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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/2754948>)

Bid Number: **GEM/2021/B/1589429** (/showbidDocument/2754948)

Bid Status: Active	Bid Start Date / Time: 11-10-2021 12:13:56	Consignees/Reporting Officer / Delivery Location(S)
Quantity: 45		
Bid Life Cycle (From Publish Date): 90 (Days)	Bid End Date / Time: 02-11-2021 15:00:00	
Bid Validity (From End Date): 80 (Days)	Bid Opening Date / Time: 02-11-2021 15:30:00	

Competent Authority**Document:** View

Buyer Details

Name: Barna Bhattacharjee**Address:** DJ - 9/1

,Karunamoyee , Sector 2 ,

Salt Lake,033-

23398225-,700091,India,Bar

na

Bhattacharjee,Buycon977.Bh

elb.Wb@Gembuyer.In,WEST

BENGAL,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: 2021-10-26
14:27:59 **Download**
(/bidding/buyer/showcorrigendumpdf/629852/2754948)**Modified On:** 2021-10-26
14:22:52Bid extended to **2021-11-02**
15:00:00Bid Opening Date : **2021-**
11-02 15:30:00**Modified On:** 2021-10-21
13:24:53Bid extended to **2021-10-28**
15:00:00

Bid Opening Date : **2021-10-28 15:30:00**

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Extend Bid

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Policies/Manuals (<https://gem.gov.in/support/buyers>)

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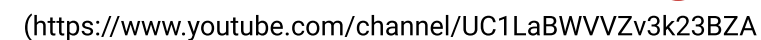
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Bid Corrigendum

GEM/2021/B/1589429-C5

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

Annexure-A

Buyer's specific requirement : SUPPLY OF 45 MT (angle 110X110X10) STRUCTURAL STEEL FOR FGD SYSTEM AT 3X660MW NORTH KARANPURA STPP,JHARKHAND.

1. PRE-QUALIFYING REQUIREMENTS:

SL NO	CRITERIA
1.0	FINANCIAL CRITERIA :
1.1	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF RS 6.66 LAKHS DURING THE LAST THREE YEARS, ENDING ON 31-03-2020 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.
1.2	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.
1.3	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.
1.4	BIDDER SHOULD SUBMIT VALID PAN OF INDIA.
2.0	TECHNICAL CRITERIA:
2.1	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. RELEVANT DOCUMENTS IN SUPPORT OF THE SAME TO BE SUBMITTED.
2.2	THE BIDDER SHOULD HAVE VALID LICENSE FOR MANUFACTURING OF STRUCTURAL STEEL. (PLATES OR ROLLED SECTIONS). SUPPORTING DOCUMENTS NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.

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 STRUCTURAL STEEL (ANGLE 110X110X10) FOR FGD SYSTEM AT 3X660MW NORTH KARANPURA PROJECT.
- b) 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 and 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 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.

3.2 GST (Goods and ServicesTax)

- 3.2.1 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. BHE L shall have the right to deny payment of GST and to recover any loss to BHE L on account of tax, interest, penalty etc. 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 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 under 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 within 10-15 days after receipt & acceptance of materials at site and submission of following documents:

1. GST Compliant Invoice (1Original+2Copies);
2. Copy of Manufacturer'sTest 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.

(c) (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/services 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 (FGD System),
BHEL Site Office,
3X660 MW NTPC North Karanpura project,

PO- Tandwa, Dist.- Chatra,
Jharkhand-825321

10. **Portal Address & Email Address :**

mridul@bhel.in; j.ghosh@bhel.in; parimal@bhel.in; swaraj@bhel.in;

11. **Golden Parameters:**

<u>Technical Parameters for Structural steel Procurement from GeM for FGD system at 3x660mw North Karanpura STPP, PROJECT</u>		
SL NO	DESCRIPTION	Technical Parameters
		Structure /Angle /TMT
1	Strength Grade Of Steel.	IS 2062 E 250 Gr. A
2	Size of the section	110X110X10 mm
3	Nominal Length of the steel	12 M
4	Type of steel (i.e. Killed/Semi Killed)	Killed/Semi killed
5	Process of manufacturing	Hot rolled
6	Producer type (i.e. 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	BHARAT HEAVY ELECTRICALS LIMITED	AGM (FINANCE)
	3X660 MW NTPC	3X660 MW NTPC	Bharat Heavy

Address Line 2	NORTH KARANPURA PROJECT	NORTH KARANPURA PROJECT	Electricals Limited
Address Line 3	TANDWA	TANDWA	9/1-DJ, SECTOR-II
Address Line 4	P.O. - TANDWA	P.O. - TANDWA	SALT LAKE CITY
Address Line 5	DIST. - CHATRA	DIST. - CHATRA	KOLKATA
PINCODE	825321	825321	700091
STATE	JHARKHAND	JHARKHAND	West Bengal
COUNTRY	INDIA	INDIA	INDIA
CONTACT PERSON	Mr. Anuruddha Sarkar		
DESIGNATION	Dy. General Manager (Purchase)		
IT PAN NO	AAACB4146P	AAACB4146P	
GST registration no	10AAACB4146P1ZU	20AAACB4146P5ZP	

13. ORDER OF 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 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 %.

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. 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
 - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices 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 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](#)