

Offers through BHEL, Bhopal's e-procurement portal <https://eprocurebhel.co.in/nicgep/app> are invited in Two-Part Bid system for purchase of various grades of CRNGO steel as per sl.no. 2 below. Annexure – II to be duly filled and submitted along with bid part – I.

Offer shall be submitted by the bidders in two parts as illustrated below:

- A. **1st part of offer shall be Bid Part – 1:** This is techno – commercial part of offer. This part of offer should contain annexure – I, II and III. All annexures shall be uploaded duly with signed with seal
- B. **2nd part of offer shall be Bid Part – 2:** This is Price bid. In this part vendor shall have to enter their FOR destination prices in INR / MT in <https://eprocurebhel.co.in/nicgep/app>.

BHEL shall be resorting to price bid opening of techno – commercially acceptable bidders for price finalization and not through Reverse Auction. Bidders to quote their most competitive price.

1. **Bid evaluation & price schedule:** The bids shall be evaluated on item wise basis (i.e. individual L1 for each item) with total delivered cost to BHEL on landed cost basis. 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. Price bids of only those bidders shall be opened whose offers are techno – commercially acceptable.
2. **Enquiry items along with quantities and supply tolerance:**

Sl. No	Description	Qty (MT)	Qty variation	Delivery at BHEL Unit
BP-1	0.65X1130XCOIL CRNGO STEEL SHEET; BOTH SIDE INSULATED CRNGO STEEL AS PER SPEC AA10917 REV 07 (GRADE 65C530)	200	-0%/+5%	Bhopal
BP-2	0.65X1235XCOIL CRNGO STEEL SHEET; BOTH SIDE INSULATED CRNGO STEEL AS PER SPEC AA10917 REV 07 (GRADE 65C530)	300	-0%/+5%	Bhopal
BP-3	0.5X455XCOIL FULLY PROCESSED (COLD ROLLED & ANNEALED) AND BOTH SIDE INSULATED CRNGO COILS AS PER SPEC- TM00317 REV- 06 (GRADE 50C330)	100	-0%/+5%	Bhopal

Quantity tolerance (supply tolerance) as per above is preferred.

3. **Pre-qualification criteria: As per attached Pre-Qualification Criteria annexure “Common PQR Requirement”.** In absence of submission of documents / compliances required as per PQR along with technical bid, your offer may be rejected.
 4. **Clause by clause acceptance:**
 - A. Bidder shall confirm and endorse clause by clause acceptance to all the terms and conditions of the enquiry, Purchase specifications mentioned above and bring out deviations, if any from-
 - i. Purchase specification of enquiry item(s).
 - ii. Packing and marking as per specification.
 - iii. Terms and conditions contained in this Annexure-I: Special condition of enquiry & General Terms & Conditions (Enquiry GTC, BP 200102B)
 - iv. 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.
 - B. BHEL reserve the right to accept or reject the bid for deviation offered wrt clause 4A.
 5. **Terms of delivery:** F.O.R. destination on door delivery basis.
 6. **Delivery Period:** BHEL's preferable delivery requirement shall be 120 days from date of Purchase Order and bidders are requested to consider the same while quoting their contractual delivery period in annexure – II.
 7. **Levy of Penalty for delayed performance: - - Penalty shall be applicable as per GTC BP200102B clause 9.** (penalty shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. Total order value above shall be item wise, lot wise order value. Non acceptance of LD clause will attract loading, maximum of 10% of the total order value.)
On LD recovery, GST (if applicable) shall also be recoverable from indigenous vendors.
- **For indigenous bidder:** Receipt of material at BHEL (CN date i.e material entry date in BHEL) will be taken as proof of delivery for indigenous bidders

8. **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. Udyog Aadhar / Udyam registration is to be submitted with bid part – I by the bidders and is mandatory to avail SME benefit. Benefit of Udyam registration will be governed as per notification s.o 2119 (E) dtd 26.06.20 of Ministry of micro, small and medium enterprise.

However, in case of any deviation from above payment terms offer may not be considered. If the same is accepted by BHEL for less than 90 days, loading shall be done at the rate of RBI REPO rate + 4% for the period short of 90 days (45 days/ 60 days for MSME) for price comparison purposes on cost to BHEL basis as per present practice.

MSME Suppliers may opt for the below payment terms:

- I. Micro & Small enterprises - Within 45 days from receipt & acceptance of materials at BHEL-BHOPAL.
- II. Medium enterprises - Within 60 days from receipt & acceptance of materials at BHEL-BHOPAL.
- III. MSME vendors may opt for payment through TReDS (Trade Receivables Discounting System), TReDS benefit can be availed through following platforms: Invoice mart (M/s A. TReDS limited), M1xchange (M/s Mynd Solutions Pvt Ltd) and M/s RxIL and DTX (M/s KredX Platform Pvt Ltd). For details please visit respective websites.
- IV. No overdue interest shall be payable by BHEL.

Bidders intending to avail MSME benefit shall have to submit annexures – IV & V duly filled with sign and seal on their letter head along with other statutory documents

Bidder must attach UDYAM certificate along with bid to confirm their category.

No benefit for extended period payment terms beyond 90 days.

9. **Inspection of material:** Final inspection shall be done at BHEL Bhopal on material receipt and results of the same shall be binding.

10. **Replacement of rejected goods:** Final inspection for acceptance of quality shall be at BHEL's works after receipt of material and results shall be binding on the suppliers. Rejected goods are to be lifted and replacements to be supplied immediately free of cost by the vendor.

11. **Taxes & Duties:**

Indigenous Purchase-Vendors to comply with all statutory provisions as may be applicable at the time of despatch/sale. Any additional financial liability to BHEL on account of non-compliance by vendors shall be borne by them and shall be adjusted / recovered from the vendors. TDS, as applicable, shall be recovered from the vendors' bill.

Bidders are requested to furnish the rate and type of duty / taxes as extra applicable to the product under this enquiry in their bid (along with details like HSN, SAC codes, GSTIN no. of vendor etc).

BHEL will avail tax credit as per GST rules. Vendors to note that GST portion of invoice amount shall be released only upon:

- Vendor declaring such invoice in his GSTR – 1 and
- Receipt of goods and tax invoice by the BHEL and
- Confirmation of payment of GST thereon by vendor on GSTN portal
- Above is subject to receipt of goods and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing TC by BHEL.

In case, GST credit is delayed / denied to BHEL due to non / delayed receipt of goods and / or tax invoice or expiry of timeline prescribed in GST law for availing such ITC (Input Tax Credit) or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied / leviable on BHEL.

In case, vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed, subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor along with interest levied / leviable on BHEL.

12. **Validity of Offer:** Offer should be valid for a period of 90 days from the date of technical bid opening date for finalization of the tender. BHEL reserves the right to reject the offer, in case of offer validity less than 90 days from date of technical bid opening.

13. **Short closure:** BHEL reserves right to short close the contract for quantities.

14. In addition to above our 'General Terms and Conditions enquiry' BP200102B shall also be applicable to this tender.

NIT (Notice Inviting tender) for E1453043 – CRNGO steel

Bidders may note that suitable loading will be done for arriving at the cost to BHEL price for any deviation from these general Terms & Conditions.

15. Fraud prevention policy: Fraud prevention Policy of BHEL is to be complied with (attached).

16. Integrity Pact:

- a) The integrity pact submitted along with the current rate contract will be considered valid for the duration of contract.
- b) 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.
- c) In case of any complaint arising out of the tendering process, the matter may be referred to any of the below e-mail IDs: iem1@bhel.in; iem2@bhel.in; iem3@bhel.in. As on date, the positions of Independent External Monitors (IEMs) are vacant in the Company. As and when the IEMs join based on due approval of the Competent Authority, any complaint(s) received will be shared with the IEMs.
- d) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two / three-part 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.

Note: No routine correspondence shall be addressed to the above email ids 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's officials whose contact details are provided below.

17. Compliance to MAKE IN INDIA circular issued by Gol:

"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable "

To avail purchase preference under Make In India guidelines, vendor should be categorized as Class 1 supplier. For a vendor to be classified as Class 1 supplier, bidder & their mill from which support letter has been furnished shall have to submit annexure – III with seal and sign duly ratified / verified by statutory auditor or cost auditor of the company (in case of companies) or from a practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

- 18. Model conciliation:** Bidders to provide acceptance to BHEL's model conciliation clause as per attached annexure – D.
- 19. Prevention of conflict of Interest among bidders/agent:** Treatment of cases regarding conflict of interest: Annexure-V to be submitted in bidder's letter head duly signed with seal stating unconditional acceptance to the clauses therein.
- 20. CORRIGENDUM/ADDENDUM:** Any corrigendum/addendum related to this tender shall be updated on BHEL e-Procurement portal <https://eprocurebhel.co.in/BHEL> website www.bhel.com. Bidders are requested to regularly visit the BHEL website to keep themselves abreast with updates.
- 21.** In addition to above, any Government of India (Gol) circulars issued from time to time affecting any of the above clauses shall supersede that condition of the tender.
- 22.** BHEL shall not be releasing any additional document other than formal PO in case contract is finalized with a bidder. For any queries, please contact the undersigned:

Name:	Dharmendra Singh	Sumit Gupta
Designation:	AGM	Sr.Manager
Department:	CMM – Steel	CMM - Steel
Contact details:	+91 755 – 250 3360	+91 755 – 250 3298
Email:	dharmendra2000@bhel.in	sumitg@bhel.in

Techno – commercial format

Sl.no	DESCRIPTION	TO BE FILLED-IN BY THE BIDDER	Remarks
1	Name of the supplier with Tel. No / E-mail.		
2	Name & designation of the contact person		
3	Address of the works at which / inspection / delivery is offered / PO is to be placed.		
4	Acceptance to bid evaluation criteria as per sl.no.1 of annexure – I.	YES – If 'No' your bid is liable for rejection.	
5	Acceptance to size, grade, tolerance requirement & technical requirement as per sl.no. 2 & 3 of annexure – I.	YES – If 'No' your bid is liable for rejection	
6	Acceptance to all pre-qualification criteria as per sl.no. 3 & 4 of annexure – I.	YES – If 'No' your bid is liable for rejection	
7	Name of the mill (s) from which items offered as per enquiry are to be sourced.		
8	Acceptance to delivery terms as per point no. 5 of annexure – I.	YES	
8.1	Quoted delivery in number of days from date of receipt of PO.	_____ Days	
8.2	Acceptance to late delivery penalty clause as per point no. 7 of annexure – I.	YES	
9	Acceptance to payment terms as per point no. 8 of annexure – I.	YES	
10	Acceptance to transit insurance clause as per point no. 7 of GTC BP 200102B of annexure – I.	YES	
11	Acceptance to inspection terms as per point no. 9 of annexure – I.	YES	
12	Acceptance to rejection replacement terms as per point no. 10 of annexure – I.	YES - If 'No' your bid is liable for rejection.	
13	Acceptance to taxes and duties clause as per point no. 11 of annexure – I.	YES	
14	HSN code & percentage of GST applicable ((HSN code and percentage of GST applicable to be specified by the bidder))		
15	Confirmation of offer validity till 90 days from date of bid part – 1 opening as per SI 12 of annexure-I.	YES	
16	Acceptance to short closure clause as per point no. 13 of annexure – I.	YES	
17	Acceptance to all the points of General T&C BP 200102B which are not covered in annexure – I.	YES	
18	Acceptance to BHEL's Fraud prevention Policy as per point no. 15 in annexure – I.	YES	
19	Submission of Integrity pact as detailed in sl.no. 16 of annexure – 1.	YES – If 'No' your bid is liable for rejection	
20	Acceptance to Make In India clause at sl.no. 17 of annexure – I and any declaration thereof by Department of Heavy Industry of Government of India. (submission of annexure – III to avail MII benefit is mandatory)	YES – If 'No' your bid is liable for rejection	
20.1	Local content in percentage of material supplied (this is required for classification & ascertaining of vendor as Class I or Class II under 'Make in India' scheme). (bidder to mention the percentage of local content in compliance to 'Make in India' initiative of GoI)	_____	
21	Acceptance to all the points of Annexure – D (model conciliation clause annexure)	YES – If 'No' your bid is liable for rejection	
22	Submission of Un-price bid with list of quoted items	Yes	

This Annexure – II (TECHNO - COMMERCIAL FORMAT) is to be submitted duly signed with seal with bid part – I (technical bid).

(Sign, seal and name of authorized signatory)

MAKE IN INDIA format (to be filled by OeMs of the participating bidders)

BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL

MATERIAL MANAGEMENT – STEEL DIVISION

For this Procurement, Government of India Public Procurement (Preference to Make in India), Order 2017 with its amendments and subsequent Orders issued by the respective nodal ministries shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

*As per the Provisions of this order, please submit **a self-certification complying with the conditions below on company letterhead duly signed by competent authority.***

I _____, hereby declare on behalf of M/s. _____ that we are participating in the Enquiry No. _____ floated by BHEL, Bhopal (MP), India and shall comply with following:

1. Public Procurement (Preference to Make in India), Order 2017 *with its amendments* and subsequent Orders issued by the respective nodal ministries shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

(a) A supplier will be treated as **“Class-I Local Suppliers”**, if the items quoted by bidder have local content equal to or more than 50%.

(b) **‘Local Content’** means the amount of value added in India, which shall be total value of item quoted (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, **in percent**.

2. I hereby declare that our firm qualifies as **“Class-I Local Suppliers”**.

a. The Local Content in the items quoted under this Enquiry is _____ Percent

b. Details of location(s) in India where this value addition shall be done, is/are as follows:

- (a) _____
- (b) _____
- (c) _____

(_____)

For M/s. _____

(Seal & Sign)

DECLARATION

(to be given by Bidder)

In pursuant to the Public Procurement Policy for MSEs Order, 2012, I/We declare(s) that My/Our firm is(are) falling under the following MSE category and I/we are submitting documentary evidence/ Govt. Certificate etc. along with UDYAM certificate in support of the same along with the techno-commercial offer.

Type under MSE	SC Owned	ST Owned	Women Owned	Others (excluding SC/ST & Women Owned)
Micro				
Small				

(√ Tick whichever is applicable)

Note: If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category.

Signature of Authorized Signatory

Name:

Designation:

Stamp / Seal of Firm

DECLARATION
(to be given by Bidder)

Conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- 1) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly.
- 2) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating.
- 3) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorized distributor (with/ or without the OEM). from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- 4) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

I/We declares that I/We have read and understood the above aspects, and confirms that such conflict of interest does not exist and undertakes that I/We will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, I am /We are, found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

Signature of Authorized Signatory
Name:
Designation:
Stamp / Seal of Firm