

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

Annexure I

Instructions to Bidders and special terms and conditions for supply of Cold rolled NGO steel under Rate contract online tender enquiry E1493037 requirement of BHEL Units (Bhopal, Jagdishpur, Hyderabad & Haridwar) for FY 2020- 21. Online bids (E-procurement) are invited in **Two-Part Bid** for entering into Rate contract for purchase of CRNGO in the following grades and quantities;

1. **Tender quantity & desired delivery schedule** : April 2020 onwards

S.N	Material Spec / Grade	Project Status	Size			Qty in MT	Coating Condition	Mode of assessment
			Thickness	Width	Length / coil			DEEC , PIB, Merit, etc
BHOPAL REQUIREMENT								
1 - BP	AA10917 rev 07 Gr - 65C530	Anticipated	0.65	1015	Coil	350	Both side insulated with coating thickness microns 5.5+/-1.5	Merit
2 - BP			0.65	975	Coil	100		
3 - BP			0.65	960	Coil	50		
4 - BP			0.65	890	Coil	150		
5 - BP			0.65	790	Coil	150		
6 - BP			0.65	710	Coil	100		
7 - BP			0.65	630	Coil	100		
8 - BP			0.65	560	Coil	50		
9 - BP			0.65	1235	1260	250		
10 - BP			0.65	1160	1160	35		
11 - BP			0.65	1130	1130	250		
12 - BP			0.65	1090	1090	80		
13 - BP			0.65	1060	1060	60		
14 - BP			0.65	920	920	50		
15 - BP			0.65	970	970	50		
16 - BP	AA10916 rev 08 Gr- 65C350		0.65	1015	Coil	350		
17 - BP			0.65	975	Coil	50		
18 - BP			0.65	960	Coil	50		
19 - BP			0.65	890	Coil	150		
20 - BP			0.65	790	Coil	75		
21 - BP			0.65	710	Coil	75		
22 - BP			0.65	630	Coil	50		
23 - BP			0.65	1235	1260	100		
24 - BP			0.65	1130	1130	100		
25 - BP			0.65	1060	1060	75		
TOTAL FOR BHOPAL (MT)						2900		
JAGDISHPUR REQUIREMENT								
1 - JP	AA10901 rev 06 Grade-50C600	Anticipated	0.5	463	Coil	200	Both side insulated as per Spec	Merit
2 - JP			0.5	495	Coil	100		
3 - JP	TM10472 rev01 Gr-50C530		0.5	710	Coil	800		
4 - JP			0.5	710	710	600		
5 - JP			0.5	770	790	100		
6 - JP	AA10916 rev 08 Gr- 65C350		0.65	660	Coil	200		
7 - JP			0.65	890	Coil	200		
8 - JP			0.65	960	Coil	50		
9 - JP			0.65	975	Coil	100		
10 - JP			0.65	1015	Coil	500		
11 - JP			0.65	1130	Coil	100		
12 - JP			0.65	1235	1260	100		

S.N	Material Spec / Grade	Project Status	Size			Qty in MT	Coating Condition	Mode of assessment
			Thickness	Width	Length / coil			
13 - JP	AA10917 rev 07 Gr - 65C530	Anticipated	0.65	560	Coil	400	Both side insulated as per Spec	Merit
14 - JP			0.65	790	Coil	100		
15 - JP			0.65	890	Coil	300		
16 - JP			0.65	920	920	50		
17 - JP			0.65	975	Coil	200		
18 - JP			0.65	1015	Coil	600		
19 - JP			0.65	1130	Coil	200		
20 - JP			0.65	1235	1260	200		
21 - JP	HG10062 rev06 Gr - 50C270		0.5	820	Coil	254		PI
22 - JP	TM10427 rev01 Gr-50C470		0.5	506	Coil	100		Merit
TOTAL FOR JAGDISHPUR (MT)						5454		
HYDERABAD REQUIREMENT								
1 - HY	AA10916 rev 08 Gr- 65C350	Anticipated	0.65	580	Coil	34	Uninsulated, protected on both sides by rust preventing coating of thickness 2 ± 1 micron	MERIT
2 - HY	AA10907 Rev 06 Gr-50C310		0.5	650	Coil	50		
3 - HY	AA10916 rev 08 Gr- 65C350		0.65	580	Coil	45		
4 - HY	AA10907 rev 06, Grade-50C310		0.5	780	Coil	120		
5 - HY	AA10916 rev 08 Gr- 65C350		0.65	635	Coil	46		
6 - HY			0.65	635	Coil	46		
7 - HY			0.65	635	Coil	46		
8 - HY			0.65	580	Coil	45		
9 - HY	AA10916 rev 08 Gr- 50C350		0.5	520	Coil	26		
10 - HY	AA10916 rev 08 Gr- 65C350		0.65	1250	Coil	14		
11 - HY	AA10916 rev 08 Gr- 50C350		0.5	520	Coil	26		
12 - HY	AA10916 rev 08 Gr- 65C350		0.65	1250	Coil	14		
13 - HY	AA10916 rev 08 Gr- 50C350		0.5	520	Coil	36		
14 - HY	AA10916 rev 08 Gr- 65C350		0.65	1250	Coil	20		
15 - HY	AA10917 rev 07 Gr - 65C530		0.65	780	Coil	20		
16 - HY	AA10916 rev 08 Gr- 65C350	FIRM	0.65	705	Coil	50		
17 - HY			0.65	705	Coil	50		
18 - HY			0.65	705	Coil	50		
19 - HY	AA10907 Rev 06 Gr-50C310	Anticipated	0.5	780	Coil	120		
20 - HY			0.5	740	Coil	110		
21 - HY			0.5	705	Coil	85		
TOTAL FOR HYDERABAD (MT)						1053		
HARIDWAR REQUIREMENT								
1 - HW	HW10998 rev 01 Gr - 100C700	Confirmed 4MT	1	1000	2000	4.2	Uninsulated, protected on both sides by rust preventing coating of thickness 2 +/- 1 micron.	PI
2 - HW		Anticipated	1	1000	2000	9		Merit
3 - HW		confirmed	1	1000	1120	2.5		Merit
4 - HW			1	1000	1120	3.8		PI
5 - HW	AA10907 Rev 06 Gr-50C310	Anticipated	0.5	710	Insulated (ROLL FORM)	2.5	Both side insulated with coating thickness 3-6 microns on each side	Merit
6 - HW						10.5		Merit
TOTAL FOR HARIDWAR (MT)						32.5		

- a) Ordering Tolerance of +/- 25% may be applicable item-wise with mutual consent.
 - b) BHEL reserves the right to change allocation of item quantities to a particular vendor depending on BHEL's requirement and production schedule, in a manner that total quantity allocated to vendor remains same.
 - c) Supply tolerance as requested by the bidder may be permitted with mutual consent.
 - d) **Coating thickness:** As per applicable specification
 - e) **Acceptable coil weight:** Maximum up to 3.5 MT for BHEL Bhopal (preferred 2 to 2.5 MT), 3.5-4 MT for BHEL Hyderabad, Maximum 6 MT for BHEL Haridwar and Jagdishpur. Maximum OD of 1500 mm and nominal ID of coils for all units to be 508 mm +/-10 mm.
 - f) **For sheets:** Approximate weight of each bundle shall be 2 to 3 metric tonnes. Bundle weighing 2 Metric tonnes is however preferred.
 - g) This requirement is of all four BHEL units and technical scrutiny will be done from all four BHEL units, hence your offer to have validity of 90 days for awarding rate contract.
 - h) RC will be valid for ordering upto 6 months from the date of issue of rate contract. Therefore, your rates to be firm and valid for ordering within 6 months (180 days) from rate contract issuance date. *Procurement will be carried out progressively as per BHEL's requirement under this rate contract with an option to short close it within the validity of the rate contract, if required.*
 - i) Quantities are indicative based on market perception of BHEL. Actual ordering quantity shall be in tune with orders booked by BHEL. BHEL reserves the right to place purchase orders (POs) for smaller quantities.
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 outrightly.
 3. **Other additional technical requirement:**
 - a) Bidder must submit the MTCs as per BHEL's format (BHEL/QFD/MTC/002) or confirm that all testing requirements as called in the purchase specifications must be part of the MTC to be issued by the Mill along with supply.
 - b) Testing & Certification shall be done as per BHEL Specification.
 - c) Final inspection/testing of material for acceptance shall be at respective BHEL Unit.
 4. **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.
 5. Technical & Commercial conditions agreed under this Rate contract enquiry may be treated as TC MoU and future purchases could be considered under single bid enquiry with support of conditions agreed under the MoU.
 6. **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 specifications AA10907 Rev 06, AA10916 Rev-08, AA10917 Rev 07, TM10472 Rev 01, TM10427 Rev 01, AA10901 Rev 06, HG10062 rev 06 and HW10998 Rev 01.
 - ii. Terms and conditions contained in this Annexure-I & Annexure -II and General Terms & Conditions (Enquiry GCC, BP-200102)
 - iii. All testing requirement 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.
 - iv. Purchase orders/payment will be arranged separately by the concerned BHEL Units. The vendors shall ensure timely dispatches as per delivery schedule indicated in the purchase orders.
 - v. Minimum 14 days free of detention from the date of IGM for custom clearance at Delivery port to be offered by the bidder through its shipping Line for CFR / CIF delivery.
 7. **Additional clause for Imports**
 - i. Bidders to ensure to negotiate the shipping documents with their bankers within standard time of maximum 21 days as per UCP600, early negotiation are always preferred. Any delay in submission of documents results in cascading effect on various consequent costs to BHEL like demurrage charges; detention charges ground rent, storage charges etc. In order to put the onus on the vendor to negotiate the shipping documents within the allowed time, a penal charge (as applicable) to be levied from the bills submitted for payment for delay on his part.
 - ii. Seller shall arrange to send to the respective purchaser one set of documents as per clause 11 B as per general term and condition BP200102. In addition for BHEL Hyderabad requirement, Seller shall also upload soft copy of the dispatch documents consisting of BL / AWB, Invoice, Shipping list & Test certificates and other documents as indicated in the Purchase Order in PRADAN website

(<http://pradan.bhelhyd.co.in/>).

- iii. In case the material shipped in Full Containers (FCL), seller shall ensure that the Bill of Lading should clearly spell out the Port of discharge - "Nhavaseva" and preferred place of Delivery / Final Destination - "ICD Sanath Nagar for BHEL Hyderabad / ICD Mandideep for BHEL Bhopal".
- iv. The vendor to submit the declaration of permanent establishment and business connection in the enclosed format either in Annexure I or Annexure II whichever is applicable as per their transaction entered into with BHEL. In the absence of certificates from the vendor, withholding tax @ 40% plus applicable surcharge and cess will be levied at time of remittance to the supplier.

8. Evaluation of bids:

- a. Offers will be evaluated for total delivered/landed cost (HESG in Rs PMT basis) at respective BHEL Unit, separately for each item and Rate contract will be awarded accordingly.
- b. The material is required against confirmed as well as anticipated orders and this rate contract is for raw material of various motors/TG/Hydro generators and late delivery penalty is applicable as 0.5% per week of delayed portion per week or part thereof subject to maximum 10% of the total order value.
- c. Overseas offers will be preferably evaluated on CFR/CIF Nhava Sheva for CSU Jagdishpur & BHEL Haridwar, CFR/CIF ICD Mandideep for BHEL Bhopal and CFR/CIF ICD Sanath Nagar for BHEL Hyderabad requirement.
- d. CRNGO may be required for projects where custom duty benefit is available to BHEL subject to availability of advance authorization / licence for physical/ deemed export job or project import registered with appropriate Indian Customs office. Wherever, duty benefit is available for import of CRNGO, indigenous bidders can avail the benefit through invalidation. Bidders must provide necessary details such as IEC code, concerned DGFT address, GSTN and procedure to be followed for obtaining invalidation letter from BHEL.
- e. **Invalidation discount in INR/kg to be quoted by the bidder in annexure II. Same shall not be used for purpose of evaluation / establishing relative status in tender.**
- f. Items for which Custom duty benefit (PI) is specified at Clause 1 above will have custom duty @ 5%. For other items offers will be evaluated at merit duty.

9. **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.

10. **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.

11. **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.

12. Tender submission Process :

- (a) The E-TENDER should be submitted through <https://bhel.abcpurchase.com>, 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.

13. Complete tender documents can be downloaded from BHEL corporate website www.bhel.com also.

14. Bidders to give acceptance to Conciliation clause as per **annexure D**.

15. Compliance to MAKE IN INDIA circular issued by GoI:

"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 & 29.05.19 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"

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

- (a) 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. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL. 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	Address	Contact detail
1	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	Ph: +91 8130386387 acverma1@gmail.com
2	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010	Ph: +91 8853760730 9818377360 vbssinghips@gmail.com

- (b) 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. All correspondence with the IEMs shall be done through e-mails only.

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	Dolly Gera
Landline No	0755 250 2499	0755 250 3090
Email	nehasingh@bhel.in	dollygera@bhel.in
Deptt	Purchase (CMM –Steel)	
Address	Administrative building, 2 nd floor, BHEL Bhopal - 462022	

17. In addition to above our General 'Terms and Conditions of indigenous enquiry' and 'BHEL PO Terms and Conditions' for indigenous & foreign bidders shall also be applicable to this tender. Bidders may note that suitable loading will be done for arriving at the Landed cost to BHEL Bhopal price for any deviation from these general Terms & Conditions.

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.*

18. **Enclosure with Enquiry**

- Annexure I & II - Notice Inviting Tender : To be filled completely and to be attached along with bid Part-I offer.
- Common Pre-Qualification Requirement
- Material specifications tabulated above.
- Annexure – 1 (page 5 of 5) of Coating thickness specification AA0851711.
- BHEL Bhopal MTC format.
- BP-200102- Enquiry general conditions of contract for Indigenous & foreign vendors (through Soft copy)
- Permanent establishment and Business connection Annexure – A & Annexure – B
- Integrity pact format: to be filled, signed, and witnessed and to be submitted along with bid Part-I offer.
- Details of Independent External Monitor (IEM).
- In case of any further assistance in this tender please contact persons mentioned at S. N 16 (b) – Ms Neha & Ms Dolly Gera.

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

Annexure II		
Sr No	Description	Remarks
1	Confirmation to supply material as per BHEL specifications	YES
2	Confirmation to supply material as per enquiry size and quantity	YES
3	All testing requirement as called in the purchase specifications must be part of the Mill TC / TPI report to be issued by the mill along with supply.	YES
4	Acceptance of late delivery penalty clause (Refer Clause 9 of Annexure-II- Enquiry GCC & clause 8.b of Annexure E1493037-I)	YES
5	Lead time for supply of CRNGO coils/sheet from the date of Purchase Order / LC	weeks
6	Confirmation that supplying mill is BIS approved for quoted material grade	YES
7	Validity of offer for issuance of rate contract shall be minimum 90 days from Part-I- technical bid opening date	YES
8	Validity of the rates for minimum 6 months from RC issuance date for placement of PO	YES
9	Acceptance of part order quantity	YES
10	Tender submitted in Two part bid only	YES
11	In case of rejection, BHEL reserve the right to withhold the payment of rejected lot & supplier must withdraw the bill of exchange unconditionally.	YES
12	Acceptance to inspection / testing clause as per Clause 3 of Annexure E1493037-I	YES
13	Acceptance of price finalization through reverse auction	YES
14.1	Items for which offer submitted for Bhopal Unit :	
14.2	Items for which offer submitted for Jagdishpur Unit :	
14.3	Items for which offer submitted for Hyderabad Unit :	
14.4	Items for which offer submitted for Haridwar Unit :	
Additional details for overseas bidders		
1	Port name in case of FOB delivery (For reference only)	-----
2	Discharge Port Nhava Sheva in case of CFR/CIF delivery	YES
3	Delivery port ICD Mandideep for CFR/CIF delivery for Bhopal Unit requirement and Delivery port ICD Sanatnagar for CFR/CIF delivery for Hyderabad Unit requirement	YES
4	Shipment of cargo through containers	YES
5	Minimum 14 days free of detention from the date of IGM for custom clearance at Delivery port to be offered by the bidder through it's shipping Line for CFR delivery	YES
6	Acceptance of payment terms- irrevocable and unconfirmed LC, payable within 90 days from the BL date as per Clause 16 of Annexure- II- Enquiry GCC (BP200102)	YES
7	BL and invoice should mention the Incoterm as “ CIF” or “CFR / C&F”.	YES
8	BL should mention Applicable destination charges, acceptable by shipping lines. ROD should be aware of destination charges before consignment reaches destination Port.	YES
9	Load port charges should be settled by the supplier and should not be passed on to BHEL in some form of destination charges.	YES
Additional details for indigenous bidders		
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).	YES
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 Annexure-II-Enquiry GCC (BP200102)	YES
4	Supplier shall have valid GST registration	YES
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	YES
6	All invoices shall bear the HSN code for each item separately.	YES
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.	YES
8	Invalidation discount on account of Clause 8 (e) of annexure I	Rs/kg
9	Submission of declaration for having local content more than 15 % for fulfillment of clause 15 of annex I.	YES

- 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