Bid Number: GEM/2022/B/2667356
Dated: 26-10-2022

Bid Document

Bid Details	
Bid End Date/Time	05-11-2022 11:00:00
Bid Opening Date/Time	05-11-2022 11:30:00
Bid Offer Validity (From End Date)	120 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Bharat Heavy Electricals Limited (bhel)
Office Name	10160001-isg, Bangalore
Total Quantity	11000
Item Category	Supply of 400 NB MS ERW Pipes IS 3589 Grade Fe 410 as per technical specifications
BOQ Title	Supply of MS ERW Slurry Pipes for AHP for Panki TPS
Minimum Average Annual Turnover of the bidder (For 3 Years)	500 Lakh (s)
Years of Past Experience Required for same/similar service	3 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Time allowed for Technical Clarifications during technical evaluation	5 Days
Payment Timelines	Payments shall be made to the Seller within **90** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No

ePBG Detail

Advisory Bank	ICICI
ePBG Percentage(%)	10.00
Duration of ePBG required (Months).	27

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:
Dy. Manager
10160001-ISG, Bangalore, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Sanjeeb Kumar Mohanta)

Splitting

Bid splitting not applied.

Reserved for Make In India products

Reserved for Make In India products	Yes

MSE Purchase Preference

MSE Purchase Preference	Yes

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
3. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

4. 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% (Selected by Buyer)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 25%(selected by Buyer) percentage of total QUANTITY.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

6. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

i. If number of technically qualified bidders are only 2 or 3.
ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Supply Of 400 NB MS ERW Pipes IS 3589 Grade Fe 410 As Per Technical Specifications

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Brand Type	Unbranded

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Lovekush Verma	208020,BHEL ISG SITE OFFICE 1X660MW PANKI, KANPUR, UPRVUNL	11000	270

Buyer Added Bid Specific Terms and Conditions

1. **Inspection**

   Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
   Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): Required as per QAP/Tech spec
   Post Receipt Inspection at consignee site before acceptance of stores: Not applicable

2. **Generic**

   Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address UPRVUNL Panki TPS Extn 1X660MW Panki Power Plant Kanpur A/c BHEL ISG PIN 208020 Uttar Pradesh.

3. **Turnover**

   Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. **Generic**

   Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

5. **Generic**

   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. **Generic**

   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 file

7. **Generic**

   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 %.

8. **Certificates**

   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.

9. **Generic**

   Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

10. **Generic**

    Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

11. **Purchase Preference (Centre)**

    Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017

12. **Financial Criteria**

    NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

13. **Purchase Preference (Centre)**

    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.

14. **Inspection**

    Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.
    When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

15. **Scope of Supply**

    Scope of supply (Bid price to include all cost components) : Only supply of Goods

16. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of BHEL-ISG payable at BANGALORE. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

17. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of BHEL-ISG A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

18. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name BHEL-ISG Account No. 000205003783 IFSC Code ICIC0000002 Bank Name ICICI BANK LIMITED Branch address ICICI BANK TOWER, # 1, COMMISSARIAT ROAD, BANGALORE – 560025. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

19. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

20. **Generic**

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.

21. **Generic**

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.

22. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1) **Item Work Description:** Supply of MS ERW Slurry Pipes for Ash Handling Plant (AHP). BHEL Tender Enquiry ref. no. 77/22/6108/KMS.

2) **Project Name:** 1X660MW Panki Thermal Power Station, Uttar Pradesh

3) **Site Location:** Panki, Approx.16 km from Kanpur, Kanpur District, U.P., Pin – 208020

4) **Unloading and Storage at Site:** Not in the scope of the bidder.

5) Pre-Qualification Requirement

The bidders who meet the below mentioned Pre-Qualification Requirement (Technical and Financial) are only eligible to participate in the tender. All documents in support of Pre-Qualification Requirement (PQR) are to be submitted along with the Part-I (Techno-Commercial bid).

1.0 **Pre-Qualification Requirement: (Technical)**

The bid is open for participation to those bidders who satisfy the following Technical requirements: -

1.1 **Experience for supply:**

The bidder should have supplied 400 NB x 9.52 mm thick MS ERW pipes, as per IS: 3589/API 5L for a cumulative length of minimum 4000 meters in single or multiple order/contract during maximum last ten (10) years prior to the date of techno commercial bid opening. Bidder has to furnish "Proper Reference documents" of the same along with the bid in support of his claim.

Also Bidder should be able to offer MS ERW pipes for inspection and testing to BHEL/ UPRVUNL/NTPC/ Authorized agency at MS ERW pipe manufacturing works only.

1.2 Bidder shall submit the following documents along with bid for pre-qualification requirement. Non-submission of below mentioned documents along with bid is liable for rejection. Bidder shall adhere to submission of following documents for meeting Pre-qualification requirement.

1.1.1 List of experience for supply of 400 NB x 9.52 mm thick MS ERW pipes

1.1.2 Details of Manufacturing works and facilities, equipment & Valid BIS license of pipe manufacturer duly signed by the authorized signatory of the bidder shall be furnished.

1.1.3 Following format to be filled and documentary evidence (1.2.3 i, ii, iii, iv) for supply of items as mentioned in clause no. 1.1 shall be submitted along with bid is in the form of,

i. Letter of award of Contract (Purchase order copies)

ii. Date of completion of supplies in terms of dispatch documents or completion certificate of supplies from end customers or material receipt certificates.

iii. End customer's address and contact details (ph.no, emails) to be furnished.

iv. Approved data sheets/ QAP of the supplied material.

Experience detail format to be filled by the bidder:

Sl. No	Name of the Project	Brief Scope of the work	Order Ref. No & Date	Date of Supply/ Completion As per P.O.	Remarks

2.0 **Pre-Qualification Requirement: (Financial):**

2.1 Bidders should have a minimum average annual turnover of INR 5 Crore during any three consecutive Financial Years (FYs) from last four FYs as on 31-03-2022 and should submit Audited balance sheets and Profit & Loss Account statements for the relevant three financial years. (Example: FY to be considered shall be 2018-19, 2019-20 &2020-21 or 2019-20, 2020-21 & 2021-22). In case the financial statements of the latest FY are not audited as on the tender due date, the financial statements are required to be certified by Chartered Accountant.

3.0 **Important Notes to the Bidder:**

3.1 Bidder to note that the acceptance of the offer is subjected to the “Bidder approval by BHEL or customer” and also BHEL reserves the right to reject offer of any bidder based on their poor/ non-performance in past/ present projects/ orders.

3.2 All Foreign language documents shall be translated to English language either by a certified agency or translated verification by an authorized agency.

3.3 Bidder shall submit the point wise confirmation to the PQR points, properly indexed along with the offer.

3.4 Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.

3.5 If any bidder is black listed or put on hold by BHEL/ customer, such bidders will not be eligible for this tender and their bids shall not be accepted.

In respect to PQR qualification, Bidder is required to note and consider latest notifications/ Orders issued by Govt. of India on or before due date of bid submission.

6) Preference to Make in India

Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/ Notifications issued by concerned Nodal Ministry for specific Goods/ Products. The minimum local content is 50% to qualify as a class 1 local. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in-India) order 2017. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

7) Insurance

Insurance including transit insurance shall be arranged by BHEL. Insurance details shall be shared with the successful bidder after placement of order.

The successful bidder (s) shall issue Prior Dispatch intimation to Insurance agency about the value of consignment, dispatch details, along with one set of documents consisting of LR / RR copy, Packing List, Challan indicating the items dispatched (with their weights).

8) Guarantee period

18 months from the date of last supply or 12 months from the date of commissioning whichever is earlier.

9) Delivery Period

The delivery period shall be as mentioned below:

a) 1st Lot (6000 Mtr)- within 5 months from the date of placement of order by BHEL.
b) 2nd Lot (5000 Mtr)- within 9 months from the date of placement of order by BHEL.

However, for the purpose of liquidated damages, the overall delivery period for the entire scope of work shall be considered as 9 months from the date of placement of order by BHEL.

10) Contract Performance Bank Guarantee (CPBG)

The successful bidder (s) shall submit Contract Performance Bank Guarantee (CPBG) for 10% of Order/ Contract value (excluding GST and freight, if freight is indicated separately) within 15 days from the date of placement of order by BHEL.

The Contract Performance Bank Guarantee (CPBG) shall be kept valid till completion of the guarantee period + 3 months claim period. The initial validity of the CPBG shall be at least 27 months from the date of placement of order by BHEL + 3 months claim period. The CPBG shall be further extended time to time (if required) till completion of guarantee period + 3 month claim period without any additional financial implication to BHEL.

Bidder hereby agrees to submit the Contract Performance Bank Guarantee (CPBG) required for execution of the contract within the time period mentioned above. In case of delay in submission of Contract Performance Bank Guarantee (CPBG), enhanced Contract Performance Bank Guarantee (CPBG) which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the successful bidder (s). Further, if Contract Performance Bank Guarantee (CPBG) is not submitted till such time the first bill becomes due, the amount of Contract Performance Bank Guarantee (CPBG) due shall be recovered from the bills along with due interest.

The BG has to be issued in hard copy and not through SFMS. Our bank details for information are:

Name of Bank- ICICI BANK LIMITED

Branch Address- ICICI BANK TOWER, # 1, COMMISSARIAT ROAD, BANGALORE – 560025

Branch IFSC Code- ICIC0000002

Account No.- 000205003783

Nature of account- COLL A/C

The Bank Guarantee shall be sent to the tender inviting officer under registered post (A/D).

11) Dispatch Documents Required (to be furnished by Vendor) for billing/ payment

i) Original GST compliant invoice as per GST Act

ii) Copy of Delivery challan

iii) Copy of Packing list

iv) Copy of Receipted LR

v) Copy of Guarantee certificate

vi) Copy of Insurance intimation

vii) Copy of Despatch clearance

viii) Copy of ‘Consignee’s Receipt cum Acceptance Certificate’ (CRAC)/ Material Receipt Certificate (MRC) from BHEL site

BHEL reserves the right to ask for any other document required for processing of bills, the vendor Shall comply with the same.

12) Price basis

Price Basis: Ex-Works variable as per the Price Variation Compensation (PVC) clause given in the tender.

Delivery shall be on Ex Works.

Insurance shall be in BHEL scope.

Bidder to note that price quoted for the equipment/ item shall be inclusive of freight charges and applicable GST. Bidder to indicate percentage of GST & freight charges item-wise included in the quoted price.

The Ex-works price of item/ equipment shall include inspection/ testing charges, packing & forwarding charges, all taxes & duties (except GST), levies, cess etc. (as applicable).

Transportation of goods up to Destination shall be arranged by vendor on behalf of BHEL. The Freight charges shall be payable on pro rata basis based on the Ex-works price of equipment for the supplied quantity as per invoice.

Type of Contract: Unit Rate

13) Price Variation Compensation (PVC)

i) The Contract price shall be subject to price adjustment during performance of the Contract to reflect changes in the cost of labour and material components etc. in accordance with the provisions described below.

ii) The upward price variation shall be limited to +15% of total ex-works price of the executed portion of the contract price. However, there shall be no ceiling on the downward variation of contract price.

iii) The indices for price adjustment shall necessarily be of the country of origin of goods/ labour and shall be well established and nationally recognised in that country. Preferably Government indices shall be used.

iv) It is understood that the price component of the equipment for any shipment/despatch comprises of a fixed portion (designated as ‘F’ and the value of which is specified hereunder) and a variable portion linked with the indices for various materials and labour (description and co-efficient as enumerated below). The amount of price adjustment towards variable portion payable/recoverable on receipt of each consignment shall be computed as under:

EC = EC1 – EC0

EC1 will be computed as follows:

EC1 = EC0 (F + a*A1/A0 + b*B1/B0 + c*C1/C0 + d*D1/D0 + Lb*L1/L0)

Where

EC = Adjustment to Ex-Works Price Component expressed in the currency of the Contract payable to the contractor for receipt of each consignment.

EC1 = Adjusted Amount of Ex-Works Price Component expressed in the currency of the Contract payable to the Contractor for receipt of each consignment.

EC0 = Ex-Works Price for the plant and equipment in the currency of the Contract, receipt of each consignment wise.

The fixed portion of the Ex-Works component of the Contract Price (F) shall be 0.15.

a, b, c, d etc. shall be co-efficients of major materials/ items involved in the Ex-Works Component of the Contract Price as mentioned below.

A, B, C, D etc. shall be published price indices of corresponding major materials/ items as mentioned below. Such indices shall necessarily be of the country of origin of goods.

“Lb” shall be co-efficient for labour component in the Ex-Works Component of the Contract Price which shall be 0.35.

‘L’ shall be labour index.

Sum of all the material co-efficients and the labour co-efficient shall be 0.85.

For the indices, subscript ‘o’ refers to indices as on 30 days prior to date of opening of Part-I bid/ Start date of Reverse Auction (as applicable).

Subscript ‘1’ refers to indices as of:

a) three months/ninety (90) days prior to the date of shipment/despatch for labour, and

b) at the expiry of two third (2/3) period from the date of placement of order to the date of shipment / despatch, for material.

For the purpose of this clause the date of shipment/ despatch shall mean the actual date of shipment/ despatch made within the contractual delivery schedule including delivery extensions (if any) provided delay in completion of supplies are not attributable to the vendor. In case delay in completion of supplies are attributable to the vendor, the actual PVC with indices for the actual date of shipment/ despatch shall be restricted to the PVC amount calculated as per the indices based on the scheduled date of completion of supplies.

The materials/ items and their corresponding co-efficients for the purpose of PVC shall be as mentioned below:

Sl. No.	Item/ Material	Value of Co-efficient	Name of Published index and its origin
1	A: Ferrous Metals	a= 0.15	Manufacture of Basic metals (Origin: Economic Advisor, Ministry of Commerce & Industry, Govt. of India)
2	B: All Commodities	b= 0.25	All Commodities (Origin: Economic Advisor, Ministry of Commerce & Industry, Govt. of India)
3	C: Other Alloys	c= 0.05	Manufacture of Basic metals (Origin: Economic Advisor, Ministry of Commerce & Industry, Govt. of India)

4	D: Fabricated Metal Products	d= 0.05	Manufacture of Basic metals (Origin: Economic Advisor, Ministry of Commerce & Industry, Govt. of India)
5	L: Labour All India Consumer Price Index Number for Industrial Workers (All India Monthly Average)	Lb= 0.35	Labour Index (Origin: Labour Bureau, Shimla, Govt of India)
6	Fixed Component	F= 0.15	

14) Integrity Pact (IP)

a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl. No.	IEM	Email
1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the /EM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

1)	2)
Name: Sanjeeb Kumar Mohanta Deptt: Material Management Address: BHEL-ISG, Prof. CNR Rao Circle, IISc Post, Malleswaram, Bangalore-560012, Karnataka, India Phone: +91 80 2218 4256 Email: kms@bhel.in	Name: Shabeer Dewan Deptt: Material Management Address: BHEL-ISG, Prof. CNR Rao Circle, IISc Post, Malleswaram, Bangalore-560012, Karnataka, India Phone: +91 80 2218 4585 Email: sbd@bhel.in

15) Documents to be submitted along with the offer

Bidder shall submit the signed & stamped copy of below mentioned documents along with their techno-commercial offer:

a) All terms & conditions as per this GeM Bid Document, corrigenda (if any)

b) Bill of Quantity (BOQ)

c) Technical specifications

d) Duly filled in signed & stamped Integrity pact

e) Supporting documents for Technical PQR

f) Supporting documents for Financial PQR

g) Documents in support of Class I local supplier

h) Documents in support of MSME status (if applicable)

16) Payment Timelines shall be as follows:

Micro & Small Enterprises (MSEs): 45 days

Medium Enterprises: 60 days

Non MSME: 90 days

17) Other general terms & conditions

a) The evaluation currency for this tender shall be INR.

b) Compliance to e-invoicing, MSE, GST, MII requirements to be ensured as per extant provisions and guidelines of Govt. of India.

c) Vendor contact details like, Name, email ID and Contact number are to be furnished along with the offer.

d) Material will be dispatched only upon prior written intimation by BHEL as per site requirement and project requirement.

e) Bidder to submit duly signed and stamped “Not- Banned/Suspended/Blacklisted/convicted in any Court of Law across India/declared Bankrupt or insolvent”-Self Certification on letter head.

f) In the Buyer added ATC - Inspection clause- Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): sentence - "Fee/Charges taken by the External Inspection Agency and any external laboratories testing charges shall be borne by the Buyer" shall be read as "Fee/Charges taken by the External inspection Agency shall be borne by the Buyer. All other inspection/ testing Fees/ charges including by any external laboratories (as applicable) shall be borne by the bidder"

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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 specifications 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. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is also governed by the General Terms and Conditions

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---