

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 E1403010. Online 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	0.65 mm tk X 1015 mm X Coil CRNGO Steel	AA10916 rev 08 (Gr-65C350)	100 ± 10%	Sept '20
2	0.65 mm tk X 890 mm X Coil CRNGO Steel		150 ± 10%	
3	0.65 mm tk X 790 mm X Coil CRNGO Steel		40 ± 10%	
4	0.65 mm tk X 710 mm X Coil CRNGO Steel		28 ± 10%	
TOTAL			318 ± 10%	

- Quantity tolerance (supply tolerance) of +/-10% 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.

2. Pre-Qualification Criteria: As per attached Pre-Qualification Criteria annexure "Common PQR Requirement for E1403010". *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. 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 specification of enquiry item(s).
 - Packing and marking as per specification .
 - Terms and conditions contained in this Annexure-I: Special condition of enquiry & General Terms & Conditions (Enquiry GTC, BP-200102)
 - 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.
 - 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.
- BHEL reserve the right to accept or reject the bid for deviation offered wrt clause 5.A.

6. 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".
- 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.
- 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.

7. Evaluation of bids:

- Offers will be evaluated on total delivered/landed cost (HESG in Rs PMT basis) at BHEL Bhopal and Purchase order will be awarded accordingly. Separate L-1 bidder for each item of enquiry shall be established.

- b. **Levy of Penalty for delayed performance:** - Penalty @ 0.5% per week or part there of subject to maximum of 10% on total order value shall be applicable for delayed performance on undelivered portion. 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.
- c. 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.
- d. Overseas offers will be preferably evaluated on CFR/CIF ICD Mandideep for BHEL Bhopal requirement.
- e. Offers will be evaluated at merit duty.
- f. *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 the 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 situations shall be final and binding.*

8. **Payment terms :**

For foreign bidders: 100% through CAD of 90 days from date of BL or in case bidder intends payment through LC same shall be through irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L). 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.

Wherever LC payment terms have been quoted by the vendor, pre – dispatch clearance from BHEL on provisional mill TC / final TC prior to dispatch shall be made part of negotiable documents to be submitted by the vendor in bank.

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 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.

9. **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.
10. **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.
11. **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.
12. **Procedure for bid submission :** Offer shall be submitted by the bidders in two parts -
 Bid Part - I Technical cum Commercial bid and
 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. (**E1403010**), due date & **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.

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. **Kindly also submit an unpriced copy of Annexure II (For items quoted) along with Bid part I.** 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 “**E1403010: Special conditions of enquiry**” – Annexure -I.

- Deviations from Purchase Specification(s)

-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.

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.

NOTE : Reverse Auction shall not be done under this tender enquiry

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”

Important Note : *The bidder will, when presenting his bid, declare whether other family firms or sister concern affiliates/subsidiary firms are participating in same tender, so as to eliminate the possibility of cartel formation. Format for declaration is attached.*

16. Enclosure with Enquiry

- a. **Annexure I-** Special conditions of the enquiry (4 pages): To be filled completely and **to be attached along with the Part-I-technical offer.**
- b. **Common Pre-Qualification Requirement**
- c. Material specifications AA10916 rev 08.
- d. Annexure – 1 (page 5 of 5) of Coating thickness specification AA0851711.
- e. BHEL Bhopal MTC format.
- f. **Annexure-II/BP-200102-** Enquiry GTC for Indigenous & foreign vendors (through Soft copy)- 10 pages
- g. Permanent establishment and Business connection Annexure – A & Annexure – B.
- h. **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

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

Noted and accepted / accepted except the deviations enclosed
 (Strike-off whichever is not applicable)

Name & Signature of Authorized signatory

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 7.b of Annexure E1403010)	
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 to part order quantity	
12	Acceptance to conciliation clause as per annexure D	
13	Items for which offer has been submitted	
14	Acceptance to Fraud Prevention Policy	
<u>Additional details for overseas bidders</u>		
1	Port name in case of FOB delivery (For reference only)	-----
2	Discharge Port Nhava Sheva in case of CFR/CIF delivery	
3	Delivery port ICD Mandideep for CFR/CIF delivery	
4	Shipment of cargo through containers	
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	
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 GTC (BP200102)	
7	The BL and invoice should mention the Incoterm as " CIF" or "CFR / C&F".	
8	The BL should mention Applicable destination charges, acceptable by shipping lines. ROD should be aware of the destination charges before the consignment reaches the	
9	Load port charges should be settled by the supplier and should not be passed on to BHEL in some form of destination charges.	
<u>Additional details for indigenous bidders</u>		
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 separately.	
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.	

- 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

Annexure II
PRICE FORMAT

Price Format for the enquiry No E1403010 For CRNGO Steel (Item 1)

(To be submitted in a separate envelope duly super scribed as Part – II, Price bid of Enquiry no. E1403010 – item 1)

1	Name of vendor with vendor code	(To be filled by bidder)
2	<u>Rate schedule</u>	
A	<u>Currency :</u>	(To be filled by bidder)
B	<u>Item Description</u>	<u>Basic Cost in Currency / MT</u> <i>(Exclusive of Taxes and duties and as per your quoted terms of delivery)</i>
	<u>Item 1</u> : 0.65 x 1015 mm x Coil CRNGO – AA10916 rev 08 (100 MT)	(To be filled by bidder)

Price Format for the enquiry No E1403010 For CRNGO Steel (Item 2)

(To be submitted in a separate envelope duly super scribed as Part – II, Price bid of Enquiry no. E1403010 – item 2)

1	Name of vendor with vendor code	(To be filled by bidder)
2	<u>Rate schedule</u>	
A	<u>Currency :</u>	(To be filled by bidder)
B	<u>Item Description</u>	<u>Basic Cost in Currency / MT</u> (Exclusive of Taxes and duties and as per your quoted terms of delivery)
	Item 2 : 0.65 x 890 mm x Coil CRNGO – AA10916 rev 08 (150 MT)	(To be filled by bidder)

Price Format for the enquiry No E1403010 For CRNGO Steel (Item 3)*(To be submitted in a separate envelope duly super scribed as Part – II, Price bid of Enquiry no. E1403010 – item 3)*

1	Name of vendor with vendor code	(To be filled by bidder)
2	<u>Rate schedule</u>	
A	<u>Currency :</u>	(To be filled by bidder)
B	<u>Item Description</u>	<u>Basic Cost in Currency / MT</u> <i>(Exclusive of Taxes and duties and as per your quoted terms of delivery)</i>
	<u>Item 3 :</u> 0.65 x 790 mm x Coil CRNGO – AA10916 rev 08 (40 MT)	(To be filled by bidder)

Price Format for the enquiry No E1403010 For CRNGO Steel (Item 4)

(To be submitted in a separate envelope duly super scribed as Part – II, Price bid of Enquiry no. E1403010 – item 4)

1	Name of vendor with vendor code	(To be filled by bidder)
2	<u>Rate schedule</u>	
A	<u>Currency :</u>	(To be filled by bidder)
B	<u>Item Description</u>	<u>Basic Cost in Currency / MT</u> <i>(Exclusive of Taxes and duties and as per your quoted terms of delivery)</i>
	<u>Item 4 :</u> 0.65 x 710 mm x Coil CRNGO – AA10916 rev 08 (28 MT)	(To be filled by bidder)