

**Bid Corrigendum**

GEM/2021/B/1680469-C6

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

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

1. Buyer Added text based ATC clauses

**PRE-QUALIFICATION CRITERIA**

1. THE BIDDER SHOULD HAVE SUPPLIED FOLLOWING ITEM, WITH MINIMUM QUANTITY AS SPECIFIED BELOW, TO ANY GOVT/PSU/REPUTED ORGANISATIONS IN LAST THREE YEARS ENDING ON LAST DATE OF BID SUBMISSION.

SL.NO.	CHEMICALS NAME	QUANTITY
1.0	POLY ELECTROLYTE POWDERED FORM, CATIONIC	0.45 MT

ALL RELEVANT DOCS TO BE SUBMITTED IN SUPPORT OF THE ABOVE.

2. BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF Rs . **66560/-** DURING THREE (3) CONSECUTIVE FINANCIAL YEARS 2017-18, 2018-19 & 2019-20 OR ,THREE (3) CONSECUTIVE FINANCIAL YEARS 2018-19, 2019-20 & 2020-21.

BIDDER SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT FOR THE LAST THREE FINANCIAL YEARS, IN SUPPORT OF THE SAME.

IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR THAT THREE (3) CONSECUTIVE FINANCIAL YEARS 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 THE CHARTERED ACCOUNTANT.

**NOTE:**

1. CONSORTIUM BIDDING/JV BIDDING IS NOT ALLOWED.
2. IN CASE THE JOB IS UNDER EXECUTION/ONGOING JOB, THE VALUE OF EXECUTED PORTION OF THE JOB SHALL AT LEAST CORRESPOND TO THE RESPECTIVE VALUES SPECIFIED ABOVE EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED.

3. AFTER SATISFACTORY FULFILMENT OF ALL ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION & PARTICIPATION AS PER NIT & ALL OTHER TERMS OF TENDER.
4. BIDDER SHOULD SUBMIT VALID PERMANENT ACCOUNT NUMBER (PAN).
5. THE SUPPLIED QUANTITY MAY BE CONSIDERED AGAINST SINGLE/MULTIPLE PO TO MEET THE ABOVE PQ REQUIREMENT.

**Technical Specifications and SCC:**

1. Material shall be tested at a lab recommended by BHEL/Customer or consultant before dispatch. Sample collection for the same may be done in presence of Customer/BHEL. However, the concentration of all chemicals shall again be verified at site. In case concentration/quantity found lower/less as per the requirement, the successful bidder to replace the same within 05 days failing which BHEL reserves the right to procure the same at the risk & cost of successful bidder.
2. Test certificate along with manufacturing report containing manufacturing date, shelf-life period and expiry date shall be submitted for the issuing of MDCC.
3. MSDS, Test certificate, Manufacturing report to be furnished along with supply.
4. Dispatch is to be made on written confirmation and against Material Dispatch Clearance Certificate (MDCC) from BHEL-PMX/ SITE. Supply of the Chemicals at site is to be completed within 20 days of issue of MDCC. Material to be dispatched only after issuance of MDCC by BHEL. Supply may be done as per the Tentative Delivery Schedule.
5. Entire quantity shall be supplied through flakes in bag/packets.
6. Transit insurance shall be in Bidder's scope. Successful bidder shall submit copy of invoice, LR/RR/GR & packing list immediately after dispatch.
7. Shelf-life of chemicals should be one year from the date of receipt of Chemicals at site.
8. The scope of unloading is excluded from the scope of seller.
9. EVALUATION CRITERIA: "ALL INCLUSIVE TOTAL F.O.R SITE PRICE (i.e. Basic + Freight + Insurance) excluding GST" for all the items shall be considered for evaluation. The evaluation shall be done on "TOTALITY OF ALL THE ITEMS" basis. Vendor shall quote for all the item, otherwise the offer may be liable for rejection. GST, as applicable, shall be paid extra by BHEL.

**10. Terms of Payment:**

- (a) 100% FOR site price excluding GST shall be released within 10 days after receipt & acceptance of materials at site and on submission of GST invoice along with material receipted challan. For payment vendor shall submit Original Invoice along with receipted delivery challan to Purchase Dept, BHEL, PSER, KOLKATA.

(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 within timeline 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.

## **11. TAXES & DUTIES for GeM**

### **As per GeM GTC (General Terms and Conditions) if tender floated in GeM**

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

### **11.2 GST (Goods and Services Tax)**

11.2.1 GST as applicable on output supply (goods/services) are include in 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 terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.

11.2.2 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.

11.2.3 TDS as applicable under GST law shall be deducted from contractor's bill.

11.2.4 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.

11.2.5 In the event of any ambiguity in GST law with respect to availability of input 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.

11.2.6 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.

### **11.3 INCOME TAX:**

**T DS U/S 194Q** as applicable under Income Tax Act, 1961 or rules made there under shall be deducted from contractor's bill.\_

2. Scope of supply (Bid price to include all cost components) : Only supply of Goods
3. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address BHARAT HEAVY ELECTRICALS LIMITED Construction Manager, BHEL Site office C/o Executive Engineer (Construction stores Administrative Building) 2X660 MW suratgarh TPS Dist-Sriganganagar, Rajasthan-335805 india..
4. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
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. For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.
7. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
8. **Shelf Life:** The Product to be supplied must have minimum one year Shelf Life. On the date of supply, minimum one year usable shelf life should be available / balance.
9. 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 on the Seller.
10. Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.
11. 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 the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for 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 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.
12. 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 the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the

bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification 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 exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost 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 procuring company) 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 along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
13. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
14. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome 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 Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and 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](#)

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BID DETAILS

TECHNICAL EVALUATION

FINANCIAL EVALUATION

BID AWARDED

1. Bid Details

Your corrigendum has been published successfully.  
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Bid Number: **GEM/2021/B/1680469** (/showbidDocument/2854457)


<b>Bid Status:</b> Active	<b>Bid Start Date / Time:</b> 17-11-2021 15:08:37	Consignees/Reporting Officer / Delivery Location(S)
<b>Quantity:</b> 1500		
<b>Bid Life Cycle (From Publish Date):</b> 90 (Days)	<b>Bid End Date / Time:</b> 03-12-2021 16:00:00	
<b>Bid Validity (From End Date):</b> 75 (Days)	<b>Bid Opening Date / Time:</b> 03-12-2021 16:30:00	
<b>Competent Authority Document:</b> View		

Buyer Details

<b>Name:</b> Dibyendu Ghosh	<b>Ministry:</b> Ministry Of Heavy Industries And Public Enterprises	<b>Organisation:</b> Bharat Heavy Electricals Limited (Bhel)
<b>Address:</b> Buycon1811.Bhelb.Wb@Gembuyer.In,WEST BENGAL,700091,India,Dibyendu Ghosh,033-23398272-,NORTH 24	<b>Department:</b> Department Of Heavy Industry	<b>Office:</b> 10210015-Pser


PARGANAS,DJ - 9/1  
,Karunamoyee , Sector 2 ,  
Salt Lake

Corrigendum Details

**Modified On:** 2021-11-26 15:23:08       **Download**  
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**Modified On:** 2021-11-26 15:16:44      Bid extended to **2021-12-03 16:00:00**

Bid Opening Date : **2021-12-03 16:30:00**

**Modified On:** 2021-11-22 15:05:25       **Download**  
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**Modified On:** 2021-11-22 11:57:20      Bid extended to **2021-11-29 16:00:00**

Bid Opening Date : **2021-11-29 16:30:00**

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