

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

Instruction to Bidders and Special Terms and conditions for supply of CRNGO Steel under open tender enquiry E1493066R. Bids are invited in **Two-Part Bid** for purchase of CRNGO Steel as per following details ;

1. Tender quantity & tentative delivery schedule

Item	Item / Size	Spec	Quantity (MT)	Tentative Delivery Requirement
1	0.35 mm tk X 892 mm X Coil CRNGO Steel	HG10062 rev 06 (Gr – 35C235)	128 ± 5%	May '20

- Quantity tolerance (supply tolerance) of +/-5% is preferred; however quantity tolerance as requested by the bidder may be permitted with mutual consent.
- Acceptable coil weight: Maximum up to 3.5 MT. Maximum OD of 1500 mm and nominal ID of coils to be 508 mm +/- 10 mm.
- Validity of offer 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.
- The procurement against this tender is being made for NTPC – Tapovan Vishnugarh Project. Only those techno-commercially qualified bidders who get approved by this customer will be considered for price bid opening. Bidders to submit NTPC questionnaire along with their offer.

2. Pre-Qualification Criteria: As per attached Pre-Qualification Criteria annexure "Common PQR Requirement for E1493066R". In absence of submission of documents / compliances required as per PQR along with technical bid, your offer may be rejected out rightly.

3. BIS license for supplying mill: - BIS certification is mandatory for Cold Rolled NGO supplying mill from **01-Jul-2014** onwards or as per the Steel and Steel Products (Quality control) Second (Amendment) Order, 2012 dated 31.03.2014. Offer in line with Steel quality control order shall only be considered for further evaluation and price bid opening.

4. Bidder must confirm that all testing requirements as called in the purchase specifications must be part of the MTC to be issued by the Mill (certified by TPI if applicable) at the time of supply.

5. Procedure for bid submission : Offer shall be submitted by the bidders in two parts -

Bid Part - I Technical cum Commercial bid

Bid Part - II Price bid

Both Part - I & Part - II of the offer shall be kept in two separate sealed envelopes duly super scribed as Part – I 'Technical cum Commercial bid' and Part-II 'Price bid'. The enquiry No. (**E1493066R**), due date (**09.04.2020**) & **Supplier's name** along with Supplier Code (if registered with BHEL Bhopal) shall also be super scribed on both the envelopes. These two envelopes may be kept in a third envelop on which supplier's name, enquiry No. & due date must be clearly mentioned. The quotation should reach in our tender room on or before 11.00 hrs of due date (**09.04.2020**).

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.

Part-I of the bid shall contain complete item-wise scope of supply as offered vis-à-vis the scope of supply as per enquiry, all commercial terms and conditions etc. It is expected that bidders shall meet all our technical and commercial requirements and shall not deviate from them. However in case it becomes necessary for them to deviate, such deviations must be clearly brought out in the offer under the following heads:-

- Deviations from this "E1493066R: Special conditions of enquiry" – Annexure -I.
- Deviations from Purchase Specification **HG10062 rev 06**
- Deviations from BHEL Bhopal 'Terms and conditions of enquiry - GTC'.
- Deviations from BHEL Bhopal 'BHEL PO Terms and Conditions.
- Price Format – Annexure -II.

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. Clarifications wherever required on this part shall be obtained from the bidders for their evaluation. The Price bid Part-II of such vendors alone shall be opened at a later date whose techno-commercial bids are found acceptable. The date of 'Price bid -Part II' opening shall be intimated later.

Handwritten signature

BHEL prefers to get quotations in sealed covers, however, in case of emergency, tenders can be sent through email at mmtender.bpl@bhel.in so as to reach the mailbox not later than 11.00 AM of due date. BHEL will not be responsible for delay in receipt of tender for whatsoever reason. Offers received after 11.00 AM of the due date shall be treated late and will not be considered. Kindly attached the technical bid (Bid Part I) and Price bid (Bid Part II) as two different attachments.

6. Payment Terms:-

- **For foreign bidders:** 100% through irrevocable & unconfirmed LC of 90 days from date of BL shall be preferable. 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.
- **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 (Micro & small category only), whichever is applicable to the supplier with no bank charges. Valid Udyog Aadhar Certificate 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.

7. Clause by Clause acceptance

- A. 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-
 - i. Purchase specification of enquiry item(s).
 - ii. Packing and marking as per specification .
 - iii. Terms and conditions contained in this Annexure-I: Special condition of enquiry & General Terms & Conditions (Enquiry GTC, BP-200102)
 - iv. All testing requirement as called in the purchase specifications must be part of the MTC to be issued by the Mill at the time of supply.
 - v. 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.
- B. BHEL reserve the right to accept or reject the bid for deviation offered wrt clause 7.A.

8. Additional clause for Imports

- i. 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.
- ii. 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.
- iii. 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".
- iv. The vendor to submit the declaration of permanent establishment and business connection in the enclosed format either in **Annexure A or Annexure B** 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.
- v. 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.

9. Evaluation of bids:

- a. Offers will be evaluated for each item individually for total delivered/landed cost (HESG in Rs PMT basis) at BHEL Bhopal and Purchase order will be awarded accordingly.
- b. Staggered delivery / partial shipment is acceptable hence late delivery penalty is applicable as 0.5% per week or part thereof subject to maximum 10% of delayed / undelivered portion for delay in supply beyond contractual delivery period. 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.

- c. Overseas offers will be preferably evaluated on CFR/CIF ICD Mandideep for BHEL Bhopal requirement.
- d. Offers will be evaluated at merit duty.

10. **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 for Mechanical and Electrical properties as per specification for each Coil No / Heat No.
11. **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.
12. **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.
13. Complete tender documents can be downloaded from BHEL corporate website www.bhel.com also.
14. Bidders to give acceptance to **Conciliation clause** as per annexure D.
15. 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 & 29.05.19 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”

NOTE : In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from respective L-1 bidders. In case more than one bidder happens to occupy L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots , in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.

16. **Enclosure with Enquiry**
 - a. **Annexure I- Special conditions of the enquiry (4 pages):** To be filled completely and **to be sent along with the Part-I-technical offer.**
 - b. **NTPC questionnaire (Applicable for vendors not approved by Tapovan Vishnugarh – NTPC)**
 - c. **Common Pre-Qualification Requirement**
 - d. Material specifications HG10062 rev 06
 - e. Annexure – 1 (page 5 of 5) of Coating thickness specification AA0851711.
 - f. BHEL Bhopal MTC format.
 - g. **Annexure-II/BP-200102-** Enquiry general conditions of contract for Indigenous & foreign vendors - 10 pages
 - h. Permanent establishment and Business connection Annexure – A & Annexure – B.
 - i. **Vendor registration form (available 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

Neha / Dy Manager / CMM-Steel 2 nd Floor, ADM Building BHEL Bhopal, Piplani, Bhopal (MP)- 462022 Ph: 0755 250 2499 Email: nehasingh@bhel.in	Dolly Gera / Sr. 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

Neha

S.N	Description	Remarks
1	Confirmation to supply material as per enquiry material specifications	
2	Confirmation to supply material as per enquiry size and quantity	
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.	
4	Acceptance of late delivery penalty clause (Refer Clause 9 of Annexure-II- Enquiry GCC & clause 8.b of Annexure E1493040-I)	
5	Lead time for supply of of CRNGO coils from the date of Purchase Order / LC	----- days
6	Confirmation that supplying mill is BIS approved for quoted material grade	
7	Validity of the rates (for issuance of Purchase Orders) - 90 days from technical bid opening date	
8	Tender submitted in Two part bid only	
9	In case of rejection, BHEL reserve the right to withhold the payment of rejected lot & supplier must withdraw the bill of exchange unconditionally.	
10	Inspection at BHEL shall be final & binding.	
11	Acceptance of price finalisation through reverse auction	
12	Acceptance to part order quantity	
13	Acceptance to Fraud Prevention Policy	
14	Acceptance of supply tolerance of + / - 5 %	
15	Acceptance to conciliation clause as per annexure D	
Additional details for overseas bidders		
1	Discharge Port Nhava Sheva in case of CFR/CIF delivery	
2	Delivery port ICD Mandideep for CFR/CIF delivery	
3	Shipment of cargo through containers	
4	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	
5	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 GTC (BP200102)	
6	The BL and invoice should mention the Incoterm as "CIF" or "CFR / C&F".	
7	The BL should mention Applicable destination charges, acceptable by shipping lines. ROD should be aware of the destination charges before the consignment reaches the	
8	Load port charges should be settled by the supplier and should not be passed on to BHEL in some form of destination charges.	
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).	
2	IGST / (CGST + SGST) extra as applicable against ITC	%
3	Payment terms - '100% Direct within 90 days of receipt' and as per clause 16 GTC (BP200102)	
4	Supplier shall have valid GST registration	
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	
6	All invoices shall bear the HSN code for each item seperately.	
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.	
8	Submission of declaration for having local content more than 35 % for fulfillment of clause 15 of annex I.	

- 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

Price Format for the enquiry No E1493066R For CRNGO Steel

(To be submitted in a separate envelope duly super scribed as Part – II, Price bid of Enquiry no. E1493066R)

1	Name of vendor with vendor code	(To be filled by bidder)
2.1	Item : 0.35 mm tk x 892 mm x Coil CRNGO Steel to HG10062 Rev 06	
2.2	Quantity : 128 MT	
3	<u>Rate schedule</u>	
A	<u>Currency :</u>	(To be filled by bidder)
B	<u>Basic Cost in Currency / MT</u> (Exclusive of Taxes and duties and as per your quoted terms of delivery)	(To be filled by bidder)

