

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	15-07-2023 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	15-07-2023 15:30:00
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	55
Item Category/मद केटेगरी	Steel Channels and Hot Rolled Steel Section (in Metric Tonne) as per IS 808 (Q3)
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	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Steel Channels and Hot Rolled Steel Section (in Metric Tonne) as per IS 808
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No

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

Required/आवश्यकता	No
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#### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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#### Splitting/विभाजन

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

#### MII Purchase Preference/एमआईआई खरीद वरीयता

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 QUANTITY.

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	Steel Channels And Hot Rolled Steel Section (in Metric Tonne) As Per Is 808	25
Schedule 2	Steel Channels And Hot Rolled Steel Section (in Metric Tonne) As Per Is 808	20
Schedule 3	Steel Channels And Hot Rolled Steel Section (in Metric Tonne) As Per Is 808	10

#### Steel Channels And Hot Rolled Steel Section (in Metric Tonne) As Per IS 808 ( 25 metric tonne )

(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)

#### Technical Specifications/तकनीकी विशिष्टियाँ

\* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Classification	Section	Angles
	Classification	ISA
Designation	Designation	L50X50X6

**Additional Specification Parameters - Steel Channels And Hot Rolled Steel Section (in Metric Tonne)  
As Per IS 808 ( 25 metric tonne )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Strength Grade Of Steel	IS 2062 E 250 Gr. A/BR
SIZE OF THE SECTION (MM)	50x50x6
LENGTH (MM)	6300-12500
Type of Steel (e.g. Killed/Semi-killed)	Killed/Semi Killed
Process Of Manufacture Of Steel	As rolled

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**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	Mridul Kumar Taisum	825321,3 X 660 MW, NORTH KARANPURA SUPER THERMAL POWER PROJECT NTPC, TANDWA, DIST CHATRA, JHARKHAND	25	60

**Steel Channels And Hot Rolled Steel Section (in Metric Tonne) As Per IS 808 ( 20 metric tonne )**

**(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)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

\* As per GeM Category Specification/जेम कैटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Classification	Section	Angles
	Classification	ISA
Designation	Designation	L100x100x8

**Additional Specification Parameters - Steel Channels And Hot Rolled Steel Section (in Metric Tonne)  
As Per IS 808 ( 20 metric tonne )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Strength Grade Of Steel	IS 2062 E 250 Gr. A/BR
SIZE OF THE SECTION (MM)	100x100x08
LENGTH (MM)	6300-12500
Type of Steel (e.g. Killed/Semi-killed)	Killed/Semi Killed
Process Of Manufacture Of Steel	As rolled

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**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	Mridul Kumar Taisum	825321,3 X 660 MW, NORTH KARANPURA SUPER THERMAL POWER PROJECT NTPC, TANDWA, DIST CHATRA, JHARKHAND	20	60

**Steel Channels And Hot Rolled Steel Section (in Metric Tonne) As Per IS 808 ( 10 metric tonne )**

(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)

**Technical Specifications/तकनीकी विशिष्टियाँ**

\* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Classification	Section	Channels
	Classification	ISMC
Designation	Designation	MC100

**Additional Specification Parameters - Steel Channels And Hot Rolled Steel Section (in Metric Tonne)  
As Per IS 808 ( 10 metric tonne )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Strength Grade Of Steel	IS 2062 E 250 Gr. A/BR
SIZE OF THE SECTION (MM)	100x50
LENGTH (MM)	6300-12500
Type of Steel (e.g. Killed/Semi-killed)	Killed/Semi Killed
Process Of Manufacture Of Steel	As rolled

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**Consignees/Reporting Officer/परिषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परिषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Mridul Kumar Taisum	825321,3 X 660 MW, NORTH KARANPURA SUPER THERMAL POWER PROJECT NTPC, TANDWA, DIST CHATRA, JHARKHAND	10	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 STEEL FOR 3x660MW, NORTH KARANPURA FGD PROJECT.**

**1. PRE-QUALIFYING REQUIREMENTS:**

<b>JOB</b>	<b>SUPPLY OF 55 MT OF CHANNEL &amp; ANGLE FOR 3X 660MW, NORTH KARANPURA FGD PROJECT, CHATRA, JHARKHAND</b>
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<b>SL NO</b>	<b>CRITERIA</b>
<b>1.0</b>	<b>FINANCIAL CRITERIA :</b>
	<p>A) BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF <b>RS.10.76</b> LACS DURING LAST THREE (3) FINANCIAL YEARS ENDING ON 31.03.2022. BIDDER SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT &amp; LOSS ACCOUNT FOR THE ABOVE MENTIONED FINANCIAL YEARS, IN SUPPORT OF THE ABOVE.</p> <p>B) IN CASE AUDITED BALANCE SHEET AND PROFIT &amp; LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR THREE CONSECUTIVE YEARS INDICATED ABOVE, THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE YEARS WILL BE AVERAGED FOR THREE YEARS.</p> <p>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.</p>
<b>2.0</b>	<b>TECHNICAL CRITERIA:</b>
2.1	<p>THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF SUPPLYING OF STRUCTURAL STEEL (ROLLED SECTIONS AS PER IS 2062) 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 (ROLLED SECTIONS AS PER IS 2062).</p> <p>SUPPORTING DOCUMENTS NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.</p>

## NOTES

A	CONSORTIUM BIDDING / JV BIDDING IS NOT ALLOWED.
B	AFTER SATISFACTORY FULLFILMENT OF ABOVE CRITERIA , OFFER SHALL BE CONSIDERED FOR FURTHER EVALUTI ON AND PARTICIPATION AS PER NIT AND ALL OTHER TE RMS OF TENDER. CONSIDERATION OF BIDDER IS SUBJEC T TO CUSTOMER'S APPROVAL / ACCEPTANCE.
C	BIDDER SHOULD SUBMIT VALID PAN OF INDIA.

## 2. **SCOPE OF WORK:**

- i. SUPPLY OF STRUCTURAL STEEL (ANGLE AND CHANNEL) FOR 3X660MW, N ORTH KARANPURA FGD PROJECT, CHATRA, JHARKHAND
- ii. Unloading of materials at Destination/Site shall be in the BHEL's scope. Ho wever, demurrages on account of delay in unloading due to improper packing , non-availability of proper dunnage, not adhering to the tender conditions an d 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, duti es, 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 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 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. TOLERANCE:**

1. Quantity Tolerance: +/- 10%.
2. Weightment Tolerance: 70 kg per trailer load.

## **5. MODE OF DISPATCH & ROAD PERMIT:**

Mode of dispatch : Mixed.

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 from the date of LC establishment.

## **6. PAYMENT TERMS:**

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

- i. 120 days Usance LC (Irrevocable) reckoned from the date of submission 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 occurred,
- 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 establishment.
- 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/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 to BHEL.
- ix. For suppliers whoever is requesting for confirmation/acceptance to BOE (Bill of Exchange), acceptance to BOE shall be provided in 21 days from receipt of material at site, as applicable and receipt of above documents 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, quantity tolerance including LC value tolerance, GST on LD, TDS as per GST Act etc. For any difference in billing, weigh shortage, rejections etc., Credit/Debit 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 excluding TDS (GST TDS & IT TDS). Partial negotiation, partial shipments and transshipments shall be allowed.
- 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 Final Payment / Retention.
- xiii. No advance shall be paid.
- xiv. 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.

**ONE SET COPY OF BOE SUBMITTED DOCUMENT AT NEGOTIATING BANK'S COUNTER ALONG WITH OTHER DOCUMENTS REQUIRED AS MENTIONED ABOVE IN PAYMENT TERMS FOR PAYMENT / BOE CLEARANCE TO BE SUBMITTED TO NKP-FGD SITE.**

**7. 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.

**8. CONSIGNEE DETAILS:**

Construction Manager (FGD System),  
BHEL Site Office,  
3X660 MW NTPC North Karanpura project,  
PO- Tandwa, Dist.- Chatra,  
Jharkhand-825321

**9. PORTAL ADDRESS & EMAIL ADDRESS:**

**mridul@bhel.in**

**10. Golden Parameters:**

**TECHNICAL PARAMETERS FOR STRUCTURAL STEEL PROCUREMENT GEM FOR FOR 3X660 MW,NORTH KARANPURA FGD PROJECT,CHATRA ,JHARKHAND**

S L N O	DESCRIPTION	Technical Parameters		
		ANGLE 50x50x6MM	ANGLE 100x100x08MM	ISM 100x50MM
1	Strength Grade Of Steel	IS 2062 E 250 Gr. A/BR		
2	SIZE OF THE SECTION (MM)	50x50x6	100x100x08	100x50
3	LENGTH (MM)	6300-12500	6300-12500	6300-12500
4	Type of Steel (e.g. Killed/Semi-killed)	Killed/Semi Killed		
5	Process Of Manufacture Of Steel	As rolled		

#### 11. INPUT DETAILS FOR INVOICE:

DETAILS	CUSTOMER NAME [INVOICED TO]	CONSIGNEE NAME [ SHIPPED TO]
Address Line 1	Construction Manager (FGD System),	Construction Manager (FGD System),
Address Line 2	BHEL Site Office,	BHEL Site Office,
Address Line 3	3X660 MW NTPC North Karanpura project	3X660 MW NTPC North Karanpura project
Address Line 4	PO- Tandwa,	PO- Tandwa,

Address Line 5	Dist.- Chatra	Dist.- Chatra
PINCODE	825321	825321
STATE	JHARKHAND	JHARKHAND
COUNTRY	INDIA	INDIA
CONTACT PERSON		MR. JAYANTA GHOSH
DESIGNATION		SDGM
IT PAN NO	AAACB4146P	AAACB4146P
GST registration no	20AAACB4146P5ZP	20AAACB4146P5ZP

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## 12. INSURANCE

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

**Name of the underwriter: The Oriental Insurance Company Limited.**

**Insurance Policy No: 212800/21/2020/15 DATED 08.08.2019**

**E mail ID:**KANCHAN.THAKUR@ORIENTALINSURANCE.CO.IN,

CMKOTNALA@ORIENTALINSURANCE.CO.IN

Phone No : 011-23322930,23351478

Contractor shall report to BHEL in writing any damages to material during 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.

- II. For lodging/ processing of insurance claim the contractor will submit necessary documents. BHEL will reserve the right to recover the loss from the contractor as detailed below in case the damage/loss is due to negligence/ carelessness on the part of the contractor. In case of theft of material u

Under contractor's custody, the same shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL/ customer for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the materials in his custody.

- III. In case the damage/loss/theft of materials are attributable to negligence/failure in discharging the duties and obligations of the contractor, the expenses incurred for repair/replacement of such materials in excess of the amount realized from the underwriters, limited to Normal Excess (Deductible Franchise) shall be recovered from the contractor.

### **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
- 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**

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.

#### **4. Generic**

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

#### **5. 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.

## 6. 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.

## 7. 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 कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**