

NIT (Notice Inviting tender) for E1423000 – 56 mm tk stainless steel plates as per ASTM A 240 UNS 41500 (type 415).

Offers through BHEL, Bhopal's e-procurement portal <https://eprocurebhel.co.in/nicgep/app> are invited in Two-Part Bid system for purchase of 56 mm tk stainless steel plates as per ASTM A 240 UNS 41500 (type 415) and as per sl.no. 2 below. Annexure – II to be duly filled and submitted along with bid part – I.

Offer shall be submitted by the bidders in two parts for E1423000 as illustrated below;

- A. **1st part of offer shall be Bid Part – 1:** This is techno – commercial part of offer in E1423000. This part of offer should contain annexure – I, II and III. All annexures shall be uploaded duly with signed with seal
- B. **2nd part of offer shall be Bid Part – 2:** This is Price bid of E1423000. In this part vendor shall have to enter their FOR destination price in INR / kg – indigenous bidders & CFR Mumbai seaport price in FC (foreign currency) / kg – foreign bidders in <https://eprocurebhel.co.in/nicgep/app>.

BHEL shall be resorting to price bid opening of techno – commercially acceptable bidders for price finalization and not through Reverse Auction. Bidders to quote their most competitive price.

1. **Bid evaluation & price schedule:** The bids shall be evaluated on total delivered cost to BHEL on landed cost basis. In the course of evaluation, if more than one bidder happens to occupy L-1 status, relative status shall be arrived at 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. 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. Item description mentioned in PO shall only be mentioned on the supply documents without any deviation. No document other than PO as part of commercial agreement with salient terms shall be issued. Price bids of only those bidders shall be opened whose offers are techno – commercially acceptable. Information for the same shall be given to bidders prior to price bid opening.

2. **Enquiry item along with quantity:**

It. no	Size & Item description	Technical requirement	Quantity in MT
1	56 mm Tk	Stainless steel plates As per ASTM A 240 UNS 41500 (type 415)	372.00
TOTAL			372.00

Note:

- Width shall be either 1200 mm OR 1250 mm.
- Minimum length of each item shall be 5000 mm. Maximum length permissible in each item shall be such that weight of a single plate is maximum of 25 MT.
- Permitted variation in total weight of each item shall be +10% / -0%.

In addition to stainless steel plates being as per ASTM A 240 UNS 41500 (type 415), following additional and mandatory technical requirements are also to be complied:

Requirements	Standard
Condition	As per clause 10 and 13.1.2 of ASTM A 480
Thickness & size	As per table above.
Dimensions and tolerances	ASTM A 480
Charpy V – notch impact test on longitudinal specimen at minus (-) 20 degree Celsius	<ul style="list-style-type: none"> • EN 10028 – 1 • EN 10028 – 7 (Values specified at table – 8)
Ultrasonic testing	ASTM A 578 / 578 M (acceptance level – B)
Bend test (longitudinal direction)	ASTM A 480
Inspection documents as per results of tests for: <ul style="list-style-type: none"> • Chemical analysis • Mechanical properties • Heat Treatment • NDT • Impact testing • Bend test 	As per EN 10204 type 3.2 or relevant standards as applicable.

3. **Pre-qualification criteria:**

S. No.	Description of pre-qualification requirement	Vendor Response	
		Complied/ Not complied	Supporting Documents required to accept compliance

1	Manufacturer (mill) of steel plate / their authorized representative / trader.	YES / NO	Certificate of being manufacturer (for manufacturer) (For mills not registered with BHEL) / tender specific authorization letter on mill's letterhead (for authorized representatives). Above letter shall contain and confirm supplies to be as per technical specification called in the tender enquiry along with name & address of OEM / mill from which supplies are intended.
2	Company shall be certified with ISO 9001 or equivalent. In case of authorized representative, Valid ISO certificate of manufacturer is required.	YES / NO	Valid certificate of mill / OeM to be submitted. Not required if valid document is already furnished / available.
3	Vendor to furnish a list of their supplies mentioning thicknesses and sizes. To qualify for supplying a specific thickness, supplier should have supplied at least plate thicknesses not less than thicknesses indicated below. Any thickness higher than the indented thickness would be acceptable.	YES / NO	<ul style="list-style-type: none"> For Mills / OeMs (both foreign and indigenous) - A list of past supplies made by the supplier / PO no., if supplied to BHEL in past. For stockiest / traders (both foreign & indigenous) – Tender specific mill authorization letter with size and quantity to be furnished for each item called. Supporting document like material TC of the mill from which authorization has been submitted (not generic) / PO no. if already supplied to BHEL should also be furnished.
	Indented thickness	Minimum qualification thickness supplied earlier	
	56 mm	45 mm	
4	Mill has operational & functional capacity is to supply tendered quantity within a period of 2 months.	YES / NO	Tender specific declaration by mill that their operational & functional capacity is to supply tendered quantity within a period of 2 months.

ALL CONDITIONS ARE TO BE COMPLIED THROUGH SUBMISSION OF VALID DOCUMENTS FOR OFFER TO BE CONSIDERED.

4. Terms of delivery:

A. For indigenous bidders:

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

B. For foreign bidders:

- Goods shall be dispatched by sea, unless stated otherwise in the purchase order.
- Delivery port will be CFR / CIF Mumbai sea port basis. Other delivery ports will not be acceptable for CFR/CIF. Ocean freight content to be mentioned in annexure – III (price format).
- 4 OBLs are to be released with one original necessarily to be marked / to be sent to **Manager (CMM – Steel), 2nd Floor, Admin Building, Central Material Management Division, BHEL, Bhopal, M.P., 462022, India.**
- 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.

- Delivery Period:** BHEL's preferable delivery requirement shall be 90 days from date of Purchase Order and bidders are requested to consider the same while quoting their contractual delivery period in annexure – II.

- Levy of Penalty for delayed performance:** - Penalty shall be @ 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 for indigenous bidders

7. 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 OR original mill TC verified by TPIA 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.

8. **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 by BHEL, 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.
9. **PEBC:** Foreign vendors needs to submit 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 B and C). In absence of same, withholding tax of 30% plus applicable surcharge and cess will be applicable.
10. **Inspection of material:** All supplies shall directly be made from mill with BHEL's PO number duly mentioned on material TC. In case, supplies are not directly from mill in name of BHEL, Bhopal, steel plates shall have to be supplied post TPIA and same shall be in bidder's scope – foreign bidders & in BHEL's scope – indigenous bidders. All documents shall be legible and in English language. Final inspection shall be done at BHEL Bhopal on material receipt and results of the same shall be binding. QA plan CDE-22-3528 rev.00 to be followed.
11. **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.
12. **Taxes & Duties:** 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). 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. 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.

With reference to Section 51 of CGST Act 2017 read with notification no. 50 / 2018 – Central Tax dated 13.09.2018; BHEL will be liable to deduct TDS as per GST rules @ TDS @ 2% on item value w.e.f invoice dt. 01.10.2018. GSTTDS as deducted from bill is deposited to tax authority through GSTR 7 by BHEL and details of TDS deducted by BHEL

will be updated in GSTR-2A in portal of the respective vendor against whose GSTIN TDS is deducted. Benefit to be availed on the basis of details available in GSTR - 2A portal. BHEL will not issue any TDS certificate.

13. **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 tender. BHEL reserves the right to reject the offer, in case of offer validity less than 90 days from date of technical bid opening.
14. **Short closure:** BHEL reserves right to short close the contract for quantities.
15. In addition to above our 'General Terms and Conditions enquiry' BP200102A shall also be applicable to this tender. **Bidders may note that suitable loading will be done for arriving at the cost to BHEL price for any deviation from these general Terms & Conditions.**
16. **Fraud prevention policy:** Fraud prevention Policy of BHEL is to be complied with (attached).
17. **Integrity Pact:**

- a) The integrity pact submitted along with the current rate contract will be considered valid for the duration of contract.
- 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. A panel of Independent External Monitors (IEM) has been appointed to oversee implementation of IP in BHEL.
- c) 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:

Name: Sh. Arun Chandra Verma, IPS (Retd.) E-mail: acverma1@gmail.com	Name: Virendra Bahadur Singh, IPS (Retd.) E-mail: vbsinghips@gmail.com
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- d) 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.
 - e) 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.
18. 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.

23. **Model conciliation:** Bidders to provide acceptance to BHEL's model conciliation clause as per attached annexure – D.
24. Declaration (annexure – E) by vendor about the participation of sister concerns in tender enquiry.
25. In addition to above, any guidelines / policy decision taken by Government of India (GoI) affecting any of the above terms and conditions shall supersede the terms and conditions of tender.
26. 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:	Asim Mukherjee	Vineet Suman
Designation:	DGM	Manager
Department:	CMM – Steel	CMM - Steel
Contact details:	+91 755 – 250 5778	+91 755 – 250 5805
Email:	mukherjee1@bhel.in	vineetsuman@bhel.in

Techno – commercial format for E1423000 – 56 mm tk stainless steel plates as per ASTM A 240 UNS 41500 (type 415).

Sl.no	DESCRIPTION	TO BE FILLED-IN BY THE BIDDER
1	Name of the supplier with Tel. No. / Fax Nos. / E-mail.	
2	Name & designation of the contact person	
3	Address of the works at which / inspection / delivery is offered / PO is to be placed.	
4	Acceptance to bid evaluation criteria as per sl.no.1 of annexure – I.	YES – If ‘No’ your bid is liable for rejection.
5	Acceptance to size, tolerance requirement & technical requirement as per sl.no. 2 of annexure – I.	YES – If ‘No’ your bid is liable for rejection
6	Acceptance to all pre-qualification criteria as per sl.no. 3 of annexure – I.	YES – If ‘No’ your bid is liable for rejection
7	Name of the mill (s) from which items offered as per enquiry are to be sourced.	
8	Acceptance to delivery terms as per point no. 4 of annexure – I.	YES
8.1	Quoted delivery in number of days from date of receipt of PO.	days
8.2	Acceptance to late delivery penalty clause as per point no. 6 of annexure – I.	YES
9	Acceptance to payment terms as per point no. 7 of annexure – I.	YES
10	Acceptance to transit insurance clause as per point no. 8 of annexure – I.	YES
12	Acceptance to inspection terms as per point no. 10 of annexure – I.	YES
13	Acceptance to rejection replacement terms as per point no. 11 of annexure – I.	YES - If ‘No’ your bid is liable for rejection.
14	Acceptance to taxes and duties clause as per point no. 12 of annexure – I.	YES
14.1	HSN code & percentage of GST applicable	(HSN code and percentage of GST applicable to be specified by the bidder)
15	Confirmation of offer validity till 90 days from date of bid part – 1 opening.	YES
16	Acceptance to short closure clause as per point no. 14 of annexure – I.	YES
17	Acceptance to all the points of BP200102A which are not covered in annexure – I.	YES
18	Acceptance to BHEL’s fraud prevention Policy as per point no. 16 in annexure – I.	YES
19	Submission of Integrity pact as detailed in sl.no. 17 of annexure – 1.	YES – If ‘No’ your bid is liable for rejection
20	Acceptance to Make In India clause at sl.no. 18 of annexure – I and any declaration thereof by Department of Heavy Industry of Government of India.	YES – If ‘No’ your bid is liable for rejection
20.1	Local content in percentage of material supplied (this is required for classification & ascertaining of vendor as Class I or Class II under ‘Make in India’ scheme)	(bidder to mention the percentage of local content in compliance to ‘Make in India’ initiative of GoI)
21	Acceptance to all the points of Annexure – D (model conciliation clause annexure)	YES – If ‘No’ your bid is liable for rejection
22	Submission of annexure – E declaring sister concerns participating in this tender.	YES – If ‘No’ your bid is liable for rejection
23	Quoted for steel plates as per point no. 2 of annex. - I	Quoted / Not quoted
	It no.	Item description
	Qty in MT	YES / NO
	1	56 mm Tk
		372.00

This Annexure – II (TECHNO - COMMERCIAL FORMAT) is to be submitted duly signed with seal with bid part – I (technical bid).

(Sign, seal and name of authorized signatory)

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: