

Bid Document

Bid Details	
Bid End Date/Time	12-01-2023 14:00:00
Bid Opening Date/Time	12-01-2023 14:30:00
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	10380038-heavy Plates & Vessels Plant
Total Quantity	783
Item Category	151820110000 PIPE OD 33.4 X 4.55 X 6000LG - SA106GRB as per TDC0003 Rev No00. Qty. 2 NOs. Total Qty. - 12MTR , 151820120000 PIPE OD 108.0 X 12.50 X 5000LG - SA106GRB as per TDC0003 Rev No00. Qty. 2 NOs. Total Qty. - 10MTR , 151821830000 PIPE OD 127.0 X 12.50 X 5000LG - SA106GRB as per TDC0003 Rev No00. Qty. 5 NOs. Total Qty. - 5MTR , 151821780000 PIPE OD 127.0 X 8.0 X 5000LG - SA106GRB as per TDC0003 Rev No00. Qty. 16 NOs. Total Qty. - 16MTR , 150821380000 PIPE OD 88.9 X 5.49 X 6000LG - SA106GRB as per TDC0003 Rev No00. Qty. 5 NOs. Total Qty. - 30MTR , 151821830000 PIPE OD 48.3 X 3.68 X 6000LG - SA106GRB as per TDC0003 Rev No00. Qty. 2 NOs. Total Qty. - 12MTR , 151820100000 PIPE OD 48.3 X 3.68 - SA106GRB as per TDC PY 52 097 Rev No00 , 151820200000 PIPE OD 48.3 X 3.68 - SA106GRB as per TDC PY 52 097 Rev No00 , 151820300000 PIPE OD 60.3 X 3.91 - SA106GRB as per TDC PY 52 097 Rev No00 , 150902000000 PIPE OD 127.0 X 12.50 X 5000LG - SA335P22 as per TDC0003 Rev No00. Qty. 1 NO. , 156057170000 PIPE OD 6.3THK X 5000LG - SA335P22 as per TDC0003 Rev No00. Qty. 1 NO. , 150910110000 PIPE OD 33.4 X 6.35 X 5000LG - SA335P22 as per TDC0003 Rev No00. Qty. 1 NO. , 151911490000 PIPE OD 88.9 X 14.20 X 5000LG - SA335P22 as per TDC0003 Rev No00. Qty. 1 NO.
BOQ Title	H112200053 Supply of CS and AS Pipes and Tubes
Years of Past Experience Required for same/similar service	2 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No

Bid Details	
Document required from seller	Experience Criteria,Past Performance,Certificate (Requ 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),Compliance of BoQ specification and document *In case any bidder is seeking exemption from Experience Criteria, the supporting documents to prove his eligibility must be uploaded for evaluation by the buyer
Past Performance	30 %
Bid to RA enabled	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Type of Bid	Two Packet Bid
Primary product category	151821780000 PIPE OD 127.0 X 8.00 X 6000LG - SA10 TDC0003 Rev No00. Qty. 16 NOs. Total Qty. - 96MTR
Time allowed for Technical Clarifications during technical evaluation	2 Days
Estimated Bid Value	1000000
Payment Timelines	Payments shall be made to the Seller within 90 days of consignee receipt-cum-acceptance certificate (CRAC) and submission of bills (This is in supersession of 10 days timeline in clause 12 of GeM GTC)
Evaluation Method	Group wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or their subsidiaries} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Org

Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial years. In case of bunch bids, the category of primary product having highest value should meet this criterion.

2. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as per 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 shall be as per the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the local content authority showing the percentage of the local content and the details of locations at which the local value addition is made along with the bid. In case no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) Order 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. 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 shall have precedence over this clause.

3. 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 and service providers are not in the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in support 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 L-1 price band of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price. If the bid will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or impact on 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 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.

5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Government Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity of 30% of bid quantity in a financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, category related to primary product having highest bid value should meet this criterion.

6. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value. If number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA will be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall participate in the RA process.

Evaluation Method (Group Wise Evaluation Method)

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

Evaluation Schedules	Estimated Value	Item/Category	Consignee/Reporting Officer	Consignee Address
		151820110000 Pipe Od 33.4 X 4.55 X 6000lg - Sa106grb As Per Tdc0003 Rev No00. Qty. 2 Nos. Total Qty. - 12mtr	Purusottam Marndi	Bharat Heavy Electricals Limited Heavy Fabrication Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India. 530012

PACKAGE - A	500000	151821600000 Pipe Od 108.0 X 12.50 X 5000lg - Sa106grb As Per Tdc0003 Rev No00. Qty. 2 Nos. Total Qty. - 10mtr	Purusottam Marndi	Bharat Heavy Electricals Limited Heavy F Vessels Plant (A Government of India Ent Visakhapatnam - 530012 (AP), India. 53C
		151821830000 Pipe Od 127.0 X 12.50 X 5000lg - Sa106grb As Per Tdc0003 Rev No00. Qty. 1 No. Total Qty. - 5mtr	Purusottam Marndi	Bharat Heavy Electricals Limited Heavy F Vessels Plant (A Government of India Ent Visakhapatnam - 530012 (AP), India. 53C
		151821780000 Pipe Od 127.0 X 8.00 X 6000lg - Sa106grb As Per Tdc0003 Rev No00. Qty. 16 Nos. Total Qty. - 96mtr	Purusottam Marndi	Bharat Heavy Electricals Limited Heavy F Vessels Plant (A Government of India Ent Visakhapatnam - 530012 (AP), India. 53C
		150821380000 Pipe Od 88.9 X 5.49 X 6000lg - Sa106grb As Per Tdc0003 Rev No00. Qty. 5 Nos. Total Qty. - 30mtr	Purusottam Marndi	Bharat Heavy Electricals Limited Heavy F Vessels Plant (A Government of India Ent Visakhapatnam - 530012 (AP), India. 53C
		151820200000 Pipe Od 48.3 X 3.68 X 6000lg - Sa106grb As Per Tdc0003 Rev No00. Qty. 2 Nos. Total Qty. - 12mtr	Purusottam Marndi	Bharat Heavy Electricals Limited Heavy F Vessels Plant (A Government of India Ent Visakhapatnam - 530012 (AP), India. 53C
PACKAGE - B	300000	151820100000 Pipe Od 33.4 X 3.38 - Sa106grb As Per Tdc Py 52 097 Rev No00	Purusottam Marndi	Bharat Heavy Electricals Limited Heavy F Vessels Plant (A Government of India Ent Visakhapatnam - 530012 (AP), India. 53C
		151820200000 Pipe Od 48.3 X 3.68 - Sa106grb As Per Tdc Py 52 097 Rev No00	Purusottam Marndi	Bharat Heavy Electricals Limited Heavy F Vessels Plant (A Government of India Ent Visakhapatnam - 530012 (AP), India. 53C
		151820300000 Pipe Od 60.3 X 3.91 - Sa106grb As Per Tdc Py 52 097 Rev No00	Purusottam Marndi	Bharat Heavy Electricals Limited Heavy F Vessels Plant (A Government of India Ent Visakhapatnam - 530012 (AP), India. 53C
PACKAGE - C	200000	150902000000 Pipe Od 127.0 X 12.50 X 5000lg - Sa335p12 As Per Tdc0003 Rev No00. Qty. 1 No.	Purusottam Marndi	Bharat Heavy Electricals Limited Heavy F Vessels Plant (A Government of India Ent Visakhapatnam - 530012 (AP), India. 53C
		156057170000 Pipe Od 88.9 X 6.3thk X 5000lg - Sa335p22 As Per Tdc0003 Rev No00. Qty. 1 No.	Purusottam Marndi	Bharat Heavy Electricals Limited Heavy F Vessels Plant (A Government of India Ent Visakhapatnam - 530012 (AP), India. 53C
		150910110000 Pipe Od 33.4 X 6.35 X 5000lg - Sa335p22 As Per Tdc0003 Rev No00. Qty. 1 No.	Purusottam Marndi	Bharat Heavy Electricals Limited Heavy F Vessels Plant (A Government of India Ent Visakhapatnam - 530012 (AP), India. 53C
		151911490000 Pipe Od 127.0 X 12.50 X 5000lg - Sa335p22 As Per Tdc0003 Rev No00. Qty. 1 No.	Purusottam Marndi	Bharat Heavy Electricals Limited Heavy F Vessels Plant (A Government of India Ent Visakhapatnam - 530012 (AP), India. 53C
		150911210000 Pipe Od 88.90 X 14.20 X 5000lg - Sa335p22 As Per Tdc0003 Rev No00. Qty. 1 No.	Purusottam Marndi	Bharat Heavy Electricals Limited Heavy F Vessels Plant (A Government of India Ent Visakhapatnam - 530012 (AP), India. 53C

151820110000 PIPE OD 33.4 X 4.55 X 6000LG - SA106GRB As Per TDC0003 Rev No00. Qty Total Qty. - 12MTR

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier resp

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
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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	Delive
1	Purusottam Marndi	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	2	90

15182160000 PIPE OD 108.0 X 12.50 X 5000LG - SA106GRB As Per TDC0003 Rev No00. (Total Qty. - 10MTR

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier resp

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delive
1	Purusottam Marndi	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	2	90

**151821830000 PIPE OD 127.0 X 12.50 X 5000LG - SA106GRB As Per TDC0003 Rev No00. Q
Total Qty. - 5MTR**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier resp

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delive
1	Purusottam Marndi	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	1	90

**151821780000 PIPE OD 127.0 X 8.00 X 6000LG - SA106GRB As Per TDC0003 Rev No00. Q
Total Qty. - 96MTR**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier resp

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delive
1	Purusottam Marndi	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	16	90

150821380000 PIPE OD 88.9 X 5.49 X 6000LG - SA106GRB As Per TDC0003 Rev No00. Qty Total Qty. - 30MTR

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier resp

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delive
1	Purusottam Marndi	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	5	90

151820200000 PIPE OD 48.3 X 3.68 X 6000LG - SA106GRB As Per TDC0003 Rev No00. Qty Total Qty. - 12MTR

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier resp

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
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[View File](#)

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delive
1	Purusottam Marndi	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	2	90

15182010000 PIPE OD 33.4 X 3.38 - SA106GRB As Per TDC PY 52 097 Rev No00

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier resp

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Technical Specifications

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BOQ Detail Document	View File

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delive
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S.No.	Consignee/Reporting Officer	Address	Quantity	Delive
1	Purusottam Marndi	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	400	90

151820200000 PIPE OD 48.3 X 3.68 - SA106GRB As Per TDC PY 52 097 Rev No00

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier resp

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delive
1	Purusottam Marndi	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	150	90

151820300000 PIPE OD 60.3 X 3.91 - SA106GRB As Per TDC PY 52 097 Rev No00

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier resp

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delive
1	Purusottam Marndi	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	200	90

150902000000 PIPE OD 127.0 X 12.50 X 5000LG - SA335P12 As Per TDC0003 Rev No00. C
(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier resp

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delive
1	Purusottam Marndi	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	1	90

156057170000 PIPE OD 88.9 X 6.3THK X 5000LG - SA335P22 As Per TDC0003 Rev No00. C
(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier resp

Brand Type	Unbranded
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delive
1	Purusottam Marndi	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	1	90

150910110000 PIPE OD 33.4 X 6.35 X 5000LG - SA335P22 As Per TDC0003 Rev No00. Qty
(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier resp

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S.No.	Consignee/Reporting Officer	Address	Quantity	Delive
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S.No.	Consignee/Reporting Officer	Address	Quantity	Delive
1	Purusottam Marndi	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	1	90

151911490000 PIPE OD 127.0 X 12.50 X 5000LG - SA335P22 As Per TDC0003 Rev No00. C
(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier resp

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S.No.	Consignee/Reporting Officer	Address	Quantity	Delive
1	Purusottam Marndi	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	1	90

150911210000 PIPE OD 88.90 X 14.20 X 5000LG - SA335P22 As Per TDC0003 Rev No00. C
(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier resp

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delive
1	Purusottam Marndi	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	1	90

Buyer Added Bid Specific Terms and Conditions

1. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25% quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept orders accordingly.

2. **Generic**

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

3. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

INSTRUCTIONS TO BIDDERS and SPECIAL TERMS & CONDITIONS (CS & AS TUBES - H11)

1) Bidder shall submit Categorical Confirmation of this ITB as a token of acceptance of the PQC, Conditions, Drawing, Technical Specifications and Quality Plan / ITP (if applicable) clauses mentioned in the Bid Document. The offers of those Vendors who do not comply with all the additional clauses mentioned in GeM Bid Document. The offers of those Vendors who do not comply with all the Clauses in total are likely to be rejected. Documents submitted with the offer shall be signed on each page by authorised representative of the vendor.

2) Bidder shall follow GeM general term and conditions and submit the offer (<https://gem.gov.in/page/d>

- 3) All the terms and conditions mentioned in Special Terms & Conditions, Technical Specifications and Inspection Test Plan (if applicable) shall supersede any other similar terms quoted elsewhere.
- 4) **QUOTED PRICE:** - Bidder shall quote the Price inclusive of Testing, Freight, Packing & Forwarding, T GeM transaction charges, any other taxes and GST etc. No extra payment will be made over & above
- 5) Contact Details: - For any Technical queries: Mr. Y Prasanna (0891-2881119) & Mr. V R Pavan (0891-2881319) for any commercial / GeM queries: Mr. N Satish Kumar (0891-2881319).

6) **SPECIAL TERMS AND CONDITIONS**

A) **TDC & QP:** - **Vendor should supply the Materials as per Spec. & TDCs mentioned in BID.**

B) **INSPECTION:** - **By IBR as mentioned below by meeting TDC requirements (IBR Inspection Charges are in Supplier's Scope).**

Ø **For Approved Manufacturers as per Annexure-D:-** By IBR / IBR Authorised Inspection Agency. Material Test Certificate should be as per RESPECTIVE TDC.

Ø **For Traders / Stockists:-** By IBR / IBR Authorised Inspection Agency. Material Test Certificate should be as per TDC only.

Ø **Technical Officer Signature is NOT Acceptable.**

Ø **For all IBR Items Inspection & Testing Charges are to be in Bidder's Account. Provide original IBR ORIGINAL MANUFACTURE TEST CERTIFICATE's to BHEL-IBR on a returnable basis or get endorsed & stamped from respective IBR authorities (i.e. Dy. Director / Director) of your premises / jurisdiction.**

ALTERNATIVELY

Certification from respective CBB Authorised Competent Persons (having a number with registration letter from the concerned CBB competitive and authorized inspection agencies like BV, TUV, Lloyds etc.

After completion of Inspection at their works, suppliers need to send the colour MTCs, IBR Certificates, Inspection reports and other Test Reports applicable as per Specification & TDCs to BHEL-HPVP for obtaining material dispatch clearance.

BHEL representative from HPVP Unit or Corporate Quality shall be entitled to carry out inspection of material and workmanship at supplier's premises or at his sub-contractor's premises at any time during execution of the contract and before dispatch clearance; Such inspection, if made, shall not absolve the vendor from his obligations under the contract.

C) **MAKE / MANUFACTURER:**

Ø **Offers from LIST OF APPROVED MANUFACTURERS as per ANNEXURE-D are acceptable.**

Ø **Offers from OTHER MANUFACTURERS registered with SISTER UNITS / REGIONS shall also be considered on submission of Registration Letter.**

Ø **Offers from STOCKISTS and TRADERS are also acceptable subject to Supplier being on the APPROVED MANUFACTURERS LIST (ANNEXURE-D) or MAKE / MANUFACTURER registered with BHEL Sister Units / Regions on submission of Registration Letter.**

D) **GUARANTEE CERTIFICATE:** Vendor should guarantee the material against all design and workmanship defects and for performance for a period of 18 months from the date of last dispatch or the date of commissioning whichever is earlier. If any defect is noticed during the above period, it shall be rectified / replaced free of cost on FOR BHEL within a reasonable time.

- E) PRE-QUALIFICATION CRITERIA: Pre-Qualification Criteria (PQC) / Eligibility Eligibility criteria for vendor to participate against this Bid mentioned below Supporting documents need to be attached along with Technical bid, offers v supporting documents in line with the requirement shall not be considered for s**
- Ø **Experience & Past performance in executing similar type of material in la: copies & Inspection release note preferably from PSU reckoned as supporting**
 - Ø **Financial Standing thru latest I.T.C.C. and Annual Report (Balance sheet, account) of last 3 fiscal years.**
 - Ø **PAN, TIN, GST Details.**

The above stated Pre-Qualification Criteria is not applicable to those vend already registered under PMD of BHEL-HPVP.

- F)** Other clauses like Tender Evaluation, LD, Firm Price etc., shall be as GeM General terms a
- G)** BHEL reserves the right to cancel the Enquiry / Tender at any stage without assign thereof. Also, BHEL reserves the right to reject or accept one or any offer without assignin
- H) FRAUD PREVENTION POLICY:** The Bidder along with its associate/ collaborators/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Po BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Ma any fraud or suspected fraud as soon as it comes to their notice.
- I) LINKING UP OF OLD ISSUES:** In case if you have any outstanding problem with earl should not link up against this enquiry or PO at later stages.
- J)** Bidder's quoted rates/ price for supply part of the contract shall remain firm through including extension, if any, for any reason whatsoever and no escalation is admissible for t
- K) GUIDELINES FOR SUSPENSION OF BUSINESS DEALING WITH SUPPLIERS:**

The offers of the bidders who are under suspension as also the offers of the bidders, services of the banned firms, shall be rejected. The list of banned firms is available o www.bhel.com.

- 1.0) Integrity commitment, performance of the contract and punitive action thereof:
- 1.1) Commitment by BHEL: BHEL commits to take all measures necessary to prevent connection with the tender process and execution of the contract. BHEL will di process treat all Bidder(s) in a transparent and fair manner, and with equity.
- 1.2) Commitment by Bidder/ Supplier/ Contractor:
- Ø The bidder/ supplier/ contractor commit to take all measures to prevent corruption an or indirectly influence any decision or benefit which he is not legally entitled to nor v any manner which tantamount to an offence punishable under any provision of Code, 1860 or any other law in force in India.
 - Ø The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all p made, and is committed to or intends to make to agents, brokers or any other i connection with the award of the contract and shall adhere to relevant guidelines iss time by Govt. of India/ BHEL.
 - Ø The bidder/ supplier/ contractor will perform/ execute the contract as per the c conditions and will not default without any reasonable cause, which causes loss of t reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct cartel so as to influence the bidding process or influence the price or acts or omits in ar tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 in force in India, then, action may be taken against such bidder/ supplier/ contract guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provi

L) NEW PROVISION (SECTION 194Q) REGARDING DEDUCTION OF TAX AT SOURCE ON PURCHASE OF GOODS FROM RESIDENT:

Ø New Section 194Q is inserted for deduction of TDS by a person (whose turnover exceeds Rs. 50 lakhs in any previous year) who is paying any sum to any resident for purchase of any goods of the value exceeding Rs. 50,000 in any previous year. This provision shall not be applicable where tax is deductible under any other provision of I.T Act or where tax is collectible under the provisions of section 206C of the Act other than a transaction to which sub-section (1H) of section 206C applies. The tax shall be deducted at the rate of 0.1%, which shall be increased to 5% if the seller does not provide his PAN to the buyer (w.e.f. 1st day of July 2021)

M) NON-FILER OF INCOME TAX RETURN SHALL BE SUBJECT TO TDS/TCS AT HIGHER RATES (SECTION 206AB AND SECTION 206CCA):

Ø The Finance Act 2021 inserts these sections to provide for deduction and collection of TDS at the higher rates in case of non-filers of the income tax return for preceding two years. If the TDS deducted / TCS collected exceeds Rs. 50,000 in each of the two preceding years, the rate of TDS/TCS shall be at the double of the specified rate or 5%, whichever is higher. This provision shall not be applicable where the tax is required to be deducted under sections 192, 192A, 194, 194A, 194LBC or 194N of the Act. (w.e.f. 1st day of July 2021)

N) FORCE MAJEURE:

The supplier shall not be considered in default if delay occurs due to causes beyond their control such as Acts of God, Natural Calamities, Fire, Frost, Flood, Civil War, Civil Commotion, Riots, Government Restrictions, strikes / lock outs. Only those causes that have duration of more than seven days shall be considered cause of force majeure. Notification to this effect duly certified by local chamber of commerce or statutory authorities with supporting documents shall be given by the supplier to BHEL by registered letter/courier service immediately without loss of time. In the event of delay due to force majeure, the delivery schedule shall be extended for a length of time equal to the period of Force Majeure. In the event of option of BHEL the order may be cancelled. Such cancellation would be without any liability on the part of BHEL. In the event of such cancellation the supplier shall refund any amount already received to the supplier by BHEL and deliver back any material issued to him by BHEL and release him from the obligation provided by BHEL.

O) ARBITRATION & CONCILIATION:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination or non-execution of the Contract; or, the respective rights and liabilities of the Parties; or, the interpretation of any provision of the Contract; or, in any manner touching upon the Contract, either Party may, by a notice in writing to the other Party refer such dispute or difference to the arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding on the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1995 (including its amendments or modifications or re-enactments thereof and the rules made thereunder and for the time being in force) shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be the place at which the contract is issued) The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at (PI incorporate the name of the court where the Principal Civil Court having ordinary original civil jurisdiction to decide questions of law in the matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under the Contract with due diligence and expedition in a professional manner except where the Contract is suspended or terminated.

H112200053 ANNEXURE-D

CS APPROVED MANUFACTURERS for PACKAGE - A & B

Enq. Item NOs. 1 to 9		
Sl. No.	Vendor Name	Country
1	ISMT LIMITED,	India
2	HEAVY METAL & TUBES (INDIA)	India
3	HEAVY METAL & TUBES LTD.	India
4	JINDAL SAW LTD.,	India
5	MAHARASHTRA SEAMLESS LTD.,	India
6	ARCELORMITTAL TUBULAR PRODUCT ROMAN	Romania
7	BENTELER STEEL / TUBE GmbH	Germany
8	IBF S.P.A.	Italy
9	RINGMILL SPA,	Italy
10	PRODUCTOS TUBULARES S.A.U	Spain
11	TUBOS REUNIDOS INDUSTRIAL S.L.U.	Spain
12	VALLOUREC TUBES FRANCE	France
13	WYMAN-GORDON FORGINGS INC.	USA
14	SICHUAN SANZHOU SPECIAL STEEL	China
15	JIANGSU CHENGDE STEEL TUBE SHARE	China
16	HENGYANG STEEL TUBE GROUP INT'L	China
17	YANGZHOU CHENGDE STEEL PIPE CO. LT	China
18	YANGZHOU LONTRIN STEEL TUBE CO. LTD.	China
19	ZHEJIANG GROSS SEAMLESS STEEL TUBE	China
20	BAOSHAN IRON & STEEL CO LTD.	China
21	CHANGZHOU CHANGBAO PRECISION AND	China

H112200053 ANNEXURE-D

AS APPROVED MANUFACTURERS for PACKAGE - C

Enq. Item NOs. 10 to 14		
Sl. No.	Vendor Name	Country
1	ISMT LIMITED,	India
2	HEAVY METAL & TUBES LTD.	India
3	JINDAL SAW LTD.,	India
4	BENTELER STEEL / TUBE GmbH	Germany

5	PRODUCTOS TUBULARES S.A.U	Spain
6	TUBOS REUNIDOS INDUSTRIAL S.L.U.	Spain
7	RINGMILL SPA,	Italy
8	IBF S.P.A.	Italy
9	VALLOUREC TUBES FRANCE	France
10	WYMAN-GORDON FORGINGS INC.	USA
11	SICHUAN SANZHOU SPECIAL STEEL	China
12	BAOSHAN IRON & STEEL CO LTD.	China
13	CHANGZHOU CHANGBAO PRECISION AND	China
14	HENGYANG STEEL TUBE GROUP INT'L	China
15	JIANGSU CHENGDE STEEL TUBE SHARE	China
16	YANGZHOU CHENGDE STEEL PIPE CO. LT	China
17	YANGZHOU LONTRIN STEEL TUBE CO. LTD	China
18	ZHEJIANG GROSS SEAMLESS STEEL TUBE	China

NOTE-1: Offers from other Manufacturers registered with Sister Units / Regions of BHEL of items shall also be considered on submission of Valid BHEL Registration Letter.

NOTE-2: Offers of Stockists and Traders are also acceptable subject to Supply of Make as Manufacturers List (Annexure-D) or Make of Other Manufacturers registered with BHEL Regions on submission of Valid Registration Letter.

PACKAGE WISE EVALUATION BASIS (Bidder has to quote for all the enquired Items in a Package. If not, offer will not be considered for Evaluation).

PACKAGE - A				
Sl.	Ref. No.	MATL. CODE	MATL. DESCRIPTION	Qty.
1	100009263/10 (7945/HV011)	151820110000	PIPE OD 33.4 X 4.55 X 6000LG - SA106GRB as per TDC:0:003 Rev No:00. Qty. 2 NOs. (Total Qty. - 12MTR)	2
2	100009263/30 (7945/HV011)	151821600000	PIPE OD 108.0 X 12.50 X 5000LG - SA106GRB as per TDC:0:003 Rev No:00. Qty. 2 NOs. (Total Qty. - 10MTR)	2
3	100009263/40 (7945/HV011)	151821830000	PIPE OD 127.0 X 12.50 X 5000LG - SA106GRB as per TDC:0:003 Rev No:00. Qty. 1 NO. (Total Qty. - 5MTR)	1
4	100009140/20 (7942/HV101)	151821780000	PIPE OD 127.0 X 8.00 X 6000LG - SA106GRB as per TDC:0:003 Rev No:00. Qty. 16 NOs. (Total Qty. - 96MTR)	16
5	100009140/30 (7942/HV101)	150821380000	PIPE OD 88.9 X 5.49 X 6000LG - SA106GRB as per TDC:0:003 Rev No:00. Qty. 5 NOs. (Total Qty. - 30MTR)	5

6	100009140/50 (7942/HV101)	151820200000	PIPE OD 48.3 X 3.68 X 6000LG - SA106GRB as per TDC:0:003 Rev No:00. Qty. 2 NOs. (Total Qty. - 12MTR)	2
Total QTY. of Package - A				28
PACKAGE - B				
7	100009084/10 (7942/24400)	151820100000	PIPE OD 33.4 X 3.38 - SA106GRB as per TDC: PY 52 097 Rev No:00	400
8	100009084/20 (7942/24400)	151820200000	PIPE OD 48.3 X 3.68 - SA106GRB as per TDC: PY 52 097 Rev No:00	150
9	100009084/30 (7942/24400)	151820300000	PIPE OD 60.3 X 3.91 - SA106GRB as per TDC: PY 52 097 Rev No:00	200
Total QTY. of Package - B				750
PACKAGE - C				
10	100009263/60 (7945/HV011)	150902000000	PIPE OD 127.0 X 12.50 X 5000LG - SA335P12 as per TDC:0:003 Rev No:00. Qty. 1 NO.	1
11	100009263/70 (7945/HV011)	156057170000	PIPE OD 88.9 X 6.3THK X 5000LG - SA335P22 as per TDC:0:003 Rev No:00. Qty. 1 NO.	1
12	100009263/80 (7945/HV011)	150910110000	PIPE OD 33.4 X 6.35 X 5000LG - SA335P22 as per TDC:0:003 Rev No:00. Qty. 1 NO.	1
13	100009263/90 (7945/HV011)	151911490000	PIPE OD 127.0 X 12.50 X 5000LG - SA335P22 as per TDC:0:003 Rev No:00. Qty. 1 NO.	1
14	100009263/100 (7945/HV011)	150911210000	PIPE OD 88.90 X 14.20 X 5000LG - SA335P22 as per TDC:0:003 Rev No:00. Qty. 1 NO.	1
Total QTY. of Package - C				5

NOTE:

1) BIDDER HAS TO QUOTE UNIT RATE in RS per NO. for PACKAGE - A & C.

2) WHEREAS, FOR PACKAGE - B BIDDER HAS TO QUOTE UNIT RATE in Rs per MTR

5. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum GST %.

6. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid and Corrigendum if any.

7. Generic

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

8. **Financial Criteria**

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

9. **Scope of Supply**

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

10. **Generic**

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

11. **Generic**

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

12. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screensh confirming payment of GST.

13. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy availa 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 D 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 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 Purchas Seller.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding proces and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs ar modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated I 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 issi this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exer to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category i 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 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 tender, they should raise their representation against the same by using the Representation window provided in the bid details field in Seller's 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. Bidders will 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](#)

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 other clause of GTC. 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---