

RFQ NO. 2000081**Date: 23.06.2020**

Instructions to Bidders and Special Terms & conditions for Supply of Magnetic Steel Sheet Cold Rolled Gr-600 under Tender Enquiry No. 2000081 for requirement of BHEL FSIP Unit.

1. Tender quantity & desired delivery schedule:

Sl. No.	Item description	BHEL Spec	Size (in mm)			Qty in MT	Delivery
			Thk	Width	Length		
1	SU1091799598 Magnetic Steel Sheet Cold Rolled Grade-600 as per Spec-HG10066 Size: 2.0X640X3045	HG10066 Rev-03	2.0	640	3045	705	Within 16 WEEKS from the date of PO

- Quantity + 5%, -0% shall be applicable. Any material in excess of tolerance shall neither be returned or nor be paid. Its vendor's/mill's responsibility to check the quantity at their end before dispatching and send material within PO quantity with tolerance.
 - Bundle weight 3 MT maximum
- 2. Delivery Period:** Delivery requirement shall be 16 weeks from date of PO. *If supplier offers more than the required delivery period BHEL will operate 0.5% loading factor for evaluation of their offer for every week delay.*

3. 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 Gr. 600, Spec: HG10066 Rev-03
- Terms and conditions contained in this Annexure-I: Special Condition of enquiry & Annexure –II: General Terms & Conditions
- All testing requirement as called in the Purchase Specifications and must be part of the MTC and to be issued by the Mill along with the 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.
- Supplier shall maintain minimum heat number for their supplies.

- 4. Pre-Qualification Criteria:** Compliance to PQR (Attached at Annexure-V) is mandatory. In absence of PQR, compliance offer may be liable for rejection
Bidders who qualifies in Pre-qualifying requirement enclosed at Annexure-V shall be eligible for techno- Commercial evaluation of the offer

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.

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- II. Seller shall arrange to send the respective purchaser one set of documents as per clause 11 B as per General Terms and Conditions Annexure-II
- 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”
- IV. The vendor to submit the declaration of permanent establishment and business connection in the enclosed format either in Annexure I-A or Annexure I-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 FSIP JAGDISHPUR.

6. Evaluation of bids:

- a) Offers will be evaluated on the basis of landed cost (HESG in Rs PMT) at BHEL Unit 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 of delayed / undelivered portion per week or part thereof subject to maximum 10% of total order value 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 Nhava Sheva.
 - d) Offers will be evaluated at Merit duty basis. In case of any change in MOA, the same will be communicated to bidders before price bid opening. Indigenous vendor may quote invalidation discount if any.
7. **BHEL fraud prevention policy**: The bidder along with its associate/collaborators.sub-contractor/subvendors/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.
8. **Documentation**: One set of Original Test Certificates shall be sent by Courier addressed to Purchase department of BHEL FSIP after the dispatch of goods 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., 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.

9. Material will be dispatched only after getting dispatch clearance from the BHEL.

10.Compliance to **MAKE IN INDIA** circular issued by GOI:

“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 (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. **Integrity Pact (IP) – Independent external monitor (IEM):-**

- (a) 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. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.
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

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IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification. Details of IEMs for this tender is furnished below:

Sl. No.	Name of IEM	Address
1	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)
2	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010

- (b) Please refer section 8 of the IP for roles and responsibilities of IEMs. In case of any complaint arising out of tendering process, the matter may be referred to any of the above IEMs mentioned in the tender. All correspondence with the IEMs shall be done through e-mails only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department.

12. Tender submission Process :

The TENDER should be submitted through email only in two part bid system.

- a) Part-I-(Techno-commercial bid + PQR) will be submitted on email to **mmfin@bhel.in**
b) Part-II- (Price Bid) will be submitted on email to **tenderip@bhel.in**

Part-I & Part-II [(Techno-Commercial bid + PQR) +Price bid] shall be submitted upto 14:59 Hrs on 04.07.2020.

Part-I (Techno-Commercial bid + PQR) shall be opened on 04.07.2020 at 15:00 Hrs onwards.

13. All subsequent corrigendum/amendment shall be published only on our website (www.bhel.com). Hence, bidders are advised to be in touch with our website till the tender is finally opened.

14. Enclosure with Enquiry:

- Annexure I- Special conditions of the enquiry: To be filled completely and to be attached along with the Part-I-technical offer.
- Annexure-II - Enquiry General Terms & Conditions of contract for Indigenous & foreign vendors.
- Annexure-III-Permanent establishment and Business Connection Annexure – IA & Annexure– IB
- Annexure-IV: Preferences and Benefits to MSE bidders
- Annexure-V- Pre-Qualifying Requirement (PQR).
- Annexure-VI- Compliance by indigenous LC supplier
- Annexure-VII-Material Specifications-HG10066 R03

15. Price bid of only final customer (PHPA-II) approved bidders shall be opened.

In case of any further assistance in this tender:

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