

Instruction to bidders and terms & conditions for supply of Cold Rolled Grain Oriented (CRGO) steel laminations on finished and stacked basis under enquiry (E1463019) for BHEL Bhopal Unit (India) – 126920 kgs (nominal).

Offers through GeM's e-procurement portal <https://gem.gov.in> are invited in Two-Part Bid system for purchase of **23HP85d** grade of CRGO steel laminations on finished and stacked basis as per terms and conditions below.

NIT (Notice Inviting tender) for E1463019 – CRGO laminations on finished and stacked basis

In case, CRGO coils, following QA plan shall be followed:

CRGO Steel (Stock Item)	a)	Dimensions & finish	Major	Measure	1 sample/ lot recd.		TC or TR	P	V	-
	b)	Grade of CRGO	-do-	Verify	-do-	1 sample / lot	-do-	✓	V	V
	c)	Edge cam								

NIT (Notice Inviting tender) for E1463019 – CRGO laminations on finished and stacked basis

- II. BHEL Quality / customer / TPIA will review TC or inspect coil at vendor works and accord clearance for processing laminations within 10 days (considering inspection duration and testing of samples at competent accredited testing lab as per ISO 17025. Certificate shall contain accreditation & Accreditation Symbol) of submission of complete mill TC, clarifications and other documents if required any. Mill TC shall be as per BHEL specifications. No delivery extension request will be considered in case of delay by supplier in submission of complete documents and clarifications. BHEL will not be responsible for LD penalty due to delay in submission of mill TC or clarifications by vendor.
- III. Test certificates should cover result of tests for mechanical and electrical properties as per specification and IS 3024:2015 for each coil No/ Heat No.
- IV. Dimensions and toler

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10. Delivery period: Delivery period shall be quoted in number of days from PO date or as per agreed commercial conditions. BHEL prefers delivery to be 60 days from date of PO. Early deliveries will be acceptable with mutual consent. Item wise PO shall be placed separately. **Supply requirement against this enquiry for BHEL- BHOPAL shall be from Sept 2026.**

11. Terms of delivery: F.O.R. destination on door delivery basis (BHEL Bhopal).

12. Levy of Penalty for delayed performance: As per latest GeM guidelines. In case of any recovery for delayed performance, the applicable GST shall also be recovered from b

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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

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

“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 a defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 and amendments issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the 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”

To

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27. 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:	Madhurendra Manderwal	Vineet Suman
Designation:	DGM	Sr. Manager
Department:	CMM – FE & Steel	CMM – Steel
Contact details:	+91 755 – 250 5210	+91 755 – 250 5805
Email:	madhurendra@bhel.in	vineetsuman@bhel.in

PQR (Pre-Qualifying requirement) conditions of tender no – E1463019.

Sr. No	Parameters	Vendors compliance (Yes/No)
1.	CRGO laminations processor must be approved by M/s NTPC before price bid opening date which tentatively will be within 15 days from the bid part-I opening date. Any change in approval status from NTPC shall be immediately informed to BHEL. Vendors must be approved by M/s NTPC and if validity extension is pending with NTPC, same shall be considered for further processing.	
2.	Certificate of conformity: Lamination processor to submit valid certificate of conformity of BIS before price bid opening date which tentatively will be within 15 days from bid part-I opening date as per latest quality control order issued by Government of India. If validity extension is pending with BIS, same shall be considered for further processing.	

(Seal & sign of the bidder)

Other salient parameters for compliance in tender E1463019:

Sr. No	Conditions	Vendors compliance/acceptance (Yes/No)
1	Confirmation about UOM (Unit of Measurement) & currency in which you have quoted i.e. INR / kg OR INR / MT.	(Yes / No)
2	Confirm whether you have quoted your rate inclusive of GST. (*please quote rate inclusive of GST only.)	(Yes / No)
3	Acceptance	

Format - Self Certificate for MII

CERTIFICATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 19.7.24 AND SUBSEQUENT ORDER(S)

(To be provided on the Letter Head of the Entity/Firm)

To,

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				

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

Declaration Regarding Breach of Contract, Remedies, and Termination (To be given by Bidder).

The following shall amount to breach of contract:

- I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.
- II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately

- iv) In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.
- v) If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
 - a. from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.
 - b. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any



PLANT PURCHASING SPECIFICATION BHOPAL

BP 10984

REV NO. 05

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SUPERSEDES
BP 10984 Rev 04

COLD ROLLED GRAIN ORIENTED SHEET STEEL

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

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- 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-sub

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- 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 or action can be taken as per the separate "Guidelines on B

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- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.
- 8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions

- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact 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 Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of I

Clause on IP in the tender**Integrity Pact (IP)**

- (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.

SI	IEM	Email
1.	Dr. Sarat Kumar Ach	