions 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 https://doe.gov.in/procurement-policy-divisions). Accordingly, any bidder from a country which shares a land border with India (except the countries to which the GoI has extended lines of credit or in which the GoI is engaged in development projects for which list is available at https://www.mea.gov.in/) will be eligible to bid	



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	in this tender only if the bidder is registered with the Competent Authority as specified in Annex I of the said Order of DoE. Updated list of the countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (https://www.mea.gov.in/). For the purpose of this order, definition of Bidder from a country which shares a land border with India shall be same as defined in the Annex III of the said order. Registration with the competent authority as stipulated in the said order is responsibility of bidder. Bidder has to submit a certificate certifying following along with offer: <i>“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a 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”</i> If the bidder is from such country which shares a land border with India evidence of valid registration by the Competent Authority shall also be attached along with offer.	
29.	Tie Breaker Clause: 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. 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). Ranking will be done accordingly. BHEL’s decision in such situations shall be final and binding. <u>This supersedes the Tie breaker Clause 28 given in attached General terms and condition: CFFP/MM/PUR/GT/02 REV05 Dated 27.12.19</u>	
30.	In case of any difference in conditions quoted above & elsewhere in the offer, terms quoted above shall be treated as final and binding on vendor.	
31.	Submit the PQC documents and signed copy of Integrity pact.	

Unprice Bid Details



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Item No.	1
Material Code	FF1970000015
Description	Ingot In Grade Alloy 617 (Dia 1300 mm and Length 2000 mm) Specification:FF04065 REV00
Quantity	1 No.
Offered Qty.	
Freight Charges per unit	
Insurance	
Packing Charges per unit	
Other Charges	
GST	
TCS	

PREQUALIFICATION CRITERIA:

Vendor must meet the following criteria given below:

- a) Vendor must have VAR/ESR of Capacity 20 Ton.
- b) Vendor must have manufactured ingots in material grade alloy 617 or equivalent Nickel alloys, through VIM + VAS/ESR route, of weight $\geq$ 10 Ton on or before the enquiry opening date.**

In support of the above, the vendor has to furnish details of their past supply in the format below:

S. No.	Weight (Kg)	Size DiaXLength	Material Grade	Qty	Ingot used internally for Forging or Ingot supplied to Customer	Date of supply	PO No. of Customer to whom Ingot/Forging was supplied	Name & Address of Customer

Vendor to submit documentary evidence like copy of unpriced purchase order/test certificates/shipping documents showing PO Number, Customer name and weight of supplied item etc. in support of the above experience.

- c) In case vendor has experience of supplying alloy 617 or equivalent Ni alloys, weight $<$ 10 Ton ingot, following has to be furnished by vendor:**
 - Flow chart of manufacturing of Ingot
 - Details of VIM+VAR/ESR furnace to be furnished.
 - Vendor to submit details of their supply as per above format at (b) for Alloy 617 or equivalent Ni alloys forging. Documentary evidence like copy of unpriced purchase order/test certificates/shipping documents showing PO Number, Customer name and weight of supplied item etc. in support of the above experience.

Self-certification

As per Government Public procurement order no. P-45021/2/2017-BE-II dt.15.06.2017 & P-45021/2/2017-PP(BE-II) dated 28.05.2018,29.5.2019 & 04.6.2020, 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: -

.....

.....

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.

Seal & Signature of Supplier

INTEGRITY PACT**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. 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.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness:_____

(Name & Address) _____

For & On behalf of the Bidder/

Contractor

(Office Seal)

Witness:_____

(Name & Address) _____
