

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

Instructions to Bidders and special terms and conditions for supply of Cold rolled / Hot rolled steel sheets under online tender enquiry no E1493011 dated 18.05.2019 and due on 10.06.2019, requirement of BHEL Bhopal Unit. Online bids are invited in **Two-Part Bid** for purchase of Cold rolled / Hot rolled steel sheets in the following grades and quantities;

1. Tender quantity & desired delivery schedule

Sl. No.	BHEL spec	Project Status	Size (in mm)			Quantity in MT	Expected Delivery
			Thkness	Width	Length		
1-BP	AA10913 Rev 05 or HG10066 Rev 03, Grade-600	Confirmed	2.5	699	3316	400	July-August'19
2-BP	HG10036 Rev 02, Grade-350		1	515	2520	225	August-September'19
Total						625	

- Quantity tolerance of +/-5% is preferred, however quantity tolerance as requested by the bidder may be permitted with mutual consent.
- Acceptable bundle weight: Approximate weight of each bundle shall be 2 to 3 metric tonnes. Bundle weighing 2 Metric tonnes is however preferred.
- Validity of offers with 90 days from technical bid opening date is preferred for placement of purchase order. BHEL reserve the right to reject/accept the offer, in case of offer validity less than 90 days from date of technical bid opening.

2. Pre-Qualification Criteria: As per attached Pre-qualification Criteria annexure "Common PQR Requirement". In absence of submission of documents / compliances required as per PQR along with technical bid, your offer may be rejected.

3. Delivery Period: BHEL's preferable delivery requirement shall be maximum 16 weeks from date of PO and bidders are requested to consider the same while quoting their contractual delivery period.

4. Clause by Clause acceptance

Bidder shall confirm clause by clause acceptance to all the terms and conditions of the enquiry, Purchase specifications mentioned above and bring out deviations, if any from-

- Purchase specifications AA10913 Rev 05 / HG10066 Rev 03 and HG10036 Rev 02.
- Terms and conditions contained in this Annexure-I: Special condition of enquiry & Annexure –II: General Terms & Conditions (Enquiry GCC, BP-200102)
- All testing requirement as called in the purchase specifications must be part of the MTCs to be issued by the Mill at the time of supply.
- Minimum 14 days free of detention from the date of IGM for custom clearance at Delivery port to be offered by the bidder through its shipping Line for CFR / CIF delivery.

5. Additional clause for Imports

- Bidders to ensure to negotiate the shipping documents with their bankers within standard time of maximum 21 days as per UCP600, early negotiation are always preferred. Any delay in submission of documents results in cascading effect on various consequent costs to BHEL like demurrage charges; detention charges ground rent, storage charges etc. In order to put the onus on the vendor to negotiate the shipping documents within the allowed time, a penal charge to be levied from the bills submitted for payment for delay his part.
- Seller shall arrange to send to the respective purchaser one set of documents as per clause 11 B as per general term and condition BP200102.
- In case the material shipped in Full Containers (FCL), seller shall ensure that the Bill of Lading should clearly spell out the Port of discharge - "Nhavaseva" and preferred place of Delivery / Final Destination - "ICD Mandideep for BHEL Bhopal".
- The vendor to submit the declaration of permanent establishment and business connection in the enclosed format either in Annexure I or Annexure II whichever is applicable as per their transaction entered into with BHEL. In the absence of certificates from the vendor, withholding tax @ 40% plus applicable surcharge and cess will be levied at time of remittance to the supplier.
- Pre dispatch clearance certificate by BHEL shall be part of negotiable documents. Pre dispatch clearance may be given on provisional MTC or MTC submission by vendor to BHEL Bhopal.

6. **Evaluation of bids:**
- Offers will be evaluated for total delivered/landed cost (HESG in Rs PMT basis) at BHEL Unit, separately for each item and purchase order will be awarded accordingly.
 - The partial shipment is acceptable and late delivery penalty is applicable as 0.5% per week of delayed portion per week or part thereof subject to maximum 10% of the total order value. The total order value above shall be item wise, lot wise order value.
 - Custom duty benefit applicable for both the items i.e. item no 1 BP & 2 BP and effective applicable custom duty is 0%. In case of any change in MOA; the same will be communicated to bidders before price bid opening. Indigenous vendor may quote invalidation discount accordingly.
7. **Documentation:** One set of **Original Test Certificates** shall be sent by Courier addressed to Purchase department of respective unit of BHEL after the dispatch of goods to purchasing Units along with other documents as mentioned in the Annexure-II. Vendor should ensure that the Test certificates (TC) issued by them must include Purchase Order no., Customer name i.e., M/s Purchasing unit of BHEL. Test certificates should cover results of tests asked in respective material specification for each Coil No / Heat No.
8. **Advisory Note:** Vendors are advised to ensure supply of material as per technical specifications and other technical documents. Further, vendors are advised to strictly adhere to tolerance ranges of the specifications. Any deviation from technical parameters will result in rejection of material. However, bidder to note that under exigency/urgency conditions, BHEL may accept the material with minor deviations after penalizing the vendors as per BHEL quality / engineering recommendations (Quality Deficiency Review Committee – QDRC) depending on the nature and gravity of quality issue.
9. **BHEL fraud prevention policy:** The bidder along with its associate/collaborators.sub-contractor/sub-vendors/consultants/service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
10. **Compliance to MAKE IN INDIA** circular issued by Gol:
“For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.062017 & 28.052018 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 (notice inviting tender).
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“
11. **Tender submission Process :**
- The E-TENDER should be submitted through <https://bhel.abcpurchase.com>, in two part bid system not later than 03.00 pm on the due date. Tenders will be opened on due date from 3.30 pm hrs onwards.
 - All subsequent corrigendum/amendment shall be published only on our website (www.bhel.com) and not in press. Hence, bidders are advised to be in touch with our website till the tender is finally opened.
12. Complete tender documents can be downloaded from BHEL corporate website www.bhel.com also.
13. **Enclosure with Enquiry**
- Annexure I- Special conditions of the enquiry (4 pages):** To be filled completely and **to be attached along with the Part-I-technical offer.**
 - Common Pre-Qualification Requirement**
 - Material specifications tabulated above.
 - Annexure-II/BP-200102-** Enquiry general conditions of contract for Indigenous & foreign vendors (through Soft copy)- 10 pages
 - Permanent establishment and Business connection Annexure – I & Annexure – II.
 - Vendor registration form (online):** to be filled and submitted by vendors not registered with BHEL.
- In case of any further assistance in this tender please contact following persons

Saurabh Singh Niranjana / Sr Engineer / CMM-Steel 2 nd Floor, ADM Building BHEL Bhopal, Piplani, Bhopal (MP)- 462022 Ph: 0755 250 5491 Email: saurabhniranjana@bhel.in	Dolly Gera / DGM / CMM-Steel 2 nd Floor, ADM Building BHEL Bhopal, Piplani, Bhopal (MP)- 462022 Ph: 0755 250 3090 Email: dollygera@bhel.in
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Noted and accepted / accepted except the deviations enclosed

(Strike-off whichever is not applicable)

Name & Signature of Authorized signatory

Sr No	Description	Remarks
1	Confirmation to supply material as per BHEL specifications	YES
2	Confirmation to supply material as per enquiry size and quantity	YES
3	All testing requirement as called in the purchase specifications must be part of the Mill TC to be issued by the mill along with supply.	YES
4	Acceptance of late delivery penalty clause (Refer Clause 9 of Annexure-II- Enquiry GCC & clause 6.b of Annexure E1493011-I)	YES
5	Lead time for supply of of CRNGO coils from the date of Purchase Order	----- weeks
6	Validity of the rates preferred for minimum 90 days from technical bid opening date for placement of purchase orders.	YES
7	Acceptance of part order quantity	YES
8	Tender submitted in Two part bid only	YES
9	In case of rejection, BHEL reserve the right to withhold the payment of rejected lot & supplier must withdraw the bill of exchange unconditionally.	YES
10	Inspection at BHEL shall be final & binding.	YES
11	Acceptance of price finalisation through reverse auction	YES
Additional details for overseas bidders		
1	Port name in case of FOB delivery (For reference only)	-----
2	Discharge Port Nhava Sheva in case of CFR/CIF delivery	YES
3	Delivery port ICD Mandideep for CFR/CIF delivery for Bhopal Unit requirement	YES
4	Shipment of cargo through containers	YES
5	Minimum 14 days free of detention from the date of IGM for custom clearance at Delivery port to be offered by the bidder through it's shipping Line for CFR delivery	YES
6	Acceptance of payment terms-100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or CAD payable on 90th day of Bill of Lading (B/L) date as per Clause 16 of Annexure- II- Enquiry GCC (BP200102)	YES
7	The BL and invoice should mention the Incoterm as " CIF" or "CFR / C&F".	YES
8	The BL should mention Applicable destination charges, acceptable by shipping lines. ROD office of BHEL at Mumbai should be aware of the destination charges before the consignment reaches the destination Port.	YES
9	Load port charges should be settled by the supplier and should not be passed on to BHEL in some form of destination charges.	YES
Additional details for indigenous bidders		
1	Delivery preferred on FOR BHEL Unit basis with transit insurance risk to be borne by supplier. All transit risk shall be covered under clause inland rail & road-A(IRR-A).	YES
2	IGST / (CGST + SGST) extra as applicable against ITC	_____%
3	Payment terms - '100% Direct within 90 days of receipt' and as per clause 16 of Annexure-II-Enquiry GCC (BP200102)	YES
4	Supplier shall have valid GST registration	YES
5	Supplier shall mention their GSTN registration number in their invoices. Invoice no which is linked /uploaded in GSTN network shall be clearly indicated in invoice	YES
6	All invoices shall bear the HSN code for each item separately.	YES
7	Confirmation that all invoice particulars will be uploaded in the GSTN network / portal and all tax liability will be discharged as per GST rules and regulations.	YES

- For any deviation from BHEL standard commercial terms, your offer shall be loaded suitably.
- In case of deviation in any of the above conditions, please spell out clearly & Strike off table not applicable.

Sign & Seal of the vendor