

NIT (Notice Inviting tender) for E1403043 – Various sizes of carbon steel plates as per ASTM A 537 Cl. II.

Offers through BHEL, Bhopal's e-procurement portal <https://bhel.abcpocure.com/EPROC/> are invited in Two-Part Bid system for purchase of various size of carbon steel plates as per ASTM A 537 Cl. II & 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 E1403043 as illustrated below;

- A. **1st part of offer shall be Bid Part – 1:** This is techno – commercial part of offer in E1403043 dtd 26.10.20 due on 1500 hrs IST of 17.11.20. 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 E1403043 due on 17.11.20.”.
- B. **2nd part of offer shall be Bid Part – 2:** This is Price bid of E1403043. This shall contain duly filled prices in our e-procurement portal <https://bhel.abcpocure.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:**

It. no	Size & Item description	Technical requirement	No. of plates	Qty in MT
1	40 mm Tk X 3000 mm W X 6000 mm LG	Carbon steel plates as per ASTM A 537 Cl. II with additional & mandatory technical requirements as per sl.no. 3 below.	13	73.57
2	50 mm Tk X 3200 mm W X 6000 mm LG		6	45.27
3	70 mm Tk X 2800 mm W X 5500 mm LG		24	203.352
4	80 mm Tk X 3000 mm W X 6500 mm LG		22	269.764
TOTAL			65	591.956

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

3. **Mandatory technical requirements:**

Requirements	Standard
Condition	Quenched & tempered
Thickness & size	As per items in table at sl.no. 2 above.
Dimensions and tolerances	ASTM A 20 / A 20M
Charpy V – notch impact test on longitudinal specimen (see Fig. – 1 of ASTM A 370)	ASTM A 20 / A 20M at temperature specified in table A2.15.
Reduction ratio	3 : 1 (Reduction ratios as low as 2 : 1 are permitted if all the limitations of clause 5.3 of ASTM A 20 / A 20M are met along with through thickness tension test to quality Z35 as per DIN EN 10164)
Ultrasonic testing	ASTM A578 / A578M (acceptance level shall be B)
Bend test (longitudinal direction)	ASTM A 20
Microstructure examination for inclusions: The examination of cleanliness must be performed in one plate per lot. It should be conducted after heat treatment. The microstructure must be uniform and free from porosity, excessive segregation and in-homogeneities. Inclusion content as per ASTM E 45 / Method A	As per ASTM E 45 - 13
Hardness test	350 BHN max
Inspection documents as per results of tests for:	As per ASTM A 20 and relevant standards as applicable.
- Chemical analysis - Mechanical properties - Bend test (longitudinal direction) - Micro structure examination report - Heat Treatment - NDT - Impact testing (longitudinal direction) - Reduction Ratio	

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 steel plates as per technical specification above. Following shall be pre-qualification criteria

Sl. No.	Description of pre-qualification requirement	Vendor's response	
		Complied / Not Complied	Supporting Documents required to accept compliance
1	Compliance to material standard ASTM A537 CL-2	YES / NO	Compliance to ASTM A537 CL-2
2	Compliance to the requirements as per the enquiry and specification as per sl.no. 3 of annexure – I.	YES / NO	Point-wise compliance required with seal and sign.
3	A. Supplying mill to provide self-declaration certificate from authorized person for following: i. Operational and functional capacity to execute the order for tendered quantity (591.956 MT) for ASTM A 537 cl-2. ii. List of customers / clients to whom same grade of steel plates equal to or above 40 mm Tk is supplied in at least 5 years ending on tender opening date.	YES / NO	Self-declaration certificate for Operational and functional capacity from authorized person & declaration on mill's letter head stating acceptance for supply for required grade of steel plates for current tender quantity (591.956 MT) along with thickness, size and technical requirements. Self-certified list of customers to whom same grade of steel plates equal to or above 40 mm Tk is supplied in at least 5 years ending on tender opening date.
	B. For traders / distributors / agents:		
	i. To produce enquiry specific support letter from principal mill on mill's letterhead stating acceptance for supply for required grade of steel plates for current tender quantity, thickness, size and technical requirements indicating validity of letter till at least 90 days from tender opening date. Vendor shall not be allowed to change principal mill after submission of offer. Material TC shall necessarily be issued in name of BHEL by the supported mill in case of supplies. ii. Vendor to submit certificate for operational and functional capacity from authorized person of mill from which support letter is furnished. iii. List of customers / clients to whom same grade of steel plates equal to or above 40 mm Tk is supplied in at least 5 years ending on tender opening date.		Support letter from principal mill on mill's letterhead stating acceptance for supply for required grade of steel plates for current tender quantity, thickness, size and technical requirements indicating validity of letter till at least 90 days from tender opening date. Certificate for operational and functional capacity from authorized person of mill from which support letter is furnished. Copy of at least one PO and related invoice along with test certificates of the mill from which support letter is furnished to be submitted. PO date should not be older than 5 years ending on tender opening date & should be of same grade of steel plates equal to or above 40 mm Tk.

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.

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 is 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 E1403043 – Various sizes of carbon steel plates as per ASTM A 537 Cl. II

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)