



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023/B/3420133 Dated/दिनांक : 09-05-2023

# Bid Document/ बिड दस्तावेज़

Bid D	Petails/बिड विवरण
Bid End Date/Time/बिड बंद होने की तारीख/समय	19-05-2023 17:00:00
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	19-05-2023 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	80 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	10210015-pser
Total Quantity/कुल मात्रा	738
Item Category/मद केटेगरी	MS PLATE 8 MM SIZE 8X2500X12000 MM , MS PLATE 8 MM SIZE 8X2500X12500 MM , MS PLATE 10 MM SIZE 10X2500X12500 MM , MS PLATE 16 MM SIZE 16X2000X12000 MM , MS PLATE 16 MM SIZE 16X2000X12500 MM , MS PLATE 20 MM SIZE 20X2500X12500 MM , ANGLE 100X100X10
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC) *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/बिंड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिंड का प्रकार	Two Packet Bid
Primary product category	MS PLATE 8 MM SIZE 8X2500X12000 MM
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

	Bid Details/बिड विवरण
Payment Timelines	Payments shall be made to the Seller within <b>120</b> 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/मूल्यांकन पद्धति	Item wise evaluation/
EMD Detail/ईएमडी विवरण	
	No

Required/आवश्यकता	No

#### Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

#### MII Purchase Preference/एमआईआई खरीद वरीयता

Mil Purchase Preference/एमआइआइ खराद वरावता   Tes	MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes	
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- 1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to 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. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder 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 no purchase preference shall be granted. 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. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
- 2. 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 OUANTITY.

- 3. 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.
- 4. 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

#### **Evaluation Method** ( Item Wise Evaluation Method )

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Ms Plate 8 Mm Size 8x2500x12000 Mm	198
Schedule 2	Ms Plate 8 Mm Size 8x2500x12500 Mm	206
Schedule 3	Ms Plate 10 Mm Size 10x2500x12500 Mm	37
Schedule 4	Ms Plate 16 Mm Size 16x2000x12000 Mm	72
Schedule 5	Ms Plate 16 Mm Size 16x2000x12500 Mm	75
Schedule 6	Ms Plate 20 Mm Size 20x2500x12500 Mm	30
Schedule 7	Angle 100x100x10	120

#### **MS PLATE 8 MM SIZE 8X2500X12000 MM**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	<u>View File</u>

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quar	ntity/मात्रा	Delivery Days/डिलीवरी दिन
L	Ranjan Kumar Singh	813214,BHEL SITE OFFICE, BHEL-ESP (R&M) Stage-1 (4 X 210 MW), Old BMD Office- NTPC, 1st Floor, Near Stage-1 Chimney, NTPC-Kahalgaon, Bhagalpur, Bihar, PIN-813214	198		60
	E 8 MM SIZE 8X25				d Class 2 Land Country
linimum spective	50% and 20% Local (	600X12500 MM Content required for qualifyir 2 के स्थानीय आपूर्तिकर्ता के रूप में अईता	प्राप्त करने		११यक)
Minimum spective	50% and 20% Local ( ly/क्रमशः श्रेणी 1 और श्रेणी	Content required for qualifyir 2 के स्थानीय आपूर्तिकर्ता के रूप में अईता	प्राप्त करने	के लिए आव	११यक)
Minimum espective Brand Type echnical	50% and 20% Local ( ly/क्रमशः श्रेणी 1 और श्रेणी :/ब्रांड का प्रकार	Content required for qualifyir 2 के स्थानीय आपूर्तिकर्ता के रूप में अईता	प्राप्त करने	प्रके लिए आव Unbrande	११यक)

Address/ਧਗ

Consignee Reporting/Officer/

परेषिती/रिपोर्टिंग

अधिकारी

S.No./क्र.

सं.

4	/	19

Delivery Days/डिलीवरी के दिन

Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Ranjan Kumar Singh	813214,BHEL SITE OFFICE, BHEL-ESP (R&M) Stage-1 (4 X 210 MW), Old BMD Office- NTPC, 1st Floor, Near Stage-1 Chimney, NTPC-Kahalgaon, Bhagalpur, Bihar, PIN-813214	206	60

#### **MS PLATE 10 MM SIZE 10X2500X12500 MM**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्राड का प्रकार Unbranded
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#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	<u>View File</u>

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

### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Ranjan Kumar Singh	813214,BHEL SITE OFFICE, BHEL-ESP (R&M) Stage-1 (4 X 210 MW), Old BMD Office- NTPC, 1st Floor, Near Stage-1 Chimney, NTPC-Kahalgaon, Bhagalpur, Bihar, PIN-813214	37	60

#### **MS PLATE 16 MM SIZE 16X2000X12000 MM**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
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#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Ranjan Kumar Singh	813214,BHEL SITE OFFICE, BHEL-ESP (R&M) Stage-1 (4 X 210 MW), Old BMD Office- NTPC, 1st Floor, Near Stage-1 Chimney, NTPC-Kahalgaon, Bhagalpur, Bihar, PIN-813214	72	60

#### **MS PLATE 16 MM SIZE 16X2000X12500 MM**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded

### Technical Specifications/तकनीकी विशिष्टियाँ

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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Ranjan Kumar Singh	813214,BHEL SITE OFFICE, BHEL-ESP (R&M) Stage-1 (4 X 210 MW), Old BMD Office- NTPC, 1st Floor, Near Stage-1 Chimney, NTPC-Kahalgaon, Bhagalpur, Bihar, PIN-813214	75	60

#### **MS PLATE 20 MM SIZE 20X2500X12500 MM**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	<u>View File</u>

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#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Ranjan Kumar Singh	813214,BHEL SITE OFFICE, BHEL-ESP (R&M) Stage-1 (4 X 210 MW), Old BMD Office- NTPC, 1st Floor, Near Stage-1 Chimney, NTPC-Kahalgaon, Bhagalpur, Bihar, PIN-813214	30	60

#### **ANGLE 100X100X10**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
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#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Ranjan Kumar Singh	813214,BHEL SITE OFFICE, BHEL-ESP (R&M) Stage-1 (4 X 210 MW), Old BMD Office- NTPC, 1st Floor, Near Stage-1 Chimney, NTPC-Kahalgaon, Bhagalpur, Bihar, PIN-813214	120	60

# Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

#### 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### **ANNEXURE - A**

BUYER'S SPECIFIC REQUIREMENT: PROCUREMENT OF STRUCTURAL ST EEL/PLATE FOR FGD PACKAGE OF NTPC KAHALGAON STPS STAGE I & II (4x210 MW + 3x500 MW), BIHAR

# 1. PRE-QUALIFYING REQUIREMENTS: PRE QUALIFYING CRITERIA

SUPPLY OF 738 MT STRUCTURAL STEEL/PLATES FOR FGD PACKAGE OF NTPC KAHALGAON STPS STAGE I & II (4x210 MW + 3x500 MW), BIHAR

SL NO	CRITERIA		
1.0	FINANCIAL CRITERIA:		
	A) BIDDER SHOULD HAVE AVERAGE MINIMU M ANNUAL FINANCIAL TURNOVER OF <b>RS.</b> 126.91 LACS DURING LAST THREE (3) FIN ANCIAL YEARS ENDING ON 31.03.2022.  BIDDER SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT & LOSS ACC OUNT FOR THE ABOVE MENTIONED FINAN CIAL YEARS, IN SUPPORT OF THE ABOVE.		
B)	IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FO R THREE CONSECUTIVE YEARS INDICATED ABOV E, THEN THE APPLICABLE FINANCIAL AUDITED ST ATEMENTS SUBMITTED BY THE BIDDERS AGAINS T THE REQUISITE YEARS WILL BE AVERAGED FO R THREE YEARS.		
C)	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.		
2.0	TECHNICAL CRITERIA:		
2.1	THE BIDDER SHOULD HAVE PREVIOUS EXPERIEN CE OF SUPPLYING OF STRUCTURAL STEEL (PLATE S OR ROLLED SECTIONS AS PER IS:2062) TO GO VT / PSU/ REPUTED ORGANISATIONS IN LAST THR EE YEARS AS ON LAST DATE OF BID SUBMISSION .		
	RELEVANT DOCUMENTS IN SUPPORT OF THE SA ME TO BE SUBMITTED.		

2.2	THE BIDDER SHOULD HAVE VALID LICENSE FOR MANUFACTURING OF STRUCTURAL STEEL (PLATE S OR ROLLED SECTIONS AS PER IS:2062).SUPPORTING DOCUMENTS NEED TO BE SUBMITTED IN SUPPORT OF ABOVE

#### **NOTES**

Α	CONSORTIUM BIDDING / JV BIDDING IS NOT ALL OWED.
В	AFTER SATISFACTORY FULLFILMENT OF ABOVE C RITERIA, OFFER SHALL BE CONSIDERED FOR FU RTHER EVALUTION AND PARTICIPATION AS PER NIT AND ALL OTHER TERMS OF TENDER. CONSID ERATION OF BIDDER IS SUBJECT TO CUSTOMER' S APPROVAL / ACCEPTANCE.
С	BIDDER SHOULD SUBMIT VALID PAN OF INDIA.

#### 2. SCOPE OF WORK:

- SUPPLY OF STRUCTURAL STEEL/PLATE FOR NTPC KAHALGAON STPS STAGE I & II (4x210 MW + 3x500 MW), BIHAR
- 2. 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 ATTRIBUTAB LE 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, dutie s, tools, royalty, commissions, other charges, etc. which may be levied o n the input goods & services consumed and output goods & services deli vered 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 rec over the same from his bills or otherwise as deemed fit. However, provisi ons regarding GST on output supply (goods/service) and TDS/TCS as per I ncome 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 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.

- 3.2.2 Contractor has to submit GST registration certificate of the conce rned state. Contractor also needs to ensure that the submitted GS T 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 where ver applicable. Further wherever provisions of GST Act permits, all the e-way bills, road permits etc. required for transportation of goo ds needs to be arranged by the contractor.
- 3.2.5 In the event of any ambiguity in GST law with respect to available lity of input credit of GST charged on the invoice raised by the cont ractor 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: Through Rail/Road

E-way bill / road permit (if applicable) to be arranged by supplier. Delivery schedule: All the Goods or Services in the GeM shall be offered on Free Delivery at Site basis within 60 days from the date of LC establish ment.

- **5. QUANTITY TOLERANCE:** +/- 10%.
- **6. WEIGHMENT TOLERANCE:** 70 kg per trailer load.

#### 7. PAYMENT TERM:

120 days Usance LC (by Negotiation) as per following terms & conditions:

- i. 120 days Usance LC (Irrevocable) reckoned from the date of submissi on of documents at Beneficiary bank. Opening charges and retirement charges to BHEL's account, all other charges to supplier's account.
- ii. LC extension charges would be borne by party for which delay has oc curred
- iii. Item- wise / full LC to be opened within 21 days from the date of PO
- iv. The last shipment date shall be 60 days from date of LC establishme nt.
- v. Actual Weight of material as per MRC / SRV will be considered for payment

- vi. Negotiation period is maximum 21 days from the date of shipment
- vii. Negotiable documents shall be restricted to bidder:
  - a) GST Invoice in one original, b) Copy of Lorry Receipt (LR)/Railway Receipt (RR), as applicable & c) Copy of Manufacturer's Factory Test certificate.
- viii. Documents to be submitted for payment / BOE clearance (if applicable) in addition to the LC negotiable documents:
  - a) Copies of GST Invoice, b) Challan / LR c) Declaration of full GST Credit t o BHEL.
  - ix. For suppliers whoever is requesting for confirmation/acceptance to B OE (Bill of Exchange), acceptance to BOE shall be provided in 21 days from receipt of material at site, as applicable and receipt of above document s complete in all respect. Acceptance value shall be the actual payable value. Discounting of bills may be done by suppliers on their own.
  - x. LC shall necessarily mention about LD applicability as per PO, quantit y tolerance including LC value tolerance, GST on LD, TDS as per GST Act e tc. For any difference in billing, weigh shortage, rejections etc., Credit/Deb it note shall be obtained from supplier. Preferably draft of LC may be sha red with suppliers for first time/case to avoid any issues at later stage/ LC amendments.
  - xi. LC to be opened for full / item-wise value of including GST but exclud ing TDS (GST TDS & IT TDS). Partial negotiation, partial shipments and transhipments shall be allowed. For LC amendment i. e. validity extension of delivery date, charges shall be to suppliers account and amendment will be done in 5-7 days from request.
- xii. Any Interest if levied thereon for reasons elaborated in Tax clause of the tender which is not attributable to BHEL will be recovered from the Fi nal Payment / Retention.
- xiii. No advance shall be paid.

ONE SET COPY OF BOE SUBMITTED DOCUMENT AT NEGOTIATING BANK'S CO UNTER ALONG WITH OTHER DOCUMENTS REQUIRED AS MENTIONED ABOVE I N PAYMENT TERMS FOR PAYMENT / BOE CLEARANCE TO BE SUBMITTED TO KAHALGAON SITE OFFICE.

# 8. <u>DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL (Billing Documents):</u>

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 Electrical Limited BHEL Site Office, FGD Project

Near NTPC Field Quality Assurance department Stage 1: 4x210 MW & Stage 2: 3X500 MW

Kahalgaon Super Thermal Power Station

Dist :Bhagalpur ,Bihar Pincode : 813214

### 10. PORTAL ADDRESS & EMAIL ADDRESS:

rk.singh@bhel.in , lbs@bhel.in & karmakar@bhel.in

#### 11. GOLDEN PARAMETERS

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	TECHNICAL PARAMETERS					
SL NO	DESCRIP TION	MS PLA TE 8MM THK	MS P LATE 10MM THK	MS P LATE 16MM THK	MS P LATE 20MM THK	ISA 100X1 00X10 MM
1	Strength G rade Of Ste el	IS 2062 E 250 Gr . BR	IS 206 2 E 25 0 Gr. BR	IS 206 2 E 25 0 Gr. BR	IS 206 2 E 25 0 Gr. BR	IS 206 2 E 25 0 Gr. A /BR
2	SIZE OF TH E SECTION (MM)	8X25 00	10X 2500	16x20 00	20x25 00	100X1 00X10

3	LENGTH (MM)	12000 & 12500	12500	12000 & 125 00	12500	10000 to 120 00
4	Type of Ste el (e.g. Kill ed/Semi- killed)	Killed	Killed	Killed	Killed	Semi- Killed/ Killed
5	Process Of Manufactur e Of Steel	Hot rolle d	Hot rol led	Hot rol led	Hot rol led	Hot rol led
6	Test	Impact R esistanc e at roo m Temp erature	Impact Resist ance a t room Tempe rature	Impact Resist ance a t room Tempe rature & nor malize d rolle d	Impact Resist ance a t room Tempe rature & nor malize d rolle d	

# 12. INPUT DETAILS FOR INVOICE:

DETAILS	CUSTOMER NAME [INVOICED TO]	CUSTOMER NAME [SHIPPED TO]	PAYING AUTHOR ITY
Address Line 1	BHARAT HEAVY E LECTRICALS LIMIT ED	BHARAT HEAVY E LECTRICALS LIMIT ED	BHEL SITE FINAN CE
Address Line 2	C/O Construction Manager, BHEL Si te office, FGD Project  Near NTPC Field Quality Assur ance department  Stage :01 4X25 0 MW & Stage :02 3X50 0 MW	C/O Construction Manager, BHEL Si te office, FGD Proj ect  Near NTPC Field Quality Assur ance department  Stage :01 4X250 MW & Stage :02 3X500 MW	Bharat Heavy El ectricals Limited BHEL Site office, FGD Project Near NTPC Field Quality Assu rance departme nt Stage :01 4X25 0 MW & Stage :02 3X 500 MW
Address Line 3	Kahalgaon Super Thermal Station	Kahalgaon Super Therm al Station	Kahalgaon Supe r Therm al Station

Address Line 4	P.O. Kahalgaon	P.O. Kahalgaon	P.O. Kahalgaon
Address Line 5	DIST Bhagalpur ,	DIST Bhagalpur ,	DIST Bhagalpur ,
PINCODE	813214	813214	813214
STATE	BIHAR	BIHAR	BIHAR
COUNTRY	INDIA	INDIA	INDIA
CONTACT PERS ON		Shri R.K. Singh	
DESIGNATION		Manager	
IT PAN NO	AAACB4146P	AAACB4146P	
GST registration no	10AAACB4146PIZ U	10AAACB4146PIZ U	

#### 13. INSURANCE

I. Transit insurance shall be in BHEL's scope. Successful bidder shall timel y intimate dispatches/ discrepancy during contract operation, to the under writer. The name and detail of the underwriter and Policy number are as u nder:

Name of the underwriter: National Insurance Company Limited. Insurance Policy No: 3401004421110000065

E mail ID: <a href="mailto:customer.support@nic.co.in">customer.support@nic.co.in</a>, Phone No: 033-22831705/06

- II. Contractor shall report to BHEL in writing any damages to material duri ng transit and on receipt. The above report shall be as prescribed by BHEL site management. Any consequential loss arising out of non-compliance of this stipulation will be borne by contractor.
- III. For lodging/ processing of insurance claim the contractor will submit ne cessary documents. BHEL will reserve the right to recover the loss from th e contractor as detailed below in case the damage/loss is due to negligenc e/ carelessness on the part of the contractor. In case of theft of material u nder contractor's custody, the same shall be reported to police by the cont ractor immediately and copy of FIR and subsequently police investigation r eport shall be submitted to BHEL/ customer for taking up with insurance. However, this will not relieve the contractor of his contractual obligation fo r the materials in his custody.
- IV. In case the damage/loss/theft of materials are attributable to negligenc e/failure in discharging the duties and obligations of the contractor, the ex penses incurred for repair/replacement of such materials in excess of the a mount realized from the underwriters, limited to Normal Excess (Deductible Franchise) shall be recovered from the contractor.

# 14. CUSTOMER APPROVAL CRITERIA FOR THE BIDDERS CURRENTLY NOT ENLI STED IN NTPC FOR STRUCTURAL STEEL/PLATE SUPPLY

I. The Bidder should be a Primary Steel Producer, having a minimum production capacity of one million tons per annum (MTPA).

II. The proposed supplier should be a regular manufacturer of Structural Steel/Plate for the last two years as on date of submission of proposal

#### AND

III. The proposed supplier should also be a registered licensee with Bu reau of Indian Standards for BIS:1786/2062 at the time of submission of proposal.

NOTE: The "Primary Steel Producer" shall mean Steel Producer of any capacity, irres pective of process route, starting their operations from iron making using iron ore, vir gin or processed, with necessary refining facilities and rolling/processing facilities, at a single location or else in multiple locations provided that the entire gamut of iron & steel production, from iron making to finished steel production, is owned by the same company or its subsidiary company(ies). Provided that the iron making capacity is sufficiently matching the steelmaking capacity. Further, downstream units should use m aterial from the upstream units of the same company or its subsidiaries.

Bidder who are currently not enlisted in NTPC for the supply of Structural Steel/Plate, may submit the document in support of the above for NTPC approval.

#### 15. 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 i ssued
- b) GeM Bid
- c) General Terms and Conditions on GeM.

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#### 2. Scope of Supply

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

#### 3. 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

#### 4. 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.

#### 5. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

#### 6. 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.

#### 7. 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.

#### 8. Purchase Preference (Centre)

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.

#### 9. 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.

#### 10. Certificates

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/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby 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(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process.
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, 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.

#### This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

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./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---