

1. Bid Details

Your corrigendum has been published successfully.

Bid Number: GEM/2022/B/2053870

Bid Status: Active	Bid Start Date / Time: 21-03-2022 16:40:27	Consignees/Reporting Officer / Delivery Location(S)
Quantity: 889	Bid End Date / Time: 04-04-2022 17:00:00	
Bid Life Cycle (From Publish Date): 90 (Days)	Bid Opening Date / Time: 04-04-2022 17:30:00	
Bid Validity (From End Date): 80 (Days)		
Competent Authority Document: View		

Buyer Details

Name: Sameer Singh	Ministry: Ministry Of Heavy Industries And Public Enterprises	Organisation: Bharat Heavy Electricals Limited (Bhel)
Address: Buyer1328.Bhelb.Up@Gembuyer.In,DJ - 9/1 ,Karunamoyee , Sector 2 , Salt Lake,Sameer Singh,NORTH 24 PARGANAS,700091,India,WEST BENGAL	Department: Department Of Heavy Industry	Office: 10210015-Pser

Corrigendum Details

Modified On: 2022-03-28 17:12:49	Download
Modified On: 2022-03-28 15:34:39	Bid extended to 2022-04-04 17:00:00
	Bid Opening Date : 2022-04-04 17:30:00

- Cancel Bid
- Extend Bid
- Edit Terms
- Edit Pre Bid

Bid Corrigendum

GEM/2022/B/2053870-C3

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: procurement of Structural steel for 1X660 MW Sagardighi Unit-5 project.****1. PRE-QUALIFYING REQUIREMENTS:**

JOB	SUPPLY OF STRUCTURAL STEEL FOR 1X660 MW SAGARDIGHI UNIT-5 PROJECT.
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2.

SL NO	CRITERIA
1.0	FINANCIAL CRITERIA :
(a)	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF Rs. 185.44 LAKH 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 ABOVE MENTIONED FINANCIAL YEARS, IN SUPPORT OF THE ABOVE.

(b)	<p>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.</p> <p>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.</p>
(c)	
2.0	TECHNICAL CRITERIA:
2.1	<p>THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF SUPPLYING OF STRUCTURAL STEEL (PLATES OR ROLLED SECTIONS) TO GOVT / PSU/ REPUTED ORGANISATIONS IN LAST THREE YEARS AS ON LAST DATE OF BID SUBMISSION.</p> <p>RELEVANT DOCUMENTS IN SUPPORT OF THE SAME TO BE SUBMITTED.</p>
2.2	<p>THE BIDDER SHOULD HAVE VALID LICENSE FOR MANUFACTURING OF STRUCTURAL STEEL (PLATES OR ROLLED SECTIONS).</p> <p>SUPPORTING DOCUMENTS NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.</p>

3. 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.
D	BIDDER SHOULD SUBMIT VALID PAN OF INDIA.

2. SCOPE OF WORK:

Supply of Structural steel (CHANNEL, ANGLE & PLATE) for 1X660 MW Sagardighi Unit-5 project.

- a) Unloading of materials at Destination/Site shall be in the BHEL's scope. However, demurrages on account of delay in unloading due to improper packing, non-availability of proper dunnage, not adhering to the tender conditions & other reasons attributable 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, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in the 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 apply as per following clauses.

3.2 GST (Goods and Services Tax)

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

GST and to recover any loss to BHEL on account of tax, interest, penalty e for non-compliance of any 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 the e-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 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.

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 has been indicated in the indent.

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

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

6. **WEIGHTMENT 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 within 10-15 days after receipt & acceptance of materials at site and submission of following documents:

1. GST Compliant Invoice (1 Original + 2 Copies);

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 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.

(b)(i) Alternatively, BG of appropriate value may be obtained from vendor which shall be valid for atleast one month after, the confirmation of date of payment of GST by vendor on GSTN portal, or receipt of goods/service and Tax invoice by BHEL, whichever is later.

(ii) Above is subject to receipt of goods/service and tax invoice thereof alongwith 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

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
1X660 MW SAGARTDIGHI, U#5 PROJECT,
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 Structural steel Procurement from GeM for 1X660 MW SAGARDIGHI U#5 PROJECT

SL NO	DESCRIPTION	VALUE		
		Channel 125x65 mm IS 2062 E250 Gr.A (SK/K)	Channel 250x82 mm IS 2062 E250 Gr.A (SK/K)	Channel 300X9 mm IS 2062 E250 Gr.A (SK/I
1	Strength Grade Of Steel.	IS 2062 E 250 Gr. A	IS 2062 E 250 Gr. A	IS 2062 E 250 G A
2	SIZE OF THE SECTION (MM)	125X65	250x82	300X90
3	LENGTH (MM)	12000	12000	12000
4	Type Of Steel (e.g. Killed/Semi-killed)	Killed/Semi-killed	Killed/Semi-killed	Killed/Semi-kille
5	Process Of Manufacture Of Steel	Hot rolled	Hot rolled	Hot rolled
6	Producer Type (e.g. Primary/Secondary)	primary		

Technical Parameters for Structural steel Procurement from GeM for 1X660 MW SAGARDIGHI U#5 PROJECT

SL NO	DESCRIPTION	VALUE		
		Angle 50x50x6 IS 2062 E250 Gr.A (SK/K)	Angle 110X110X10 IS 2062 E250 Gr.A (SK/K)	Angle 130X130X10 I 2062 E250 Gr., (SK/K)
1	Strength Grade Of Steel.	IS 2062 E 250 Gr.A	IS 2062 E 250 Gr.A	IS 2062 E 250 Gr
2	SIZE OF THE SECTION (MM)	50x50x6	110X110X10	130X130X10

3	LENGTH (MM)	12000	12000	12000
4	Type Of Steel (e.g. Killed/Semi-killed)	Killed/Semi killed	Killed/Semi killed	Killed/Semi killed
5	Process Of Manufacture Of Steel	hot rolled	hot rolled	hot rolled
6	Producer Type (e.g. Primary/Secondary)	primary		

Technical Parameters for Structural steel Procurement from GeM for 1X660 MW SAGARDIGHI U#5 PROJECT

SL NO	DESCRIPTION	VALUE		
		MS Plate 20 mm IS 2062 E250 Gr. BR/K (size : 20x2500x12500 mm)	PI 25 mm IS 2062 E250 Gr BR/K, (Normalised rolling + Impact Test + UST A435) (25X2500X12500 MM)	PI 32 mm IS 2062 E250 Gr BR/K, (Normalised rolling + Impact Test + UST A435) (32X2500X12500 MM)
1	Strength Grade Of Steel.	IS 2062 E 250 Gr. BR	IS 2062 E 250 Gr. BR	IS 2062 E 250 Gr. BR
2	SIZE OF THE SECTION (MM)	20X2500	25x2500	32x2500
3	LENGTH (MM)	12500	12500	12500
4	Type Of Steel (e.g. Killed/Semi-killed)	Killed	Killed	Killed

5	Process Of Manufacture Of Steel	Hot rolled	Normalized Rolling	Normalized Rollir
6	Producer Type (e.g. Primary/Secondary)	primary		

Technical Parameters for Structural steel Procurement from GeM for 1X660 MW SAGARDIGHI U#5 PROJECT

SL NO	DESCRIPTION	VALUE		
		PI 36 mm IS 2062 E250 Gr C/K, (Normalised rolling + Impact Test + UST A435) (36X2500X12500 MM)	PI 45 mm IS 2062 E250 Gr BR/K, (Normalised rolling + Impact Test + UST A435) (45X2500X12500 MM)	PI 56 mm IS 2062 E250 Gr BR/K, (Normalised rolling + Impact Test + UST A435) (56X2500X12500 MM)
1	Strength Grade Of Steel.	IS 2062 E 250 Gr. C	IS 2062 E 250 Gr. BR	IS 2062 E 250 G BR
2	SIZE OF THE SECTION (MM)	36x2500	45x2500	56x2500
3	LENGTH (MM)	12500	12500	12500
4	Type Of Steel (e.g. Killed/Semi-killed)	Killed	Killed	Killed
5	Process Of Manufacture Of Steel	Normalized Rolling	Normalized Rolling	Normalized Rollir
6	Producer Type (e.g. Primary/Secondary)	primary		

Technical Parameters for Structural steel Procurement from GeM for 1X660 MW SAGARDIGHI U#5 PROJECT

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SL NO	DESCRIPTION	VALUE		
		Channel 400x100 mm IS 2062 E250 Gr.A (SK/K)	Angle 150x150x20 IS 2062 E250 Gr.A (SK/K)	PI 36 mm IS 2062 E250 Gr BR/K, (Normalised rolling + Impact Test + UST A435) (36X2500X1250 MM)
1	Strength Grade Of Steel.	IS 2062 E 250 Gr. A	IS 2062 E 250 Gr.A	IS 2062 E 250 G BR
2	SIZE OF THE SECTION (MM)	400x100	150X150X20	36x2500
3	LENGTH (MM)	12000	12000	12500
4	Type Of Steel (e.g. Killed/Semi-killed)	Killed/Semi-killed	Killed/Semi killed	Killed
5	Process Of Manufacture Of Steel	Hot rolled	hot rolled	Normalized Rollir
6	Producer Type (e.g. Primary/Secondary)	primary		

11. **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	1X660 MW Sagardighi, U # 5	1X660 MW Sagardighi,	Bharat Heavy Electricals

2	Project A/c - BHEL	U # 5 Project A/c - BHEL	Limited
Address Line 3	P.O. Monigram	P.O. Monigram	9/1-DJ, 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	INDIA
CONTACT PERSON	Mr. Anuruddha Sarkar		
DESIGNATION	DGM & HOS/PURCHASE		
IT PAN NO	AAACB4146P		
GST registration no	19AAACB4146P1ZC	19AAACB4146P1ZC	

12. ORDER OF PRECEDENCE:

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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. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the](#)
4. 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.
5. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
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 on the Seller.
7. 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.
8. 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 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 or 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.
9. 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.
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.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, 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](#)