

Instruction to bidders and Terms & Conditions for supply of Cold rolled Grain oriented (CRGO) Laminations under Rate Contract Enquiry for BHEL Bhopal and Jhansi Unit (INDIA) for 1 (one) year – 8300 MT.

Offers through NIC's e-procurement portal <https://eprocurebhel.co.in/nicgep/app> are invited in Two-Part Bid system for purchase of various grades of CRGO Laminations as per terms and conditions below.

General: Rate Contract enquiry as per below will govern technical and commercial terms for supply of Cold rolled Grain oriented (CRGO) Laminations in domain refined, Hi-B and conventional grades in conformity with respective BHEL specifications for requirement of BHEL Bhopal and BHEL Jhansi.

Rate contract will cover supply of CRGO Laminations to BHEL units of Bhopal and Jhansi as per later sections of technical and commercial conditions. Terms and conditions will be valid for a period of one year from the date of award of contract. Technical and commercial terms and price can be extended further for one year with mutual consent.

The supplies against this rate contract enquiry shall be subject to our general Terms and conditions (GTC-BP200102) of enquiry and PO. In addition, the terms and conditions given under this annexure shall specifically apply to this enquiry. Should there be any difference between the general Terms and conditions of enquiry and PO and the conditions included in this annexure, the later shall prevail.

- Technical terms and condition** detailed herein along with BHEL specifications mentioned under scope of rate contract will govern supply of CRGO Laminations.
- Quantity allocation:** BHEL reserves the right to change allocation within BHEL Bhopal and Jhansi as well as within CRGO grades of a unit depending on BHEL's requirement and production schedule, in a manner that total RC quantity shall not exceed enquiry quantity and quantity allocated to supplier. Tentative quantity for each grade of CRGO LAMINATIONS is as under:

(all quantities in MT)

Grade / Unit	Bhopal	Jhansi	Grand total
23HP85d or equivalent or superior in terms of losses	3000	1500	4500
27HP90d or equivalent or superior in terms of losses	800	1000	1800
27HP100 or equivalent or superior in terms of losses	500	1000	1500
27CG130 or equivalent grade or superior in terms of losses	200	300	500
	4500	3800	8300

Quantities in each grade are subject to variation of +30% /- 30%. Bidders can also quote superior grade material (in terms of losses). Acceptance / rejection of the same shall be in purview of BHEL.

Acceptance criterion for material during supply will be as per offered grade (i.e. if 23HP95 grade is offered in place of 23HP100/27HP100 then acceptance criterion for losses will be 0.95 Watt / Kg).

- Quantity distribution:** The quantity distribution in such cases shall be as below:

Quantity distribution for each grade wise

No of vendors	L1	L2	L3	L4	L5	Total
1	100					100
2	65	35				100
3	48	32	20			100
4	37	29	19	15		100
5	31	25	19	14	11	100

Actual distribution shall depend / may change upon various factors like customer approval status of sub vendors', repeated rejections in supplies, quantity offered by the bidders against tendered quantity per grade, non – supplies by the vendor in a grade etc. BHEL shall also reserve the right to change allocation for Unit as well as in CRGO grade provided total quantity does not exceed RC quantity of the grade.

Wherever the numbers of techno- commercially qualified responses (N) are three or more, the distribution shall be limited to (N-1) qualified responses subjected to acceptance of counter offer rate matching with L1 bidder rate. If more than two vendor qualified (techno- commercially) in particular grade, then qty. distribution shall be as per above table only

Minimum suppliers required to execute this contract for any particular grade is 2 (Two). If for any grade, 2(two) vendors qualified for particular grade (techno- commercially) then distribution of qty. of that particular grade shall be among both vendors as per above table only.

Final decision to execute this contract may change depending upon acceptance to counter offer etc., if any, made by BHEL. Final decision on quantity distribution on more than one supplier, the intention and manner of splitting shall be disclosed to all the techno-commercially acceptable bidders before price bid opening. This shall be communicated to all techno-commercially acceptable bidders.

4 PQR (pre-qualifying requirement) conditions

- a. **BIS approval:** CRGO supplying mill shall have valid and operating BIS approval as on tender opening date for grades indicated in enquiry for consideration of offers. Any change in BIS status shall be immediately informed to BHEL during the course of evaluation & execution. Copy of valid and operative BIS license in each grade shall be enclosed with technical offer. Offer of non-BIS licensee mill of CRGO will be out rightly rejected.
- b. **Mill Support letter:** In case of a trader/stockiest/authorized channel partners, tender specific authorization letter from Mill will be required with grade and quantities against grades offered clearly mentioned. This letter should also clearly indicate back-up support for supply of genuine prime CRGO Laminations, adherence to quality norms and redress quality issues, if any.
- c. **Supply experience:** Participating bidders to furnish POs & their invoice copies bearing any BIS grade CRGO which is better or equivalent in terms of losses from **27CG130 grade**. Bidders to furnish 1 (one) PO and its invoice each for 3 (three) separate calendar year not earlier / older than 4 (four) years from 31st December 2022.
- d. Bidders' to provide self-declaration from mill's authorized person regarding their operational and functional capacity per month that is required for supply of at least 450 MT / month of CRGO Laminations against subject RC to BHEL.
- e. CRGO supplying mill shall be approved by at least anyone of major customers of BHEL – Power grid (Up to 765 kV) / NTPC / NPCIL. Copy of valid approval letter (as on date of tender opening) shall be enclosed with technical bid OR mill should be listed in PGCIL's compendium for CRGO.

Note: (1) All circulars issued by Government of India affecting any of the above conditions directly / indirectly shall supersede the above mentioned conditions.

5. **Supply conditions:** Laminations shall be supplied as per BHEL Specification (BP10984 Rev-05 for 23HP85d, BP10985 Rev-05 for 27HP90d, BP10987 Rev-07 for 27HP100, 27CG130 for AA 10905 Rev-08 respectively). Tentative shipment / delivery shall be 1 (one) year + 3 (three) months OR contractual delivery, whichever is later from date of award of formal RC. Expected shipment dates may change subject to mutual consent based on PO/LC schedule.
 - a. 100% quantity in all grades shall be supplied in full width of 900-1050mm.
 - b. Laminations shall weight maximum 4.5MT (for Bhopal) and 4MT (for Jhansi) for better productivity. For any weight requirement by Units above the specified limit, clearance at the time of PO placement/supplies may be taken.
 - c. Quantity tolerance per lot /PO of supply shall be +/-5%.
 - d. Coil weight may vary from 3500 to 4500 kgs for RC purpose for ordering validity 12 months and supplying validity 15 months.

6. Inspection and Test certificates:

- a. Supplier shall submit Mill TC as per BHEL specifications. All testing requirement as called for in the purchase specification specified in purchase order must be part of Mill TC to be issued by the Mill along with the supply.
- b. Test certificates should cover result of tests for mechanical and electrical properties as per specification for each coil No/ Heat No.
- c. Dimensions and tolerances shall be as per specifications and confirmation for same shall be mentioned in mill TC. Waviness test results shall also be mentioned in mill TC explicitly.
- d. Mill TC shall state bend test results (number of bends) and type test-ageing compliance. Separate certificate for type test-ageing loss issued by mill may be considered for contract validity period.
- e. TC shall clearly bear BIS mark with license number.

7. Tests and procedure: Laminations shall be tested for following

- a. Maximum specific total loss and magnetic permeability measurement using Epstein or Single Sheet testing (for domain refined). Samples of raw material CRGO Laminations shall be provided to BHEL for internal testing. Sample of the Domain Refined Grade of CRGO will be tested on the Single Sheet Tester (SST). Total specific core loss measured by SST should be less than the maximum value specified in the corresponding specification. Results obtained at BHEL lab will be final and binding for acceptance of material.
- b. Electrical tests of surface insulation resistivity as per IS 649 Section-2
- c. Mechanical tests of ductility (bend test) and stacking factor.
- d. Type tests (ageing) to be carried at least once in every two years' period.

8. Test certificates: Test certificate shall clearly indicate following information:

- a. BHEL Purchase order.

- b. BHEL specification, Supplier's name, Grade, Identification no., Size and weight, Packet/ Bundle no.
- c. Test results of dimensions and tolerances
- d. Details of insulation coating
- e. Type test as required
- f. Properties of Specific total loss of each coil, Mechanical and Electrical properties for one random coil of each lot
- g. Results of chemical composition (for information only)

Supplier shall enclose one copy of test certificate as per above along with dispatch documents to facilitate clearance/ acceptance of supplied Laminations. Supplier shall be responsible for higher losses if any. In case of higher losses, BHEL reserves the right to reject full lot for non-compliance. Supplier shall furnish coil details as per format Z attached.

9. BIS grade and applicable BHEL specifications are tabulated below for information:

Sl. No	CRGO grade	BHEL spec.	Max. specific loss at 1.7T/50 Hz	Minimum polarization at 800 A/m	Stacking factor (min.)
1	23HP85d or equivalent or superior in terms of losses (domain refined)	BP10984 Rev 05	0.85 W / kg	1.85 T	94.5
2	27HP90d or equivalent or superior in terms of losses (domain refined)	BP10985 Rev 05 *	0.90 W / kg	1.85 T	95
3	27HP100 or equivalent or superior in terms of losses	BP10987 Rev.07 *	1.00 W / kg	1.88 T	95
4	27CG130 or equivalent or superior in terms of losses	AA10905 rev-08 *	1.30 W / kg	1.81 T	94.5

* with clause 5.1.1 to be read as thickness of sheet shall be 0.27 / 0.23 mm.

10. Rate schedule:

- a. **Foreign supply:** Rates quoted shall be on CFR/CIF **NHAVA SHEVA** basis and port of discharge will be Nhava Sheva. Goods shall be dispatched preferably in 20' GP or 40' GP containers on FCL-full container load basis. All en route charges including inland haulage charges till final destination shall be to supplier's account.
- b. **Domestic supply:** Rates quoted should be for delivery at respective BHEL units termed as FOR destination inclusive of freight, packing and transit insurance.

Price variation is applicable to domestic supply as detailed in clause for evaluation of bids later.

Rates quoted in current rate contract will be valid and firm for ordering over a period of 12 months from the date of award of rate contract and additional time for delivery as mutually agreed during tender evaluation stage.

11. **Bid opening:** - 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 **on e-procurement portal**. Clarifications if required on this part may be obtained from the bidders for their evaluation. The Price bid Part-II of such bidders alone shall be opened on a later date **on e-procurement portal** whose techno-commercial bids are found acceptable. The date of 'Price bid -Part II' opening shall be intimated to technically qualified bidders later.

Bidders shall have to quote a single rate against each item in e-procurement module. Rates so quoted for line items 1 – 8 shall be used for purpose of evaluation and award of FA / RC. Bidders to clearly mark against each line item as "Quoted / Not Quoted" and also the quantity offered if "Quoted":

Sl.no	Line item description	Unit	(Tendered Quantity in MT)	Quoted / Not Quoted (YES/ NO).	(Offered Quantity in MT) / if quoted.
1	CRGO Laminations: 23HP85d or equivalent or superior in terms of losses (domain refined) as per BP10984 Rev. 05	BHOPAL	3000 MT		
2	CRGO Laminations: 23HP85d or equivalent or superior in terms of losses (domain refined) as per BP10984 Rev. 05	JHANSI	1500 MT		
3	CRGO Laminations: 27HP90d or equivalent or superior in terms of losses (domain refined) as per BP10985 Rev. 05.	BHOPAL	800 MT		
4	CRGO Laminations: 27HP90d or equivalent or superior in terms of losses (domain refined) as per BP10985 Rev. 05	JHANSI	1000 MT		

5	CRGO Laminations: / 27HP100 or equivalent or superior in terms of losses grade as per BP10987 Rev.07	BHOPAL	500 MT		
6	CRGO Laminations: / 27HP100 or equivalent or superior in terms of losses grade as per BP10987 Rev.07.	JHANSI	1000 MT		
7	CRGO Laminations: 27CG130/ or equivalent grade to AA10905 rev.08	BHOPAL	200 MT		
8	CRGO Laminations: 27CG130/ or equivalent grade to AA10905 rev.08	JHANSI	300 MT		

Separate L-1 bidder for each line item (from 1 – 8) shall be established.

Price finalization shall be done through price bid opening and through reverse auction.

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

12. Evaluation of bids:

- a) Bids shall be evaluated for each items separately on total delivered cost at BHEL, Bhopal & Jhansi for respective requirements.
- b) Exchange rate (SBI TT Selling rate) on technical bid opening date will be used for evaluation. If relevant day happens to be a bank holiday in India, then exchange rate on previous bank working day will be used for evaluation.
- c) Price variation is allowed on domestic supply offer on exchange rate only as per formula below:

$$P1 = P0 \times \{0.15 + 0.85 \times (ES/ET)\}$$
wherein P1 is rate payable per MT, P0 is quoted rate per MT, ET and ES are Custom notified exchange rate in Rs. / US \$ prevalent on part-I technical bid opening date and one month prior to date of supply respectively.

Since, the PVC formulae for indigenous bidders incorporates ERV (exchange rate variation), all applicable Customs duties etc. shall be in scope of bidder.
- d) For foreign bidder, evaluation shall be done on full custom duty basis. In case of any change, same shall be informed prior to price bid opening. Customs duty under preferential trade agreement with exporting countries will be taken into consideration for evaluating bids.
- e) CRGO Laminations may be required for projects where Customs duty benefit is available to BHEL subject to availability of Advance Authorization / license for physical / deemed export job or project import registered with appropriate Indian Customs office. Wherever, duty benefit available for import of CRGO Laminations, indigenous vendors can avail benefit through invalidation (for Advance authorisation only). Bidders must provide necessary details such as IEC code, concerned DGFT address, GSTN and procedure to be followed for obtaining invalidation letter from BHEL.
- f) Vendor can provide multiple mill support letter with respect to quantities offered; however, for 1(one) particular project/set, it shall be ensured that the CRGO-Laminations are from the same mill. The traceability report shall clearly indicate the same.
- g) **Invalidation discount in INR /MT is to be quoted by the vendor in Annexure – II. Same shall not be used for purpose of evaluation / establishing relative status in tender.**

13. **Delivery period:** Delivery period shall be quoted in number of weeks from PO date. BHEL prefers delivery to be 60 days from date of PO. Early deliveries will be acceptable with mutual consent. In case of foreign bidders, final inspection (if required as per applicable QA plan of project) shall be done at vendor's works by BHEL / Customer.

14. Terms of delivery:

a) For indigenous bidders:

- F.O.R. destination on door delivery basis.

b) For foreign bidders:

- a) Goods shall be dispatched by sea, unless stated otherwise in the purchase order on CIF / CFR NHAVA SHEVA dry port basis in containers.
- b) Delivery port will be to– NHAVA SHEVA. Other delivery ports will not be acceptable.

- c) Minimum of 14 days' detention free period from IGM date is mandatorily required and destination charges to shipping line must be mentioned on Bill of Lading.
- d) Shipping line must allow the cargo to be transferred to BHEL's designated CFS (Containerized Freight Station) at destination port. In case, same is not allowed by the shipping line, ground rent and all ground charges shall be as per BHEL's CFS only.
- e) 4 originals of OBLs are to be released with one original necessarily to be marked / to be sent to **Dy Manager (CMM – Steel), 2nd Floor, Admin Building, Central Material Management Division, BHEL, Bhopal, M.P., 462022, India**. Seller shall send 1 set of original negotiable documents comprising of BILL OF LADING/AWB, invoice & packing list, in English, within 7 days of B/L date / 1 day of AWB date by DHL/courier and also share documents through email to fin_fp.bpl@bhel.in & mmfe.bpl@bhel.in & msair@bhel.in & mssea@bhel.in within 1 days of dispatch. One original negotiable set of clean on board freight prepaid (in case of CIF/CIP/CFR) / to pay (in case of EX-WORKS/FOB/FCA) combined transport bill of lading/AWB showing beneficiary as shipper and Govt. Of India on behalf of Bharat Heavy Electricals Limited, Bhopal as consignee and notify: BHEL ROD Mumbai, 14th floor. World trade centre-1, Cuffe parade Colaba, Mumbai 400005 India. Phone no +91 22 22171345/22171346/22171370.
- f) One Set of Original Negotiable Invoice and Packing List indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with dimensions of each package.
- g) Original certificate of country of origin (coo) issued by chamber of commerce.
- h) Original One set of Original Test Certificate / Certificate of Conformity / Inspection Certificate / Third Party Inspection Certificate / Calibration Certificate, etc. as applicable, is to be submitted by Seller. If Seller and OEM and different, then Test Certificate/ Calibration. Certificate/Third Party Inspection Certificate, etc. as applicable, from OEM will be also be submitted by Seller. O&M manual where called for, shall be submitted by Seller.
- i) Seller's declaration that wood- packing material used in packing is in accordance with IPPC standard ISPM no.15 and has been labelled compliant with IPPC mark by manufacturers or beneficiary's declaration that wood- packing material has not been used packing of the goods.
- j) Guarantee / Warranty Certificate, As Applicable, Issued by Seller in ONE original. If Seller and OEM and different, Guarantee/ Warranty Certificate, as applicable, from OEM will be also be submitted by Seller.
- k) Certificate from shipping company or its agent or its owner or master or charterer stating that the carrying vessel is seaworthy and the vessel is classified by an approved classification society as per institute classification clauses and classified as Lloyds 100 a1 or its equivalent classification stating that the vessel is not more than 25 years old.
- l) Marine/air insurance policy or certificate, blank endorsed, dated not later than the date of OBL/AWB, full set in the negotiable form in the currency of credit covering 110% of the invoice value. insurance to include institute cargo clauses (a), institute war clauses (marine cargo) and institute strike clauses (marine cargo) with claims payable in India. Insurance to cover from supplier's warehouse to JNPT Nhava Sheva Mumbai / Mumbai seaport / Mumbai airport as applicable. The destination terminal handling charges (DTHC) will be paid by BHEL directly to the terminal and same will not be paid to the shipping line of vendor. if shipping line charges the DTHC to BHEL, the same along with any additional/consequential expenses incurred (like detention/ demurrage, ground rent, penalty, etc.) will be recoverable from beneficiary's bills confirmed via seller's/beneficiary bank swift.
- m) If seller/beneficiary does not comply or deviates from any of the above clauses/compliances, then any additional charges, demurrage, detention, ground rent, clearance charges, penalty, etc. imposed on or borne by/paid to BHEL due to such non-compliance/deviation, etc., shall be to the account of the seller/beneficiary and shall be recoverable from the seller's/beneficiary's bills confirmed via seller's/beneficiary bank swift.
- n) Beneficiary to send email intimation about despatch of goods giving details of OBL/AWB NO. & its date, BHEL purchase order number, invoice no. & its date, currency & invoice value, packing list, PDCC ref no. & date, lc no., seller's bank reference no., if & as applicable to fin_fp.bpl@bhel.in, mm_steel.bpl@bhel.in & mmfe.bpl@bhel.in & msair@bhel.in & mssea@bhel.in.
- o) Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing Negotiable documents, will be recovered from the Seller.
- p) Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the Seller's account and in no case shall be borne by BHEL. In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L / AWB & documents will be sent by e-mail to the Purchaser at his e-mail address given in the PO

15. **Levy of Penalty for delayed performance:** - Penalty shall be applicable as per GTC BP200102 clause 9 on undelivered portion only.

On LD recovery, the applicable GST shall also be recoverable from indigenous vendors.

- **For foreign bidder:** Date of handing over material to freight forwarder (B/L date) shall be taken as proof of delivery

- **For indigenous bidder:** Receipt of material at BHEL (CN date) will be taken as proof of delivery for indigenous bidders
16. **Replacement of rejected goods:** Final inspection for acceptance of quality shall be at BHEL's works after receipt of material and results shall be binding on the suppliers. Rejected goods are to be lifted and replacements to be supplied immediately free of cost by the vendor.
17. **Payment Terms:** -
- **For foreign bidders:** 100% against irrevocable, unconfirmed usance LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90th day of B/L / AWB against acceptance of material. 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, whichever is applicable to the supplier with no bank charges. Udyog Aadhar / Udyam registration is to be submitted with bid part – I by the bidders and is mandatory to avail SME benefit. Benefit of Udyam registration will be governed as per notification s. o 2 11 9 (E) dtd 26.06.20 of Ministry of micro, small and medium enterprise.
- 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 period sought of 90 days (45 days for MSME) for price comparison purposes on cost to BHEL basis as per present practice.
18. **Transit Insurance:** - Except where delivery terms are agreed on CIF basis for Imports & FOR destination basis for indigenous purchases, transit insurance will be covered by BHEL under its Open Marine Transit Insurance Policy. For indigenous vendors, all transit risk shall be covered under clause Inland Rail and Road – A (IRR – A). In case of foreign bidders where insurance is in BHEL's scope, bidders shall have to comply with our general terms and conditions in this regard. Also bidder shall have to render all necessary assistance needed by BHEL to recover the damages from the insurers, in the event of claim arising under the policy.
19. **PEBC:** Foreign vendors needs to submit valid certificate of declaration for permanent establishment and business connection for determination of taxability as per section 9(1) of Income Tax Act, 1961 to be read with DTAA as per attached formats (annexure A and B). In absence of same, withholding tax of 30% plus applicable surcharge and cess will be applicable and Tax Residency Certificate (TRC) & Form 10F (for obtaining DTAA benefits) of Seller's Country is required, as per Clause 16D of GTC.
20. **Validity of Offer:** Offer should be valid for a period of 90 days from the date of technical bid opening date for finalization of the contract. In case, validity lower than 90 days is provided, bids shall be liable for rejection.
21. **Taxes & Duties:** -
- **For foreign bidders:** All taxes and duties, in case of foreign bidders, leviable outside India shall be to the bidder's account and the same will not be borne by BHEL under any circumstances.
 - (i) The offered prices in case of foreign bidders shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF prices.
 - **For indigenous bidders:** The indigenous bidders are requested to furnish the rate and type of duty / taxes as extra applicable to the product under this enquiry in their bid (along with details like HSN, SAC codes, GSTIN no. of vendor etc).
 - Indian Bidders-Bidders to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law.
 - Vendor to ensure compliance to timely filing of monthly GST return. GST portion of invoice shall be released only upon the invoice being reflected in GSTR 2A of BHEL and invoices being compliant to GST Invoice rules.

BHEL will avail tax credit as per GST rules. Vendors to note that GST portion of invoice amount shall be released only upon:

- Vendor declaring such invoice in his GSTR – 1 and
- Receipt of goods and tax invoice by the BHEL and
- Confirmation of payment of GST thereon by vendor on GSTN portal

- Above is subject to receipt of goods and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing TC by BHEL.

In case, GST credit is delayed / denied to BHEL due to non / delayed receipt of goods and / or tax invoice or expiry of timeline prescribed in GST law for availing such ITC (Input Tax Credit) or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied / leviable on BHEL.

In case, vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed, subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor along with interest levied / leviable on BHEL. Further, any GST liability arising on BHEL under RCM (Reverse Charge) before actual receipt of goods and / or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law.

22. Integrity Pact:

- The integrity pact submitted along with the current rate contract will be considered valid for the duration of contract.
- 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. A panel of Independent External Monitors (IEM) has been appointed 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 IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be preliminary qualification. Details of IEMs for this tender is furnished below:

Sl.No	IEM	Email
1	Shri Bishwamitra Pandey, IRAS (Retd.)	iem1@bhel.in
2	Shri. Mukesh Mittal, IRS (retd.)	iem2@bhel.in
3	Shri Otem Dai, IAS (Retd.)	iem3@bhel.in

- Please refer section-8 of the IP for Role and Responsibilities of IEMS. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.
- No routine correspondence shall be addressed to IEM (phone/post/email) regarding the clarifications, time extensions or any such administrative queries, etc. on the tender issued. All such clarification/issues shall be addressed directly to the tender issuing (procurement) department.

23. Short closure: BHEL reserves right to short close the contract for quantities anytime during the tenure of the RC.

24. Fraud prevention policy: Fraud prevention Policy of BHEL is to be complied with (attached).

25. RC validity: FA / RC shall be finalized for a period of 1 year (last day of 12th month) from date of award of formal RC letter with further 2 months or mutually agreed actual delivery quoted by the bidders' whichever is later.

26. 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 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 "

To avail purchase preference under Make in India guidelines, vendor should be categorized as Class 1 supplier. For a vendor to be classified as Class 1 supplier, bidder & their mill from which support letter has been furnished shall have to submit annexure – III with seal and sign duly ratified / verified by statutory auditor or cost auditor of the company (in case of companies) or from a practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

27. **Model conciliation:** Bidders to provide acceptance to BHEL's model conciliation clause as per attached annexure – D.
28. Declaration (annexure – E) by vendor about the participation of sister concerns in tender enquiry.
29. (i) **Foreign bidders-** Audited P&L and Balance sheet of above mentioned Three Financial Year Or Business Information Report (BIR) by D&B specifying turnover of above mentioned Three Financial Year or Turnover above mentioned Three Financial Year duly certified by their statutory auditors to be submitted. Financial year calculation (i.e. January to December or April to March) shall be as per the bidder's country rule.
- (iii) **Indigenous Bidders -**Audited P&L and Balance sheet of above mentioned Three Financial Year Last Three Financial Year to be submitted. CA certifying turnover for the required financial years, on the letter head of CA mentioning firm name, membership number, FRN no, UDIN, capacity in which signing (Proprietor/Partner).
30. BHEL shall not be releasing any additional document other than formal PO in case contract is finalized with a bidder. For any queries, please contact the undersigned:

Name:	A R Rajeev	Deepak kumar
Designation:	AGM	Dy. Manager
Department:	CMM – Steel	CMM - Steel
Contact details:	+91 755 – 250 5803	+91 755 – 250 5420
Email:	arrajeev@bhel.in	deepakkumar.r@bhel.in

Techno – commercial format for enquiry for FA / RC for CRGO Laminations for Bhopal and Jhansi for 1 year – 8300 MT.

Sl. No	Description	Remarks
1.0	Acceptance to supply Laminations as per BHEL specifications or equivalent grade	
1.1	Acceptance to BHEL spec. BP10984 Rev 05 for CRGO grade 23HP85d or equivalent or superior in terms of losses (domain refined)	YES – If 'No' your bid is liable for rejection
1.2	Acceptance to BHEL spec. BP10985 Rev 05 for CRGO grade 27HP90d or equivalent or superior in terms of losses (domain refined)	YES – If 'No' your bid is liable for rejection
1.3	Acceptance to BHEL spec. BP10987 Rev 07 for CRGO grade 27HP100 or equivalent or superior in terms of losses	YES – If 'No' your bid is liable for rejection
1.4	Acceptance to BHEL spec. AA10905Rev-08 for CRGO grade 27CG130 or equivalent grade or superior in terms of losses.	YES – If 'No' your bid is liable for rejection
2	All testing requirement as called in the applicable purchase specifications BP10984 Rev 05, BP10985 Rev 05, BP10987 Rev 07 & AA10905Rev-08 must be part of the mill TC to be issued by the mill along with supply.	YES – If 'No' your bid is liable for rejection
3	Acceptance of late delivery penalty clause as per clause 15 of Annexure – I.	Yes
3.1	Acceptance to rejection replacement clause as per sl.no. 16 of annexure – I.	YES – If 'No' your bid is liable for rejection
3.2	Acceptance to all the point of Rate Schedule as per point no. 10 of annexure – I.	YES – If 'No' your bid is liable for rejection
4	Delivery period in no. of weeks to be reckoned from PO date.	_____ weeks
5	Validity of the offer for minimum period of 90 days from tender opening date	Yes
6	Compliance to all PQR conditions at clause 4 of annexure – I. Submission of all documents as per PQR conditions.	YES – If 'No' your bid is liable for rejection
7	CRGO Laminations supplying mill name and BIS status of supplying mill (enclose valid and operative BIS license copy for each grade as per clause 4 (a) of annexure – I)	_____/ Yes
8	Mill support letter in line with clause 4 (b) of annexure – I (PQR conditions)	YES – If 'No' your bid is liable for rejection
9	Integrity pact filled, signed, sealed and submitted in original with technical bid	YES – If 'No' your bid is liable for rejection
10	Acceptance to all the points in evaluation of bids criteria at sl.no. 12 of annexure – I.	YES – If 'No' your bid is liable for rejection
11	Acceptance to general terms and conditions as per Annexure BP200102. Any deviations must be clearly spelled in technical offer else shall will be presumed acceptable	Yes
12	Acceptance to quantity distribution as per point no. 3 of annexure – I.	YES – If 'No' your bid is liable for rejection
13	Acceptance to short closure clause as per sl.no. 23 of annexure – I	Yes
14	Acceptance to fraud prevention Policy as per sl.no. 24 of annexure – I	YES – If 'No' your bid is liable for rejection
15	Acceptance to validity of Rate Contract for ordering and deliveries as per sl.no. 25 of annexure – I.	Yes
16	Acceptance to all the points of Annexure – D (model conciliation clause annexure)	YES – If 'No' your bid is liable for rejection
Sl. No	Additional details for foreign offers on CFR/CIF NHAVA SHEVA basis:	Remarks
1	Acceptance to delivery terms as per sl.no. 14 (b) of annexure – I. Delivery Terms CFR / CIF NHAVA SHEVA. NHAVA SHEVA as final delivery port.	Yes
2	Port name for FOB delivery (for information only)	_____
3	Acceptance for discharge Nhava Sheva seaport and final Delivery port to be NHAVA SHEVA .	Yes
4.1	Acceptance to payment term – Irrevocable unconfirmed LC with 90 days interest free period from BL date as per sl.no. 17 of annexure – I.	Yes
4.2	Acceptance to payment term – CAD payment within 90 days from date of BL as per sl.no. 17 of annexure – I.	Yes
5	Number of containers required to ship total tendered quantity in	20' FCL 40' FCL
6	Confirmation of 14 days' detention free period from IGM for Custom clearance at delivery port. Same shall be offered by the bidder through their shipping line for CFR deliveries.	Yes
7	All charges till delivery port & at shipping lines CFS (if the cargo is not allowed to be moved to BHEL's CFS) for CFR delivery to be borne by Seller	Yes
Sl No	Additional details for indigenous offers on FOR BHEL Unit basis	Remarks
1	Acceptance to delivery terms on FOR destination basis for both BHEL, Bhopal & Jhansi unit as per clause 14 (a) of annexure – I.	Yes
2	Acceptance to BHEL's standard payment terms as per sl. no. 17 of annexure – I	Yes
3	Acceptance to transit insurance as per clause 18 of annexure – I	Yes
4	Acceptance to GST clause as per sl.no. 21 of annexure – I.	Yes
5	Taxes & duties (please specify the percentages wherever applicable)	
	A GST	____%
	B HSN code	
	C IEC	
6	Acceptance to payment terms 100% direct within 90 days against receipt and acceptance of material as per clause 17 of annexure – I.	Yes
7	Invalidation discount as per sl.no. 12 (g) in annexure – I.	(in Rs. / MT)
8	Acceptance of reverse auction in tender No- E1433005	YES/ NO
9	Acceptance to MAKE IN INDIA clause no. 26 of annexure – I (annexure – III submission mandatory to avail Class I benefits)	YES/No'

Format of Independent Statutory auditor's certificate for percentage of Local Content for availing "make in India" preference to be issued on the letter head of the Audit Firm.

TO,

<Name and complete address of the bidder>

Sub: Independent Statutory auditor's certificate for percentage of Local Content for availing "make in India" preference.

Ref: <Tender Enquiry details of HEP _ BHOPAL>

1. We, <Firm name>, Chartered Accountants, the Statutory Auditors of M/s <Bidders name> ("the Company") have been requested by the company to verify the amount of value added in India (i.e. the total value of the items procured excluding net domestic indirect taxes, minus the value of the imported content, if any, of the above mentioned items including all custom duties), as a proportion of total value. This certificate is required by the company for purpose of availing purchase preference under public procurement (preference to make in India), Order 2017 to ensure local content in minimum 50% in the above mentioned tender.

Management's responsibility

2. The responsibility for the preparation of the details of total value as well as proportion of value as well proportion of value added in India of the aforementioned items is that of the management of the company. This responsibility includes the design, implementation and maintenance of internal control relevant to the preparation and presentation of the afore said details. The management is also responsible to ensure local content of minimum 50% in the above mentioned tender for purpose of availing purchase preference under public procurement (preference to make in India), Order 2017. The management also confirms that they are aware that any false declarations in this respect will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial rule for the company or its successors can be debarred for upto two years as per 151(iii) of the general financial rules also with such other actions as may be permissible under law.

Auditor's responsibility

3. Our responsibility is only to examine the details of total value as well as proportion of value added in India of the aforementioned items prepared by the management and to ensure that local content of minimum 50% in the above-mentioned items as required in the tender. Nothing contained in this certificate, nor anything said or done in the course of, or in connection with the services that are subject to this certificate, will extend any duty of care that we may have in our capacity of the statutory auditors of any financial statements of the company.
4. We have complied with the relevant applicable requirements of the standard on quality control (SQC) 1, quality control for firms that perform audits and reviews of historical financial information, and other assurance and related services engagements, further, our examination did not extend to any other parts and aspects of a legal or proprietary nature in the previously mentioned details.
5. We have been provided and verified the following documents in this regard; (a) bill of materials, i.e. details of raw and other materials used for production of aforesaid items; (b) sample invoices of raw & other materials procured by the company, and (c) other relevant details in respect of the above including written management representations. We have also relied on management representations that the entire raw and other material is fully indigenous and 100% value has been added in India.

Conclusion

6. Based on the procedures performed by us as referred in paragraph 3 to 5 above, and according to the information and explanations given to us, we confirm that amount of value added in India (i.e. the total value of the items procured excluding net domestic indirect taxes, minus the value of the imported content, if any, of the above mentioned item including all custom duties), as a proportion of the total value is <Mention the percentage> (fully indigenous) i.e. the above items is within the limits of minimum threshold of 50% as required for availing purchase preference under public procurement (preference to make in India), order 2017.

Restriction on use.

7. This certificate is issued at the request of the company for onward submission to M/s Bharat Heavy Electricals limited (BHEL), Bhopal in respect of tender enquiry <Tender reference>. This certificate should not be used for any other purpose without our prior written consent. Accordingly, we do not accept or assume any liability of any duty of care for any other purpose or to any other person to whom this certificate is shown or into whose hands it may come without our prior consent in writing.

For <Audit Firm Name>
Chartered Accountants Firm
Registration number:

Signature of Partner
Membership Number:
UDIN:

PWD BoQ: FY2022-23