

**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL (CMM – STEEL DIVISION)**

Instruction to Bidders and Special Terms and conditions for supply of CRNGO Steel under open tender enquiry E1403025. Online bids are invited in **Two-Part Bid** for purchase of CRNGO Steel as per following details ;

**1. Tender quantity & tentative delivery schedule**

| Item | Item / Size                                                                     | Spec                       | Quantity (MT) | Tentative Delivery Requirement |
|------|---------------------------------------------------------------------------------|----------------------------|---------------|--------------------------------|
| 1    | 0.5 mm tk X 930 mm X Coil, CRNGO Varnished Magnetic Steel Sheet (Grade-350-50A) | AA10916 rev 08 (Gr-50C350) | 1130 ± 5%     | Nov ' 20 to Jan '21            |

- Quantity tolerance (supply tolerance) of +/- 5% is preferred, however quantity tolerance as requested by the bidder may be permitted with mutual consent.
- Acceptable coil weight: Max up to 3.5 MT. Max OD of 1500 mm and nominal ID of coils to be 508 mm +/-10 mm.
- Validity of offer with 90 days from technical bid opening date is preferred for placement of purchase order. BHEL reserve the right to reject/accept the offer, in case of offer validity less than 90 days from date of technical bid opening.

**2. Pre-Qualification Criteria:** As per attached Pre-Qualification Criteria annexure "Common PQR Requirement for E1403025". *In absence of submission of documents / compliances required as per PQR along with technical bid, your offer may be rejected out rightly.*

**3. BIS license for supplying mill:** - BIS certification is mandatory for Cold Rolled NGO supplying mill from **01-Jul-2014** onwards or as per the Steel and Steel Products (Quality control) Second (Amendment) Order, 2012 dated 31.03.2014. Offer in line with Steel quality control order shall only be considered for further evaluation and price bid opening.

**4.** Bidder must confirm that all testing requirements as called in the purchase specifications must be part of the MTC to be issued by the Mill (certified by TPI if applicable) at the time of supply.

**5. Clause by Clause acceptance**

- Bidder shall confirm clause by clause acceptance to all the terms and conditions of the enquiry, Purchase specifications mentioned above and bring out deviations, if any from-
  - Purchase specification of enquiry item(s).
  - Packing and marking as per specification .
  - Terms and conditions contained in this Annexure-I: Special condition of enquiry & General Terms & Conditions (Enquiry GTC, BP-200252)
  - All testing requirement as called in the purchase specifications must be part of the MTC to be issued by the Mill at the time of supply.
- BHEL reserve the right to accept or reject the bid for deviation offered wrt clause 5.A.

**6. Evaluation of bids:**

- Offers will be evaluated on total delivered/landed cost (HESG in Rs PMT basis) at BHEL Bhopal and Purchase order will be awarded accordingly.
- Levy of Penalty for delayed performance:** - Penalty @ 0.5% per week or part there of subject to maximum of 10% on total order value shall be applicable for delayed performance on undelivered portion. Failure on the part of the bidder to accept this clause will attract the loading of maximum 10% on the quoted price for the purpose of evaluation. LD recovery, the applicable GST shall also be recoverable from vendors. **For indigenous bidder:** Receipt of material at BHEL (UMID / CN date) will be taken as proof of delivery.
- Bidders may note that quoted rates shall be loaded for any deviation from the terms & conditions given in this enquiry, to arrive at landed rate.
- Offers will be evaluated at Merit duty basis.
- In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.*

**7. Payment terms :** For indigenous bidders: Payment shall be made within 90 days against receipt and acceptance of material without overdue interest OR within 45 days against receipt and acceptance of material as per the MSMED act, whichever is applicable to the supplier with no bank charges. Annexure – AA is to be submitted with bid part – I by the bidders and is mandatory to avail SME benefit.

However, in case of any deviation from above payment terms offer may not be considered, if the same is accepted by BHEL will be loaded at the rate of SBI base rate + 6% for price comparison purposes on cost to BHEL basis as per present practice.

**8. Documentation:** One set of **Original Test Certificates** shall be sent by Courier addressed to Purchase department of respective unit of BHEL after the dispatch of goods to purchasing Units along with other documents as mentioned in

the Annexure-II. Vendor should ensure that the Test certificates (TC) issued by them must include Purchase Order no., Customer name i.e., M/s Purchasing unit of BHEL. Test certificates should cover results of tests for Mechanical and Electrical properties as per specification for each Coil No / Heat No.

9. **Advisory Note:** Vendors are advised to ensure supply of material as per technical specifications and other technical documents. Further, vendors are advised to strictly adhere to tolerance ranges of the specifications. Any deviation from technical parameters will result in rejection of material. However, bidder to note that under exigency/urgency conditions, BHEL may accept the material with minor deviations after penalizing the vendors as per BHEL quality / engineering recommendations (Quality Deficiency Review Committee – QDRC) depending on the nature and gravity of quality issue.
10. **BHEL fraud prevention policy:** The bidder along with its associate/collaborators.sub-contractor/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.
11. Tender submission Process :
- The E-TENDER should be submitted through <https://bhel.abccprocure.com>, in two part bid system not later than due date / due time. Tenders will be opened on due date / time .
  - All subsequent corrigendum/amendment shall be published only on our website ([www.bhel.com](http://www.bhel.com)) and not in press. Hence, bidders are advised to be in touch with our website till the tender is finally opened.
- NOTE :** Reverse Auction *shall not be done under this tender enquiry*
12. Complete tender documents can be downloaded from BHEL corporate website [www.bhel.com](http://www.bhel.com) also.
13. Bidders to give acceptance to **Conciliation clause** as per annexure D.
14. Compliance to **MAKE IN INDIA** circular issued by GoI:

“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”

**Only ‘ Class I local supplier’ and ‘ Class II local supplier’ as defined under the order shall be eligible to bid in procurements under this tender.**

**Important Note :** *The bidder will, when presenting his bid, declare whether other family firms or sister concern affiliates/subsidiary firms are participating in same tender, so as to eliminate the possibility of cartel formation. Format for declaration is attached.*

15. **Integrity Pact (IP) – Independent external monitor (IEM):-**

- IP is a tool to ensure that activities and transactions between the company and its bidders/contractors are handled in a fair, transparent and corruption free manner.
- The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification. Details of IEMs for this tender is furnished below :

| S. N | Name of IEM                              | Contact detail                                                 |
|------|------------------------------------------|----------------------------------------------------------------|
| 1    | Shri Arun Chandra Verma, IPS (Retd.)     | <a href="mailto:acverma1@gmail.com">acverma1@gmail.com</a>     |
| 2    | Shri Virendra Bahadur Singh, IPS (Retd.) | <a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a> |

- Please refer section 8 of the IP for roles and responsibilities of IEMs. In case of any complaint arising out of tendering process, the matter may be referred to any of the above IEMs mentioned in the tender.

**Note:**

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department.

For all clarifications/ issues related to the tender, Please contact:

|                 |                                                                      |                                                          |
|-----------------|----------------------------------------------------------------------|----------------------------------------------------------|
| Name            | Neha                                                                 | Purchase (CMM –Steel)                                    |
| Contact details | 0755 250 2499                                                        | <a href="mailto:nehasingh@bhel.in">nehasingh@bhel.in</a> |
| Address         | Administrative building, 2 <sup>nd</sup> floor, BHEL Bhopal - 462022 |                                                          |

**16. Enclosure with Enquiry**

- a. **Annexure I-** Special conditions of the enquiry (4 pages): To be filled completely and **to be attached along with the Part-I-technical offer.**
- b. **Common Pre-Qualification Requirement**
- c. Material specifications AA10916 rev 08.
- d. Annexure – 1 (page 5 of 5) of Coating thickness specification AA0851711.
- e. BHEL Bhopal MTC format.
- f. **Annexure-II/BP-200252-** Enquiry GTC for Indigenous & foreign vendors (through Soft copy)- 10 pages
- g. Permanent establishment and Business connection Annexure – A & Annexure – B.
- h. **Vendor registration form (online):** to be filled and submitted by vendors not registered with BHEL.

In case of any further assistance in this tender please contact following persons

|                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Neha / Dy Manager / CMM-Steel<br>BHEL Bhopal, Piplani, Bhopal (MP)- 462022<br>Ph: 0755 250 2499<br>Email: <a href="mailto:nehasingh@bhel.in">nehasingh@bhel.in</a> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Noted and accepted / accepted except the deviations enclosed  
(Strike-off whichever is not applicable)  
Name & Signature of Authorized signatory

| S.N                                | Description                                                                                                                                                                                                            | Remarks    |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 1                                  | Confirmation to supply material as per enquiry material specifications                                                                                                                                                 |            |
| 2                                  | Confirmation to supply material as per enquiry size and quantity                                                                                                                                                       |            |
| 3                                  | All testing requirement as called in the purchase specifications must be part of the Mill TC to be issued by the mill along with supply.                                                                               |            |
| 4                                  | Acceptance of late delivery penalty clause ( Refer Clause 9 of Annexure-II- Enquiry GCC & clause 6.b of Annexure E1403025)                                                                                             |            |
| 5                                  | Lead time for supply of of CRNGO coils from the date of Purchase Order                                                                                                                                                 | ----- days |
| 6                                  | Confirmation that supplying mill is BIS approved for quoted material grade                                                                                                                                             |            |
| 7                                  | Validity of the rates (for issuance of Purchase Orders) - 90 days from technical bid opening date                                                                                                                      |            |
| 8                                  | Tender submitted in Two part bid only                                                                                                                                                                                  |            |
| 9                                  | In case of rejection, BHEL reserve the right to withhold the payment of rejected lot & supplier must withdraw the bill of exchange unconditionally.                                                                    |            |
| 10                                 | Inspection at BHEL shall be final & binding.                                                                                                                                                                           |            |
| 11                                 | Acceptance to part order quantity                                                                                                                                                                                      |            |
| 12                                 | Acceptance to conciliation clause as per annexure D                                                                                                                                                                    |            |
| 13                                 | Acceptance to Fraud Prevention Policy                                                                                                                                                                                  |            |
| 14                                 | Submission of original copy of Integrity pact                                                                                                                                                                          |            |
| 15                                 | Discount / additional charges (Rs /kg) for converting terms of delivery from BHEL Bhopal to BHEL FSIP, Jagdishpur.<br>Kindly quote with (-) negative value for discount and (+) positive value for additional charges. |            |
| <b>Additional details required</b> |                                                                                                                                                                                                                        |            |
| 1                                  | Delivery preferred on FOR BHEL Unit basis with transit insurance risk to be borne by supplier. All transit risk shall be covered under clause inland rail & road-A(IRR-A).                                             |            |
| 2                                  | IGST / (CGST + SGST) extra as applicable against ITC                                                                                                                                                                   | _____ %    |
| 3                                  | Payment terms - '100% Direct within 90 days of receipt' and as per clause 16 GTC (BP200102)                                                                                                                            |            |
| 4                                  | Supplier shall have valid GST registration                                                                                                                                                                             |            |
| 5                                  | Supplier shall mention their GSTN registration number in their invoices. Invoice no which is linked /uploaded in GSTN network shall be clearly indicated in invoice                                                    |            |
| 6                                  | All invoices shall bear the HSN code for each item seperately.                                                                                                                                                         |            |
| 7                                  | Confirmation that all invoice particulars will be uploaded in the GSTN network / portal and all tax liability will be discharged as per GST rules and regulations.                                                     |            |
| 8                                  | Submission of declaration for having local content as per of clause 14 of annex I.                                                                                                                                     |            |

- For any deviation from BHEL standard commercial terms, your offer shall be loaded suitably.
- In case of deviation in any of the above conditions, please spell out clearly & Strike off table not applicable.

Sign & Seal of the vendor