

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

Instruction to Bidders and Special Terms and conditions for supply of Cold rolled Non grain oriented steel coils/CRNGO under open tender enquiry E-1413026 Online bids are invited in **Two-Part Bid**, as per following details;

1. Tender quantity & tentative delivery schedule:

S. No.	Item / Size	Spec	Quantity (MT)	Delivery
1	0.50x705mmx705mm CRNGO Steel sheet coated both sides spec-TM10472 REV-03 (GRADE 50C530)	SPEC- TM10472 REV- 03	600 ± 10%	"Nov- Dec-2021"

- a) Quantity tolerance as requested by bidders for supply of material may be permitted with mutual consent.
- b) Material Test Certificates covering all the mechanical and chemical properties strictly as per Specification Spec-TM10472 REV-03 (GRADE 50C530) shall be furnished along with supply.

2. 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.*

3. Delivery Period: BHEL's preferable delivery requirement shall be as per enquiry and bidders are requested to consider the same while quoting their contractual delivery period 90days from PO placement date.

4. Clause by Clause acceptance

- A. 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-
 - i. Purchase specification of enquiry item –TM10472 REV-03.
 - 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-200102)
 - iv. All testing requirement as called in the purchase specifications must be part of the MTC to be issued by the Mill along with the supply.
- B. BHEL reserve the right to accept or reject the bid for deviation offered w.r.t clause 4.A.

5. Evaluation of bids:

- a. Offers will be evaluated on total delivered/landed cost (HESG in Rs. PMT basis) at BHEL Bhopal and Purchase order will be awarded accordingly.
- b. **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.
- c. 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.
- d. Offers will be evaluated at Merit duty basis.
- e. *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.*

6. 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 bidder 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.

7. **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.
8. **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.
9. **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.
10. Tender submission Process :
 - a) The E-TENDER should be submitted through <https://eprocurebhel.co.in/nicgep/app> in two part bid system not later than due date / due time. Tenders will be opened on due date / time.
 - b) All subsequent corrigendum/amendment shall be published only on our website (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 for price bid.

11. Complete tender documents can be downloaded from BHEL corporate website www.bhel.com, and <https://eprocurebhel.co.in/nicgep/app> also.
12. Bidders to give acceptance to **Conciliation clause** as per annexure D.
13. Compliance to **MAKE IN INDIA** circular issued by GoI:

“For this procurement, the local content to categorize a supplier as 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 order issued by the nodal ministry, changing the definition of local content for items of the NIT, the same shall be applicable even if issue 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.

14. 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.

E-1413026- Special conditions of enquiry

15. Short closure: BHEL reserves right to short close the contract for quantities anytime during the execution of contract.

16. 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.

17. Enclosure with Enquiry

- a. **Annexure I- Special conditions of the enquiry (3 pages):** To be filled completely and **to be attached along with the Part-I-technical offer.**
- b. **Common Pre-Qualification Requirement**
- c. **Material specification Spec-TM10472 REV-03 (GRADE 50C530).**
- d. **BP-200102- Enquiry GTC for Indigenous & foreign vendors (through Soft copy)- 10 pages**
- e. **Vendor registration form (online):** to be filled online and submitted by vendors not registered with BHEL.

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

Mr. Asim Mukherjee,
DGM, CMM Steel,
2nd Floor, ADM Building
BHEL Bhopal, Piplani, Bhopal (MP)- 462022
Phone: 0755-2505778
E- mail: mukherjee1@bhel.in

Mr. Deepak kumar,
Sr. Engineer CMM Steel,
2nd Floor, ADM Building
BHEL Bhopal, Piplani, Bhopal (MP)- 462022
Phone: 0755-2505420
E- mail: deepakkumar.r@bhel.in

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

Sr No	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 5.b of Annexure E1413026-I)	
5	Lead time for supply of CRNGO coils from the date of Purchase Order	
6	Validity of the rates (for issuance of Purchase Orders) – 90 days from technical bid opening date	
7	Tender submitted in two part bid only.	
8	In case of rejection, BHEL reserve the right to withhold the payment of rejected lot & supplier must withdraw the bill of exchange unconditionally.	
9	Inspection at BHEL shall be final & binding.	
10	Acceptance of part order quantity	
11	Acceptance to conciliation clause as per annexure D	
12	Acceptance to Fraud Prevention Policy	
<u>Additional details required</u>		
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 of 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 separately.	
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 13 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