

Instruction to bidders and Terms & Conditions for supply of Cold rolled Grain oriented (CRGO) laminations on finished and stacked basis under Rate Contract Enquiry No. E – 1493046 on finished basis for 1 (one) year.

Offers through BHEL, Bhopal's e-procurement portal <https://bhel.abcpocure.com/EPROC/> are invited in Two-Part Bid system for purchase of various grades of CRGO laminations on finished and stacked basis as per terms and conditions below.

General: Rate Contract enquiry E1493046 dated 19.12.19 and due on 1500 hrs IST of 11.01.20 will govern technical and commercial terms for supply of Cold rolled Grain oriented (CRGO) laminations on finished and stacked basis in domain refined grades of 27HP90d (equivalent OR superior) and 27CG130 in conformity with respective BHEL specifications BP10985 Rev. 03 and AA10905 Rev. 08 for requirement of BHEL Bhopal.

Rate contract will cover supply of CRGO laminations to BHEL units of Bhopal as per later sections of technical and commercial conditions. Terms and conditions will be valid for a period of one year from the date of award of contract. Technical and commercial terms and price can be extended further for one year with mutual consent.

The supplies against this rate contract enquiry shall be subject to our general Terms and conditions 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 mentioned under scope of rate contract will govern supply of CRGO laminations on finished and stacked basis.
- Quantity allocation:** BHEL reserves the right to change allocation within CRGO grades depending on BHEL's requirement and production schedule, in a manner that total quantity shall not exceed enquiry quantity and quantity allocated to supplier. Tentative quantity for each grade of CRGO is as under:

(all quantities in MT)

Grade	Grand total
27HP90d (equivalent or superior)	2000
27CG130 (no other grade other than 27CG130 shall be acceptable)	2000
TOTAL	4000

Quantities in each grade are subject to variation of +/- 30 %.

- Quantity distribution:** Number of vendors required per grade shall be 2 (two) with ratio of quantity distribution to be 65: 35. Actual distribution shall depend / may change upon various factors like customer approval status of sub vendors', repeated rejections in supplies, quantity offered by the bidders against tendered quantity per grade etc. BHEL shall also reserve the right to change allocation in CRGO grades provided total quantity does not exceed RC quantity of the grade.

Number of minimum suppliers required to execute this contract may change depending upon acceptance to counter offer etc., if any, made by BHEL. The quantity distribution shall be as below:

No of vendors	L1	L2	L3	L4	L5	Total
1	100					100
2	65	35				100
3	48	32	20			100
4	37	29	19	15		100
5	31	25	19	14	11	100

4. **Raw material sources:** CRGO laminations are to be made from CRGO steel (mother coil) grade as per BHEL specifications specified in individual enquiry/ Purchase orders. Raw material – CRGO coils is to be procured from BHEL Customer Approved Sources as listed below:
- M/s Nippon Steel & Sumitomo Metal Corp., Japan
 - M/s JFE Steel Corporation, Japan
 - M/s Posco, Korea
 - M/s A K Steel, USA
 - M/s Viz Steel , Russia (only for 27CG130 grade)
 - M/s TKES, Germany
 - M/s TKES, India (only for 27CG130 grade only)

In addition to above, lamination processors can source CRGO coils from mills who have valid BIS license and are approved at least one major customer of BHEL – PGCIL, NTPC or NPCIL.

5. **PQR (pre-qualifying requirement) conditions**

Sl.no.	Clause	Item no. 1 (27HP90d, equivalent OR superior)	Item no. 2 (27CG130 only)
A	BIS approval	CRGO supplying mill shall have valid and operating BIS approval for grade 27HP90d. Bidders' can offer equivalent, superior grade in terms of losses as well with same thickness and grade being domain refined only. BIS for the grades offered should be valid on the date of bid part – 1 opening failing which offer shall be rejected. Any change in BIS status shall be immediately informed to BHEL. Copy of valid and operative BIS license in each grade shall be enclosed with technical offer. Offer of CRGO coils from non-BIS licensee mill will be out rightly rejected	CRGO supplying mill shall have valid and operating BIS approval for grade 27CG130. No equivalent or superior grade in terms of losses or with same thickness shall be acceptable. BIS for the grade offered should be valid on the date of bid part – 1 opening failing which offer shall be rejected. Any change in BIS status shall be immediately informed to BHEL. Copy of valid and operative BIS license shall be enclosed with technical offer. Offer of CRGO coils from non-BIS licensee mill will be out rightly rejected
B	Mill Support letter	A support letter from the mill on their letterhead to ensure quality norms of the mother coils for supplying genuine CRGO coils to the vendors shall be submitted with validity of MoU period and the quantity offered by bidder. Mill support letter shall be from supplying mill for which vendor is authorized to source CRGO coils and guarantee the quality of finished laminations including magnetic properties and other performance which will be supplied to the bidder by the mill. In case of any quality issues CRGO mill shall cooperate in resolving the quality issues.	
C	Supply experience	Bidders' should have minimum 3 years' experience of supply of finished laminations for Transformer applications till proposed tender opening date of fresh FA / RC. Bidder shall enclose un-priced copy of requisite purchase orders in each grade or experience certificate from transformer manufacturers for demonstrating 3 years' experience.	
D	Supply capability	Bidders' to provide self-declaration from authorized person regarding their operational and functional capacity per month that is required for supply of 173 MT / month of CRGO lamination (considering total quantity of 2000 MT nominal & 2600 MT with +30% variation spread across 15 months of operations) against proposed RC to BHEL.	Bidders' to provide self-declaration from authorized person regarding their operational and functional capacity per month that is required for supply of 173 MT / month of CRGO lamination (considering total quantity of 2000 MT nominal & 2600 MT with +30% variation spread across 15 months of operations) against proposed RC to BHEL.
E	Sub-vendor / Customer approval	CRGO supplying mill as well as lamination processing facility of vendor shall be approved by at least anyone of major customer of BHEL – PGCIL, NTPC or NPCIL. Copy of approval letter shall be enclosed with technical bid.	CRGO supplying mill as well as lamination processing facility of vendor shall be approved PGCIL (upto 765 kV class) as on tender due date. Copy of approval letter shall be enclosed with technical bid.

Note: Vendors not registered with BHEL Bhopal for supplying required material category shall fill Supplier registration form online and enclose copy of acknowledgement with control number generated online with technical bid. This condition shall not be rejection criteria.

6. **Supply conditions:** 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. Clarification should be immediately taken from Transformer Engineering division of BHEL Bhopal, if stack height is not achieved. Tolerance of $\pm 3\%$ 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, center 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.

7. **Quality Plan:** Tolerance and burr level should be as per enclosed drawing TR10141C Rev 08, BHEL QA plan no. QA/TCB/QAP-BO/02 Rev-01 dated 02.06.2016 to be followed. Additional manufacturing quality plans if any as per project specific requirement is to be followed and will be provided to vendor at the time of PO placement.

8. **Packing:** Proper packing is to be done so that stack is not disturbed in transportation. Packing should be Limb wise. PO No/ WO No / Set No / Gross Wt. / Net Wt. should be mentioned in bold letter on each Case/ Box.

While packing it should be ensured that there is no rusting on stack during storage and transportation. Application of blue lacquer may be ensured on all edges. Material to be dispatched in returnable wooden/metal pallets.

9. **Inspection and Test certificates:**

- a. Supplier shall submit Mill TC of raw material CRGO coils along with commercial documents (Bill of lading, Bill of entry, commercial invoice and packing list) in its name evidencing purchase of genuine CRGO coils for BHEL's lamination job for each purchase order within 7 working days of receipt of purchase order. Mill TC shall be submitted before processing job for approval / inspection from BHEL QC to avoid any quality complaints in future.
- b. 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 TSD) 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.
- c. Test certificates should cover result of tests for mechanical and electrical properties as per specification for each coil No/ Heat No. All testing requirement as called for in the purchase specification specified in Purchase order must be part of the Mill TC to be issued by the Mill along with the supply.
- d. Dimensions and tolerances shall be as per specifications and a clause confirming same shall be mentioned clearly in mill TC submitted. Waviness test results shall also be mentioned in mill TC explicitly.
- e. Mill TC shall state bend test results (number of bends) and type test-ageing loss value. Separate certificate for type test-ageing loss issued by mill may be considered for contract validity period.
- f. BHEL reserves the right to get the material source inspected through its own Engineers / Customer/ Third party inspection agency. Inspection is to be done before (of prime CRGO coils) and after processing (of finished laminations). Supplier shall give inspection call at least 10 days in advance for both.
- g. Raw material and finished laminations testing are in supplier's scope wherever required as per Quality Plan.

10. **Tests and procedure:** Coils used for making laminations shall be tested for following

- a. Maximum specific total loss and magnetic permeability measurement using Epstein or Single Sheet testing (for domain refined). Samples of raw material CRGO coils 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.
- b. Electrical tests of surface insulation resistivity as per IS 649 Section-2
- c. Mechanical tests of ductility (bend test) and stacking factor.
- d. Type tests (ageing) to be carried out by supplier when "Type approval" and repeated at least once in every two years' period.

11. **Test certificates:** Test certificate shall clearly indicate following information:

- BHEL Purchase order.
- BHEL specification, Supplier's name, Grade, Identification no., Size and weight, Packet/ Bundle no.
- Test results of dimensions and tolerances
- Details of insulation coating
- Type test as required
- Properties of Specific total loss of each coil, Mechanical and Electrical properties for one random coil of each lot
- Results of chemical composition (for information only)

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. 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.

12. BIS grade and applicable BHEL specifications are tabulated below for information:

Sl. No	CRGO grade	BHEL spec.	Max. specific loss at 1.7T/50 Hz	Minimum polarization at 800 A/m	Stacking factor (min.)
1	27HP90d (domain refined) (equivalent or superior)	BP10985 Rev 03	0.90 W / kg	1.85 T	95
2	27CG130	AA10905 REV 08	1.30 W / kg	1.81 T	94.5

13. **Rate schedule:**

- Foreign supply:** Rates quoted shall be on CFR/CIF ICD Mandideep basis and port of discharge will be Nhava Sheva while final port of destination will be ICD Mandideep (INMDD6). 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.

- Domestic supply:** Rates quoted should be for delivery at respective BHEL units termed as FOR destination inclusive of freight, packing and transit insurance.

Price variation is applicable to domestic supply on exchange as detailed in clause for evaluation of bids later.

Rates quoted in current rate contract will be valid and firm for ordering over a period of 12 months from the date of award of rate contract and additional time for delivery as mutually agreed during tender evaluation stage.

14. **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.

Bidders shall have to quote a single rate against each item in e-procurement module. Rates so quoted for each of the line items shall be used for purpose of evaluation and award of FA / RC. Bidders' shall be required to quote rates for the following 2 (two) items. Bidders to clearly mark against each line item as "Quoted / Not Quoted" and also the quantity offered if "Quoted":

Sl.no	Line item description	Quoted (Quantity offered in MT) / Not Quoted
1	CRGO: 27HP90d (domain refined) as per BP10985 Rev. 03 or equivalent or superior (quantity: 2000 MT)	
2	CRGO: 27CG130 grade as per AA10905 Rev. 08 (quantity: 2000 MT)	

Single L-1 bidder shall be established for each of the above items.

Alternatively: BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance for participation in RA in Techno-Commercial offer (Part-1). Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in RA will have to necessarily submit 'Process Compliance form' (to the designated service provider) as well as 'Online Sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers / contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their bid already submitted to BHEL along with the offer. This price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & price bid) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on this awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers / contractors (as available on www.bhel.com)

In case the number of vendors participating per item in English Reverse Auction is less than BHEL's requirement, relative status for balance vendors shall be taken from the dynamic sealed bid for counter offer.

15. Evaluation of bids:

- a) **Bids shall be evaluated for each items separately on total delivered cost at BHEL, Bhopal for respective requirements.**
- b) 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.
- c) Price variation is allowed on domestic supply offer on exchange rate only as per formula below:

$$P1 = P0 \times \{0.15 + 0.85 \times (ES/ET)\}$$
wherein P1 is rate payable per MT, P0 is quoted rate per MT, ET and ES are Custom notified exchange rate in Rs. / US \$ prevalent on part-I technical bid opening date and one month prior to date of supply respectively.

Since, the PVC formulae for indigenous bidders incorporates ERV (exchange rate variation), all applicable custom duties etc shall be in scope of bidder.
- d) For foreign bidder, evaluation shall be done on full duty basis. In case of any change, same shall be informed prior to price bid opening. Custom duty under preferential trade agreement with exporting countries will be taken into consideration for evaluating bids.
- e) CRGO laminations may be required for projects where custom duty benefit is available to BHEL subject to availability of advance authorization / license for physical / deemed export job or project import registered with appropriate Indian Customs office. Wherever, duty benefit available for import of CRGO coils, indigenous vendors can avail 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.

Invalidation discount in INR / kg is to be quoted by the vendor in annexure – II. Same shall not be used for purpose of evaluation / establishing relative status in tender.

- 16. Delivery period:** Delivery period shall be quoted in number of weeks from PO date. BHEL prefers delivery to be 90 days from date of PO. Early deliveries will be acceptable with mutual consent.

Wherever Customer/BHEL quality inspection is called for, the delivery date shall reckon 3 weeks from the date of final inspection and dispatch clearance of finished laminations or waiver of final inspection by BHEL (for indigenous bidders). In case of foreign bidders, final inspection (if required as per applicable QA plan) shall be done at vendor works by BHEL / customer.

17. **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 on CIF / CFR ICD Mandideep dry port basis in containers.
- b) Delivery port will be to Dry Port – ICD Mandideep (INMDD6). Other delivery ports will not be acceptable. Ocean Freight amount to be indicated separately as item no. 8 in e-procurement module.
- 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 originals of OBLs are to be released with one original necessarily to be marked / to be sent to ***Dy. 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.

18. **Levy of Penalty for delayed performance:** - Penalty shall be applicable as per GTC BP200102 clause 9. On LD recovery, the applicable GST shall also be recoverable from indigenous vendors.

- **For foreign bidder:** Date of handing over material to freight forwarder (B/L date) shall be taken as proof of delivery
- **For indigenous bidder:** Receipt of material at BHEL (CN date) will be taken as proof of delivery for indigenous bidders

19. **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.

20. **Payment Terms:** -

- **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 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.

Foreign vendors to submit declaration of Permanent Establishment and Business Connection (PEBC) for remittances purpose. Declaration to be submitted in formats either in Annexure A or B whichever is applicable as per their transaction entered into with BHEL.

In the absence of certificates from the vendor, withholding tax at applicable rates along with surcharge and cess will be recovered at the time of remittance to the vendor.

Foreign vendors to submit Tax Residency Certificate (TRC) & Form 10F (for obtaining DTAA benefits) as per Annexure C in respect of services. The TRC (tax residency certificate) is to be issued by the authorities of the government of vendor's country. If the informative part of the format (other than residency) is not furnished by the authorities the same may be furnished by the vendor as a declaration

- **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. Annexure – AA is to be submitted with bid part – I by the bidders and is mandatory to avail SME benefit.

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.

21. **Transit Insurance:** - Except where delivery terms are agreed on CIF basis for Imports & FOR destination basis for indigenous purchases, transit insurance will be covered by BHEL under its Open Marine Transit Insurance Policy. For indigenous vendors, all transit risk shall be covered under clause Inland Rail and Road – A (IRR – A). In case of foreign bidders where insurance by BHEL, bidders shall have to comply with our general terms and conditions in this regard. Also bidder shall have to render all necessary assistance needed by BHEL to recover the damages from the insurers, in the event of claim arising under the policy.
22. **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 B and C). In absence of same, withholding tax of 30% plus applicable surcharge and cess will be applicable.
23. **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.
24. **Taxes & Duties:** -
 - **For foreign bidders':** All taxes and duties, in case of foreign bidders, leviable outside India shall be to the bidder's account and the same will not be borne by BHEL under any circumstances.
 - **For indigenous bidders':** The indigenous 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. 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.

25. **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.) Address: Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.) E-mail: acverma1@gmail.com	Name: Virendra Bahadur Singh, IPS (Retd.) Address: H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010 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.
26. **Short closure:** BHEL reserves right to short close the contract for quantities anytime during the tenure of the RC.
27. **Fraud prevention policy:** Fraud prevention Policy of BHEL is to be complied with (attached).
28. **RC validity:** FA / RC shall be finalized for a period of 1 year (last day of 12th month) from date of award of formal RC letter with further 3 months of actual delivery quoted by the bidders' whichever is later.
29. 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 "

30. **Model conciliation:** Bidders to provide acceptance to BHEL's model conciliation clause as per attached annexure – D.
31. Declaration (annexure – E) by vendor about the participation of sister concerns in tender enquiry.
32. 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:	Dolly Gera	Vineet Suman
Designation:	DGM	Deputy Manager
Department:	CMM – Steel	CMM - Steel
Contact details:	+91 755 – 250 3090	+91 755 – 250 5805
Email:	dollygera@bhel.in	vineetsuman@bhel.in

Techno – commercial format for E1493046 for CRGO finished basis laminations.

Sl. No	Description	Remarks
1.0	Acceptance to supply laminations as per BHEL specifications or equivalent grade	
1.1	Acceptance to BHEL spec. BP10985 Rev 03 for CRGO grade 27HP90d	YES – If 'No' your bid is liable for rejection
1.2	Acceptance to BHEL spec. AA10905 Rev 08 for CRGO grade 27CG130	YES – If 'No' your bid is liable for rejection
2	All testing requirement as called in the applicable purchase specifications BP10985 Rev 03 & AA10905 Rev 08 must be part of the mill TC to be issued by the mill and laminations processor along with supply.	YES – If 'No' your bid is liable for rejection
3	Acceptance of late delivery penalty clause as per clause 18 of Annexure – I.	Yes
3.1	Acceptance to rejection replacement clause as per sl.no. 19 of annexure – I.	YES – If 'No' your bid is liable for rejection
3.2	Acceptance to all the point of Rate Schedule as per point no. 13 of annexure – I.	YES – If 'No' your bid is liable for rejection
4	Delivery period in no. of weeks to be reckoned from PO date.	_____ weeks
5	Validity of the offer for minimum period of 90 days from tender opening date	Yes
6	Compliance to all PQR conditions at clause 5 of annexure – I. Submission of all documents as per PQR conditions.	YES – If 'No' your bid is liable for rejection
7	CRGO coils supplying mill name and BIS status of supplying mill (enclose valid and operative BIS license copy for each grade as per clause 5 (a) of annexure – I)	_____/ Yes
8	Mill support letter in line with clause 5 (b) of annexure – I (PQR conditions)	YES – If 'No' your bid is liable for rejection
9	Integrity pact filled, signed, sealed and submitted in original with technical bid	YES – If 'No' your bid is liable for rejection
10	Acceptance to all the points in evaluation of bids criteria at sl.no. 15 of annexure – I.	YES – If 'No' your bid is liable for rejection
11	Acceptance to general terms and conditions as per Annexure BP200102. Any deviations must be clearly spelled in technical offer else shall will be presumed acceptable	Yes
12	Acceptance to quantity distribution as per point no. 3 of annexure – I.	YES – If 'No' your bid is liable for rejection
13	Acceptance to short closure clause as per sl.no. 26 of annexure – I	Yes
14	Acceptance to fraud prevention Policy as per sl.no. 27 of annexure – I	YES – If 'No' your bid is liable for rejection
15	Acceptance to validity of Rate Contract for ordering and deliveries as per sl.no. 28 of annexure – I.	Yes
16	Acceptance to all the points of Annexure – D (model conciliation clause annexure)	YES – If 'No' your bid is liable for rejection
Sl. No	Additional details for foreign offers on CFR/CIF Mandideep basis:	Remarks
1	Acceptance to delivery terms as per sl.no. 17 (b) of annexure – I. Delivery Terms CFR / CIF ICD Mandideep (INMDD6). ICD Mandideep as final delivery port.	Yes
2	Port name for FOB delivery (for information only)	_____
3	Acceptance for discharge Nhava Sheva seaport and final Delivery port to be ICD Mandideep (Port code INMDD6)	Yes
4	Acceptance to payment term – Irrevocable unconfirmed LC with 90 days interest free period from BL date as per sl.no. 20 of annexure – I.	Yes
4.1	Acceptance to payment term – CAD payment within 90 days from date of BL as per sl.no. 20 of annexure – I.	Yes
5	Number of containers required to ship total tendered quantity in	20' FCL 40' FCL
6	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.	Yes
7	All charges till delivery port & at shipping lines CFS (if the cargo is not allowed to be moved to BHEL's CFS) for CFR delivery to be borne by Seller	Yes
Sl No	Additional details for indigenous offers on FOR BHEL Unit basis	Remarks
1	Acceptance to delivery terms on FOR destination basis for BHEL, Bhopal as per clause 17 (a) of annexure – I.	Yes
2	Acceptance to BHEL's standard payment terms as per sl. no. 20 of annexure – I (for claiming MSME benefit bidders' are to necessarily fill annexure – "AA" duly certified by a practicing CA).	Yes
3	Acceptance to transit insurance as per clause 21 of annexure – I	Yes
4	Acceptance to GST clause as per sl.no. 24 of annexure – I.	Yes
5	Taxes & duties (please specify the percentages wherever applicable)	
A	GST	_____ %
B	HSN code	
C	IEC	
6	Acceptance to payment terms 100% direct within 90 days against receipt and acceptance of material as per clause 20 of annexure – I.	Yes
7	Invalidation discount as per sl.no. 15 (e) in annexure – I.	(in Rs. / kg)

(Strike off table which is not applicable)
(Signature and seal of vendor)

Certificate by Chartered Accountant on letter head (for indigenous bidders)

This is to Certify that M/s (hereinafter referred to as 'company') having its registered office at is registered under MSMED Act 2006, (Entrepreneur Memorandum no (Part-II)dtd..... Category:..... (Micro / small ((copy enclosed).

Further verified from the Books of Accounts that the investments of the company as on date as per MSMED Act 2006 is as follows :

1. **For Manufacturing Enterprises** : Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of small Scale Industries vide its notification No., S.O. 1722(E) dated October 5, 2006 :
Rs Lacs
2. **For Service enterprises** : Investment in equipment (original cost excluding land and Building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs Lacs

The above investment of Rs Lacs is within permissible limit of Rs Lacs for Micro / small (*Strike off which is not applicable*) Category under MSMED Act 2006.

OR

The company has been graduated from its original category (Micro / Small) (*strike off which is not applicable*) and the date of graduation of such enterprise from its original category is.....(dd/mm/yyyy) which is within period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. 3322(E) dtd 01.11.2013 published in the gazette notification dtd 04.11.2013 by Ministry of MSME.

Date :

(Signature)

Name –

Membership number –

Seal of Chartered Accountant

INDICATIVE PRICE FORMAT BID PART-II FOR ENQUIRY NO. E 1493046 – FA / RC for CRGO laminations on finished basis (For indigenous bidders)

Name & Address of the supplier			
Rate Schedule on FOR destination basis			
Manufacturing rate in Rs. / MT			
Item no.	Item description	Quantity (MT)	FOR / PO rate (Rs. / MT)
1	CRGO: 27HP90d (domain refined) as per BP10985 Rev. 03, equivalent or superior (quantity: 2000 MT)	2000	(in figures)
			(in words)
2	CRGO: 27CG130 grade as per AA10905 Rev. 08 (quantity: 2000 MT)	2000	(in figures)
			(in words)
NOTE: Above quantities are subject to variation of + / - 30 % for each line item.			

This Annexure – III (PRICE FORMAT) is indicative and is to be taken as reference to quote in e-procurement module only.

INDICATIVE PRICE FORMAT BID PART-II FOR ENQUIRY NO. E 1493046 – FA / RC for CRGO laminations (For foreign bidders)

Name & Address of the supplier			
Currency of quotation (FC – Foreign currency)			
Rate Schedule on delivery terms as per sl.no. 17 of annexure – I of NIT.			
Manufacturing rate in FC / MT			
Item no.	Item description	Quantity (MT)	CIF / CFR ICD Mandideep basis rates on FC / MT
1	CRGO: 27HP90d (domain refined) as per BP10985 Rev. 03 equivalent or superior (quantity: 2000 MT)	2000	(in figures)
			(in words)
2	CRGO: 27CG130 grade as per AA10905 Rev. 08 (quantity: 2000 MT)	2000	(in figures)
			(in words)
NOTE: Above quantities are subject to variation of + / - 30 % for each line items.			
8	Ocean freight		
	Ocean freight content (in FC / kg)	(in figures)	
		(in words)	

This Annexure – III (PRICE FORMAT) is indicative and is to be taken as reference to quote in e-procurement module only.