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**BID DETAILS** 

**TECHNICAL EVALUATION** 

FINANCIAL EVALUATION

**BID AWARDED** 

1. Bid Details

Your corrigendum has been published successfully. (https://bidplus.gem.gov.in/buyerbid-finalization/2817901)

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Bid Number: GEM/2021/B/1646986 (/showbidDocument/2817901)

Bid Status: Active

Bid Start Date / Time: 03-11-

Bid End Date / Time: 13-11-

Consignees/Reporting

Quantity: 1800

2021 11:38:28

Officer / Delivery Location(S)

Bid Life Cycle (From Publish

2021 15:00:00

Date): 90 (Days)

Bid Validity (From End Date):

Bid Opening Date / Time: 13-

80 (Days)

11-2021 15:30:00

Competent Authority
Document: View

**Buyer Details** 

Name: Barna Bhattacharjee

Address: WEST BENGAL,India,DJ - 9/1 ,Karunamoyee , Sector 2 , Salt Lake,700091,033-23398225-,Buycon977.Bhelb .Wb@Gembuyer.In,Barna Bhattacharjee,NORTH 24 PARGANAS Ministry: Ministry Of Heavy Industries And Public Enterprises

**Department**: Department Of Heavy Industry

Electricals Limited (Bhel)

Organisation: Bharat Heavy

Office: 10210015-Pser

Corrigendum Details

Modified On: 2021-11-03

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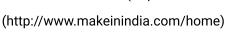
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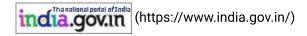
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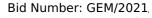


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#### **Bid Corrigendum**

#### GEM/2021/B/1646986-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Condition

## **Buyer Added Bid Specific Additional Terms and Conditions**

1. Buyer Added text based ATC clauses

#### **Annexure-A**

Buyer's specific requirement : Supply of 1800 MT Steel Sections (TMT) to 1X0 U#5, Sagardighi Extension Project, Murshidabad, West Bengal.

## 1. PRE-QUALIFYING REQUIREMENTS:

SL NO	CRITERIA
1.0	FINANCIAL CRITERIA:
	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF <b>RS 281.55 LACS</b> DURING THE LAST THREE YEARS, ENDING ON 31-03-2021 OR CORRESPONDING FINANCIAL YEAR FOLLOWED BY THE BIDDER AND SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT FOR LAST THREE FINANCIAL YEARS, IN SUPPORT OF THE SAME.
	IN CASE AUDITED BALANCE SHEET AND PROFIT AND LOSS ACCOUNT HAVE NOT BEEN SUBMITTED FOR ALL THE THREE YEARS AS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.
	IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS,

	FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.
2.0	TECHNICAL CRITERIA:
2.1	THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF SUPPLYING OF REINFORCEMENT STEEL/TMT TO GOVT / PSU/ REPUTED ORGANISATIONS IN LAST THREE YEARS AS ON LAST DATE OF BID SUBMISSION.  RELEVANT DOCUMENTS IN SUPPORT OF THE SAME TO BE SUBMITTED.
2.2	THE BIDDER SHOULD HAVE VALID LICENSE FOR MANUFACTURING OF REINFORCEMENT STEEL / TMT BAR .  SUPPORTING DOCUMENTS NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.
3.0	BIDDER SHOULD SUBMIT VALID PAN OF INDIA.

### **NOTES**

А	CONSIDERATION OF BIDDER IS SUBJECT TO CUSTOMER'S APPROVAL ACCEPTANCE.					
В	CONSORTIUM / JV BIDDING IS NOT ALLOWED.					
С	MATERAL TEST CERTIFICATE SHOULD BE SENT ALONG WITH THE SUPPLY.					

## 2. **SCOPEOFWORK**:

- a) Supply of TMT bar (8,10,12,16,20,25,28 & 32 mm dia) to BHEL PSER, 1 Sagardighi Unit-5 project site on F.O.R. Destination basis
- b) Unloading of materials at Destination/Site shall be in the BHEL's scope. demurrages on account of delay in unloading due to improper packing, non-a of proper dunnage, not adhering to the tender conditions and other reasons at to supplier, shall be on supplier's account only.

### 3. TAXES AND DUTIES:

3.1 The contractor shall pay all taxes, fees, license, charges, deposits, dutie royalty, commissions, other charges, etc. which may be levied on the input services consumed and output goods & services delivered in course of his o in executing the contract. In case BHEL is forced to pay any of such taxe BHEL shall have the right to recover the same from his bills or otherwise as fit. However, provisions regarding GST on output supply (goods/serv TDS/TCS as per Income Tax Act shall be as per following clauses.

### 3.2 GST (Goods and ServicesTax)

- 3.2.1 GST as applicable on output supply (goods/services) are in contractor's/supplier's scope; therefore, contractor's/supplier's price/ rates inclusive of GST. Reimbursement of GST is subject to compliance of following and conditions. BHEL shall have the right to deny payment of GST and to any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of the following condition.
- 3.2.2 Contractor has to submit GST registration certificate of the concerned state.

  Contractor also needs to ensure that the submitted GST registration ce should be in active status during the entire contract period.
- 3.2.3 TDS as applicable under GST law shall be deducted from contractor's bill.
- 3.2.4 Contractor shall comply with the provisions of e-way bill wherever applica

Further wherever provisions of GST Act permits, all thee-way bills, road etc.required for transportation of goods needs to be arranged by the contra

- 3.2.5 In the event of any ambiguity in GST law with respect to availability credit of GST charged on the invoice raised by the contractor or with respe other matter having impact on BHEL, BHEL's decision shall be final and onthe contractor.
- 3.2.6 In case the vendor is not required to prepare invoice in terms of Rule 48(4), a declaration regarding the same to be submitted along with the invoice.

#### 3.3 IncomeTax:

**TDS U/S 194Q** as applicable under IncomeTaxAct,1961or rules made there shall be deducted from contractor's bill.

## 4. MODEOFDISPATCH&ROADPERMIT:

Mode of dispatch: Mixed

E-waybill / road permit (if applicable) to be arranged by supplier.

- **5. QUANTITY TOLERANCE:** +/- 10%.
- **6. WEIGHMENT TOLERANCE:** 70 kg per trailer load .

#### 7. PAYMENTTERMS:

- (a) 100% C.P.T .price Excluding GST(on 100% C.P.T./F.O.R .Value) shall be released 10-15days after receipt & acceptance of materials at site and submission of documents:
  - 1. GST Compliant Invoice(10riginal+2Copies);
  - 2. Copy of Manufacturer's Test Certificates;
  - 3. LR Copy.
- (b) GST portion of invoice shall be released only upon :-
- (i) such invoice appearing in GSTR-2A of BHEL on filing of valid returns by vendor as per GST law with prescribed for availing ITC by BHEL, and
- (ii) receipt of goods / services and Tax invoice by BHEL, and
- (iii) confirmation of payment of GST thereon by vendor on GSTN portal.
- (c) (i) Alternatively, BG of appropriate value may be obtained from vendor which shall be valid for atleast after, the confirmation of date of payment of GST by vendor on GSTN portal, or receipt of goods/services invoice by BHEL, whichever is later.
- (ii) Above is subject to receipt of goods/service and tax invoice thereof alongwith such invoice appearing of BHEL on filing of valid returns by vendor as per GST law within timeline prescribed for availing ITC by I
- 8. DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL (Billing Documents): The following documents are required with dispatch:
  - **1.** Original Tax Invoice.
  - 2. Copy of LR.
  - 3. Test Certificate.
- 9. Consignee Details:

Construction Manager, BHARAT HEAVY ELECTRICALS LIMITED 1X660 MW Sagardighi, Unit#5 Project, a/c BHEL, PO – Monigram, PS – Sagardighi, Dist.-Murshidabad, PIN : 742237, West Bengal

## 10. Portal Address & Email Address:

pratap\_sarkar@bhel.in

# 11. Golden Parameters:

# **Technical Parameters for TMT Procurement from GeM for 1X660 SAGARDIGHI PROJECT**

SL NO	DESCRIPTION	VALUES							
		8 mm	10 mm	12 mm	16 mm	20 mm	25 mm	28 mn	
1	Strength Grade Of Steel Bars And Wires.	FE 500/500D							
2	Nominal cross-Section Area Of Individual Bars:: Wires (Sq. MM)	50.3	78.6	113.1	201	314.3	491.1	616	
3	Nominal Length Of Steel Bars (Metres)	12							
4	Type Of Steel (e.g. Killed/Semi-killed)	Semi-killed / Killed							
5	Type Of Raw Material (e.g. virgin/any)	Virgin							
6	Process Of Manufacture Of Steel	Hot rolled steel with controlled cooling and tem							
7	Nominal Mass Per Meter Of Individual Bars:: Wires(Kgs)	0.395	0.617	0.888	1.579	2.47	3.85	4.83	
8	Nominal Sizes (Diameter) Of Bars:: Wires (Mm) (e.g. 8mm/ 10mm/ 20mm etc)	8	10	12	16	20	25	28	

# 12. **INPUT DETAILS FOR INVOICE**:

DETAILS	CUSTOMER NAME [INVOICED TO]	CONSIGNEE NAME [ SHIPPED TO]	PAYING AUTHORITY <sup>1:</sup>	3.	<u>OI</u>
Address Line	Bharat Heavy Electricals Limited	Construction Manager	AGM / FINANCE		
Address Line 2	1X660 MW Sagardighi, U # 5 Project A/c - BHEL	1X660 MW Sagardighi, U # 5 Project A/c - BHEL	BHARAT HEAVY ELECTRICALS LIMITED		
Address Line 3	P.O. Monigram	P.O. Monigram	D/J- 9/1, SECTOR-II		
Address Line 4	PS - Sagardighi,	PS - Sagardighi,	SALT LAKE CITY		
Address Line 5	Dist Murshidabad	Dist Murshidabad	KOLKATA		
PINCODE	742237	742237	700091		
STATE	West Bengal	West Bengal	WEST BENGAL		
COUNTRY	India		INDIA		
CONTACT PERSON	Mr. Anuruddha sarkar				
DESIGNATION	Dy. General Manager (Purchase)				
IT PAN NO	AAACB4146P				
GST registration no	19AAACB4146P1ZC	19AAACB4146P1ZC			

PRECEDENCE:

In case of contradiction / conflict, the order of precedence shall be in the order as per below;

- a) Buyer specific ADDITIONAL TERMS AND CONDITIONS against GeM Bid issued (ANNEXURE-A)
- b) GeM Bid
- c) General Terms and Conditions on GeM.

\*\*\*\*\*\*\*

- 2. Scope of supply (Bid price to include all cost components): Only supply of Goods
- 3. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibilit regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to 1 maximum of quoted GST %.
- 4. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to uploa copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file
- 5. Bidder shall submit the following documents along with their bid for Vendor Code Creation:
  - a. Copy of PAN Card.
  - b. Copy of GSTIN.
  - c. Copy of Cancelled Cheque.
  - d. Copy of EFT Mandate duly certified by Bank.
- 6. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy availal Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
  - i) The Seller fails to comply with any material term of the Contract.
  - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated D Period or such inability otherwise becomes apparent.
  - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
  - iv) The Seller becomes bankrupt or goes into liquidation.
  - v) The Seller makes a general assignment for the benefit of creditors.
  - vi) A receiver is appointed for any substantial property owned by the Seller.
  - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchas the Seller.
- 7. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid ATC and Corrigendum if any.
- 8. Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab Results of the Lab will be the Sole Criteria for Acceptance of the Item.
- 9. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as def Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Min Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case o supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterespect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documen evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for per 25% of total value.

10. Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be gove PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accor bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed L applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or sub India giving the percentage of local content is also acceptable. In case office or subsidiary in India does Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practice accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procurin shall be submitted along with each invoice raised. However, the % of local content may vary with each while maintaining the overall % of local content for the total work/purchase of the pro-rata local conter requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Atl with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking s a part of the contract.
- 11. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for experience criteria:
  - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoicene executed.
  - b. Execution certificate by client with order value.
  - c. Any other document in support of order execution like Third Party Inspection release note, etc.

## **Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its out consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by t such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in Incommondating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of b any reference of conditions published on any external site or reference to external documents / clauses shall also be void.

\*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

This Bid is also governed by the General Terms and Conditions