



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2024/B/5520227 Dated/दिनांक : 22-10-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	01-11-2024 12:00:00	
Bid Opening Date/Time/बिङ खुलने की तारीख/समय	01-11-2024 12:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (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	10300018-pswr	
Total Quantity/कुल मात्र	490000	
ltem Category/मद केटेगरी	4.6 Grade Different Sizes HSFG Bolts With Nuts & Washers On Need Basis. , 8.8 Grade Different Sizes HSFG Bolts With Nuts & Washers On Need Basis. , 10.9 Grade Different Sizes HSFG Bolts With Nuts & Washers On Need Basis.	
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	10.9 Grade HSFG Bolts	
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Tetrahydrofuran HPLC Grade, universal pipette tips, Reagent Grade water as per IS:1070, Square Head Bolts, Phosphoric acid, food grade as per IS:10508, Bathroom Water Shower, Hexagonal Head Bolts, Screws and Nuts of Product Grades A and B as per IS 1364, Scantling teak wood, Sinks, Plain Washer as per IS 2016	
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	 Hexagon Head Bolts, Screws and Nuts of Product Grade 'C' (V2) as per IS 1363 Hexagonal Head Bolts, Screws and Nuts of Product Grades A and B as per IS 1364 Stud with Nuts 	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	253 Lakh (s)	
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	

Bid Details/बिड विवरण		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (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	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No	
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	8.8 Grade Different Sizes HSFG Bolts With Nuts & Washers On Need Basis.	
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	
Payment Timelines	Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Arbitration Clause	No	
Mediation Clause	No	

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	600000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	17

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए बिनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

PSWR Nagpur 10300018-PSWR, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises (Bhel Pswr)

Splitting/विभाजन

Splitting Applied	Yes	
Maximum No. Of Bidders Amongst Which Order May Be Split	2	
Split Criteria based on which quantity will be distributed	60:40	

Reserved for Make In India products

Reserved for Make In India products	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. 2. Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to gualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

3. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the

Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 <u>OM No.1 4 2021 PPD dated 18.05.2023</u> for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

4.6 Grade Different Sizes HSFG Bolts With Nuts & Washers On Need Basis. ($90000 \ kilogram$)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़

Download

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	MAHESH KUMAR PARIHAR	759101,BHEL SITE OFFICE 2X660 MW NTPC TALCHER DIST- ANGUL, (Odisha) PIN- 759107	90000	365

8.8 Grade Different Sizes HSFG Bolts With Nuts & Washers On Need Basis. (200000 kilogram)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	MAHESH KUMAR PARIHAR	759101,BHEL SITE OFFICE 2X660 MW NTPC TALCHER DIST- ANGUL, (Odisha) PIN- 759107	200000	365

10.9 Grade Different Sizes HSFG Bolts With Nuts & Washers On Need Basis. ($200000 \ kilogram$)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download	
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	MAHESH KUMAR PARIHAR	759101,BHEL SITE OFFICE 2X660 MW NTPC TALCHER DIST- ANGUL, (Odisha) PIN- 759107	200000	365

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

1. Generic

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

2. Generic

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

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

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.

5. Generic

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

6. Generic

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

7. Generic

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

8. Certificates

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

9. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

BHARAT HEAVY ELECTRICALS LIMITED payable at Nagpur

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

10. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

11. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of

BHARAT HEAVY ELECTRICALS LIMITED payable at Nagpur

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

12. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

BHARAT HEAVY ELECTRICALS LIMITED Account No. 40227423158 IFSC Code SBIN000432 Bank Name State Bank of India Branch address SBI Kingsway, Branch Code-00432, Nagpur

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

13. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

BHARAT HEAVY ELECTRICALS LIMITED payable at Nagpur . After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

14. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

BHARAT HEAVY ELECTRICALS LIMITED

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in

favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

15. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

BHARAT HEAVY ELECTRICALS LIMITED Account No. 40227423158 IFSC Code SBIN000432 Bank Name State Bank of India Branch address SBI Kingsway, Branch Code-00432, Nagpur Successful Bidder to indicate Contract num

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

16. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

A. <u>Technical Specification for framework agreement for supply of t</u> <u>he 4.6, 8.8 & 10.9 gr HSFG bolts of different sizes at various Ong</u> <u>oing PSWR Project Sites</u>

The bolts, nuts and washer shall be supplied in dull black treated condition with resi dual coating of light oil

Technical spec. shall be as per following IS standards:

- for Bolts: IS3757(Latest) property class: 8.8 and 10.9 Product grade of C of IS specification I S :1367 part 2
- 2. for Bolts: IS1363 (Latest) property class: 4.6 Product grade of C of IS specification IS :1367.
- 3. For Nuts: IS6623 (latest) Property class :8.8 & 10S Product Grade B
- 4. For Washers IS:6649 material 45C8 Type -A: washer

RAW MATERIALS:

Bolts and Nuts: rolled /forged Bar of carbon steel, washers as per IS 1571 part 2

Chemical compositions: as per IS 1367 part-2.

Nuts: as per table 4 of IS 1367 part6

Washers: As per IS 1570 part 2 and Sulpher, phosphorus less than 0.06%

Dimensions and tolerance:

- 1. Process: Cold/hot forging with dies and tools can be loose scale and sheet particle.
- 2. Threads on bolts shall be checked with a properly calibrated ring gauge with a tolerance class 6g. Threads on the nuts shall be checked with a properly calibrated plug gauge with tolerance class 6H
- 3. Dimensions of the bolts shall be as per table given in IS 3757(latest)
- 4. Dimension of nuts shall be as per table given in IS:6623 (latest)
- 5. Dimension of washer shall be as per the table given in IS 6649 (latest)

MARKING, PRESERVATION AND PACKING:

The following to be stamped or embossed on the top surface of the bolt and nut.

Bolt - Manufacturer's identification symbol and grade of bolt

Nut- manufacturer's identification symbol and grade of Nut

Washer –shall be identified by –provision of 2 nibs and manufacturer's identification symbol being placed as near to the outer edge as possible.

Following details shall be clearly indicated I the tags ties to the bundle:

(a) Manufacturer name. (b) Vendor Code (c) purchase order and supplier internal W.O. (d) Quantum and weight shall be packed in bituminous coated polyethylene cloth/bags. Each bag shall contain only the same size bolts/nuts/washers respectively and shame shall **be tags**:

Sr. N o	Description of BOQ Item	Quantity i n Kg
1	High Strength Frictional Grip Bolts (4.6 Grade as per IS :1367 and product Grade 'C' as per IS : 1363) of differe nt sizes as per requirements in complete set (with a nu t and washers) on need basis	90000
2	High Strength Frictional Grip Bolts (8.8 Grade as per I S :1367 and product Grade 'C' as per IS : 1367) and co nfirming to IS 3757 and high strength structural harden ed and tempered nuts (of property class '8' as per IS 1 367) confirming to IS:6623 with hardened and tempere d washers and nut as per IS:6649 of different sizes as per requirements in complete set (with a nut and wash ers) on need basis	200000

3	Grade High Strength Frictional Grip Bolts (10.9 Grade as per IS :1367 and product Grade 'C' as per IS : 1367) and confirming to IS 3757 and high strength structural hardened and tempered nuts (of property class '10' as per IS 1367) confirming to IS:6623 with hardened and t empered washers and nut as per IS:6649 of different si zes as per requirements in complete set (with a nut an d washers) on need basis	200000
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- 1. Quantity variation shall be \pm 25% of the Total Quantity
- 2. Product quoted by bidder must meet the technical specification mentioned above.
- 3. Successful vendor has to submit Quality Assurance Plan (QAP) to BHEL for approval.
- 4. Inspection & Testing at Suppliers Works:
 - a) Vendor is requested to intimate BHEL 7 days in advance for Material Inspecti on.
 - b) All required tests as called in referred material standard/BHEL/TDC/drawing e tc. shall be carried out by vendor at no extra cost. BHEL may decide to ins pect itself/arrange third party at vendors' works itself as and when n ecessary with prior intimation to the vendor. No additional charges shall be claimed for such inspections.
 - c) Third party inspection charges will be borne by BHEL. Moreover, all required i nfrastructure (testing, tools and gauges etc.) have to be arranged by supplier
 - d) Material Test Certificates (MTC), Inspection reports and Compliance/Guarant ee Certificate are to be provided along with the supplies.
 - e) Latest applicable revisions of standards/procedures to be referred. Internatio nal/National standards are to be arranged by vendor.
 - f) Any inspection carried out before supply by vendor/incoming stage at BHEL n otwithstanding, if any defect/non-conformity is noted during processing, the s ame shall be attended/replaced by vendor at no extra cost.
 - g) Necessary tooling including thread gauges etc. have to be arranged by vend or. Only in exceptional cases, based on BHEL discretions item/nature, BHEL m ay consider request to provide gauges if available with BHEL. But in no case t his shall be linked with delivery of material.
 - h) BHEL representative from unit or CQ is authorized to carry out audits along w ith TPIA at vendor's works before clearing the items for dispatch.
- 5. Material Warranty

Free replacement of HSFG bolt assembly/(ies) in case of notification of defect in material within a period of One year from the date of invoice. If defects observed in the HSFG bolt assembly/(ies) a fter the delivery at site, the same shall be brought to the notice of the vendor by the BHEL site for the replacement, as the case may be, without any extra payment to the supplier.

A. Part - II: Commercial

b. Delivery Schedule

- ${\rm v}\,$ Validity of framework agreement shall be -12 months from date of issuance of the P arents PO.
- v Delivery period form the date of intimations (Through mail / Separate PO) Sh all be as follows:
 - i. If Ordered qty is up to 20 MT 4 weeks form the date of intimation.
 - ii. If ordered qty is more than 20 MT and less than 80 MT 6 weeks.
 - iii. If ordered qty is more than 80 MT 8 weeks
 - iv. For additional qty under qty variation clause additional 4 week time from the date of intimation/PO

c. Delivery Destination: The Destination address is as below:

Sold to Party & Ship to Party

Talcher Site: BHEL Site Office,

Construction Manager, 2X660 MW NTPC TALCHER,

DIST- ANGUL, Odisha, PIN-759101

GST No. 21AAACB4146P1ZR

Apart from Talcher Project other Various Ongoing Projects sites NTPC Talcher, NTPC Ramagundam, Wanakbori, Bhusawal, NTPC Mauda, Bhilai, Korba, Uran Si pat, etc.) of the PSWR Shall be intimated separately while placing the Supply o rder.

Documents required for payment:

- a) GST Compliant Tax Invoice
- b) Copy of dispatch clearance (CHP/MDCC/email)
- c) Packing list.
- d) Stores Receipt Voucher (issued by consignee/BHEL site office).
- Paying Authority and consignee shall be Construction Manager of respective project sites of the PSWR, whom materials will be suppl ied. BHEL will intimate the same while placing sub orders.
- d. General Conditions:

Packing

- a) All gunny bags containing HSFG bolts shall be packed in wooden crates for easy unloading a nd proper storage at site.
- b) Packing should be such that there should not be any damage in transit.
- c) BHEL Purchase Order no. should be written on the boxes for easy identification of material. **Documents forwarding**
- a) LWB (Lorry Way bill no.), Packing Slip (indicating quantities) and GST invoice (transporter copy) all be sent to the consignee along with the vehicle.
- b) Documents as listed in the Payment terms shall be sent to the Site.
- 4. **Payment Terms:** Following payment terms shall be applicable (This shall supersedes the payment terms mentioned elsewhere in GeM).

Type of Bi dder	Payment Terms	Payment Timeli nes (Number of days)
Micro & S mall Enter prises	Payments shall be made to the Seller within 45 days of issue of consignee r eceipt-cum-acceptance certificate (CR AC) and on-line submission of bills (Th is is in supersession of 10 days time a s provided in clause 12 of GeM GTC).	45 days
Medium E nterprises	Payments shall be made to the Seller within 60 days of issue of consignee r eceipt-cum-acceptance certificate (CR AC) and on-line submission of bills (Th is is in supersession of 10 days time a s provided in clause 12 of GeM GTC).	60 days
Non MSME	Payments shall be made to the Seller within 90 days of issue of consignee r eceipt-cum-acceptance certificate (CR AC) and on-line submission of bills (Th is is in supersession of 10 days time a s provided in clause 12 of GeM GTC).	90 days

Proof for Micro, Small and Medium Enterprises has to be furnished by the bidder.

Payment shall be will be released as per above timeline against Supply with submission of following D ocuments: -

- a) GST Compliant Tax Invoice.
- b) Copy of dispatch clearance (CHP/MDCC/email)
- c) Packing list.
- d) Stores Receipt Voucher (issued by consignee/BHEL site office).

5. **Pre-qualification requirement:** Bidder shall essentially meet all the Qualifying Requir ements as cited below:

A) Technical PQR:

i. Bidder must have supplied HSFG bolts of 50 MT in last three years as on latest date of offer submi ssion. Copy of PO along with appropriate document against proof of supply shall be provided with off er in support of experience criteria.

ii. Agencies have valid BIS licences for IS3757, IS1363, IS6623 and IS6649.

B) Financial PQR

Bidder must have achieved an average annual financial turnover (Audited) of Rs. 253 Lakhs or more, ov er the last three Financial Years (FY) i.e. 2021-22, 2022-23 and 2023-24 or 2020-2021, 2021-2022 & 20 22-23 and this requirement shall supersede other Turnover parameters cited elsewhere.

Audited Financial documents of above financial year shall be furnished in support of Turnover Criteria. If financial statements are not required to be audited statutorily, then instead of audited financial state ments, financial statements are required to be certified by Chartered Accountant.

In case of audited Financial statements have not been submitted for all the three years as indicated aga inst Financial Turnover QR (Qualifying requirement) above, then the applicable audited statements sub mitted by the bidders against the requisite three years, will be averaged for three years i.e. total divide d by three.

6. Relaxation in Pre-Qualifying Requirement (PQR) for Micro and Small Enterprises (MSE's) a nd Startups:

1. Definition of startup shall be in line with Gazette Notification No DL 33004/99 d ated 19.02.2019 with subsequent amendments, if any.

2. Norms for startups Medium Enterprises in Public Procurement shall be in line wit h OM no. F.20-2/2014-PPD(pt) dtd 27/07/2017 and O.M. NO. F.20/2/2014-PPD(pt.) d ated 20.09.2016 issued GOI, Ministry of finance, Department of expenditure, Procu rement policy division, along with D.O. No. 12(11)/2017-SI dtd 22/06/2017 of DoE.

3. Bidder shall keep updated themselves with all related orders/schemes issued by the Govt from time to time, DPIIT portal for start-ups may also be checked.

4. Bidder shall submit Startup recognition certificate (no.) issued by competent au thority which shall be checked for authenticity.

5. Startup bidders shall be exempted from the payment of EMD. 6. Provision in the tender document regarding relaxation in prior experience and turnover criteria for Startups & MSE's as mentioned below:

(a) Technical Pre Qualifying Requirement (PQR) for prior experience:

i. Technical pre-qualifying requirements is relaxed by 50% (quantities /amount) of the original Pre -Qualifying Requirement specified in the tender (round off to the hi gher limit or number). Further, if the required quantity as per Original PQR is only o ne (1), then relaxed PQR shall also remain the same, (since quantity is non-divisibl e in this case.) ii. Other Technical Pre-Qualification requirements or any form of lice nses or requirements other than stated in Point no. i above, shall remain the same for all bidders.

(**b**) Financial Pre Qualifying Requirement (PQR) Turnover (C.1): Financial pr e-qualifying requirements is relaxed by 50% of the original Pre –Qualifying Require ment specified in the tender (round off to the higher limit or number)."

7. Conflict of Interest among Bidders/ Agents: A bidder shall not have conflict of interest with other

- bidders. Such conflict of interest can lead to anti-competitive practices to the detri ment of Procuring
- Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be

considered to have a conflict of interest with one or more parties in this bidding pr ocess, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake fro m any of them;

or

- c) they have the same legal representative/agent for purposes of this bid; $\, {\rm or} \,$
- d) they have relationship with each other, directly or through common third partie s, that puts

them in a position to have access to information about or influence on the bid of a nother Bidder **or**

- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the compon ents/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only o ne agent/dealer. There can be only one bid from the following:
- i) The principal manufacturer directly or through one Indian agent on his behalf; a nd
- ii) Indian/foreign agent on behalf of only one principal;

or

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or

technical specifications of the contract that is the subject of the Bid; or

- h) In case of a holding company having more than one independently manufacturi ng units, or more than
- one unit having common business ownership/management, only one unit should q uote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in sa me/ similar line of business.

8. Liquidated Damages: Liquidated Damage shall be applicable as per GeM GTC.

9. Splitting: Maximum No. Of Bidders Amongst Which Order May Be Split :2, Split Criteria Based O n Which Quantity Will Be Distributed is 60:40.

Case 1: For Award HSFG Procurement, the attempt shall be made to distribute the work approxim ately in the ratio of 60:40 between L-1 bidder & the other bidder as per NIT T&C. For this, next bid der in the order of their price competitiveness (i.e L-2, then L-3 & So on) shall be given an option t o match their price/item rate, with the Awarded/Finalized Price/Item rate of L-1.

Case 2: In case none of the bidders agrees to Price Match the Awarded Price/Item Rate of L-1, the n 100% tendered quantity shall be awarded to L-1 bidder.

10. Ordered Quantity Variation: +/-25% (As per GEM ATC).

11. Transit Insurance: As per GeM, Transit insurance from supplier's works/wareho use to BHEL site stores shall be in scope of supplier

12. Performance Bank Guarantee (PBG): Applicable. Vendor shall submit Performance Ban k Guarantee for 5 % of total value of Individual Purchase Order. Duration of PBG will be 17 Month from date of Individual PO.

Breach of Contract, Remedies and Termination:

In case of Breach of Contract, BHEL shall recover 10% of the contract value from th e vendor using following instruments:

- a) encashment of security instruments like EMD, performance security available wi th BHEL against the said contract.
- b) Balance amount (if value of security instruments is less than 10% of the contrac t value) from other financial remedies i.e. available bills of the vendor, retention a mount etc. with BHEL.
- c) Balance amount from security instrument like EMD, Performance Security and o ther financial remedies i.e. available bills of the vendor, retention amount etc with other units of BHEL.

d) If Recovery is not possible then Legal Remedies shall be pursued

14. Earnest Money Deposit: Applicable ₹ 6 Lakhs. Exemption as per GeM GTC

15. Integrity Pact: Applicable.

16. Other T&C: As per extant guidelines of GeM General terms and conditions & Additional Ter ms & Conditions.

17. Special Note:

a) In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

b) In case more than one bidder happens to occupy L-1 status even after soliciting discounts, the L-1 bidd er shall be decided by a Toss/ Draw of lots, in the presence of the respective L-1 bidder(s) or their represe ntative(s).

c) Ranking will be done accordingly. BHEL decision in such situations shall be final and binding.

18. Documents to be submitted by the vendor along with GeM Bid:

- a) Signed Copy of Make in India Declaration (MII)
- b) Signed Copy of Land Border Restrictions
- c) Signed Copy of No Deviation Certificate
- d) Signed Copy of No Liquidation/ Bankruptcy Declaration
- e) Signed Copy of Prevention of Cartel Formation Declaration
- f) Signed Copy of Non-Disclosure Certificate
- g) PAN Copy
- h) GST Copy
- i) Cancelled Cheque/ NEFT RTGS Mandate duly signed by Banker
- j) Profit & Loss Statement with UDIN of approved authority
- k) Signed Copy of Technical Specification/ TCC.
- I) Signed Copy of GeM Bid
- m) Test Certificates (if applicable)
- n) Valid BIS Copy
- o) Signed and duly filled copy of IP
- p) Copy of WO/PO to meet Tech PQR

17. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

18. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. <u>Click here</u> to view the file

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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 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. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 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 के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

18/18