

NIT (Notice Inviting tender) for E1483095 – Carbon steel plates (ASTM A516 Gr.70).

Offers through BHEL, Bhopal's e-procurement portal <https://bhel.abcprocure.com/EPROC/> are invited in Two-Part Bid system for purchase of various sizes of Carbon steel plates as per ASTM A 516 Gr.70 and with mandatory requirements mentioned at sl.no. 3. Annexure – II to be duly filled and submitted along with bid part – I.

Offer shall be submitted by the bidders in two parts for E1483095 as illustrated below;

- A. **1st part of offer shall be Bid Part – 1:** This is techno – commercial part of offer in E1483095 dtd 05.04.19 due on 1100 hrs IST of 26.04.19. This part of offer should contain annexure – II and annexure – “AA” if applicable for availing SME benefits. All annexures shall be duly signed with seal. This part of offer shall be “BID PART -1 of enquiry E1483095 due on 26.04.19”.
- B. **2nd part of offer shall be Bid Part – 2:** This is Price bid of E1483095. This shall contain duly filled prices in our e-procurement portal <https://bhel.abcprocure.com/EPROC/>.

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)

1. **Bid evaluation & price schedule:** The bid shall be evaluated on total delivered cost to BHEL on landed cost basis. Separate L-1 bidder for each item of enquiry shall be established. Bidders to quote for each item individually.

In the course of evaluation, if more than one bidder happens to occupy L-1 status and the order is to be placed on a single vendor, effective L-1 will be decided in the order of availability of goods from Indigenous sources, suitability of payment terms to BHEL, suitability of delivery period to BHEL's requirements, vendor performance rating and quantum of past business volumes with the vendor in last 3 years, preceding the current financial year, for the same item. 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.

Bidders to note that items 18 – 80 mm tk & item 19 – 90 mm tk plates shall be evaluated with import duty @ “5%” i.e. on concessional custom duty benefit basis. Item description in invoices and other documents during supplies shall be as per those specified in PO. No changes shall be acceptable. All the other enquiry items shall be evaluated on MERIT basis. i.e. on full custom duty with applicable custom duty @ 12.5%.

Price bids opening / Reverse Auction with only those bidders shall be conducted whose offers are techno – commercially acceptable. Information for the same shall be given to bidders prior to price bid opening / Reverse Auction.

2. Enquiry items along with quantities:

Enq. Item no.	Size & Item description	Technical requirement	No. of plates	Quantity in MT
1	10 mm Tk X 2200 mm W X 3850 mm LG	Carbon steel plates are to be supplied as per ASTM A516 Gr.70 and mandatory technical requirements detailed at sl.no. 3 below.	51	33.91
2	12 mm Tk X 2000 mm W X 12500 mm LG		24	56.52
3	12 mm Tk X 2800 mm W X 12500 mm LG		16	52.75
4	16 mm Tk X 2200 mm W X 12500 mm LG		26	89.80
5	18 mm Tk X 2300 mm W X 8500 mm LG		24	66.30
6	18 mm Tk X 2400 mm W X 9000 mm LG		12	36.62
7	18 mm Tk X 2500 mm W X 9700 mm LG		12	41.12
8	18 mm Tk X 2550 mm W X 10000 mm LG		36	129.71
9	23 mm Tk X 1750 mm W X 7600 mm LG		18	43.22
10	23 mm Tk X 1900 mm W X 9200 mm LG		54	170.42
11	23 mm Tk X 2500 mm W X 9800 mm LG		73	322.91
12	32 mm Tk X 2500 mm W X 6300 mm LG		28	110.78
13	36 mm Tk X 2500 mm W X 5000 mm LG		9	31.79
14	50 mm Tk X 2500 mm W X 6300 mm LG		9	55.64
15	56 mm Tk X 2800 mm W X 5300 mm LG		26	169.62
16	63 mm Tk X 3000 mm W X 4600 mm LG		16	109.20
17	75 mm Tk X 2500 mm W X 4600 mm LG		6	40.62
18	80 mm Tk X 2500 mm W X 5000 mm LG		52	408.20
19	90 mm Tk X 2500 mm W X 5200 mm LG		17	156.14
TOTAL			509	2125.27

Above quantities are subject to variation per lot per item supplied and on overall basis: +5% / -0%

3. Mandatory technical requirements:

Requirements	Standard	Applicable for enquiry items
Condition	Normalized	All enquiry items
Thickness & size	As per items in table at sl.no. 2 above.	
Charpy V – notch impact test on longitudinal specimen (see Fig. – 1 of ASTM A 370)	ASTM A 20 / A 20M (at temperature specified in table A2.15)	
Dimensions and tolerances	ASTM A 20 / A 20M	All enquiry items
Ultrasonic testing	ASTM A578 / A578M (acceptance level shall be B)	
Through thickness tension testing to Quality class Z35	DIN EN 10164	Enquiry items 14, 15, 16 & 17 only.
Bend test (Longitudinal direction)	ASTM A 20	All enquiry items
Inspection documents as per results of tests for: • Chemical analysis • Mechanical properties • Heat Treatment • NDT • Impact testing • Through thickness tension test • Bend test	As per ASTM A 20 and relevant standards as applicable.	As per tests applicable for respective items as above.
Microstructure examination for inclusions: The examination of cleanliness must be performed in one plate per lot. It should be conducted after heat treatment. The microstructure must be uniform and free from porosity, excessive segregation and inhomogeneities. Inclusion content as per ASTM E 45 / Method A • ‘Thin series’ inclusions: Type A, B, C, D (Max. severity level 2) • ‘Heavy series’ inclusions: Type A, B, C, D (Max. severity level 1.5)	As per ASTM E45 – 13.	Enquiry items 1 to 11 only.

ABOVE TECHNICAL REQUIREMENTS OF EACH ENQUIRY ITEM ARE TO BE NECESSARILY ACCEPTED BY THE BIDDERS FOR THEIR OFFERS TO BE CONSIDERED TECHNICALLY ACCEPTABLE, FAILING WHICH OFFERS SHALL BE REJECTED.

4. Pre – Qualification criteria:

Sl.no	Description of pre-qualification requirement	Vendor's response	
		Complied / Not Complied	Supporting documents required from bidders stating compliance to clause.
1	Compliance to material standard ASTM A 516 Gr.70	Yes / No.	Compliance to ASTM A 516 Gr. 70.
2	Compliance to technical requirements as against each item of enquiry in line with specification HT 10499 rev.02 as per sl.no. 3 of annexure - I above.	Yes / No.	Point wise compliance statement to the enquiry and specification HT 10499 rev.02. as called in point no. 3 of annexure - I above.
3	The supplying mill / trader should have experience (in Tonnes) of supplying at least the total quantity requirement of this tender of same material grade in past 5 years. For traders / distributors / agents, the previous purchase orders (POs) of the past supplied plates shall be of same supplying mill offered in this current tender.	Yes / No.	Copy of un-priced valid POs (may be multiple POs with combined quantity more than or equal to total quantity of the current tender)
6	All correspondence and documents including test certificates shall be in English language. If any document provided by the vendor is any language other than English, it must be duly supported with its English translation.	Yes / No.	Compliance

Note:

1. This PQR is applicable for compliance by mill / trader, In case of distributors / agents' compliance of mill to be given.
2. Compliance to above pre-qualification requirements is mandatory. In absence of compliance of above requirements vendor's offer shall be rejected.
3. BHEL has right to verify information / confirmation furnished by the vendor, by asking additional, proofs etc.

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) Delivery port will be CFR / CIF Mumbai sea port basis. Other delivery ports will not be acceptable for CFR/CIF. Ocean freight content to be mentioned in annexure – III (price format).

- c) 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.**
- d) Offer received on FOB basis may be considered on exceptional basis, BHEL will load freight, marine insurance, port handling charges and inland freight as per BHEL's contract to arrive at the landed cost. Goods shall be handled for ocean freight by BHEL's freight forwarder only, under FOB contract and OBL / HAWB issued by BHEL's appointed forwarder or his authorized agent (s) shall be accepted for negotiation.
- e) 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.
- f) Please visit www.bhelbpl.co.in for details of named Sea ports. Name of the gateway port so chosen by the seller in case of FOB delivery shall be indicated by the bidder in his offer.
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. 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 foreign bidders:** 100% through CAD of 90 days from date of BL shall be preferable, in case of foreign bidder insist on LC payment terms, it shall have to be through irrevocable, unconfirmed usance LC, payable within 90 days (usance period) of BL and LC shall strictly be in format of BHEL as per annexure – III below. No deviation in any point of LC format as per annexure – III shall be acceptable. In case BHEL considers any deviation usance period 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.

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.

- **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 / valid Udyog Aadhar Certificate is to be submitted with bid part – I by the bidders and is mandatory to avail SME benefit.

In case of indigenous bidder insisting on ILC payment terms, BHEL reserves the right to accept or reject the bid. In case, BHEL accepts the ILC payment terms, it shall have to be through irrevocable, unconfirmed usance LC, payable within 120 days (usance period) of UMID / receipt date of material at BHEL against acceptance and LC shall strictly be in format of BHEL as per annexure – IV below. No deviation in any point of ILC format as per annexure – IV shall be acceptable.

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.

9. **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.
10. **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 40% plus applicable surcharge and cess will be applicable.
11. **Inspection of material:** Inspection shall be done at BHEL, Bhopal.
12. **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.
13. **Taxes & Duties:** 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. 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.

With reference to Section 51 of CGST Act 2017 read with notification no. 50 / 2018 – Central Tax dated 13.09.2018; BHEL will be liable to deduct TDS as per GST rules @ TDS @ 2% on item value w.e.f invoice dt. 01.10.2018. GST-TDS as deducted from bill is deposited to tax authority and details of TDS deducted are updated in GSTR-2A in portal. Benefit to be availed on the basis of details available in GSTR - 2A portal. BHEL will not issue any TDS certificate.

14. **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.
15. **Short closure:** BHEL reserves right to short close the contract for quantities.
16. 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.**
17. **Fraud prevention policy:** Fraud prevention Policy of BHEL is to be complied with (attached).
18. **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 IEM for this tender is furnished below:
 - Name : Mr D. R. S. Chaudhary
 - Address: E-1 / 164, Arera Colony, Bhopal, 462016, MP.
 - E-mail : dilip.chaudhary@icloud.com
 - 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.

19. 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“

20. 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 E1483095 – Carbon Steel Plates (ASTM A516 Gr. 70).

Sl.no	DESCRIPTION	TO BE FILLED-IN BY THE BIDDER
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 & tolerance requirement as per sl.no. 2 of annexure – I.	YES – If ‘No’ your bid is liable for rejection
5.1	Acceptance to mandatory technical requirement as per sl.no. 3 of annexure – I.	YES – If ‘No’ your bid is liable for rejection
6	Name of the mill (s) from which items offered as per enquiry are to be sourced.	
6.1	Un – conditional acceptance to all the point of Pre – qualification criteria as per sl.no. 3 of annexure - I (relevant documents to be submitted).	YES – If ‘No’ your bid shall be rejected.
7	Acceptance to delivery terms as per point no. 4 of annexure – I.	YES
7.1	For indigenous bidders:	
A	Quoted delivery in number of days from date of receipt of PO.	_____ days
7.2	For foreign bidders:	
A	Name of load port & country of origin.	
B	Quoted delivery in number of days from date of PO.	
8	Acceptance to late delivery penalty clause as per point no. 6 of annexure – I.	YES
9	Acceptance to payment terms as per point no. 7 of annexure – I. (Foreign bidders to clearly specify their payment terms.)	YES
10	Acceptance to transit insurance clause as per point no. 7 of annexure – I.	YES
11	Submission of valid PEBC (Permanent Establishment Business Certificate) as per point no. 9 of annexure – I. (For foreign bidders.)	YES (bidders to submit valid PEBC as per applicable annexure – B OR C sent with NIT tender documents)
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.	YES
16	Acceptance to short closure clause as per point no. 14 of annexure – I.	YES
17	Acceptance to all the points of BP200102 which are not covered in annexure – I.	YES
18	Acceptance to BHEL’s fraud prevention Policy as per point no. 16 in annexure – I.	YES

19	Acceptance to price finalization through reverse auction as per sl.no. B of annexure – I.					Annexure – II (cont.) YES
20	Submission of Integrity pact duly signed with seal					YES – If ‘No’ your bid is liable for rejection
21	Acceptance to Make In India clause at sl.no. 19 of annexure – I and any declaration thereof by Department of Heavy Industry of Government of India.					YES – If ‘No’ your bid is liable for rejection
22	For indigenous bidders: Discount offered in percentage in case evaluation is done on Concessional duty benefit @ 5% for items 18 & 19 only.					
23	Quoted for (Carbon steel plates as per point no. 2 & 3 of annex. - I)	It no.	Item description	No. of plates	Quantity in MT	Quoted
		1	10 mm Tk X 2200 mm W X 3850 mm LG	51	33.91	YES / NO
		2	12 mm Tk X 2000 mm W X 12500 mm LG	24	56.52	YES / NO
		3	12 mm Tk X 2800 mm W X 12500 mm LG	16	52.75	YES / NO
		4	16 mm Tk X 2200 mm W X 12500 mm LG	26	89.80	YES / NO
		5	18 mm Tk X 2300 mm W X 8500 mm LG	24	66.30	YES / NO
		6	18 mm Tk X 2400 mm W X 9000 mm LG	12	36.62	YES / NO
		7	18 mm Tk X 2500 mm W X 9700 mm LG	12	41.12	YES / NO
		8	18 mm Tk X 2550 mm W X 10000 mm LG	36	129.71	YES / NO
		9	23 mm Tk X 1750 mm W X 7600 mm LG	18	43.22	YES / NO
		10	23 mm Tk X 1900 mm W X 9200 mm LG	54	170.42	YES / NO
		11	23 mm Tk X 2500 mm W X 9800 mm LG	73	322.91	YES / NO
		12	32 mm Tk X 2500 mm W X 6300 mm LG	28	110.78	YES / NO
		13	36 mm Tk X 2500 mm W X 5000 mm LG	9	31.79	YES / NO
		14	50 mm Tk X 2500 mm W X 6300 mm LG	9	55.64	YES / NO
		15	56 mm Tk X 2800 mm W X 5300 mm LG	26	169.62	YES / NO
		16	63 mm Tk X 3000 mm W X 4600 mm LG	16	109.20	YES / NO
		17	75 mm Tk X 2500 mm W X 4600 mm LG	6	40.62	YES / NO
		18	80 mm Tk X 2500 mm W X 5000 mm LG	52	408.20	YES / NO
		19	90 mm Tk X 2500 mm W X 5200 mm LG	17	156.14	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)

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 items 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

FOREIGN LC FORMAT
(For foreign bidders)

DATE :

FD-SWIFT-700 APPLICATION AND GUARANTEE FOR ISSUE OF DOCUMENTARY CREDIT

THE MANAGER (To be stamped as an agreement: Not to be attested)
(Buyer's bank name)

BHOPAL

IMPORTERS CODE NO: 0588138690

BY AIR MAIL/TELEX/CABLE/SWIFT

PLEASE ESTABLISH WITH YOUR BRANCH/ CORRESPONDENTS IN SWITZERLAND

DOCUMENTARY CREDIT AS PER DETAILS BELOW

40A =	TYPE OF LC	IRREVOCABLE & UNCONFIRMED
31D =	DATE AND PLACE OF EXPIRY	3 MONTHS FROM LC DATE INDIA
50 =	NAME AND ADDRESS OF APPLICANT	M/S BHARAT HEAVY ELECTRICALS LIMITED, PIPLANI, BHOPAL, INDIA-462022
59 =	NAME AND ADDRESS OF BENEFICIARY	
32B =	CURRENCY AND AMOUNT FF CREDIT	USD
39A =	VARIATIONS IN LC AMT AND/OR QUANTITY PERMITTED	+5% / -0%
41A =	CREDIT AVAILABLE WITH CREDIT AVAILABLE BY	ADVISING BANK [] NEGOTIATION
42C =	USANCE OF THE DRAFTS	USANCE LC WITH 90 DAYS FROM BILL OF LADING DATE
42D =	DRAFTS TO BE DRAWN ON	ISSUING BANK
43P =	PARTIAL SHIPMENTS	ALLOWED
43T =	TRANSHIPMENTS	PROHIBITED
44E =	SHIPMENT FROM	ANY PORT IN (Country name)
44F =	PORT OF DISCHARGE	MUMBAI SEAPORT
44C =	LATEST SHIPMENT DATE	21 DAYS PRIOR TO LC EXPIRY
45A =	DESCRIPTION OF GOODS	AS PER PO NO:

ITEM NO	PARTICULARS	RATE (FC)	QTY (MT)

INCOTERM: CFR, MUMBAI SEAPORT

46A = NEGOTIABLE DOCUMENTS REQUIRED

1. ONE SET ORIGINAL COPY OF CLEAN ON BOARD MARKED FREIGHT PREPAID BILL OF LADING
SHOWING BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL AS CONSIGNEE.

NOTIFY PARTY AS: BHEL ROD MUMBAI, 14TH FLOOR. WORLD TRADE CENTRE-1 CUFF

- PARADE COLABA, MUMBAI 400005. PHONE NO 22171343/355/371/302.
2. DETAILED PACKING LIST ISSUED BY BENEFICIARY IN TWO COPIES.
 3. BENEFICIARY MANUALLY SIGNED COMMERCIAL INVOICE IN TWO COPIES.
 4. CERTIFICATE OF ORIGIN ISSUED BY CHAMBER OF COMMERCE IN ONE ORIGINAL CERTIFYING GOODS ARE OF (country name) ORIGIN.
 5. ORIGINAL MILL TC, FROM (mill name) COVERING ALL PROPERTIES AS PER THE TERMS AGREED IN (PO and subject enquiry) AS ISSUED BY BHEL BHOPAL TO BE FURNISHED ALONG WITH EACH SUPPLY.
 6. INSPECTION CERTIFICATE BY (TPIA details provided by vendor) ALONG WITH SUPPLY.
 7. PRE DESPATCH CLEARANCE CERTIFICATE BY BHEL BHOPAL.
 8. ONE SET OF NEGOTIABLE DOCUMENTS ABOVE TO BE SENT BY REGD. AIRMAIL/DHL OR ANY OTHER INTERNATIONAL COURIER SERVICE TO:
 - I. AGM (CMM-FE), BHEL, 2ND FLOOR, ADMIN BUILDING, PIPLANI, BHOPAL-462022, INDIA.
 - II. DGM (FIN-FP), BHEL, 4TH FLOOR, ADMIN BUILDING, PIPLANI, BHOPAL-462022, INDIA.+ ONE COURIER PACKET FOR BOTH THE ADDRESSES IS ACCEPTABLE.
+ BENEFICIARY CERTIFICATE STATING THAT THEY HAVE FORWARDED THE DOCUMENTS (SHOWING RELEVANT AIRMAIL/DHL REFERENCE AND DATE) ACCORDINGLY TO BE SUBMITTED FOR NEGOTIATION.
 9. BENEFICIARY'S DECLARATION THAT WOOD- PACKING MATERIAL USED IN PACKING IS IN ACCORDANCE WITH IPPC STANDARD ISPM NO.15 AND HAS BEEN LABELLED COMPLIANT WITH IPPC MARK BY MANUFACTURERS.
OR
BENEFICIARY'S DECLARATION THAT WOOD- PACKING MATERIAL HAS NOT BEEN USED FOR PACKING OF THE GOODS.
 10. BENEFICIARY TO SEND EMAIL INTIMATION ABOUT DESPATCH OF GOODS GIVING DETAILS OF BHEL PURCHASE ORDER NUMBER, LC NO., INVOICE NO, INVOICE VALUE, BOL NO. & DATE TO:
 - I. fin_fp.bpl@bhel.in
 - II. mmfe.bpl@bhel.in+ COPY OF EMAIL TO BE SUBMITTED ALONG WITH NEGOTIABLE DOCUMENTS.
 11. CERTIFICATE FROM SHIPPING COMPANY OR ITS AUTHORISED AGENTS STATING THAT THE CARRYING VESSEL IS SEAWORTHY AND THE VESSEL IS CLASSIFIED BY AN APPROVED CLASSIFICATION SOCIETY AS PER INSTITUTE CLASSIFICATION CLAUSES AND CLASSIFIED AS LLOYDS 100 A1 OR ITS EQUIVALENT CLASSIFICATION STATING THAT THE VESSEL IS NOT MORE THAN 25 YEARS OLD.
 12. COPY OF CONFIRMATION EMAIL BY APPLICANT THROUGH fin_fp.bpl@bhel.in CONFIRMING THAT VALID DECLARATION OF PERMANENT ESTABLISHMENT AND BUSINESS CONNECTION IN INDIA HAS BEEN RECEIVED FROM BENEFICIARY AND ACCEPTED BY BHEL.

47A = ADDITIONAL CONDITIONS:

1. ONE SET OF NON NEGOTIABLE DOCUMENTS TO BE SENT BY EMAIL TO: msseabpl@bhel.in + COPY OF EMAIL TO BE SUBMITTED ALONG WITH NEGOTIABLE DOCUMENTS.
2. ALL DOCUMENTS MUST MENTION OUR LC NUMBER AND PURCHASE ORDER NO.
3. IMPORT AGAINST PARA 2.16 OF EXIM 2015-20.
4. ALL DOCUMENTS / INVOICES MUST MENTION "IMPORT AGAINST PARA 2.16 OF EXIM 2015-20."
5. INSURANCE IS COVERED BY THE APPLICANT THROUGH OPEN POLICY.
6. TOLERANCE OF +/-10% FOR QUANTITY AND CREDIT AMOUNT ARE ALLOWED.
7. IF SHIPMENT IS EFFECTED IN CONTAINERS, THE BILL OF LADING IN SUCH CASE SHOULD INDICATE PLACE OF FINAL DESTINATION AS NHAVA SHEVA SEAPORT.

71B =	SPECIFY, IF ANY CHARGES ARE TO BENEFICIARYS A/C	BANK CHARGES OUTSIDE INDIA
48 =	DOCUMENTS TO BE PRESENTED	WITHIN 21 DAYS FROM THE DATE OF B/L
49 =	CONFIRMATION INSTRUCTIONS	WITHOUT CONFIRMATION
57A =	CREDIT TO BE ADVISED TO THE BENEFICIARY THROUGH (BANK)	SWIFT :

[] SPECIAL CONDITIONS:

1. LC TO BE AVAILABLE FOR NEGOTIATION AND DIRECTLY ADVISED BY:
2. PENALTY CLAUSE: (As per quoted delivery and agreed in enquiry)
3. BILL OF LADING SHOULD MENTION THE FOLLOWING DETAILS AS PER CUSTOMS REQUIREMENTS :

IEC CODE OF BHEL: 0588138690

GSTIN OF BHEL BHOPAL: 23AAACB4146P1ZN

OFFICIAL E-MAIL ID: mmfe.bpl@bhel.in

INDIGENOUS LC FORMAT
(For indigenous bidders)

L BHARAT HEAVY ELECTRICALS LIMITED (UNIT : BHOPAL)

BHOPAL - 462022

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MM/LC/ (PO number) -

Sub: Requisition for opening of LC in favour of
(Vendor name)

1. PO NO : (PO number & date)

2. TYPE OF L/C : IRREVOCABLE AND UNCONFIRMED

3. NAME AND ADDRESS OF APPLICANT. : BHARAT HEAVY ELECTRICALS LTD.
PO PIPLANI, BHOPAL.

4. NAME AND ADDRESS OF BENEFICIARY : (vendor's name with address)

5a. DESCRIPTION OF GOODS :

ITEM NO	PARTICULARS	QTY (MT)

5b. VARIATION IN QUANTITY: (As per contract)

6. CURRENCY AND AMOUNT : (Nominal LC value in INR)

7. CREDIT AVAILABLE : ANY BANK IN INDIA
WITH AND BY : BY NEGOTIATION

8. TYPE OF DRAFT : 120 DAYS USANCE FROM RECEIPT DATE

9. DOCUMENTS TO BE PRESENTED : WITHIN 30 DAYS FROM LR DATE

10. PART SHIPMENT : PERMITTED

11. TRANS-SHIPMENT : PERMITTED

12. DESPATCH FROM : ANYWHERE IN INDIA

13. DESPATCH TO : CRX DIVISION, BHEL BHOPAL

14. DESPATCH TERMS : CIF CRX DIVISION, BHEL BHOPAL

15. PLACE OF EXPIRY : INDIA

16.a) VALIDITY : 90 DAYS

b) LAST DATE OF SHIPMENT (DESPATCH) : EXPIRY DATE OF LC

17. FREIGHT : TO BENEFICIARY ACCOUNT

17.a) TRANSIT INSURANCE : TO BENEFICIARY ACCOUNT

18. DOCUMENTS REQUIRED :

- 1 BILL OF EXCHANGE, ORIGINAL SIGNED GST INVOICE AND COPY OF TEST CERTIFICATES
- 2 PHOTOCOPY OF RECEIPTED LORRY RECEIPT / E WAY BILL.

- 3 PHOTOCOPY OF VALID INSURANCE POLICY.
- 4 VENDOR'S DECLARATION THAT SUPPLIED QUANTITY IS WITHIN PO QUANTITY PLUS ALLOWED TOLERANCE OF (tolerance as per contract). IN CASE, QUANTITY SUPPLIED IS BEYOND PERMISSIBLE TOLREANCE OF (AS AGREED IN CONTRACT), SUITABLE DOCUMENTS (DEBIT / CREDIT NOTE) AS PER GST LAW IS TO BE PRESENTED ALONGWITH NEGOTIABLE DOCUMENTS IN BANK. A DECLARATION TO THIS EFFECT HAS TO BE MADE PART OF NEGOTIABLE DOCUMENTS AGAINST LC, A COPY OF DEBIT / CREDIT NOTE IN ORIGINAL HAS TO BE SUBMITTED DIRECTLY TO CMM - STEEL.
- 5 VENDOR'S DECLARATION THAT ORIGINAL DOCUMENTS HAVE BEEN SUBMITTED TO BANK.
- 6 PRE-DISPACTH CLEARANCE FROM BHEL TO BE SUBMITTED ALONG WITH DOCUMENTS.

19. SPECIAL INSTRUCTIONS :

- 1 ALL LC CHARGES TO BENEFICIARY ACCOUNT INCLUDING STAMP CHARGE S.
 - 2 ALL RELEVANT DOCUMENTS I.E. GST INVOICE AND TEST CERTIFICATE MUST BE MARKED WITH PO NO AND LC NO UNDER WHICH DOCUMENTS HAVE BEEN DRAWN AND A COPY OF DOCUMENTS PRESENTED IN BANK IS TO BE SENT TO DY. MANAGER (CMM - STEEL) FOR RECORDS.
 - 3 LR TO BE IN THE NAME OF BHEL, BHOPAL - SR MANAGER, CRX DIVISION.
 - 4 GST AT THE RATE 18 PCNT EXTRA AS APPLICABLE.
 - 5 BENEFICIARY TO MENTION THEIR GSTN NO, BHEL BHOPAL GSTN NO AND D HSN CODE OF EACH ITEM ON ALL INVOICES.
 - 6 BENEFICIARY TO FURNISH DESPATCH INTIMATION ABOUT EACH CONSIGNMENT , GIVING DETAILS OF PO NO, INVOICE NO, INVOICE DATE, INVOICE VALUE, LR NO, LR DATE DESPATCHED AGAINST THE LC BY E MAIL TO NMALL@BHEL.IN, VINEETSUMAN@BHEL.IN, DOLLYGERA@BHEL.IN & SAMIRDAS@BHEL.IN.
 - 7 LD CLAUSE: 0.5 PERCENT OF THE DELAYED PORTION PER WEEK OF DELAY OR PART THEREOF, SUBJECT TO MAX OF 10 PCNT OF TOTAL ORDER VALUE FOR MATERIAL RECEIPT DATE (UMID DATE) BEYOND CONTRACTUAL DELIVERY SHALL BE APPLICABLE. GST AT THE RATE 18 PCNT IS ALSO APPLICABLE ON LATE DELIVERY RECOVERY AMOUNT. ALL BANK CHARGES ARE TO BE BORNE BY BENEFICIARY.
 - 8 IN CASE, QUANTITY SUPPLIED IS BEYOND PERMISSIBLE TOLREANCE OF (ASA GREED IN CONTRACT), SUITABLE DOCUMENTS (DEBIT / CREDIT NOTE) AS PER GST LAW IS TO BE PRESENTED ALONGWITH NEGOTIABLE DOCUMENTS IN BANK. A DECLARATION TO THIS EFFECT HAS TO BE MADE PART OF NEGOTIABLE DOCUMENTS AGAINST LC, A COPY OF DEBIT / CREDIT NOTE IN ORIGINAL HAS TO BE SUBMITTED DIRECTLY TO CMM - STEEL.
 - 9 WITH REFERENCE TO SECTION 51 OF CGST ACT, 2017, READ WITH NOTIFICATION NO 50/2018-CENTRAL TAX DATED 13 SEPTEMBER 2018, BHEL WILL BE LIABLE TO DEDUCT TDS UNDER GST W.E.F. 01ST OCT,2018. DEDUCTION SHALL BE MADE AT THE RATE 2 PCT ((1PCT CGST PLUS 1PCT SGST) OR 2PCT IGST) OF THE PAYMENT MADE OR THE AMOUNT CREDITED. VENDOR TO GENERATE AND SUBMIT INVOICES AS PER ABOVE.
10. DISPATCH OF MATERIAL 10 DAYS PRIOR TO LC OPENING IS ALSO ACCEPTABLE.
20. a) CHARGES TO BENEFICIARY A/C : ALL BANK CHARGES
21. LD CLAUSE: As per above point no. 7 of special instructions.
22. ADVISING BANK : (BENEFICIARY'S BANK DETAILS)