

**Instruction to bidders and Terms & Conditions for supply of Cold rolled Grain oriented (CRGO) Laminations under Enquiry for BHEL Bhopal Unit (INDIA)**

Offers through NIC's e-procurement portal <https://eprocurebhel.co.in/nicgep/app> are invited in Two-Part Bid system for purchase of various grades of CRGO Laminations as per terms and conditions below.

**General:** Enquiry as per below will govern technical and commercial terms for supply of Cold rolled Grain oriented (CRGO) Laminations in domain refined, Hi-B grades in conformity with BHEL specification BP10984 Rev 05 for requirement of BHEL Bhopal.

The supplies against this enquiry shall be subject to our general Terms and conditions (GTC-BP200102B) of enquiry 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.

- Technical terms and condition** detailed herein along with BHEL specifications BP 10984 rev 05 (23HP85d / 23HP85 or superior) mentioned under scope of contract will govern supply of CRGO Laminations.
- Quantity allocation:** Tentative quantity for **23HP85/23HP85D** or equivalent grade of CRGO LAMINATIONS is as under: Total quantities is for manufacturing of 4 sets of transformers (Per set qty. is 102345 kilogram(kg)).

**(all quantities in kg)**

Item	Grade / Unit	No of Sets	Qty per set in kg	Total Qty in kg	Delivery at
Item no-1	<b>23HP85 or 23HP85D or equivalent or superior in terms of losses</b>	4	102345	409380	HEP Bhopal unit

Over all Quantities are subject to variation of +1%. Bidders can also quote superior grade material (in terms of losses). Acceptance / rejection of the same shall be in purview of BHEL. Total quantity will be awarded to single vendor and splitting is not proposed, offer for part quantity will be rejected outright.

- Raw material sources:** CRGO laminations are to be made from CRGO steel (mother coil) grade (**23HP85 /23HP85d or equivalent or superior in terms of losses**). Raw material – CRGO coils is to be procured from M/s PGCIL approved sources for 765 kV class available on compendium of vendors on PGCIL website applicable on Part-I bid opening date.

Vendors of **CRGO lamination** processor (slitting & cutting) must be approved by M/s. PGCIL on tender Bid Part-1 opening date for 765 kV class of transformer.

- PQR (pre-qualifying requirement) conditions**

**As per attached PQR points along with NIT- E1443088 (Annexure-II).**

**Note:** (1) All circulars issued by Government of India affecting any of the above conditions directly / indirectly shall supersede the above-mentioned conditions.

(ii) Vendors to fill the Annexure- III with duly signed and stamped along with Bid submission.

**(iii) All the Annexures – I, II, III & IV to be duly signed and stamped and submit along with part – I bid.**

- Supply conditions:** Tentative shipment / delivery shall be within 45 days from Purchase order (PO) OR contractual delivery, whichever is later from date of award of formal PO. Expected shipment dates may change subject to mutual consent based on PO. Tentative requirement of material against this enquiry for BHEL- BHOPAL is progressively till Feb 2025.

Laminations are to be cut on CNC cropping line only. CRGO laminations are to be made as per BHEL drawing provided for each purchase order. Number of sheets specified per stack per width should be ensured. Stack height is very important and to be maintained, weight may vary slightly. Clarification should be immediately taken from BHEL Bhopal, if stack height is not achieved. Tolerance of + 1% in total weight per PO will be permissible to achieve required stack height and completeness of laminations. If total weight of laminations required exceeds PO quantity with permissible tolerance, prior approval shall be obtained from Transformer Engineering. All the limbs, Centre leg, side leg, yoke and fishes shall be supplied duly stacked in ready to build to core condition. Clarification, if any, to be taken from TRM/ TRE, BHEL Bhopal.

- Inspection and Test certificates: -**

- Supplier shall submit Mill TC of raw material CRGO coils along with commercial documents if required by PGCIL (Bill of lading, Bill of entry, commercial invoice and packing list etc.) evidencing purchase of genuine CRGO coils for BHEL's lamination job for each purchase order. Mill TC shall be submitted before processing the job for approval / inspection from BHEL QC / PGCIL to avoid any quality complaints in future.
- BHEL Quality/ PGCIL /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

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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 for each coil No/ Heat No.
- IV. Dimensions and tolerances shall be as per specifications and a clause confirming same shall be mentioned clearly in mill TC submitted. Separate certificate from Mill may be furnished for properties / tests referred in BHEL specification but not mentioned in Mill TC.
- V. Inspection is to be done before (of prime CRGO coils) and after processing (of finished laminations) by PGCIL and BHEL, Quality or any one agency. Supplier shall give inspection call at least 10 days in advance for both.
- VI. Raw material and finished laminations testing are in supplier's scope wherever required as per Quality Plan.
- VII. Maximum specific total loss and magnetic permeability measurement is by single sheet testing (for domain refined). Samples of raw material CRGO Laminations shall be provided to BHEL for internal testing. Sample of the Domain Refined Grade of CRGO will be tested on the Single Sheet Tester (SST). Total specific core loss measured by SST should be less than the maximum value specified in the corresponding specification. Results obtained at BHEL lab will be final and binding for acceptance of material.

### 7. **Tests and procedure:** Test certificate shall clearly indicate following information:

- I. Supplier's name, Grade, Identification no., Size and weight, Packet/ Bundle no.
- II. Test results of dimensions and tolerances
- III. Details of insulation coating
- IV. Type test as required
- V. Properties of Specific total loss of each coil, Mechanical and Electrical properties for one random coil of each lot.
- VI. Results of chemical composition (for information only, if required). Supplier shall enclose one copy of test certificate as per above along with dispatch documents to facilitate clearance/ acceptance of finished laminations. After making core with supplied laminations the core losses shall be measured at BHEL Bhopal in presence of M/s PGCIL.
- VII. It will be reviewed with respect to the Test certificates of raw material / lamination provided by Supplier. Supplier shall be responsible for higher losses if any. In case of higher losses, BHEL reserves the right to reject full lot.

### 8. **Bid opening:** - The 'Techno-commercial' part of the bid i.e. Bid Part – I of the offers shall be opened on the due date of tender opening **on e-procurement portal**. Clarifications if required on this part may be obtained from the bidders for their evaluation. The Price bid Part-II of such bidders alone shall be opened on a later date **on e-procurement portal** whose techno-commercial bids are found acceptable. The date of 'Price bid -Part II' opening shall be intimated to technically qualified bidders later.

### 9. **Price finalization shall be done through price bid opening and NOT through reverse auction.**

### 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 45 days from date of PO. Early deliveries will be acceptable. Requirement of material against this enquiry for BHEL- BHOPAL is progressively till 28-Feb-2025.

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

### 12. **Levy of Penalty for delayed performance:** - **Penalty shall be applicable as per GTC BP200102B clause 9.** Penalty shall be 0.5% of the undelivered portion per week of delay or part thereof, subject to a maximum of 10% of the undelivered order value owing to delayed delivery. Total undelivered order value shall be item wise, lot wise order value of PO. Non-acceptance of LD penalty clause will attract loading, maximum of 10% of the total order value. On LD recovery, the applicable GST shall also be recoverable from vendors. Receipt of material at BHEL (CN date i.e material entry date in BHEL) will be taken as proof of delivery for bidders

### 13. **Replacement of rejected goods:** Final inspection for acceptance of material shall be at BHEL's works after testing in presence of BHEL as well as PGCIL representative during core building stage 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.

### 14. **Payment Terms:** - Payment terms will be as applicable for indigenous bidders as per BP200102B clause 16.1 – 100% payment in 90 days of receipt (45 days for Micro & Small and 60 days for Medium enterprises as registered in Udyam certificate as per relevant MSME act in force) and subject to acceptance of material and relevant documents at BHEL. Payment shall be made without overdue interest and 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.

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However, in case of any deviation from above payment terms offer may not be considered. If the same is accepted by BHEL for less than 90 days, loading shall be done at the rate of SBI base rate + 6% for the period short of 90 days (45 or 60 days for MSME as per category) for price comparison purposes on cost to BHEL basis as per present practice.

MSME vendors may opt for payment through TReDS (Trade Receivables Discounting System). For details please visit [www.rxil.in](http://www.rxil.in). No overdue interest shall be payable by BHEL. Bidder must attach UDYAM certificate along with bid to confirm their category.

No benefit will be provided for extended period payment terms beyond 90 days.

**15. Transit Insurance:** - All type of risks to be covered in Insurance policy and in supplier scope only.

**16. 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 contract. In case, validity lower than 90 days is provided, bids shall be liable for rejection.

**17. Taxes & Duties:** -

- The 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).
- Bidders to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law.
- Vendor to ensure compliance to timely filing of monthly GST return. GST portion of invoice shall be released only upon the invoice being reflected in GSTR 2A of BHEL and invoices being compliant to GST Invoice rules.

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. Further, any GST liability arising on BHEL under RCM (Reverse Charge) before actual receipt of goods and / or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law.

**18. Integrity Pact:**

- The integrity pact submitted along with the current rate contract will be considered valid for the duration of contract.
- 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.
- 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:

Sl.No	IEM name	Email
1	Shri Otem Dai, IAS (Retd.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>
2	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
3	Shri. Mukesh Mittal, IRS (retd.),	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

- 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.
- 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.

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19. **Short closure:** BHEL reserves right to short close the contract for quantities anytime during the tenure of the contract.

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

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 as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 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”*

*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 a vendor to be classified as Class 1 supplier, bidder & their mill from which support letter has been furnished shall have to submit annexure – IV 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.*

22. **Model conciliation:** Bidders to provide acceptance to BHEL's model conciliation clause as per attached annexure – D.

23. **Declaration by vendor about the participation of sister concerns in tender enquiry.**

24. **Breach of contract, Remedies and Termination:** In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be uncashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

25. **CORRIGENDUM/ADDENDUM:** Any corrigendum/addendum related to this tender shall be updated on BHEL e-Procurement portal <https://eprocurebhel.co.in/BHEL> website [www.bhel.com](http://www.bhel.com). Bidders are requested to regularly visit the BHEL website to keep themselves abreast with updates.

26. Following circulars and points are to be noted for compliance:

- Bidders are advised to read all latest Government circular/OM/Notices etc. issued by Government of India & BHEL (wherever applicable to BHEL, shall be follow).
- BHEL's PO conditions for indigenous bidders (attached).
- Latest Order (Public procurement no-4 dtd. 23.02.2023) subject: Restrictions under rule144 (Xi) of general financial rules GFRs, 2017 shall be applicable along with subsequent order issued by Government of India (Ministry of Finance).
- Acceptance to general terms and conditions as per Annexure BP200102B. Any deviations must be clearly spelled in technical offer else shall will be presumed acceptable.
- Acceptance to fraud prevention Policy of BHEL.
- (VI) Acceptance to all the points of Annexure – D (model conciliation clause annexure).

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:

<b>Name:</b>	Dharmendra Singh	Madhurendra Manderwal	Vineet Suman
<b>Designation:</b>	AGM	DGM	Sr. Manager
<b>Department:</b>	CMM – Steel, Copper & FE	CMM – FE & Steel	CMM - Steel
<b>Contact details:</b>	+91 755 – 250 3360	+91 755 – 250 5210	+91 755 – 250 5805
<b>Email:</b>	<a href="mailto:dharmendra2000@bhel.in">dharmendra2000@bhel.in</a>	<a href="mailto:madhurendra@bhel.in">madhurendra@bhel.in</a>	<a href="mailto:vineetsuman@bhel.in">vineetsuman@bhel.in</a>

## Annexure II- Pre-Qualifying Requirement (PQR) Conditions in tender no E-1443088

Sr. No	Points	Vendors compliance/acceptance (Yes/No)
1.	<b>CRGO mother coil supplying mill</b> shall be approved by M/s. Power Grid (Up to 765 kV) (PGCIL). Copy of valid approval letter (as on date of tender opening) shall be enclosed with technical bid OR mill should be listed in PGCIL's compendium for CRGO list of 765 kV transformer.	
2	<b>CRGO lamination processor</b> shall be approved by M/s. Power Grid (Up to 765 kV) (PGCIL). Copy of valid approval letter (as on date of tender opening) shall be enclosed with technical bid OR mill should be listed in PGCIL's compendium for CRGO list of 765 kV transformer. In case of recent expiry of PGCIL approval letter or already applied for extension, same shall be arrange by the vendor prior to price bid opening.	
3	Lamination processor to submit valid <b>Certificate of Conformity</b> of BIS as on bid part – 1 opening date as per the latest Quality Control Order issued by Government of India. CoC pertains to laminations being made from BIS standard marked Grain Oriented Electrical Steel Sheet and strip confirming to IS 3024:2015	

**Annexure-III (E1443088)****PART-A**

<b>Sr. No</b>	<b>Points</b>	<b>Vendors compliance/acceptance (Yes/No)</b>
1.	Please confirm the UOM (Unit of Measurement) & currency in which you have quoted i.e. INR / kg OR INR / MT. Also, please confirm whether you have quoted your rate exclusive of GST. (*please quote rate exclusive of GST only.)	
2.	Please confirm the Copy of approval letter from M/s. Power grid corporation of India Ltd (Up to 765 kV class) (VALID as on date of tender opening) and shall be enclosed with technical bid documents. Also CRGO material supplying mill should be listed in PGCIL's compendium for approved vendor list of 765 kV transformer applicable as on tender opening date. (List available on PGCIL Website)	
3.	Please confirm the delivery period to be within 45 days from date of PO. (Item wise PO shall may be placed separately. Requirement of materials against this enquiry for BHEL- BHOPAL is progressively till 28-Feb-2025.)	
4.	Please confirm the acceptance of Penalty clause as per GTC BP200102B clause 9.	
5.	Acceptance of standard payment term of BHEL as per GTC BP200102B clause 16	
6.	Acceptance to general terms and conditions as per Annexure BP200102B. Any deviations must be clearly spelled in technical offer else shall will be presumed acceptable.	
7.	Acceptance to fraud prevention Policy of BHEL	
8.	Acceptance to all the points of (model conciliation clause annexure).	
9.	Acceptance of INSPECTION: M/S.PGCIL (Power grid corporation of India limited) customer inspection is applicable at both Raw material (RM) as well as lamination stage. Supplier to inform to BHEL in both stages for carrying out inspection.	

**PART-B**

<b>Sr. No</b>	<b>Points</b>	<b>Vendors compliance/acceptance (Yes/No)</b>
1.	<b>CRGO mother coil supplying mill</b> shall be approved by M/s. Power Grid (Up to 765 kV) (PGCIL). Copy of valid approval letter (as on date of tender opening) shall be enclosed with technical bid OR mill should be listed in PGCIL's compendium for CRGO list of 765 kV transformer.	
2	<b>CRGO lamination processor</b> shall be approved by M/s. Power Grid (Up to 765 kV) (PGCIL). Copy of valid approval letter (as on date of tender opening) shall be enclosed with technical bid OR mill should be listed in PGCIL's compendium for CRGO list of 765 kV transformer. In case of recent expiry of PGCIL approval letter or already applied for extension, same shall be arrange by the vendor prior to price bid opening.	
3	Lamination processor to submit valid Certificate of Conformity of BIS as on bid part – 1 opening date as per the latest Quality Control Order issued by Government of India. CoC pertains to laminations being made from BIS standard marked Grain Oriented Electrical Steel Sheet and strip confirming to IS 3024:2015	

**MAKE IN INDIA format (to be filled by OeMs of the participating bidders)**

**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL**

**MATERIAL MANAGEMENT – STEEL DIVISION**

*For this Procurement, Government of India Public Procurement (Preference to Make in India), Order 2017 with its amendments and subsequent Orders issued by the respective nodal ministries shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.*

*As per the Provisions of this order, please submit **a self-certification complying with the conditions below on company letterhead duly signed by competent authority.***

I \_\_\_\_\_, hereby declare on behalf of M/s. \_\_\_\_\_ that we are participating in the Enquiry No. \_\_\_\_\_ floated by BHEL, Bhopal (MP), India and shall comply with following:

1. Public Procurement (Preference to Make in India), Order 2017 *with its amendments* and subsequent Orders issued by the respective nodal ministries shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

- (a) A supplier will be treated as **“Class-I Local Suppliers”**, if the items quoted by bidder have local content equal to or more than 50%.
  - (b) **‘Local Content’** means the amount of value added in India, which shall be total value of item quoted (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, **in percent**.

2. I hereby declare that our firm qualifies as **“Class-I Local Suppliers”**.

**a. The Local Content in the items quoted under this Enquiry is \_\_\_\_\_ Percent**

**b. Details of location(s) in India where this value addition shall be done, is/are as follows:**

- (a) \_\_\_\_\_
- (b) \_\_\_\_\_
- (c) \_\_\_\_\_

( \_\_\_\_\_ )

For M/s.

\_\_\_\_\_

(Seal & Sign)