

Bid Corrigendum

GEM/2022/B/2393453-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. Buyer Added text based ATC clauses

ANNEXURE-A

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

1. PRE-QUALIFYING REQUIREMENTS:

PRE QUALIFYING CRITERIA

JOB	SUPPLY OF 797 MT REINFORCEMENT STEEL FOR FGD PACKAGE OF NTPC KAHALGAON STPS STAGE I & II (4x210 MW + 3x500 MW), BIHAR
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SL NO	CRITERIA
1.0	FINANCIAL CRITERIA :
	A) BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF Rs. 134.01 LACS DURING THREE CONSECUTIVE FINANCIAL YEARS 2018-19, 2019-20 AND 2020-21 AND SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND

	PROFIT & LOSS ACCOUNT IN SUPPORT OF THE SAME.
B)	IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR THAT 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.
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 EXPERIENCE OF SUPPLYING OF TMT AS PER IS 1786 TO GOVT / PSU/ REPUTED ORGANISATIONS IN LAST THREE YEARS AS ON LAST DATE OF BID SUBMISSION. RELEVANT DOCUMENTS IN SUPPORT OF THE SAME TO BE SUBMITTED.
2.2	THE BIDDER SHOULD HAVE VALID LICENSE FOR MANUFACTURING OF REINFORCEMENT STEEL SUPPORTING DOCUMENTS NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.

NOTES

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

2. SCOPE OF WORK:

- a. SUPPLY OF REINFORCEMENT STEEL (TMT: 8 MM, 20 MM & 28 MM) FOR NTPC KAHALGAON STPS STAGE I & II (4x210 MW + 3x500 MW), BIHAR**
- b. UNLOADING OF MATERIALS AT DESTINATION/SITE SHALL BE IN THE BHEL'S SCOPE. HOWEVER, DEMURRAGES ON ACCOUNT OF DELAY IN UNLOADING DUE TO IMPROPER PACKING, NON-AVAILABILITY OF PROPER DUNNAGE, NOT ADHERING TO THE TENDER CONDITIONS AND OTHER REASONS ATTRIBUTABLE TO SUPPLIER, SHALL BE ON SUPPLIER'S ACCOUNT ONLY.**

3. TAXES AND DUTIES:

- 3.1 The contractor shall pay all taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit. However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.

3.2 GST (Goods and 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. 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 days from the date of LC establishment.

5. QUANTITY TOLERANCE: +/- 10%.

6. WEIGHTMENT 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 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) Original copy of Lorry Receipt (LR)/Railway Receipt (RR), as applicable & c) Manufacturer's Factory Test certificate in one original.
- viii. Documents to be submitted for payment / BOE clearance (if applicable) in addition to the LC negotiable documents:
 - a) Copies of GST Invoice, b) Copy of letter, addressed to insurance company intimating dispatch, c) Challan / LR . d) 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 shared 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 PO including GST but excluding TDS (GST TDS & IT TDS). Partial negotiation, partial shipments and transhipments shall be allowed.
- xii. Paying Authority: AGM / Finance, BHEL-PSER Kolkata,
- xiii. 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.
- xiv. No advance shall be paid.

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 PURCHASE DEPT, BHEL-PSER, KOLKATA

8. DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL (Billing Documents):

The following documents are required with dispatch:

1. Original Tax Invoice.
2. Copy of LR.
3. Test Certificate.

9. CONSIGNEE DETAILS:

Construction Manager
Bharat Heavy Electrical Limited
BHEL Site Office, FGD Project
Near NTPC Field Quality Assurance department
Stage 1 : 4x210 MW & Stage 2 : 3X500 MW
Kahalgaoon 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:

SL NO	DESCRIPTION	Technical Parameters (TMT)		
		08 MM	20 MM	28 MM
1	Strength Grade of Steel Bars And Wires.	FE 500D of IS 1786		
2	Nominal cross-Section Area of Individual Bars: Wires (Sq. MM)	50.3	314.3	615.8
3	Nominal Length of Steel Bars (Metres)	12		
4	Type of Steel (e.g. Killed/Semi-killed)	Killed/Semi-killed		
5	Type of Raw Material (e.g. virgin/any)	Virgin		
6	Process of Manufacture of	Hot rolled steel with controlled cooling and tempering		

	Steel			
7	Nominal Mass Per Meter of Individual Bars: Wires(Kgs)	0.395	2.47	4.83
8	Nominal Sizes (Diameter) of Bars:: Wires (mm)	8	20	28

12. INPUT DETAILS FOR INVOICE:

DETAILS	CUSTOMER NAME [INVOICED TO]	CUSTOMER NAME [INVOICED TO]	PAYING AUTHORITY
Address Line 1	BHARAT HEAVY ELECTRICALS LIMITED	BHARAT HEAVY ELECTRICALS LIMITED	AGM (FINANCE)
Address Line 2	C/O Construction Manager, BHEL Site office, FGD Project Near NTPC Field Quality Assurance department Stage :01 4X250 MW & Stage :02 3X500 MW	C/O Construction Manager, BHEL Site office, FGD Project Near NTPC Field Quality Assurance department Stage :01 4X250 MW & Stage :02 3X500 MW	Bharat Heavy Electricals Limited
Address Line 3	Kahalgaon Super Thermal Station	Kahalgaon Super Thermal Station	9/1-DJ, SECTOR-II
Address Line 4	P.O. Kahalgaon	P.O. Kahalgaon	SALT LAKE CITY
Address Line 5	DIST.- Bhagalpur ,	DIST.- Bhagalpur ,	KOLKATA
PINCODE	813214	813214	700091
STATE	BIHAR	BIHAR	West

			Bengal
COUNTRY	INDIA	INDIA	INDIA
CONTACT PERSON		Shri R.K. Singh	
DESIGNATION		Manager	
IT PAN NO	AAACB4146P	AAACB4146P	
GST registration no	10AAACB4146PIZU	10AAACB4146PIZU	

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13. 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 and detail of the underwriter and Policy number are as under:

Name of the underwriter: National Insurance Company Limited.

Insurance Policy No: 3401004421110000065

E mail ID: customer.support@nic.co.in, Phone No : 033-22831705/06

- II. 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.
- III. 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 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.
- IV. 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.

14. CUSTOMER APPROVAL CRITERIA FOR THE BIDDERS CURRENTLY NOT ENLISTED IN NTPC FOR REINFORCEMENT STEEL SUPPLY

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

AND

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

AND

III. The proposed supplier should also be a registered licensee with Bureau 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, irrespective of process route, starting their operations from iron making using iron ore, virgin 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 material from the upstream units of the same company or its subsidiaries.

Bidder who are currently not enlisted in NTPC for the supply of reinforced steel, 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 issued
- b) GeM Bid
- c) General Terms and Conditions on GeM.

2. Scope of supply (Bid price to include all cost components) : Only supply of Goods
3. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)
4. Bidder shall submit the following documents along with their bid for Vendor Code Creation:
 - a. Copy of PAN Card.
 - b. Copy of GSTIN.
 - c. Copy of Cancelled Cheque.
 - d. Copy of EFT Mandate duly certified by Bank.
5. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
6. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
 - i) The Seller fails to comply with any material term of the Contract.
 - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Seller becomes bankrupt or goes into liquidation.
 - v) The Seller makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Seller.
 - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.
8. Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended 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. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
 10. Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority 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 document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)