

ANNEXURE - I

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 Magnetic 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 for E1423046 as illustrated below:

- A. **1st part of offer shall be Bid Part – 1:** This is techno – commercial part. 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. In the course of evaluation, if more than one bidder happens to occupy L-1 status, relative status shall be established 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. 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. Item description mentioned in PO shall only be mentioned on the supply documents without any deviation. No document other than PO as part of commercial agreement with salient terms shall be issued. Price bids of only those bidders shall be opened whose offers are techno – commercially acceptable. Information for the same shall be given to bidders prior to price bid opening. Credentials of successful bidder shall be required prior to release of PO.

2. **Enquiry items along with quantities and supply tolerance:**

Sno	Material description	Quantity in MT	Qty tolerance	Delivery destination
BP-1	1 MM X 355 MM X 1780 MM LONG MAGNETIC STEEL SHEET COLD ROLLED GR-250 AS PER PRODUCT STANDARD HG10067 REV01.	145	+/-10%	Bhopal
BP-2	2.0 MM X 450 MM X 2175 MM LONG MAGNETIC STEEL SHEET COLD ROLLED GR-600 AS PER PRODUCT STANDARD HG10066 REV03. OR MAGNETIC STEEL SHEET HOT ROLLED GR-600 AS PER PRODUCT STANDARD AA10913 REV-05.	170	+/-10%	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-200102A)
 - 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:**

A. For indigenous bidders:

- F.O.R. destination on door delivery basis.

B. For foreign bidders:

- a) Goods shall be dispatched by sea, unless stated otherwise in the purchase order.
- b) Rates quoted shall be on CFR/CIF Nhava Sheva. Goods shall be dispatched preferably in

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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.

- c) 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.
 - d) 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.
 - e) 4 OBLs are to be released with one original necessarily to be marked / to be sent to Manager (CMM – Steel), 2nd Floor, Admin Building, Central Material Management Division, BHEL, Bhopal, M.P., 462022, India.
 - f) Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the Seller's account and in no case shall be borne by BHEL.
6. **Delivery Period:** BHEL's preferable delivery requirement shall be 90 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 @ 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 as per clause 9 of GTC BP 200102. 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 foreign bidder:** Date of OBL date shall be taken as proof of delivery
 - **For indigenous bidder:** Receipt of material at BHEL (UMID / CN date) will be taken as proof of delivery for indigenous bidders
8. **Payment Terms:** -
- **For indigenous bidders:**
100% payment in 90 days of receipt (45 days for MSE including NSIC/ Udyog Aadhar/Udyam registered suppliers as per relevant act in force), subject to acceptance of material at BHEL, on direct presentation of the documents. Any deviation from the above payment terms, if accepted by BHEL, shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.
 - **For foreign bidders:**
100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90th day of B/L / AWB. Any deviation from the above payment terms, if accepted by BHEL, shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation 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. Wherever LC payment terms have been quoted by the vendor, pre – dispatch clearance from BHEL on provisional mill TC / final TC prior to dispatch OR original mill TC verified by TPIA shall be made part of negotiable documents to be submitted by the vendor in bank.
9. **PEFC:** 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.
10. **Inspection of material:** All supplies shall directly be made from mill with BHEL's PO number duly mentioned on material TC. In case, supplies are not directly from mill in name of BHEL, Bhopal, steel plates shall have to be supplied post TPIA and same shall be in bidder's scope – foreign bidders & in BHEL's scope – indigenous bidders. All documents shall be legible and in English language. Final inspection shall be done at BHEL Bhopal on material receipt and results of the same shall be binding.
11. **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.
12. **Taxes & Duties:**

(a) Imports: The offered prices shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF price.

(b) 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.

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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.

13. 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.

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

15. In addition to above our 'General Terms and Conditions enquiry' BP200102 shall also be applicable to this tender. **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.**

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

17. 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. A panel of Independent External Monitors (IEM) has been appointed to oversee implementation of IP in BHEL.
- c) 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 preliminary qualification. Details of IEMs for this tender is furnished below:

Name: Sh. Arun Chandra Verma, IPS (Retd.) E-mail: acverma1@gmail.com	Name: Virendra Bahadur Singh, IPS (Retd.) E-mail: vbsinghips@gmail.com
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- d) Please refer section-8 of the IP for Role and Responsibilities of IEMS. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.
- e) No routine correspondence shall be addressed to IEM (phone/post/email) regarding the clarifications, time extensions or any such administrative queries, etc. on the tender issued. All such clarification/issues shall be addressed directly to the tender issuing (procurement) department.

18. 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

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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.

23. **Model conciliation:** Bidders to provide acceptance to BHEL's model conciliation clause as per attached annexure – D.
24. In addition to above, any Government of India (GoI) circulars issued from time to time affecting any of the above clauses shall supersede that condition of the tender.
25. **Declaration (annexure – E)** by vendor about the participation of sister concerns in tender enquiry.
26. 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:	Asim Mukherjee	Sumit Gupta
Designation:	DGM	Manager
Department:	CMM – Steel	CMM - Steel
Contact details:	+91 755 – 250 5778	+91 755 – 250 3298
Email:	mukherjee1@bhel.in	sumitg@bhel.in

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Techno – commercial format for E1423046

Annexure – II

Sl.no	DESCRIPTION			TO BE FILLED-IN BY THE BIDDER	Remarks
1	Name of the supplier with Tel. No. / Fax Nos. / 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 200102A of annexure – I.			YES	
12	Acceptance to inspection terms as per point no. 10 of annexure – I.			YES	
13	Acceptance to rejection replacement terms as per point no. 11 of annexure – I.			YES - If 'No' your bid is liable for rejection.	
14	Acceptance to taxes and duties clause as per point no. 12 of annexure – I.			YES	
14.1	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 13 of annexure-I.			YES	
16	Acceptance to short closure clause as per point no. 14 of annexure – I.			YES	
17	Acceptance to all the points of General T&C BP 200102A which are not covered in annexure – I. (Duly signed and sealed on each page)			YES	
18	Acceptance to BHEL's Fraud prevention Policy as per point no. 16 in annexure – I. (Duly signed and sealed on each page)			YES	
19	Submission of Integrity pact as detailed in sl.no. 17 of annexure – 1. (Duly signed and sealed on each page)			YES – If 'No' your bid is liable for rejection	
20	Acceptance to Make In India clause at sl.no. 18 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) (Duly signed and sealed on each page)			YES – If 'No' your bid is liable for rejection	
22	Submission of annexure – E declaring sister concerns participating in this tender. (Duly signed and sealed on each page)			YES – If 'No' your bid is liable for rejection	
23	Quoted as per point no. 2 & 3 of annex. - I	It no.	Item description	Qty in MT	Quoted / Not quoted
		BP-1	1 MM X 355 MM X 1780 MM	145	YES / NO
		BP-2	2.0 MM X 450 MM X 2175 MM	170	YES / NO

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)

Annexure - III

Format of Independent Statutory auditor's certificate for percentage of Local Content for availing "make in India" preference to be issued on the letter head of the Audit Firm.

TO,

<Nameandcompleteaddressofthebidder>

Sub:IndependentStatutoryauditor'scertificateforpercentageofLocalContentforavailing"make in India" preference.

Ref: <Tender Enquiry details of HEP _ BHOPAL>

1. We, <Firm name>, Chartered Accountants, the Statutory Auditors of M/s <Bidders name> ("the Company") have been requested by the company to verify the amount of value added in India (i.e. the total value of the items procured excluding net domestic indirect taxes, minus the value of the imported content, if any, of the above mentioned items including all custom duties), as a proportion of total value. This certificate is required by the company for purpose of availing purchase preference under public procurement (preference to make in India), Order 2017 to ensure local content in minimum 50% in the above mentioned tender.

Management's responsibility

2. The responsibility for the preparation of the details of total value as well as proportion of value as well proportion of value added in India of the aforementioned items is that of the management of the company. This responsibility includes the design, implementation and maintenance of internal control relevant to the preparation and presentation of the afore said details. The management is also responsible to ensure local content of minimum 50% in the above mentioned tender for purpose of availing purchase preference under public procurement (preference to make in India), Order 2017. The management also confirms that they are aware that any false declarations in this respect will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial rule for the company or its successors can be debarred for upto two years as per 151(iii) of the general financial rules also with such other actions as may be permissible under law.

Auditor's responsibility

3. Our responsibility is only to examine the details of total value as well as proportion of value added in India of the aforementioned items prepared by the management and to ensure that local content of minimum 50% in the above-mentioned items as required in the tender. Nothing contained in this certificate, nor anything said or done in the course of, or in connection with the services that are subject to this certificate, will extend any duty of care that we may have in our capacity of the statutory auditors of any financial statements of the company.
4. We have complied with the relevant applicable requirements of the standard on quality control (SQC) 1, quality control for firms that perform audits and reviews of historical financial information, and other assurance and related services engagements, further, our examination did not extend to any other parts and aspects of a legal or proprietary nature in the previously mentioned details.
5. We have been provided and verified the following documents in this regard; (a) bill of materials, i.e. details of raw and other materials used for production of aforesaid items; (b) sample invoices of raw & other materials procured by the company, and (c) other relevant details in respect of the above including written management representations. We have also relied on management representations that the entire raw and other material is fully indigenous and 100% value has been added in India.

Conclusion

6. Based on the procedures performed by us as referred in paragraph 3 to 5 above, and according to the information and explanations given to us, we confirm that amount of value added in India (i.e. the total value of the items procured excluding net domestic indirect taxes, minus the value of the imported content, if any, of the above mentioned item including all custom duties), as a proportion of the total value is <Mention the percentage> (fully indigenous) i.e. the above items is within the limits of minimum threshold of 50% as required for availing purchase preference under public procurement (preference to make in India), order 2017.

Restriction on use.

7. This certificate is issued at the request of the company for onward submission to M/s Bharat Heavy Electricals limited(BHEL), Bhopal in respect of tender enquiry <Tender reference>. This certificate should not be used for any other purpose without our prior written consent. Accordingly, we do not accept or assume any liability of any duty of care for any other purpose or to any other person to whom this certificate is shown or into whose hands it may come without our prior consent in writing.

For <Audit Firm Name> Chartered
Accountants Firm Registration number:

Signature of Partner Membership
Number:
UDIN: