

1. Enquiry is being floated through e-procurement system, offer / bid has to be submitted through e-procurement system ONLY as per instruction given in the e-procurement portal (<https://bhel.abcpocure.com/>).
2. For any technical clarification, please contact Mr. Vishal Garg, **Dy. Manager(TBEM)**; Contact No. 0120-6748461; e-mail: vishal_garg@bhel.in / Mr. **BV Gautam, Dy. General Manager(TBEM)**; Contact No. 0120-6748550; e-mail: gautambv@bhel.in
For any commercial clarification, please contact Mr. **Raj Narayan Ram, Sr. Engineer (TBMM)**; Contact No.0120-6748532; e-mail: raj.ram@bhel.in / Mr. **Rajeev K Roy, Manager(TBMM)**; Contact No. 0120-6748484; e-mail: rajeevroy@bhel.in

3. Terms of payment shall be as under : (clause 3.1 to 3.7 of GTC not applicable in this case)
 - a) After 60days from date of receipt of consignment along with Invoice (Duplicate for transporter), TC & LR copy (duly endorsed by BHEL site representative for receipt) free from errors.
 - b) In case the standard payment term in clause (a) above is not acceptable, alternately 120 days Usance LC (irrevocable) reckoned from the date of submission of documents at Beneficiary bank, subject to loading of 1.5% on the quoted price for evaluation. Opening charges and retirement charges to BHEL's account. LC will be normally opened within 20 days from the date of PO and negotiation period will be 14 days from the date of PO and negotiation period will be 14 days. Validity of LC i.e., last shipment date shall be linked to PO delivery date. For LC amendment i.e., validity extension after delivery date, charges shall be to supplier's account and amendment will be done in 5-7 days from request.

Note: Any deviation (like payment period other than mentioned above, Usance period less than 120 days, sight LC, interest for delayed payment, advance payment etc.) to the above payment terms will not be considered.

4. The prices are to be quoted on FOR (Site/ Destination) basis as per GTC clause 2.3.
5. GTC clause 7 Performance Bank Guarantee (PBG) – Not Applicable.
6. GTC clause 8, 9 (Final Documentation), 25 – Not Applicable
7. Dispatch documents : Following despatch documents are to be immediately sent to purchaser on despatch. (Clause no. 12)
 - Copy of Invoice
 - copy of LR
 - Copy of insurance certificate

8. PRE-QUALIFICATION REQUIREMENT-

Conversion route i.e. manufacturing and supplies through third party conversion agent is not acceptable. Only supplies of material manufactured from vendor's mill and with valid BIS license is acceptable.

Bidder must be approved NTPC for supply of reinforcement steel (TMT bars) as on date original scheduled date of technical bid opening for the subject tender.

9. Delivery period 45 days from date of PO / LOI placement (GTC clause 12).

10. LD for delayed delivery: 0.5% of un-despatched goods per week upto max. 10%. Invoice/LR date will be utilised for LD calculation. (GTC clause 13)
11. Offer validity 45 days. (GTC clause 14)
12. Supply length 10-12 meter, delivery should be made in bundled condition without mixing of sections. (GTC clause 29)
13. Quantity Variation (GTC clause 39) : +30% & -10% during contract stage.
14. Reverse auction clause :

Reverse auction guide line :

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 with the offer for participation in RA. 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 Reverse Auction 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 envelope sealed price bid already submitted to BHEL along with the offer. **The envelope sealed 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 & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus 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 a 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)."

As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid' :

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"

15. Make in India :

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.

Preference to Make in India will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following link:

**http://dipp.nic.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf
http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf**

For Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content), it is proposed to kept the minimum local content as 100% in line with circular no.11/05/2018-Coord applicable in respect of thermal power sector / Transmission / Hydro power plant for Reinforcement Steel The margin for purchase preference shall be 20%.

16. Note :

(A) In case where RA is conducted successfully:

Reverse auction shall be conducted as per existing procedure of BHEL. Ranking of bids shall be based on final price fed by respective bidder (including H1 bidder) in reverse auction process. If L1 bid is from a 'Local Supplier', L-1 bidder may be considered for further award of work. No other Bidder shall be invited to match price of L-1 Bidder If L1 bid is not from a 'Local Supplier', the lowest evaluated bidder among the 'Local Suppliers' based on the ranking of the price after RA, will be invited to match the L1 price provided 'Local Supplier's price is within the Margin of Purchase Preference i.e. +20% of L1 price. In case such local supplier agrees to match the price of L-1 Bidder, such local supplier may be considered for further award of work. In case such lowest eligible 'Local Supplier' fails to match the L1 price, the eligible 'Local Supplier' with the next higher bid within the Margin of Purchase Preference(i.e 20% of L-1 Price) as above shall be invited to match the L1 price, and so on, and may be considered for award of work accordingly. In case none of the 'Local Suppliers' within the Margin of Purchase Preference(i.e 20% of L-1 price) matches the L1 price, then the L1 bidder may be considered for award of work.

(B) In case where RA is failed-

Price bid shall be opened as per reverse auction procedure of BHEL and based on the same make

in India policy shall be implemented.

17. INTEGRITY PACT :

Bidders shall have to enter into Integrity Pact with BHEL, duly signed with seal in original, if specified in NIT / RFQ failing which bidder's offer shall be liable for rejection.

ALL OTHER TERMS AND CONDITIONS SHALL BE AS PER GTC Rev-1.

(Sign and seal of Bidder)