

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

Instruction to Bidders and Special Terms and conditions for supply of COLD ROLLED MAGNETIC STEEL SHEET under global tender enquiry E1413079. Online bids are invited in **Two-Part Bid** (<https://eprocurebhel.co.in/nicgep/app>) as per following details;

A. **Bid Part – 1:** This is techno – commercial part of offer in E1413079, **E1413088**

B. **Bid Part – 2:** This is Price bid of E1413079. In this part vendor shall have to enter prices in Currency / MT in <https://eprocurebhel.co.in/nicgep/app> **E1413088**

Price bids of only those bidders shall be opened whose offers are techno – commercially acceptable.

The supplies against this tender enquiry shall be subject to our general Terms and conditions of enquiry (200102A) and PO. In addition, the terms and conditions given under this annexure shall specifically apply to this enquiry. Should there be any difference between the general Terms and conditions of enquiry and PO and the conditions included in this annexure, the later shall prevail.

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

Item	Item / Size	Quantity (MT)	Tentative Delivery Requirement
1	1.0 mm tk x 372 mm x 2180 mm Cold Rolled Magnetic Steel Sheet to HG 10067 rev 01 (Gr – 250)	320 +10/-0%	May '22
2	1.0 mm tk x 372 mm x 2085 mm Cold Rolled Magnetic Steel Sheet to HG 10067 rev 01 (Gr – 250)	300 +10/-0%	May '22
3	1.0 mm tk x 360 mm x 1855 mm Cold Rolled Magnetic Steel Sheet to HG 10067 rev 02 (Gr – 250)	258 +10/-0%	April '22
4	1.0 mm tk x 515 mm x 2520 mm Cold Rolled Magnetic Steel Sheet to HG 10036 rev 02 (Gr – 350)	225 +5/-0%	May '22
5	1.0 mm tk x 335 mm x 2220 mm Cold Rolled Magnetic Steel Sheet to HG 10036 rev 02 (Gr – 350)	80 +10/-0%	May '22
6	2.0 mm tk X 699 mm x 3316 mm Magnetic Steel Sheet, Cold Rolled, to HG10066 (Gr – 600) rev 03 or Hot rolled (Gr – 600) to AA10913 rev 05	405 +5/-0%	May '22
	Total	1588 MT	

Quantity tolerance (supply tolerance) as per above is preferred, however quantity tolerance as requested by the bidder may be permitted with mutual consent.

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. **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-

- 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-200102A)
- 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 3.A.

03.03.21  
(A. MURHERJEE)

03.03.21  
(A. Dikshit)

TSM-  
03/03/2022  
(S. BALAMURUGAN)

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(Mamba Makhija)

4. Evaluation of bids:

- Offers will be evaluated (**Item wise**) on total delivered/landed cost (HESG in Rs PMT basis) at BHEL Bhopal for item 1,2,4,5 & 6 and at FSIP Jagdishpur at item no 03 and purchase order will be awarded accordingly.
- Exchange rate (SBI TT Selling rate) on technical bid opening date will be used for evaluation. If relevant day happens to be a bank holiday in India, then exchange rate on previous bank working day will be used for evaluation.
- 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. **For Foreign bidder:** Date of OBL date shall 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.*

5. Terms of delivery:

- For indigenous bidders:** F.O.R. destination on door delivery basis. For item no 1,2,4,5,6 at BHEL Bhopal and for item no-03 at FSIP Jagdishpur.
- For foreign bidders:**
  - Rates quoted shall be on CFR/CIF Nhava Sheva. Goods shall be dispatched preferably in 20'GP or 40' GP containers on FCL- full container load basis. All en route charges including inland haulage charges till final destination shall be to supplier's account.
  - Goods shall be dispatched by sea, unless stated otherwise in the purchase order.
  - Minimum of 14 days' detention free period from IGM date is mandatorily required and destination charges to shipping line must be mentioned on Bill of Lading.
  - Shipping line must allow the cargo to be transferred to BHEL's designated CFS (Containerized Freight Station) at destination port. In case, same is not allowed by the shipping line, ground rent and all ground charges shall be as per BHEL's CFS only.

6. Payment Terms:

- For foreign bidders:** 100% against irrevocable, unconfirmed usance LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90<sup>th</sup> day of B/L / AWB against acceptance of material. In case, BHEL considers any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of State bank of India Base rate plus 6%, for the credit period short of 90 days. The LC shall be established 2 months prior to shipment date, valid for period of 90 days, unless agreed otherwise.
- 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 2 11 9 (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 will be loaded at the rate of SBI base rate + 6% for price comparison purposes on cost to BHEL basis as per present practice.

- PEBC:** Foreign vendors needs to submit certificate of declaration for permanent establishment and business connection for determination of taxability as per section 9(1) of Income Tax Act, 1961 to be read with DTAA as per attached formats (annexure A and B). In absence of same, withholding tax of 30% plus applicable surcharge and cess will be applicable.

- 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.

03/03/2022

S. BALAMURUGAN

C. Manu Malhiya

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 :
- 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.
  - 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
11. Complete tender documents can be downloaded from BHEL corporate website [www.bhel.com](http://www.bhel.com) 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 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"

**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. **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:acvermal@gmail.com">acvermal@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	Sumit Gupta	Purchase (CMM -Steel)
Contact details	0755 250 3298	<a href="mailto:sumitg@bhel.in">sumitg@bhel.in</a>
Address	Administrative building, 2 <sup>nd</sup> floor, BHEL Bhopal - 462022	

*(A. Dikshit)*

*(A. MURDEREE)*

*(S. BALAMURUGAN)*

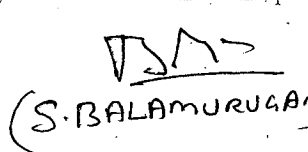
*(Manda Malhija)*

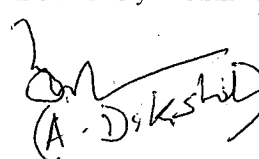
## Annexure II

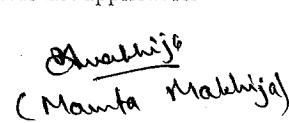
S.N	Description	Remarks
1	Confirmation to supply material as per enquiry material specifications	
2	Confirmation to supply material as per enquiry size and quantity	
3	All testing requirement as called in the purchase specifications must be part of the Mill TC to be issued by the mill along with supply.	
4	Acceptance of late delivery penalty clause ( Refer Clause 4.c of Annexure E1413079)	
5	Lead time for supply of of Magnetic Steel from the date of Purchase Order	----- days
6	Validity of the rates - 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 to part order quantity	
11	Acceptance to conciliation clause as per annexure D	
12	Acceptance to Fraud Prevention Policy	
13	Submission of original copy of Integrity pact	
<b>Additional details for overseas bidder</b>		
1	Port name in case of FOB delivery (For reference only)	
2	Discharge Port Nhava Sheva in case of CFR/CIF delivery	
3	Delivery port ICD Mandideep for CFR/CIF delivery for Bhopal Unit requirement	
4	Shipment of cargo through containers	
5	Minimum 14 days free of detention from the date of IGM for custom clearance at	
6	Acceptance of payment terms- Irrevocable and unconfirmed LC, payable within 90 days from the BL date as per Clause 6 of Annexure- I	
7	BL and invoice should mention the Incoterm as "CIF" or "CFR / C&F".	
8	BL should mention Applicable destination charges, acceptable by shipping lines. ROD should be aware of destination charges before consignment reaches destination Port.	
9	No of 20' and 40' FCL containers required (Item wise)	
10	Confirmation of 14 days' detention free period from IGM for Custom clearance at delivery port. Same shall be offered by the bidder through their shipping line for CFR deliveries	
<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 6 of Annexure I	
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 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.

  
(A. M. MURTHY)  
Sign & Seal of the vendor

  
(S. BALAMURUGAN)

  
(A. Dikshit)

  
(Manita Mahesh)