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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/buyer-bid-finalization/2817901) 

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

| | | |
|--|---|---|
| Bid Status: Active | Bid Start Date / Time: 03-11-2021 11:38:28 | Consignees/Reporting Officer / Delivery Location(S) |
| Quantity: 1800 | | |
| Bid Life Cycle (From Publish Date): 90 (Days) | Bid End Date / Time: 13-11-2021 15:00:00 | |
| Bid Validity (From End Date): 80 (Days) | Bid Opening Date / Time: 13-11-2021 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**Organisation:** Bharat Heavy
Electricals Limited (Bhel)**Office:** 10210015-Pser

Corrigendum Details

Modified On: 2021-11-03
16:54:04

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(<https://www.india.gov.in/>)

(https://assets-bg.gem.gov.in/resources/pdf/Application_Security_Test_Report_GeM_21122018.pdf)

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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 1X1 U#5, Sagardighi Extension Project, Murshidabad, West Bengal.

1. PRE-QUALIFYING REQUIREMENTS:

| SL NO | CRITERIA |
|-------|--|
| 1.0 | FINANCIAL CRITERIA : |
| | <p>BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF RS 281.55 LACS 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.</p> <p>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.</p> <p>IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS,</p> |

| | |
|-----|--|
| | 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

| | |
|---|---|
| A | CONSIDERATION OF BIDDER IS SUBJECT TO CUSTOMER'S APPROVAL / ACCEPTANCE. |
| B | CONSORTIUM / JV BIDDING IS NOT ALLOWED. |
| C | MATERIAL TEST CERTIFICATE SHOULD BE SENT ALONG WITH THE SUPPLY. |

2. **SCOPE OF WORK:**

- 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, duties, royalty, commissions, other charges, etc. which may be levied on the input services consumed and output goods & services delivered in course of his work in executing the contract. In case BHEL is forced to pay any of such tax BHEL shall have the right to recover the same from his bills or otherwise as may be fit. However, provisions regarding GST on output supply (goods/services) TDS/TCS as per Income Tax Act shall be as per following clauses.

3.2 GST (Goods and Services Tax)

3.2.1 GST as applicable on output supply (goods/services) are in the contractor's/supplier's scope; therefore, contractor's/supplier's price/ rates shall be inclusive of GST. Reimbursement of GST is subject to compliance of following conditions and conditions. BHEL shall have the right to deny payment of GST and to bear 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 certificate 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 applicable.

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

3.2.5 In the event of any ambiguity in GST law with respect to availability of credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the 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 Income Tax:

TDS U/S 194Q as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted from contractor's bill.

4. MODE OF DISPATCH & ROAD PERMIT:

Mode of dispatch : Mixed

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

5. **QUANTITY TOLERANCE:** +/- 10% .

6. **WEIGHT TOLERANCE:** 70 kg per trailer load .

7. **PAYMENT TERMS:**

(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(1Original+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 BHEL

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 I SAGARDIGHI PROJECT | | | | | | | | |
|---|--|--|------------------|------------------|------------------|------------------|------------------|------------------|
| SL NO | DESCRIPTION | VALUES | | | | | | |
| | | 8 mm | 10 mm | 12 mm | 16 mm | 20 mm | 25 mm | 28 mm |
| 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 | 4.8 |
| 8 | Nominal Sizes (Diameter) Of Bars:: Wires (Mm) (e.g. 8mm/ 10mm/ 20mm etc) | 8 | 10 | 12 | 16 | 20 | 25 | 28 |
| | | | | | | | | |

| | | |
|---|---|---------|
| 9 | Producer Type (e.g. Primary/Secondary) | Primary |
|---|---|---------|

12. **INPUT DETAILS FOR INVOICE:**

| DETAILS | CUSTOMER NAME [INVOICED TO] | CONSIGNEE NAME [SHIPPED TO] | PAYING AUTHORITY |
|---------------------|--|--|----------------------------------|
| Address Line 1 | 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 responsibility regarding. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to a maximum of quoted GST %.
4. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload 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 available to 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 Delivery 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 Purchase order with 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 and 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 defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If a bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary 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 as per 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 governed by PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. All bidders with Local Content less than or equal to 20% will be treated as “Non Local Supplier”. The prescribed Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the bid 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 subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not have an Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing 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 procurer) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall 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 Attorney with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall be 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 invoice have been 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 of the Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcomes and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the bidder such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India, mandating 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 the bid. 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](#)