

NIT (Notice Inviting tender) for E1493034 – Carbon steel plates as per ASTM A 537 Class II.

Offers through BHEL, Bhopal's e-procurement portal <https://bhel.abcpurchase.com/EPROC/> are invited in Two-Part Bid system for purchase of various sizes of Carbon steel plates as per ASTM A 537 Class II and with mandatory requirements mentioned at sl.no. 3. Annexure – II to be duly filled and submitted along with bid part – I.

Offer shall be submitted by the bidders in two parts for E1493034 as illustrated below;

- A. **1st part of offer shall be Bid Part – 1:** This is techno – commercial part of offer in E1493034 dtd 20.09.19 due on 1500 hrs IST of 05.10.19. 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 E1493034 due on 1500 hrs IST of 05.10.19”.
- B. **2nd part of offer shall be Bid Part – 2:** This is Price bid of E1493034. This shall contain duly filled prices in our e-procurement portal <https://bhel.abcpurchase.com/EPROC/>.

Alternatively: BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance for participation in RA in Techno-Commercial offer (Part-1). Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in RA will have to necessarily submit 'Process Compliance form' (to the designated service provider) as well as 'Online Sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers / contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their bid already submitted to BHEL along with the offer. This price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & price bid) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on this awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers / contractors (as available on www.bhel.com)

1. **Bid evaluation & price schedule:** The bid shall be evaluated on total delivered cost to BHEL on landed cost basis. Separate L-1 bidder for each item of enquiry shall be established. Bidders to quote for each item individually.

In the course of evaluation, if more than one bidder happens to occupy L-1 status and the order is to be placed on a single vendor, effective L-1 will be decided in the order of availability of goods from Indigenous sources, suitability of payment terms to BHEL, suitability of delivery period to BHEL's requirements, vendor performance rating and quantum of past business volumes with the vendor in last 3 years, preceding the current financial year, for the same item. 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. Bids shall be evaluated on full custom duty applicability basis.

Item description in all the documents for supplies, invoices and other documents during supplies shall be as per those specified in PO. No changes shall be acceptable.

Price bids opening / Reverse Auction with only those bidders shall be conducted whose offers are techno – commercially acceptable. Information for the same shall be given to bidders prior to price bid opening / Reverse Auction.

2. Enquiry items along with quantities:

Enq. Item no.	Size & Item description	Technical requirement	No. of plates	Quantity in MT
1	46 mm Tk X 1900 mm W X 6950 mm LG	Carbon steel plates are to be supplied as per ASTM A537 Cl. II and mandatory technical requirements detailed at sl. no. 3 below.	8	38.20
2	55 mm Tk X 2050 mm W X 8250 mm LG		9	65.79
3	65 mm Tk X 2100 mm W X 9400 mm LG		20	201.70
4	130 mm Tk X 2000 mm W X 3000 mm LG		36	220.71
TOTAL			73	526.40

Above quantities are subject to variation per lot per item supplied and on overall basis: +10% / -0%.

3. Mandatory technical requirements:

- All the points in page 1 of 5 of HT 10498 rev.05 shall be applicable to all 4 (four) items of enquiry. Bidders to submit checklist 1 (page 4 of 5 of in HT 10498 rev.05) with clear “YES” against each point with their offer for their offer to be considered for technical acceptance.
- In addition to above, additional item wise technical requirements as per points in page 2 of 5 of HT 10498 rev.05 identified in checklist 2 (page 5 of 5 of HT 10498 rev.05) shall have to be submitted with their offer with clear “YES” against technical point applicable for their offer to be considered for technical acceptance.

4. Pre – Qualification criteria:

Sl.no	Description of pre-qualification requirement	Vendor's response	
		Complied / Not Complied	Supporting documents required from bidders stating compliance to clause.
1	Compliance to material standard ASTM A 537 CL - 2	Yes / No.	Compliance to ASTM A 537 CL – 2.
2	Compliance to the requirements as per specification HT 10498 rev.05.	Yes / No.	Point wise compliance statement to the enquiry and specification called in checklist 1 & 2 in HT 10498 rev.05.
3	The supplying mill / trader should have experience (in tonnes) of supplying at least the total quantity requirement of this tender of same material grade in past 5 years. For traders / distributors / agents, the previous purchase orders (POs) of the past supplied plates shall be of the same supplying mill offered in the current tender.	Yes / No.	Copy of un-priced valid POs (may be multiple POs with combined quantity more than or equal to total quantity of the current tender)
4	All correspondence and documents including test certificates shall be in English language. If any document provided by the vendor is any language other than English, it must be duly supported with its English translation.	Yes / No.	Compliance

Note:

1. This PQR is applicable for compliance by mill / trader. In case of distributors / agents', compliance of mill to be given.
2. Compliance to above pre-qualification requirements is mandatory. In absence of compliance of above requirements, vendor's offer shall be rejected.
3. BHEL has right to verify information / confirmation furnished by the vendor, by asking additional documents, proofs etc.

5. Terms of delivery:

A. For indigenous bidders:

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

B. For foreign bidders:

- a) Goods shall be dispatched by sea, unless stated otherwise in the purchase order.
 - b) 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).
 - c) 4 originals of OBLs are to be released with one original necessarily to be marked / to be sent to ***Dy. Manager (CMM – Steel), 2nd Floor, Admin Building, Central Material Management Division, BHEL, Bhopal, M.P., 462022, India.***
 - d) Offer received on FOB basis may be considered on exceptional basis, BHEL will load freight, marine insurance, port handling charges and inland freight as per BHEL's contract to arrive at the landed cost. Goods shall be handled for ocean freight by BHEL's freight forwarder only, under FOB contract and OBL / HAWB issued by BHEL's appointed forwarder or his authorized agent (s) shall be accepted for negotiation.
 - e) 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.
 - f) Please visit www.bhelbpl.co.in for details of named Sea ports. Name of the gateway port so chosen by the seller in case of FOB delivery shall be indicated by the bidder in his offer.
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. 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

8. **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 loading of plates on ship has to be taken and same shall be 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 to BHEL's account. 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.

9. **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.

10. **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.
11. **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.

In case of foreign bidders, TPI (Third Party Inspection) – BVQ, Lloyds / TUV / SGS etc shall be arranged by them and supplies after inspection by their TPIA shall be made. Foreign bidders to quote price inclusive of TPI charges.

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.

MTC shall be in English language only.

12. **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.
13. **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.

14. **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.
15. **Short closure:** BHEL reserves right to short close the contract for quantities.
16. 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.**
17. **Fraud prevention policy:** Fraud prevention Policy of BHEL is to be complied with (attached).
19. 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 "
20. **Model conciliation:** Bidders to provide acceptance to BHEL's model conciliation clause as per attached annexure – D.
21. 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:	Dolly Gera	Vineet Suman
Designation:	DGM	Deputy Manager
Department:	CMM – Steel	CMM - Steel
Contact details:	+91 755 – 250 3090	+91 755 – 250 5805
Email:	dollygera@bhel.in	vineetsuman@bhel.in

Techno – commercial format for E1493034 – Carbon steel plates.

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, quantity variation of +10% / -0% and mandatory technical requirement in HT 10498 rev.05 as per sl.no. 3 of annexure – I.	YES – If 'No' your bid is liable for rejection			
5.1	Un – conditional acceptance to all the point of Pre – qualification criteria as per sl.no. 4 of annexure - I (relevant documents to be submitted).	YES – If 'No' your bid is liable for rejection			
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	For indigenous bidders:				
A	Quoted delivery in number of days from date of receipt of PO.	_____ days			
B	Acceptance to payment terms as per point 8 of annexure - I.	YES (SME vendors to submit valid Udyog Aadhar Certificate)			
7.2	For foreign bidders:				
A	Name of load port & country of origin.				
B	Quoted delivery in number of days from date of PO.	_____ days			
C	Acceptance to payment terms through CAD of 90 days from date of BL.	YES			
D	OR, acceptance to payment terms through irrevocable and unconfirmed usance LC of 90 days from date of BL.	YES			
8	Acceptance to late delivery penalty clause as per point no. 7 of annexure – I.	YES			
9	Acceptance to transit insurance clause as per point no. 9 of annexure – I.	YES			
10	Submission of valid PEBC (Permanent Establishment Business Certificate) as per point no. 10 of annexure – I. (For foreign bidders.)	YES (bidders to submit valid PEBC as per applicable annexure – B OR C sent with NIT tender documents)			
11	Acceptance to inspection terms as per point no. 11 of annexure – I.	YES			
11.1	Confirmation that mill holds valid BIS license for the thickness of carbon steel plates quoted in subject tender enquiry.	YES – If 'No' your bid is liable for rejection.			
12	Acceptance to rejection replacement terms as per point no. 12 of annexure – I.	YES – If 'No' your bid is liable for rejection.			
13	Acceptance to taxes and duties clause as per point no. 13 of annexure – I.	YES			
13.1	HSN code & percentage of GST applicable	(HSN code and percentage of GST applicable to be specified by the bidder)			
14	Confirmation of offer validity till 90 days from date of bid part – 1 opening.	YES			
15	Acceptance to short closure clause as per point no. 15 of annexure – I.	YES			
16	Acceptance to all the points of BP200102 which are not covered in annexure – I.	YES			
17	Acceptance to BHEL's fraud prevention Policy as per point no. 17 in annexure – I.	YES			
18	Acceptance to price finalization through reverse auction as per sl.no. B of annexure – I.	YES			
19	Acceptance to Make In India clause at sl.no. 19 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	Acceptance to all the points of Annexure – D (model conciliation clause annexure)	YES – If 'No' your bid is liable for rejection			
21	Quoted for (carbon steel as per point no. 2 & 3 of annexure - I)				
	Sl.no.	Item description			
	No. of plates	Qty (MT)			
	Status				
	1	46 mm Tk X 1900 mm W X 6950 mm LG	8	38.20	Quoted (Q) / Not Quoted (NQ)
	2	55 mm Tk X 2050 mm W X 8250 mm LG	9	65.79	Quoted (Q) / Not Quoted (NQ)
	3	65 mm Tk X 2100 mm W X 9400 mm LG	20	201.70	Quoted (Q) / Not Quoted (NQ)
	4	130 mm Tk X 2000 mm W X 3000 mm LG	36	220.71	Quoted (Q) / Not Quoted (NQ)

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)

Certificate by Chartered Accountant on letter head (for indigenous bidders)

This is to Certify that M/s (hereinafter referred to as 'company') having its registered office at is registered under MSMED Act 2006, (Entrepreneur Memorandum no (Part-II)dtd..... Category:..... (Micro / small ((copy enclosed).

Further verified from the Books of Accounts that the investments of the company as on date as per MSMED Act 2006 is as follows :

1. **For Manufacturing Enterprises** : Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of small Scale Industries vide its notification No., S.O. 1722(E) dated October 5, 2006 :
Rs Lacs
2. **For Service enterprises** : Investment in equipment (original cost excluding land and Building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs Lacs

The above investment of Rs Lacs is within permissible limit of Rs Lacs for Micro / small (*Strike off which is not applicable*) Category under MSMED Act 2006.

OR

The company has been graduated from items original category (Micro / Small) (strike off which is not applicable) and the date of graduation of such enterprise from its original category is.....(dd/mm/yyyy) which is within period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. 3322(E) dtd 01.11.2013 published in the gazette notification dtd 04.11.2013 by Ministry of MSME.

Date :

(Signature)

Name –

Membership number –

Seal of Chartered Accountant