
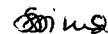


BHARAT HEAVY ELECTRICALS LIMITED HEAVY PLATES & VESSELS PLANT (HPVP) A Government of India Enterprises Visakhapatnam - 530 012 INDIA			Phone : +91(0891)6681204 & 6681498 E-Mail : sitrivedi@bhelviz.co.in or rksharma@bhelviz.co.in
NOTICE INVITING TENDER			
CATEGORY OF TENDER.: Open Tender (OT) Two Part-Bid System		Sub : SS PLATES	
Our Ref: MM/4/PP-11/W-085 /5085		Date : 09.07.15	
Sub: SUPPLY OF SS Plates			
Sealed Quotations are invited in OPEN TENDER(OT) with Two Parts bid system i.e. a) Technical Bid along with Un priced Bid(In duplicate) and b) PRICE Bid from Supplier/Stockiest/Trader who can supply plate of make M/s. SAIL, M/s. Jindal Stainless Steel, M/s. Acroni D.O.O, M/s. BGR Iron & Steel Co. Pvt. Ltd , M/s. Outokumpu India Pvt. Ltd, M/s. Shah Alloys Ltd for the above subject material. Sealed Quotations shall be submitted strictly in compliance with all Technical Delivery Conditions (TDC) and Commercial Terms & Conditions (CTC) attached herewith.			
TENDER DOCUMENTS CAN BE DOWN LOADED FROM WEB SITE			
(www.bhelviz.co.in/tender/purchase).			
NOTE: Email/Fax offers are not accepted, ONLY SEALED QUOTATIONS ARE INVITED. The sealed Quotation shall be submitted super scribing Tender Ref. , Due Date & Category i.e. Technical or Price Bid. And category of tender to reach us ON or/ BEFORE TIME: 2.00 PM Dt: 16.07.15 . The quotations/Tenders received after due date & time shall not be Considered. In case any supplier is not in a position to submit the Quotation as per Technical Delivery Conditions (TDC) and Commercial Terms & Conditions (CTC) may submit REGRET letter. ALL CORRIGENDA, ADDENDA, AMENDMENTS, TIME EXTENSION, CLARIFICATION etc TO THE TENDER WILL BE HOSTED ON ABOVE WEBSITE www.bhelviz.co.in/tender/purchase. BIDDER SHOULD REGULARLY VISIT THE WEBSITE TO KEEP THEMSELVES UPDATED.			
ITEM No.	DESCRIPTION/ SPECN./ SIZE	Qty., (Nos)	
A)	SS PLATE to SA240TP304 & SA240TP310S as per details mentioned in Annexure-III enclosed along with enquiry. Pre Qualification Creteria / Eligibility Criteria : i) Experience & Past performance in executing similar type of material under TPI for last 2 year(PO copies & performance certificate preferably from PSU reckoned as supporting Document.) ii) Financial Standing through Latest I.T.C.C , Annual report(Balance Sheet , Profit & Loss account) of last 3 Years . iii) Valid ISO 9001 certificate & Acceradation with Validity True Copy Duly Notarized or attested by Gazetted Officer . iv) PAN No & TIN No. details.	As per Annexure-III attached.	
B)	Technical Delivery Conditions (TDC) : Please refer Annexure-III[Page 7 of] Material shall meet Material Specification requirements as per code. Material should comply TDC & material required specification grade. Mill TC with Lab report & inspection certification. Guarantee certificate etc to be submitted with the dispatch of material.		
C)	Inspection :By BHEL: For BHEL Inspection Supplier need to register ON LINE for offering for Inspection on BHEL Web site (www.cqir.bhel.in). Supplier should also inform us vide mail regarding Readiness of material & informing to carry out inspection. Inspection charges to BHEL A/c.		
D)	Offer Validity: Shall be for a period of two months from the Due Date.		
E)	Desirable delivery: Ready Stock or 2 Weeks Weeks (FOR BHEL HPVP) Including Inspection & Testings from the date of LOI/PO.		

For BHEL, Heavy Plates & Vessels Plant

Manager (MP-RM)



Enquiry No. MM/4/PP-11/W- 085 / 5085

Dt 09.07.15

F) **Payment Terms:** Payment will be made within 45 days from the date of receipt and acceptance of materials. **Offers with payment against Performa Invoice are liable to be rejected.**
Loading Criteria: Interest @ 24% P.A shall be computed for the differential Period between BHEL terms of payment and that offered. This loading criterion is also applicable for imported materials.

G) BHEL-IIPVP reserves the right to go for RA(reverse Auction) instead of opening the sealed envelope price bid. This will be decided after techno commercial evaluation of offers. All participating Bidders to give their acceptance for participating in RA as per Annexure – IV enclosed. Non acceptance to participate in RA may result in Non consideration of their bids, in case BHEL decides to go for RA.
 In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to submit 'On line sealed Bid'. Non submission of 'Online Sealed Bid' by bidder will be considered as tampering of the tender process and will invite action by BHEL as per extent guidelines in Vogue.

H) **NOTE: SPECIAL PROVISION FOR MICRO AND SMALL ENTERPRISES(MSE)
 APPLICABLE FOR INDIAN MANUFACTURER ONLY:**

i) As per the public procurement policy notified by the Central Government, Micro & small Enterprises (MSE) participating in the tender, quoting Price within Price band of L1 + 15 % will be allowed to supply a portion of requirement subject to acceptance of L1 price in a situation where L1 price is from someone other than a Micro & small enterprise & such Micro and small Enterprise shall be allowed to supply up to 20% of Quantity. In case of more than one such MSE, the supply shall be shared proportionately.

ii) 20% of the tendered quantity is earmarked for MSE suppliers in this tender.

iii) **Special provision for Micro and Small Enterprises owned by SC or ST:**

Out of 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs.

iv) MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five Years from the date of issue of acknowledgement in EM-II) OR valid NSIC certificate OR EM II certificate along with attested Copy of a CA certificate (Format enclosed as per Annexure –I where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited), Date to be reckoned for determining the deemed validity will be the date of bid opening (Part I in case of two part bid) . Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.

I) New Vendor (Manufacturer Only) willing to participate to this enquiry should Submit online SRF (Supplier registration format) thru online portal from www.bhel.com . After evaluation of SRF as per SEARP (Supplier evaluation & registration Procedure) , if supplier/vendor is qualified then their offer will be considered for future enquiry.

J) **Price Evaluation:** Price shall be considered on Landed Cost basis (Cost to BHEL + 10% Tax). Landed cost shall be worked out on price quoted including Freight, Excise Duty and GST tax after taking out CENVAT and VAT benefit, as applicable. The comparative statement shall be worked out on landed cost for itemwise/ overall package wise.

For BHEL, Heavy Plates & Vessels Plant

Manager (MP-RM)

[Signature]

1. The comparative statement of the price prepared on the reference date shall remain firm throughout the execution period. Any change in duty & tax structure during execution of the contract will not be considered for re-ranking of vendors.
2. The lowest price received against BHEL HPVP tender need not be commercially lowest price (L1) BHEL HPVP reserves the right to NEGOTIATE the same.
3. BHEL HPVP reserves the right/option to REFLOAT the tender if L1 price is not the lowest acceptable price to BHEL HPVP.

Offers shall be submitted in Two Part Bids:

K) **Part I: Technical & Un-Price Bid with commercial Terms & conditions**

Part II : Priced Bid

Above two bids shall be submitted in two separate sealed covers enclosed in a single cover and the same shall be sent by post/ Courier addressed to Sr. Manager (MM), BHEL HPVP Ltd.,/ Visakhapatnam- 530012 (A.P), India, by super scribing our Enquiry No. MM/4/PP-11/W- 085 /5085 Date :09.07.2015, To be received ON/BEFORE TIME : 2.00 PM Dt 16.07.2015 .Any revised offer(s) sent by vendor on their own, after the tender opening, will be treated as " unsolicited Offer " such offers will not be considered.

OR

Above two bids enclosed in a single cover shall be dropped in the Tender Box placed at Reception, Administration building, BHEL HPVP Ltd, Visakhapatnam 530 012.

Any revised offer(s) sent by vendor on their own, after the tender opening, will be treated as " unsolicited Offer " such offers will not be considered.

In any case, the offer should be submitted on or before the time and due date. Late offer shall not be entertained/

Commercial terms and Conditions: Annexure-IIA for Indigenous supplier & Annexure-IIB for foreign supplier Enclosed.

Vendor shall submit Categorical Confirmation on Special Terms and Conditions enclosed to the Enquiry. The offers of those Vendors who do not comply with all the Clauses of Commercial Terms and Conditions in total are liable to be Rejected.

Bid opening : Technical & un priced Bid will be opened in public on tender Due date provided sufficient Bidders offers are received .

Price bid will be opened in public for QUALIFIED BIDDERS WITH PRIOR INTIMATION OF DATE & TIME OF OPENING BID.

Contd.. 4/-

For BHEL, Heavy Plates & Vessels Plant

[Signature]
Manager (MP-RM)

[Signature]

COMMERCIAL TERMS AND CONDITIONS (For Indigenous Supplier)

OUR ENQ NO: MM/4/PP-11/W- 085 /5085 SUPPLIER OFFER REF :

VENDOR SHOULD INVARIABLY ENCLOSE THIS FORMAT DULY FILLED TO THE QUOTATION. OTHER WISE, THE OFFER IS LIABLE TO BE REJECTED.

BHEL HPVP REQUIREMENT	VENDOR COMMENTS
1. Vendor should categorically indicate confirmation of all the points of Technically delivered condition and commercial term and Condition with signature and stamped at the bottom of each document and submit the same along with Un-priced technical Bid. Offer of those who do not confirm compliance of all terms and condition are likely to be rejected.	
2. Vendor should confirm that no deviations in the tech. specifications, delivery conditions etc., will be asked if order is placed.	
3. Vendor should confirm that the quoted prices should be firm without any variations till the end of complete execution of order. NO REVISION OF PRICES WILL BE ENTERTAINED AFTER TENDERS ARE OPENED.	
4. Vendor should confirm that any statutory variations in the rate of taxes / duties will be applicable only within the contractual delivery period.	
5. YOUR OFFER SHOULD INDICATE THE FOLLOWING: 1. Price Basis : F.O.R (BHEL-HPVP, Vizag) 2. Packing & Forwarding Charges (To be included in the offered Price) 3. Transit Insurance(To be included in the offered Price) 4. Testing Charges(To be included in the offered Price) 5. Delivery to be confirmed as per NIT (As Per page 1 of 1) 6. Mill, Product make to be indicated in the offer. 7. Payment terms as per NIT. 8. ED to be indicated clearly 9. CST/VAT to be indicated clearly. 10. Prequalification Criteria/Eligibility Criteria supporting Document to be enclosed	1. 2. 3. 4. 5. 6. 7. 8. 9. 10.
6. L.D. CLAUSE: Delivery is the essence of this contract. In the event of your failure to ship the materials with in the stipulated delivery period LD @ 1/2% per week of delay to a max of 5% on total order value will be applicable. In case of delay, you should deduct applicable L.D and negotiate the documents through bank for balance amount only.	
7. Rejected materials if any after receipt of material at our end shall be replaced by Supplier at free of cost(inclusive of all testing , inspection ,TPI, service charges etc) up to destination immediately without any extra freight from defect notification date.	
8. VALIDITY OF QUOTATION: 60 Days from the Technical Bid Opening.	
9. BHEL HPVP reserves the right to Reduce / Increase the quantities mentioned in the enquiry. Vendor shall agree to accept Item wise order / Part Quantity of each item / Part Order.	

10.	BHEL reserve the right to negotiate and Refloat the tender if the lowest Offered price is not found competitive.	
11.	BHEL HPVP reserves the right to cancel the Enquiry / Tender at any stage without assigning any reasons thereof. And BHEL HPVP reserves the right to reject or accept one or any offer without assigning any reason.	
12.	RISK PURCHASE: The Delivery Period stated in the order should be realistic and should be strictly adhered to. If the deliveries are not maintained and on the account as per order this company is forced to buy the materials else where any loss or damage that company may sustain their by the purchaser is entitled to procure the material at the risk and cost of the seller.	
13.	ARBITRATION: Not with standing any thing contained in any document what so ever, all questions, matters, disputes and claims relating to and arising out of this contract, shall be referred to sole arbitrator, who shall be appointed by the Head of the Unit, BHEL HPVP, Visakhapatnam at his sole discretion. Such appointment of arbitrator shall not take place unless and until a written request for appointment of arbitrator from any of the parties to the contract has been received by the Head of the Unit as aforesaid. The arbitrator shall give his reasoned award. It is a term of this contract that no person other than a person appointed by Head of Unit as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitrator at all. The venue of arbitration shall be such place as may be fixed by the arbitrator at his sole discretion .The award of arbitrator shall be final, conclusive binding on all parties to the contract.	
14.	JURISDICTION: Not out of this contract including that arise out of arbitration and bank guarantees, shall be initiated, filed and tried only in the courts, tribunals and forums, situated at and having territorial jurisdiction over Visakhapatnam even though such jurisdiction also vests in courts, tribunals & forums situated elsewhere in the country .	
15.	As per the Instructions from Government of India Ministry of Industry vide Ref.No:6(3) / 89 - Fin - III Dated.11 April 1989, the Indian agent of Foreign suppliers should furnish a copy of his valid agreement with the supplier indicating the details of commission payable either in foreign currency or in Indian Rupees.	
16.	INSURANCE: By supplier only.	
17.	Supplier Should guarantee against all design ,manufacturing and for performance for a period of 18 month from the date of Last dispatch or 12 months from date of Commissioning which ever is earlier.	
18.	Incase of order, Price should be firm till execution of order.	
19.	No overdue Interest will be payable by BHEL to either supplier or His Bankers.	

Annexure - I

Certificate by Chartered Accountant on letter head

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 investment of the company as per the latest audited financial year 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 8, 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

(Strike off whichever is not applicable)

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.

The company has been graduated from its original category (Micro/ Small) (Strike on which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant



Annexure-III FOR ENQUIRY NO.5085 DT 09.07.2015 Page No. 7 of 10

REQUIREMENT OF SS PLATE AS UNDER

Sl. No	SIZE	Qty (In Kgs)	TDC No.	Inspection
SS PLATE TO MATL. SPECN SA 240 TP 304 ACCORDING TO ASME SEC-II PART A 2013				
1	14X1250X6000-4 Nos	3314	PSO43	BHEL
SS PLATE TO MATL. SPECN SA 240 TP 310S ACCORDING TO ASME SEC-II PART A 2013				
2	6X1250X4000-7 Nos	1659	Mill TC Required	BHEL
Total		4973		

Note :a) ANNEXURE-III & TDCS DULY SIGNED & STAMPED ENCLOSED WITH YOUR OFFER AS TOKEN OF YOUR ACCEPTANCE.

b) Unit Price shall be quoted on Rs./Kg basis only.



TECHNICAL DELIVERY CONDITIONS FOR PURCHASE OF
STAINLESS STEEL PLATES AND SHEETS.

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BHPV
PS 0-5
SHEET 10

E C S

NOTE : This standard specifies the Technical Delivery Conditions for Purchase of Stainless Steel Plates and Sheets. The material shall strictly conform to these requirements in addition to the standard specified in the Purchase Order in all respects.

1.0 General :

1.1 The plates shall be free of scales and rolled in the direction of length specified and shall be supplied in heat treated condition as specified below :

1.2 Condition of supply : Heat treated, pickled and passivated condition as per specification.

1.3 The plates shall be supplied with flame cut edges with tolerances as per specification. The surface finish of S.S. sheets below 2 mm thickness shall be No: 2B finish and all other thickness shall be No: 1 finish as per ASTM A 480, unless otherwise specified in the Purchase Order.

1.4 Each S.S. plate above 30 mm thick, shall be satisfactorily Ultrasonically tested over the entire surface as per ASTM A 435 with a square grid of 200mm and certified by the Inspector.

1.5 Inspection : As per Purchase Order.

1.6 Test Certificate : The material shall be furnished with Manufacturers Test Certificate (6 copies) attested by the Inspector. The Test Certificate shall contain the mechanical properties of the material in the as supplied condition attested by the Inspector. All optional tests below have to be certified. The Test Certificate should be sent by Air Mail at the time of despatch of the material so as to reach us in advance for scrutiny and inspection at the time of receipt of the material.

1.7 Marking : Inspectors Symbol, Purchase Order Number and Lot Number is to be done by stencilling.

1.8 Packing : S.S. Plates & Sheets shall be packed in crates with polythene covers.

CONTROLLED

PPD & FINLD BY		APPROVED BY		RELEASED BY	
SUB COMMITTEE	TDC	DIV. STDS. COMMITTEE	FOR	STANDARDS SECTION	
Stainless Steels		Purchase Order		BHPV LTD. VISAKHAPATNAM	
CHAIRMAN	<i>[Signature]</i> 79-08-28	CHAIRMAN:	<i>[Signature]</i> 79-08-29	DATE:	79-08-29

BHPV LTD. VISAKHAPATNAM
PS 0-5



6.0 *Optional tests required :

- 6.1 The plates shall be impact tested, the method of test and test values shall generally be as per UG 34 of ASME Sec. VIII Div-1 (latest). Test temperature shall be as per the relevant material specification unless otherwise specified.
- 6.2 Unless otherwise specified in the specification for S.S. Sheets where the thickness is less than 2.5 mm bend test is to be conducted with radius equal to half the thickness and no cracks shall be seen.
- 6.3 Corrosion test as per ASTM A 262 practice B (for S.S. 316 Ti-same as 316).
- 6.4 Corrosion test as per ASTM A 262 practice C (for S.S. 316 Ti same as 316).
- 6.5 Elevated temperature of Y.P. and UTS the temperature and test results shall be as per Purchase Order.

Note : *Optional tests required shall be indicated in the Purchase Order.

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KIC/-

COMPANY

OUR ENQ NO: MM/4/PP-11/W- 085 /5085 DATED: 09.07.15

ANNEXURE-IV
GENERAL TERMS AND CONDITIONS OF RA (REVERSE AUCTION)

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid" in the Reverse Auction. Non-submission of „online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL"s standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as *per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

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