



**BHEL-BHOPAL DIVISION  
(HEP)**

**SPECIAL CONDITIONS OF CONTRACT  
(SCC)**

**Reference No: NIT of Enquiry  
E1443019 (Global tender)**

**These conditions shall be read in conjunction with General Terms and Conditions of enquiry (BP200102A) (latest revision) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the final decision of BHEL shall be applicable.**

The name of our Plant/ Unit may please be read as BHEL-BHOPAL (Heavy Electrical Plant(HEP)-BHOPAL) & BHEL-JHANSI(TP-JHANSI).

|    |  |   |
|----|--|---|
| 1. | Type of Contract   | Global tender enquiry for manufacturer and supply of CRGO (cold rolled grained oriented steel) in various grades procured for BHEL'S BHOPAL & JHANSI units across India.  |
| 2. | Item Details   | (i) 23ZDKH85/23HP85d or equivalent or superior in terms of losses as per BHEL spec. BP10984 rev.05<br>(ii) 23 or 27ZDKH90/23/27HP90D or equivalent or superior in terms of losses. as per BHEL spec. BP10985 rev.05<br>(iii)23HP100d/27HP100/27MOH/23MOH or equivalent or superior in terms of losses as per BHEL spec.BP10987 rev.07   |
| 3. | Consignee Details (Ship To)<br>[To be mentioned in LR/Suppliers' Invoice etc.] | Consignee address will be informed at the time of actual tender for procurement at price bid opening/Purchase order.<br>Consignee address in Lorry receipt(LR)/Railway receipt(RR)/Bill of lading(BL)/Airway bill-AWB and Invoice should be strictly as per above.  |
| 4. | Buyer and Paying Authorities   | (I)Bharat Heavy Electricals Limited(BHEL)<br>HEP-BHOPAL<br>Raisen Road, Piplani, BHOPAL (Madhya Pradesh) Pin-462022, India.<br><br>(II) Bharat Heavy Electricals Limited(BHEL)<br>TP-JHANSI<br>Khailar , JHANSI (Uttar Pradesh) Pin-284120, India   |
| 5. | Buyer e-mail IDs.  | For Commercial clarifications: deepakkumar.r@bhel.in;dharmendra2000@bhel.in<br>For Technical Clarifications: a_khare@bhel.in;achiranjeevi@bhel.in;  |
| 6. | General Information  | <b><u>Instruction to bidders and Terms &amp; Conditions for supply of Cold rolled Grain oriented (CRGO) coils under Rate Contract under Global Tender Enquiry for BHEL- Bhopal and Jhansi Unit across INDIA.</u></b><br><br>Offers through NIC's e-procurement portal <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> are invited in Two-Part Bid system for purchase of various grades of CRGO Coils/Rolls as per terms and conditions below: -<br><br>Rate Contract enquiry as per below will govern technical and commercial terms for supply of Cold rolled Grain oriented (CRGO) Coils/Rolls in domain refined, Hi-B and conventional grades in conformity with respective BHEL specifications for requirement of BHEL Bhopal and BHEL Jhansi. |

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|    |   | <p>Rate contract will cover supply of CRGO Coils/Rolls 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/Finalization of contract.</p> <p>The supplies against this Rate Contract enquiry shall be subject to our general Terms and conditions(GTC-BP200102A)(latest revision) 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.</p> <p><b>Technical terms and condition</b> detailed herein along with BHEL specifications mentioned under scope of rate contract will govern supply of CRGO coils.</p>   |
| 7. | PQR (pre-qualifying requirement) conditions | <ol style="list-style-type: none"><li><b>BIS approval:</b> CRGO supplying mill shall have valid and operating BIS approval as on price bid 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 &amp; 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.</li><li><b>Mill Support letter:</b> 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 coils, adherence to quality norms and redress quality issues, if any.</li><li><b>Supply experience:</b> Participating bidders to furnish POs &amp; their invoice copies bearing any BIS grade CRGO which is better or equivalent in terms of losses from 27HP100 grade. Mills not in business with BHEL for last 06 years have to submit invoices/TCs copies for the required grades.</li></ol> <p><b>Note:</b> All circulars issued by Government of India affecting any of the above conditions directly / indirectly shall supersede the above mentioned conditions.</p> |
| 8. | Quantity allocation & Quantity distribution | <p>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 COILS is as under:</p>   |

(Seal and Sign of the Bidder)



(all quantities in Metric Ton (MT))

| Grade / Unit  | Bhopal      | Jhansi      | Grand total |
|---|-------------|-------------|-------------|
| 23ZDKH85/23HP85d or equivalent or superior in terms of losses as per BHEL spec. BP10984 rev.05            | 3600        | 1200        | 4800        |
| 23 or 27ZDKH90/23/27HP90D or equivalent or superior in terms of losses. as per BHEL spec. BP10985 rev.05  | 500         | 300         | 800         |
| 23HP100d/27HP100/27MOH/23MOH or equivalent or superior in terms of losses as per BHEL spec.BP10987 rev.07 | 900         | 300         | 1200        |
| <b>Total</b>  | <b>5000</b> | <b>1800</b> | <b>6800</b> |

Bidders can also quote superior grade material (in terms of losses) but with thickness called in each grade as per above. Acceptance / rejection of the same shall be in purview of BHEL.

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   |

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|     |                                   |  |
|-----|-----------------------------------|--|
|     |                                   | <p>(A) 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.</p> <p>(B)Final decision to execute this contract may change depending upon acceptance to counter offer (irrespective of the bid ranking of vendors) etc., MSE benefits (as per Government of India guidelines). 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.</p> <p>(C) Number of minimum suppliers required to execute this contract may change depending upon acceptance to counter offer etc., if any, made by BHEL.</p> <p>(D)Wherever the numbers of qualified responses (N) are three or more, the distribution shall be limited to (N-1) qualified responses/bidders.</p> |
| 9.  | Supply conditions:                | <p>Coils/Rolls shall be supplied as per BHEL Specification (BP10984 Rev-05 for 23HP85d, BP10985 Rev-05 for 23/27HP90d, BP10987 Rev-07 for 23/27HP100 respectively).</p> <p>Tentative shipment / delivery shall be <b>December'2024 to May'2025</b> or contractual delivery, whichever is later from date of award of formal RC/ PO. Expected shipment dates may change subject to mutual consent based on PO/LC schedule.</p> <p>I. 100% quantity in all grades shall be supplied in full width of 900-1050mm.</p> <p>II. Coils 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.</p> <p>III. Above quantities are subject to variation of +/-5% lot wise vis-a-vis- overall PO wise (in terms of total weight per PO).</p> <p>IV. Qty. tolerances(Ordering) are subject to variation of +/-25% per grade per unit and on overall basis.</p>   |
| 10. | Inspection and Test certificates: | <p>I. 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.</p> <p>II. Test certificates should cover result of tests for mechanical and electrical properties as per specification for each coil No/ Heat No.</p>   |

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|     |  | <p>III. 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.</p> <p>IV. 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.</p> <p>V. TC shall clearly bear BIS mark with license number.</p>   |
| 11. | Tests and procedure  | <p>Coils/Rolls shall be tested for following: -</p> <p>I. Maximum specific total loss and magnetic permeability measurement using Epstein or Single Sheet testing (for domain refined). Samples of raw material CRGO coils 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). Results obtained at BHEL lab will be final and binding for acceptance of material.</p> <p>II. Electrical tests of surface insulation resistivity as per IS 649 Section-2</p> <p>III. Mechanical tests of ductility (bend test) and stacking factor.</p> <p>IV. Type tests (ageing) to be carried at least once in every two years' period.</p>  |
| 12  | Test certificates  | <p>Test certificate shall clearly indicate following information:</p> <p>I. BHEL Purchase order.</p> <p>II. BHEL specification, Supplier's name, Grade, Identification no., Size and weight, Packet/ Bundle no.</p> <p>III. Test results of dimensions and tolerances</p> <p>IV. Details of insulation coating</p> <p>V. Type test as required</p> <p>VI. Properties of Specific total loss of each coil, Mechanical and Electrical properties for one random coil of each lot</p> <p>VII. Results of chemical composition (for information only)</p> <p>a. Supplier shall enclose one copy of test certificate as per above along with dispatch documents to facilitate clearance/ acceptance of supplied coils. 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.</p> |
| 13  | BIS grade (IS:3024) latest revisions) and applicable BHEL specifications | <p>BIS grade and applicable BHEL specifications are tabulated below for information:</p>   |



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| Sl. No   | CRGO grade   | BHEL spec.  | Max. specific loss at 1.7T/50 Hz | Minimum polarization at 800 A/m | Stacking factor (min.) |
|--|--|---|----------------------------------|---------------------------------|------------------------|
| 1  | 23ZDKH85/23HP85 d or equivalent or superior in terms of losses as per BHEL spec. BP10984 rev.05            | BP10984 Rev 05  | 0.85 W / kg                      | 1.85 T                          | 94.5                   |
| 2  | 23 or 27ZDKH90/23/27HP 90D or equivalent or superior in terms of losses. as per BHEL spec. BP10985 rev.05) | BP10985 Rev 05*   | 0.90 W / kg                      | 1.85 T                          | 95                     |
| 3  | 23HP100d/27HP100 /27MOH/23MOH or equivalent or superior in terms of losses as per BHEL spec.BP10987 rev.07 | BP10987 Rev.07*   | 1.00 W / kg                      | 1.88 T                          | 95                     |
| *with clause 5.1.1 to be read as thickness of sheet shall be 0.27 / 0.23 mm. |  |   |                                  |                                 |                        |
| 14   | Buyer IEC CODE/ GST No.  | IEC CODE: 0588138690 / GST No: 29AAACB4146P1ZB  |                                  |                                 |                        |
| 15   | Integrity Pact(IP)   | <b>APPLICABLE</b> (As per attached Format)<br><br>(a)The integrity pact submitted along with the current enquiry will be considered valid for the duration of contract.<br>(b) 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 |                                  |                                 |                        |

(Seal and Sign of the Bidder)



(C)The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/Three part 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 a preliminary qualification. Details of IEMs for this tender is furnished below:

|    | IEM                                   | EMAIL  |
|----|---------------------------------------|--|
| 1. | Shri Otem Dai, IAS (Retd.)            | <a href="mailto:iem1@bhel.in">iem1@bhel.in</a> |
| 2. | Shri Bishwamitra Pandey, IRAS (Retd.) | <a href="mailto:iem2@bhel.in">iem2@bhel.in</a> |
| 3. | Shri. Mukesh Mittal, IRS (retd.)      | <a href="mailto:iem3@bhel.in">iem3@bhel.in</a> |

(d)Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email 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.

For all clarifications/ issues related to the tender;

|         |  |  |
|---------|--|--|
| NAME    | DEEPAK KUMAR   | Dharmendra Singh   |
| DEPT    | CMM-Steel  | CMM-Steel & Copper   |
| ADDRESS | BHEL BHOPAL  | BHEL BHOPAL  |
| PHONE   | (+91-0755-250-5420)/6232157725/9489507725                        | (+91-0755-250-3360)/9425604819                                     |
| EMAIL   | <a href="mailto:deepakkumar.r@bhel.in">deepakkumar.r@bhel.in</a> | <a href="mailto:dharmendra2000@bhel.in">dharmendra2000@bhel.in</a> |

16 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 – 6 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”:

| <b>Sl.no</b> | <b>Line item description</b>  | <b>Unit</b> | <b>(Tendered Quantity in MT)</b> | <b>Quoted / Not Quoted (YES/ NO).</b> | <b>(Offered Quantity in MT) / if quoted.</b> |
|--------------|---|-------------|----------------------------------|---------------------------------------|--|
| 1            | 23ZDKH85/23HP85d or equivalent or superior in terms of losses as per BHEL spec. BP10984 rev.05            | BHOPAL      | 3600 MT                          |                                       |  |
| 2            | 23ZDKH85/23HP85d or equivalent or superior in terms of losses as per BHEL spec. BP10984 rev.05            | JHANSI      | 1200 MT                          |                                       |  |
| 3            | 23 or 27ZDKH90/23/27HP90D or equivalent or superior in terms of losses. as per BHEL spec. BP10985 rev.05  | BHOPAL      | 500 MT                           |                                       |  |
| 4            | 23 or 27ZDKH90/23/27HP90D or equivalent or superior in terms of losses. as per BHEL spec. BP10985 rev.05  | JHANSI      | 300 MT                           |                                       |  |
| 5            | 23HP100d/27HP100/27MOH/23MOH or equivalent or superior in terms of losses as per BHEL spec.BP10987 rev.07 | BHOPAL      | 900 MT                           |                                       |  |

(Seal and Sign of the Bidder)





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|----|--------------------------------|---|--|--------|--------|--|--|
|    |                                | 6   | 23HP100d/27HP100/27MOH/23MOH or equivalent or superior in terms of losses as per BHEL spec.BP10987 rev.07. | JHANSI | 300 MT |  |  |
|    |                                | <p><i>Separate L-1 bidder for each line item (from 1 – 6) shall be established.</i></p> <p><b><i>Price finalization shall be done through price bid opening and not through reverse auction.</i></b></p>  |  |        |        |  |  |
| 17 | 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. This shall be governed by GTC (GENERAL TERMS AND CONDITIONS OF ENQUIRY) -BP200102A(latest revision).   |  |        |        |  |  |
| 18 | Short closure:                 | BHEL reserves right to short close the contract for quantities anytime during the tenure of the contract.   |  |        |        |  |  |
| 19 | Mode of Dispatch               | <p>By Rail/Road/Sea/air.<br/>It is also the Seller/Contractor's responsibility to ensure material is dispatched through shortest possible route.</p> <p>Note: It is Seller/Contractor's responsibility to ensure availability of Trucks/Trains/Ship/airways schedule etc. well in advance for dispatch of material to meet contractual delivery requirement.</p> <ul style="list-style-type: none"> <li>• Part shipment is allowed.</li> <li>• Transshipment is allowed.</li> </ul>   |  |        |        |  |  |
| 20 | 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. |  |        |        |  |  |
| 21 | Transportation                 | Unit details(Delivery locations) shall be informed at the time of PO placement.   |  |        |        |  |  |
| 22 | Unloading at Site              | In the scope of BHEL.   |  |        |        |  |  |
| 23 | Delivery Schedule              | Tentative shipment / delivery shall be <b>December'2024 to May'2025</b> or contractual delivery, whichever is later from date of award of formal RC (RATE CONTRACT)/ PO (PURCHASE ORDER). Expected shipment dates/delivery schedule may change subject to mutual consent based on PO/LC(letter of credit) schedule.   |  |        |        |  |  |

(Seal and Sign of the Bidder)



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| 24 | Delivery Failure and Termination/ Liquidated Damages(LD) | <p><b>Penalty shall be applicable as per latest revision GTC BP200102A.</b><br/>On LD recovery, the applicable GST shall also be recoverable from indigenous vendors.</p> <p><b>For indigenous bidder:</b> Receipt of material at BHEL (CN date i.e material entry date in BHEL) will be taken as proof of delivery for indigenous bidders.</p> <p><b>For Foreign bidder:</b></p> <ol style="list-style-type: none"><li>1. AWB/ BL date for FOB/CIF/CIP/CFR/CPT contracts shall be treated as the date of delivery for levying LD as per Clause 16. (In case of FOB, mill TC date may be consider &amp; In case of CIF/CIP/CFR/CPT, date of bill of lading may be consider for LD calculation purpose).</li><li>2. In case of any amendment/revision, LD shall be linked to the amended/revised contract value and delivery date(s).</li><li>3. If Order/ Contract involves two or more Units/ Sets/ Lots, then Liquidated Damages shall be for order/ contract value of the delayed Unit/ Set/ Lot, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot wise, however total LD ant shall be limited to 10% of total order value. (excluding taxes, duties and freight).</li></ol>   |
| 25 | Payment Terms  | <p>Supply portion:</p> <ol style="list-style-type: none"><li>1) <b>Indigenous: For Indigenous bidders:</b> 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.</li></ol> <p>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 short of 90 days (45 days for MSME) for price comparison purposes on cost to BHEL basis as per present practice</p> <ol style="list-style-type: none"><li>2) <b>Foreign: For foreign bidders:</b> 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 90<sup>th</sup> 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.</li></ol> |
| 26 | Delivery period  | Tentative shipment / delivery shall be within 90-150 days from Purchase order (PO) OR delivery as per BHEL's requirement.  |



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| 27 | Documents to be Submitted by Seller/Contractor for Claiming Payment | <b>For Supply Package:</b> <ul style="list-style-type: none"><li>➤ GST complaint Invoice (Original for Buyer + 1 Copy).</li><li>➤ Original Copy of receipted LR</li><li>➤ Original Material Receipt Certificate from BHEL site (MRC)</li><li>➤ Packing List - Shall Be in Line with PO Material Code and Clearly Showing Number of Packages, Gross Weight and Net Weight-(Original+3 Copies).</li><li>➤ Guarantee/Warranty Certificate</li><li>➤ Copy of Insurance Intimation [Sent by The Supplier to Insurer – as per cl. no. 8 above].</li><li>➤ Material Dispatch Clearance Certificate by BHEL/Customer.</li></ul>  |
| 28 | Guarantee/Warranty Certificate for Supply                           | As per General Terms And Conditions Of Enquiry -BP200102A(latest revision).  |
| 29 | Document Approval   | BY BHEL/CUSTOMER   |
| 30 | PEBC  | Foreign vendors need 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.   |
| 31 | Inspection Agency   | BY BHEL/CUSTOMER or both.  |
| 32 | Taxes and Duties  | <p><b><u>For foreign bidders</u></b>': 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.</p> <p><b><u>For indigenous bidders</u></b>': 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).</p> <p>BHEL will avail tax credit as per GST rules. Vendors to note that GST portion of invoice amt shall be released only upon:</p> <ul style="list-style-type: none"><li>• Vendor declaring such invoice in his GSTR – 1 and</li><li>• Receipt of goods and tax invoice by the BHEL and</li><li>• Confirmation of payment of GST thereon by vendor on GSTN portal</li><li>• 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.</li></ul> |



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 ant 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 ant 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.

33

Terms of delivery

**I. For indigenous bidders:**

F.O.R. destination on door delivery basis to BHEL-BHOPAL/JHANSI basis.

**II. For foreign bidders:**

- a) Goods shall be dispatched by sea, unless stated otherwise in the purchase order on CIF / CFR NHAVA SHEVA 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), 2<sup>nd</sup> Floor, Admin Building, Central Material Management Division, BHEL, Bhopal, M.P., 462022, India.**
- f) 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.



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| 34 | Customs Duty          | As Applicable on basis of project   |
| 35 | Evaluation of bids:   | <p>a) Bids shall be evaluated for each items separately on total delivered cost to BHEL on landed cost basis to BHEL, Bhopal &amp; Jhansi for respective requirements. Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding. Bidders may note that quoted rates shall be loaded for any deviation from the terms &amp; conditions given in this enquiry, to arrive at landed rate.</p> <p>b) Exchange rate (SBI- (State bank of India) 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.</p> <p>c) 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.</p> <p>d) CRGO coils 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 coils, 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.</p> <p><b><i>Invalidation discount in INR / kg is to be quoted by the vendor in Annexure – II. Same shall not be used for purpose of evaluation / establishing relative status in tender</i></b></p> |
| 36 | Rate schedule         | <p><b>Foreign supply:</b> Rates quoted shall be on CFR/CIF <b>NHAVA SHEVA</b> 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.</p> <p><b>Domestic supply:</b> Rates quoted should be for delivery at respective BHEL units termed as F.O.R destination inclusive of freight, packing and transit insurance.</p> <p>This FA / RC shall be finalized for a period of 06 months from date of award of formal RC letter for placement of order.</p>  |
| 37 | e-Invoicing under GST | E-invoicing under GST is being implemented w.e.f 1 <sup>st</sup> august 2023 for all the taxable person having aggregate annual turnover more than Rs. 05 Crore. It has been specified by the Government that it is mandatory to mention a valid unique Invoice   |

(Seal and Sign of the Bidder)



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|    |   | <p>Reference Number (IRN) and QR code as generated from Government portal on a Tax Invoice. Based on such information, GST ITC as claimed by BHEL in GST Returns shall be matched with the corresponding details uploaded by supplied in e-Invoicing System.</p> <p>In case the vendor delays or fails to provide all the documents as per the Purchase Order at the time of submitting Tax Invoice to BHEL, any subsequent financial loss to BHEL on account of vendor shall be to vendor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment.</p>  |
| 38 | Preference to Make in India   | <p>For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018,04.06.2020,16.09.2020 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.</p> <p>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 “</p> <p>To avail purchase preference under Make in India guidelines, vendor should be categorized as Class 1 supplier as per Govt.of India guidelines. For a vendor to be classified as Class 1 or class 2 supplier, bidder &amp; their mill from which support letter has been furnished shall have to submit annexure – IV 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.</p> <p>Note : Class-I/Class II/Non local supplier/ bidders can also participate in this tender.</p> |
| 39 | Provisions Applicable for MSE (Micro and Small Enterprises) Vendors | <p><b>PROVISIONS APPLICABLE FOR MSE VENDORS (MICRO AND SMALL ENTERPRISES)</b></p> <p>Benefits/facilities as applicable for Micro and Small Enterprises (MSEs) shall be available to MSE vendors registered with Government Designated Authorities as per the Purchase &amp; Price Preference Policy of the Government subject to them becoming eligible otherwise.</p> <p>Vendors who qualify as MSE vendors are requested to submit applicable certificates (as specified by the Ministry of Micro, Small and Medium Enterprises-Government of India (GoI)) at the time of vendor registration.</p> <p>Vendors have to submit the UDYAM Registration Certificate with the tender documents in the Part-I Bid to avail the applicable benefits.</p>  |

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|    |  | <p>Date to be reckoned for determining the deemed validity will be the date of bid opening (Part-I in case of two-part bid and three-part bid).</p> <p>Documents have to be notarized/attested by a Gazetted officer and must be valid as on the date of Part-I Bid opening for the vendors to be eligible for the benefits applicable for MSE vendors. Please note that no benefit shall be applicable if any deficiency in the above required documents are not submitted before the Price Bid Opening</p> <p>If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.<br/>Bidders to however note the documents that shall be furnished in order to establish credentials as MSE vendor should be as per the extant statutory requirements specified by the Ministry of Micro, Small and Medium Enterprises (MSME-Government of India).</p> <p><b>PURCHASE PREFERENCE FOR MSE VENDORS</b><br/>Submission of Udyam Registration Certificate</p> |
| 40 | Purchase from SEZ in India   | Purchase from SEZ in India shall be considered as Indigenous purchase for the purpose of Purchase Preference to Make in India Policy, Price Basis, Payment term & delivery terms. However, additional taxes, duties including Safe Guard Duty if any shall be considered while evaluating the bid.  |
| 41 | Compliance to Government of India order regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017 | Latest Order (Public procurement no-4 dtd. 23.02.2023) subject: Restrictions under rule144 (Xi) of general financial rules GFRs,2017 shall be applicable along with subsequent order issued by Government of India (Ministry of Finance).   |
| 42 | Quantity Splitting   | Quantity splitting shall be as per NIT clause no-8( Quantity allocation & Quantity distribution)  |
| 43 | Declaration by bidder regarding protection of commercial interests of BHEL   | The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.  |
| 44 | Organization Contact details   | The bidder shall submit the contact details/mobile no. of officials dealing with this contract package for Engineering, Quality, Supply, etc. immediately after receipt of Purchase Order.  |

(Seal and Sign of the Bidder)



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| 45 | 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.   |
| 46 | Government Notifications                     | (I) Bidders are advised to read all latest Government circular/OM/Notices etc. issued by Government of India & BHEL (wherever applicable to BHEL, shall be follow in this tender).<br>(ii) BHEL's PO conditions for indigenous & foreign bidders (attached).<br>(iii) Latest Order (Public procurement no-4 dtd. 23.02.2023) subject: Restrictions under rule 144 (Xi) of general financial rules GFRs, 2017 shall be applicable along with subsequent order issued by Government of India (Ministry of Finance).<br>(iv) Acceptance to general terms and conditions as per Annexure BP200102A (latest revision). Any deviations must be clearly spelled in technical offer else shall will be presumed acceptable.<br>(v) Acceptance to fraud prevention Policy of BHEL.<br>(vi) Acceptance to all the points of model conciliation clause annexure. |
| 47 | Breach of contract, Remedies and Termination | In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies will be pursued. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.   |
| 48 | CORRIGENDUM/ADDENDUM:                        | Any corrigendum/addendum related to this tender shall be updated on BHEL e-Procurement portal <a href="https://eprocurebhel.co.in/BHEL">https://eprocurebhel.co.in/BHEL</a> or website <a href="http://www.bhel.com">www.bhel.com</a> . Bidders are requested to regularly visit the these/BHEL website to keep themselves abreast with updates   |
| 49 | Sister concern                               | Declaration by vendor about the participation of sister concerns in tender enquiry is required.   |
| 50 | Fraud prevention policy:                     | Fraud prevention Policy of BHEL is to be complied with (attached).  |
| 51 | Jurisdictions                                | Any dispute arising under these terms and conditions shall be subject to the exclusive jurisdiction of Bhopal (Madhya Pradesh, India) Courts only.  |
| 52 | Clarifications/Contact                       | 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:  |





**BHEL-BHOPAL DIVISION  
(HEP)**

**SPECIAL CONDITIONS OF CONTRACT  
(SCC)**

**Reference No: NIT of Enquiry  
E1443019 (Global tender)**

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|  |  | <b>Name &amp; Department:</b> | Dharmendra singh, CMM – Steel & copper                             | Deepak kumar, CMM - Steel  |
|  |  | <b>Designation:</b>           | AGM  | Dy. Manager  |
|  |  | <b>Department:</b>            | <a href="mailto:dharmendra2000@bhel.in">dharmendra2000@bhel.in</a> | <a href="mailto:deepakkumar.r@bhel.in">deepakkumar.r@bhel.in</a> |
|  |  | <b>Contact details:</b>       | +91 755 – 250 3360   | +91 755 – 250 5420   |

(Seal and Sign of the Bidder)