

NIT (Notice Inviting tender) for E1403030 – Various sizes of stainless steel plates as per ASTM A 240 UNS – 41500 (Type – 415).

Offers through BHEL, Bhopal's e-procurement portal <https://bhel.abcprocure.com/EPROC/> are invited in Two-Part Bid system for purchase of various size of stainless steel plates as per ASTM A 240 UNS – 41500 (Type – 415) & additional mandatory technical requirements as per sl.no. 3 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 E1403030 as illustrated below;

- A. **1st part of offer shall be Bid Part – 1:** This is techno – commercial part of offer in E1403030 dtd 11.09.20 due on 1500 hrs IST of 03.10.20. This part of offer should contain annexure – II and annexure – “AA” if applicable for availing SME benefits. All annexures shall be duly signed with seal. This part of offer shall be “BID PART -1 of enquiry E1403030 due on 03.10.20”.
- B. **2nd part of offer shall be Bid Part – 2:** This is Price bid of E1403030. This shall contain duly filled prices in our e-procurement portal <https://bhel.abcprocure.com/EPROC/>.

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 item wise basis with 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, VPR / 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 items along with quantities:**

lt. no	Size & Item description	Technical requirement	No. of plates	Qty in MT
1	16 mm Tk X 1250 mm W X 5000 mm LG	Stainless steel plates (13% Cr – 4% Ni) as per ASTM A 240 UNS – 41500 (Type 415) with additional & mandatory technical requirements as per sl.no. 3 below.	13	10.21
2	20 mm Tk X 1250 mm W X 4700 mm LG		16	15.82
3	32 mm Tk X 1250 mm W X 5000 mm LG		61	95.77
4	36 mm Tk X 1250 mm W X 5000 mm LG		6	10.60
5	28 mm Tk X 1250 mm W X 5000 mm LG		4	5.50
6	56 mm Tk X 1250 mm W X 5500 mm LG		15	45.34
TOTAL			115	183.24

Above quantities are subject to variation per lot, per item and on overall basis: +10% / -10%.

3. **Mandatory technical requirements:**

Requirements	Standard
Condition	As per clause 10 & 13.1.2 of ASTM A 480
Thickness & size	As per table at sl.no. 2 above.
Charpy V – notch impact test on longitudinal specimen at minus (-) 20 degree Celsius	• EN 10028 – 1 • EN 10028 – 7 (Values as specified in table - 8)
Charpy V – notch impact test on transverse specimen at minus (-) 20 degree Celsius	• EN 10028 – 1 • EN 10028 – 7 (Values as specified in table - 8)
Dimensions and tolerances	ASTM A 480
Ultrasonic testing	ASTM A578 / A 578M (acceptance standard level is B)
Bend test (longitudinal direction)	ASTM A 480
Inspection documents as per results of tests for: - Chemical analysis - Mechanical properties - Heat Treatment - NDT - Impact testing	As per EN 10204 type 3.2 or relevant standards as applicable.

ABOVE TECHNICAL REQUIREMENTS OF EACH ENQUIRY ITEM ARE TO BE NECESSARILY ACCEPTED BY THE BIDDERS FOR THEIR OFFERS TO BE CONSIDERED TECHNICALLY ACCEPTABLE, FAILING WHICH OFFERS SHALL BE REJECTED.

4. **Pre-qualification criteria:**

The bids are invited from Indian manufacturer (mill) or their authorized representative for supply of stainless steel plates as per technical specification above. Following shall be 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.	YES / NO	Certificate of being manufacturer (for manufacturer) / authorization (for authorized representative). Mill name and address from whom plates will be supplied.
2	Supplier should have experience of supplying stainless steel plates (13% Cr – 4% Ni) as per ASTM A 240 UNS – 42500 (Type 415) of minimum 16 mm thickness and specification during last seven years (ending last day of month previous to the one in which NIT is published) with anyone of following criteria: a) 3 supplies of weight not less than 73 MT OR b) 2 supplies weight not less than 92 MT OR c) 1 supply of weight not less than 147 MT	YES / NO	- Purchase order and - Test certificate of mill or invoice.
3	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 to be submitted.
4	Vendor to confirm its capacity to manufacture at least 50% of enquired quantity within 6 months of PO. (see note-4)	YES / NO	Supplier credentials & confirmation required.
5	Offer from Chinese vendor shall not be considered. Plate sourced from China shall not be considered.	YES / NO	Supplier confirmation required.
6	Vendor should be in profit in any one of the last 7 Financial years ending on FY 2019 – 20.	YES / NO	Audited profit and loss statement of any one financial year in which profit has been accrued duly ratified by a practicing CA.

Note:

1. Compliance to above Technical Pre-qualification requirements are mandatory. In absence of compliance of above requirements vendor TPQ application is liable to be rejected.
2. BHEL has right to verify information/ confirmation furnished, by asking additional documents proofs etc.
3. The reference date for 7-year experience shall be the date of enquiry.
4. The condition mentioned at sr. no. 4 is to ascertain the suppliers manufacturing capacity and the same is not linked with any delivery schedule.

ALL THE ABOVE POINT WISE PRE-QUALIFICATION REQUIREMENT ARE TO BE NECESSARILY ACCEPTED BY THE BIDDERS FOR THEIR OFFERS TO BE CONSIDERED FAILING WHICH OFFERS SHALL BE REJECTED.

5. **Terms of delivery:** FOR destination.

6. **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.

7. **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. Date of receipt of material at BHEL (UMID / CN date) will be taken as proof of delivery for indigenous bidders

8. **Payment Terms:** 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.

9. **Transit Insurance:** - By vendor and all transit risk shall be covered under clause Inland Rail and Road – A (IRR – A).

10. **Inspection of material:** In case of mills, inspection shall be done at BHEL Bhopal for indigenous bidders, in case of stockists / traders; inspection shall be carried out at their works by BHEL's designated TPIA.

Vendor to ensure that IS specification is mentioned on MTCs during the time of supplies. Vendor to confirm that bidder / mill from which plates are to be sourced hold valid BIS certification for the IS equivalent for specification and thickness of above plates.

All documents shall be legible and in English language.

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. GST-TDS as deducted from bill is deposited to tax authority and details of TDS deducted are updated in GSTR-2A in portal. 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' BP200102 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. Compliance to **MAKE IN INDIA** circular issued by Gol:

"For this procurement, the local content to categorize a supplier as a Class I local supplier / Class II local supplier / non local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (preference to Make in India), Order 2017 dated 04.06.20 issued by DPIIT. In case subsequent orders issued by the nodal ministry, changing the definition of the local content for the items of the NIT, same shall be applicable even if issued after the issue of this NIT, but before opening of bid part – 2 (price bids) of this NIT".

Only 'Class I local supplier' and 'Class II local supplier' as defined under the order shall be eligible to bid in procurements under this tender.

18. **Model conciliation:** Bidders to provide acceptance to BHEL's model conciliation clause as per attached annexure – D.

19. **Declaration (annexure – E) by vendor about the participation of sister concerns in tender enquiry.**
20. 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 E1403030 – Various sizes of 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 as per sl.no. 2 of annexure – I.	YES – If 'No' your bid is liable for rejection																																			
5.1	Acceptance to mandatory technical requirement as per sl.no. 3 of annexure – I.	YES – If 'No' your bid is liable for rejection																																			
5.2	Acceptance to all conditions of pre-qualification requirement as per sl.no. 4 of annexure – I.	YES – If 'No' your bid is liable for rejection is quoted / deviation is not acceptable to BHEL. Vendor to submit point wise compliance along with applicable documents																																			
6	Name of the mill (s) from which items offered as per enquiry are to be sourced.																																				
7	Acceptance to delivery terms as per point no. 5 of annexure – I.	YES																																			
7.1	Quoted delivery in number of days from date of receipt of PO.	days																																			
8	Acceptance to late delivery penalty clause as per point no. 7 of annexure – I.	YES																																			
9	Acceptance to payment terms as per point no. 8 of annexure – I.	YES																																			
10	Acceptance to transit insurance clause as per point no. 9 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 BP200102 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	Acceptance to Make In India clause at sl.no. 17 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																																			
19.1	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)																																			
20	Acceptance to all the points of Annexure – D (model conciliation clause annexure)	YES – If 'No' your bid is liable for rejection																																			
21	Submission of annexure – E declaring sister concerns participating in this tender.	YES – If 'No' your bid is liable for rejection																																			
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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)