

**NIT (Notice Inviting tender) for E1443023 – Various sizes of normalized Magnetic Sheet Steel.**

Offers through BHEL, Bhopal's e-procurement portal <https://eprocurebhel.co.in/nicgep/app> are invited in Two-Part Bid system for purchase of various size of normalized Carbon steel plates 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 E1443023 as illustrated below;

- A. **1st part of offer shall be Bid Part – 1:** This is techno – commercial part of offer in E1443023. 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 E1443023. In this part vendor shall have to enter their FOR destination prices in INR / kg 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 item wise basis (i.e. individual L1 for each item) 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, relative status shall be established 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:**

Item no	Size & Item description	Technical requirement	Quantity in MT
1	1.0 X 402 MMX 2351 MM LONG MAG. STEEL SHEET	1.0 MM X 402 MM X 2351 MM LONG MAG. STEEL SHEET COLD ROLLED GR-350 AS PER PRODUCT STANDARD HG10036 REV-02.	55
2	2.0 MM X 703 MM X 1900 MM LONG MAG. STEEL SHEET COLD ROLLED	2.0 MM X 703 MM X 1900 MM LONG MAG. STEEL SHEET COLD ROLLED TO SPEC- HG10066 REV-03 (GR-450). OR HOT ROLLED TO SPEC AA10903 REV-07 (GR-450) TG179.	220
Total			275

Note:

1. MTC MUST BE SUPPLIED ALONG WITH EACH LOT OF DELIVERY.
2. +/-10% FOR ITEM 01 AND +/-5% FOR ITEM 02 OF THE QTY TOLERANCE IS ACCEPTABLE.
3. STAGGERED AND EARLY DELIVERY IS ACCEPTABLE.

3. **Pre-qualification criteria:**

**MAGNETIC STEEL SHEET - POLE & RIM PUNCHING**

Following are the Technical Pre-Qualification Requirements (TPQR):

Sr. No.	Description of pre-qualification requirement	Vendor Response	
		Complied / Not complied	Supporting Documents required to accept compliance
1)	Offers are invited preferably directly from mill, however authorized trading houses may also quote. Authorized trading houses have to submit a supplying mill's authority certificate for participating in the tender in original for specific enquiry no. Exxxx on the mill's letter head duly signed by mill's authorized signatory (with full name, Designation, valid email & contact phone number) along with the offer. In the absence of the above authority Letter, offer from stockiest/ trading houses are liable for rejection.		Certificate of being Original manufacturer or authorization letter from original manufacturer for distributors/ agents.
2)	Experience of manufacturing and supply (minimum 1 supply) of magnetic steel sheet in last 5 years.(Refer note-3). The supplied material must meet all the below criterion: a. Thickness $\geq 0.8$ mm b. Yield Strength $\geq 250$ N/mm <sup>2</sup> c. Magnetic Flux density $\geq 1.78$ Tesla at magnetic field strength of 15,000 Amperes/meter		All following documents (of same supply) to be submitted 1. Purchase order 2. Invoice 3. TC
3)	Compliance of manufacturing as per BHEL specifications.		Clause wise compliance of BHEL respective purchase specification or no deviation confirmation.
4)	Vendors have to furnish self-declaration for having manufacturing capacity to supply within six months the full ordered quantity for the item quoted.		Self-declaration of mill is required
5)	All correspondence shall be in ENGLISH language. If any document provided by vendor is in language other than English, it must be supported with its English translation.		- Vendor to confirm.

**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 the right to verify information / confirmation furnished, by asking additional documents, proofs/ Mill's visit etc.
3. The reference date will be the date of enquiry.
4. For P.O submitted for point no 2 above, Vendor to provide Contact details such as mail id, address and contact numbers of mentioned customer for verification purpose.

Sign & seal of Vendor (Name, Email id and Contact number of Vendor)

**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:**

- 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 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.**
  - d) 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.
5. **Delivery Period:** BHEL's preferable delivery requirement shall be 60 days from date of Purchase Order and bidders are requested to consider the same while quoting their contractual delivery period in annexure – II.
6. **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 as per clause 9 of GTC BP 200102. 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 indigenous bidders:** 100% payment in 90 days of receipt (45 days for MSE including NSIC/ Udyog Aadhar/Udyam registered suppliers as per relevant act in force), subject to acceptance of material at BHEL, on direct presentation of the documents. Any deviation from the above payment terms, if accepted by BHEL, shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.

**For foreign bidders:** 100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90th day of B/L / AWB. Any deviation from the above payment terms, if accepted by BHEL, shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation 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.
8. **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.
9. **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.
10. **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.
11. **Taxes & Duties:**
  - (a) Imports: The offered prices shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF price.
  - (b) Indigenous Purchase-Vendors to comply with all statutory provisions as may be applicable at the time of despatch/sale. Any additional financial liability to BHEL on account of non-compliance by vendors shall be borne by them and shall be adjusted / recovered from the vendors. TDS , as applicable, shall be recovered from the vendors' bill.

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.

12. **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.
13. **Short closure:** BHEL reserves right to short close the contract for quantities.
14. 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.**
15. **Fraud prevention policy:** Fraud prevention Policy of BHEL is to be complied with (attached).
16. **Integrity Pact:**

- a) 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.

Sl. no.	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 (Ret.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

- b) 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.
- c) 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.
- d) 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.

17. Compliance to **MAKE IN INDIA** circular issued by Gol:

Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020.

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 “

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

24. In addition to above, any Government of India (Gol) circulars issued from time to time affecting any of the above clauses shall supersede that condition of the tender.
25. Declaration (annexure – E) by vendor about the participation of sister concerns in tender enquiry.
26. BIS License for supplying Mill – BIS certification is mandatory for Steel Plates supplying mill as per .Steel and Steel Products (Quality Control) Order, 2024 S.O. 574(E) dated on 5th February, 2024. Supplying mill should have valid & operational BIS license on the date of supply for respective grades.

NOTE: Only if offers are in line with steel quality control orders (as per the latest amendments), further evaluation and price bid opening shall be done..

27. 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:

<b>Name:</b>	Dharmendra Singh	Harsh Asudani
<b>Designation:</b>	AGM	Dy. Manager
<b>Department:</b>	CMM – Steel	CMM - Steel
<b>Contact details:</b>	+91 755 – 250 3360	+91 755 – 250 5964
<b>Email:</b>	<a href="mailto:dharmendra2000@bhel.in">dharmendra2000@bhel.in</a>	<a href="mailto:harshasudani@bhel.in">harshasudani@bhel.in</a>

**Techno – commercial format for E1443023 – Various sizes of 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 all clauses 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. 7 of annexure – I.				YES
9	Acceptance to payment terms as per point no. 7 of annexure – I.				To be specified
10	Acceptance to all the clauses of BP200102A which are not covered in annexure – I.				YES
11	Acceptance to inspection terms as per point no. 9 of annexure – I.				YES
12	HSN code & percentage of GST applicable				(HSN code and percentage of GST applicable to be specified by the bidder)
13	Confirmation of offer validity till 90 days from date of bid part – 1 opening.				YES
14	Submission of Integrity pact as detailed in sl.no. 16 of annexure – 1.				YES – If 'No' your bid is liable for rejection
15	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 Govt)
16	Acceptance to all the points of Annexure – D (model conciliation clause annexure)				YES – If 'No' your bid is liable for rejection
17	Submission of annexure – E declaring sister concerns participating in this tender.				YES – If 'No' your bid is liable for rejection
18	Furnished valid & operational BIS license on the date of supply for respective grades				YES
19	Quoted for sheets as per point no. 2 of annex. - I	It no.	Item description	Qty in MT	Quoted / Not quoted
		1	1.0 X 402 MMX 2351 MM LONG MAG. STEEL SHEET	55	YES / NO
		2	2.0 MM X 703 MM X 1900 MM LONG MAG. STEEL SHEET COLD ROLLED	220	YES / NO

***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)

**MAKE IN INDIA format (to be filled by OeMs of the participating bidders)****BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL****MATERIAL MANAGEMENT – STEEL DIVISION**

*For this Procurement, Government of India Public Procurement (Preference to Make in India), Order 2017 with its amendments and subsequent Orders issued by the respective nodal ministries shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.*

*As per the Provisions of this order, please submit a **self-certification complying with the conditions below on company letterhead duly signed by competent authority.***

I \_\_\_\_\_, hereby declare on behalf of M/s. \_\_\_\_\_ that we are participating in the Enquiry No. \_\_\_\_\_ floated by BHEL, Bhopal (MP), India and shall comply with following:

1. Public Procurement (Preference to Make in India), Order 2017 *with its amendments* and subsequent Orders issued by the respective nodal ministries shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

(a) A supplier will be treated as “**Class-I Local Suppliers**”, if the items quoted by bidder have local content equal to or more than 50%.

(b) ‘**Local Content**’ means the amount of value added in India, which shall be total value of item quoted (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, **in percent**.

2. I hereby declare that our firm qualifies as “**Class-I Local Suppliers**”.

**a. The Local Content in the items quoted under this Enquiry is \_\_\_\_\_ Percent**

**b. Details of location(s) in India where this value addition shall be done, is/are as follows:**

- (a) \_\_\_\_\_  
 (b) \_\_\_\_\_  
 (c) \_\_\_\_\_

( \_\_\_\_\_ )

For M/s. \_\_\_\_\_

(Seal & Sign)

**DEVIATION SHEET**

<b>Deviation Details (if any)</b>		
<b>Sr. No.</b>	<b>Description</b>	<b>Reason for Deviation</b>
<b>1</b>		
<b>2</b>		
<b>3</b>		
<b>4</b>		
<b>5</b>		

**NOTES:**

1. Bidders are requested not to quote/upload any deviation from the Bid Document. In case any deviations are quoted, bidder's offer may not be considered for price bid opening.
2. In case of any Deviation against the bid document, deviations may be mentioned in the columns in the above table. Deviation mentioned elsewhere in the offered documents shall not be considered during evaluation
3. In case of No deviation against the bid document, Kindly mention "NIL Deviation" in the columns in the above format.