



# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण				
Bid End Date/Time/बिंड बंद होने की तारीख/समय	10-06-2023 14:00:00			
Bid Opening Date/Time/बिड खुलने की तारीख/समय	10-06-2023 14:30:00			
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	10340020-tbg, Noida			
Total Quantity/कुल मात्रा	200			
ltem Category/मद केटेगरी	Supply - Reinforcement Steel - TMT Bar 8mm , Supply - Reinforcement Steel - TMT Bar 10mm , Supply - Reinforcement Steel - TMT Bar 12mm , Supply - Reinforcement Steel - TMT Bar 16mm , Supply - Reinforcement Steel - TMT Bar 20mm , Supply - Reinforcement Steel - TMT Bar 25mm , Supply - Reinforcement Steel - TMT Bar 32mm			
BOQ Title/बीओक्यू शीर्षक	Supply of Reinforcement Steel TMT Bars			
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No			
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No			
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer			
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	Yes			
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders			
Type of Bid/बिंड का प्रकार	Two Packet Bid			
Primary product category	Supply - Reinforcement Steel - TMT Bar 8mm			

Bid I	Bid Details/बिड विवरण			
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 preregistered with GeM)	No			
Payment Timelines	Payments shall be made to the Seller within <b>90</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)			
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation			
EMD Detail/ईएमडी विवरण				
Required/आवश्यकता	No			
ePBG Detail/ईपीबीजी विवरण Required/आवश्यकता	No			
Splitting/विभाजन				
Bid splitting not applied/बोली विभाजन लागू नहीं किया गय	π.			
Reserved for Make In India products				
Reserved for Make In India products	Yes			
MSE Purchase Preference/एमएसई खरीद वरीयता	MSE Purchase Preference/एमएसई खरीद वरीयता			
MSE Purchase Preference/एमएसई खरीद वरीयता	Yes			
	JL			

1. 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 qualify 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. 2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry

of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case o bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for %(selected by Buyer) percentage of total QUANTITY.

- 3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
- 4. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next highe 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 L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any 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) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

# **Supply - Reinforcement Steel - TMT Bar 8mm**

(Minimum 35% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

s	pecification Document	View File
В	OQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
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S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Md. Shahbaz Alam	370510,KPS2 Transmission Limited, 765/400 kV GIS (Under Construction), Khavda Pooling Station-2, RE Park, at Great Rann of Kutch, Khavda- Vighakote Highway Near Khavda, District-Kutch, Gujarat- 370510	23	60

# **Supply - Reinforcement Steel - TMT Bar 10mm**

(Minimum 35% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Md. Shahbaz Alam	370510,KPS2 Transmission Limited, 765/400 kV GIS (Under Construction), Khavda Pooling Station-2, RE Park, at Great Rann of Kutch, Khavda- Vighakote Highway Near Khavda, District-Kutch, Gujarat- 370510	7	60

# **Supply - Reinforcement Steel - TMT Bar 12mm**

(Minimum 35% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File

BOQ Detail Document	<u>View File</u>
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Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Md. Shahbaz Alam	370510,KPS2 Transmission Limited, 765/400 kV GIS (Under Construction), Khavda Pooling Station-2, RE Park, at Great Rann of Kutch, Khavda- Vighakote Highway Near Khavda, District-Kutch, Gujarat- 370510	17	60

# **Supply - Reinforcement Steel - TMT Bar 16mm**

(Minimum 35% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
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S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Md. Shahbaz Alam	370510,KPS2 Transmission Limited, 765/400 kV GIS (Under Construction), Khavda Pooling Station-2, RE Park, at Great Rann of Kutch, Khavda- Vighakote Highway Near Khavda, District-Kutch, Gujarat- 370510	36	60

# **Supply - Reinforcement Steel - TMT Bar 20mm**

(Minimum 35% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Md. Shahbaz Alam	370510,KPS2 Transmission Limited, 765/400 kV GIS (Under Construction), Khavda Pooling Station-2, RE Park, at Great Rann of Kutch, Khavda- Vighakote Highway Near Khavda, District-Kutch, Gujarat- 370510	28	60

# **Supply - Reinforcement Steel - TMT Bar 25mm**

(Minimum 35% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document View File	
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BOQ Detail Document	<u>View File</u>
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Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Md. Shahbaz Alam	370510,KPS2 Transmission Limited, 765/400 kV GIS (Under Construction), Khavda Pooling Station-2, RE Park, at Great Rann of Kutch, Khavda- Vighakote Highway Near Khavda, District-Kutch, Gujarat- 370510	81	60

# **Supply - Reinforcement Steel - TMT Bar 32mm**

(Minimum 35% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
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S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Md. Shahbaz Alam	370510,KPS2 Transmission Limited, 765/400 kV GIS (Under Construction), Khavda Pooling Station-2, RE Park, at Great Rann of Kutch, Khavda- Vighakote Highway Near Khavda, District-Kutch, Gujarat- 370510	8	60

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

### 1. 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 %.

### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

PROJECT	PGCIL 400kV GIS Substation at Khavda, Gujarat
ITEM	Reinforcement Steel - TMT Bars
SUBJECT	Bid Specific ATC

# 1. BHEL Contact (Technical):

For any **technical clarification**, please contact **Mr. Vinay Kumar Anand, Ma nager (TBEM).** Contact No. 0120-674-8548; e-mail: <u>vinayanand@bhel.in</u>

# 2. BHEL Contact (Commercial):

For any **commercial clarification**, please contact **Mr. Santosh Kumar Vishw akarma, Manager (TBMM).** Contact No. 0120-674-8535; e-mail: <a href="mailto:skvishwa@bhel.in">skvishwa@bhel.in</a>

# 3. Terms of Payment:

Following options for payment terms shall be applicable in supersession of the p ayment terms provided elsewhere in GeM Bid:

# a) **Option-I (Normal Mode):**

100% of payment within 45 days for MSE (Micro & Small Enterprises)/ within 60 days for Medium Enterprises/ within 90 days for non MSME suppliers from the date of receipt of complete invoice along with documents in 3 Sets (Origi nal + 2 Copies). Accordingly, the Supplier has to provide the following documents for processing of bills:

- a) GST Compliant Tax Invoice
- b) LR (Lorry Receipt)
- c) Material Test Certificate (MTC)

### Note:

It should be ensured that Tax Invoice complies with statutory requirements under GST law to enable BHEL to avail Input Tax Credit.

### "OR"

# b) Option-II (LC Mode):

100% payment along with GST by LC with usance period of 120 days reckon ed from the date of submission of documents (Original Tax Invoice, MTC & Consignee received LR copy free from errors) at Beneficiary bank. Opening charges and retirement charges shall be to BHEL's account.

Other LC related timelines shall be as follows:

SI. No	LC Terms	Conditions
1.	LC Validity	90 days from LC establishme nt
2.	Negotiation Period	21 days from the date of ship ment

3.	Delivery Period due to LC Payment Terms	60 days from the date of LC establishment
4.	LC Opening	Within 21 days from GeM PO date

### Note:

- a) LC expiry period shall be 111 days (LC Validity + Negotiation Period).
- b) Latest shipment date of LC shall be 90 days from the date of opening of LC.
- c) For LC amendment, i.e. validity extension after delivery date, charges shall be to supplier's account and amendment will be done in 5-7 days from request.

# 4. RXIL (TReDS) Platform:

TBG is registered with RXIL (TReDS) platform. MSME bidders are requested to g et registered with RXIL (TReDS) platform to avail the facility as per GoI guideline s.

# 5. Terms of Delivery:

Ex-works basis including Packing & Forwarding charges. F&I up to site is in the s cope of bidder. LR/ GR date or invoice date (whichever is later) shall be conside red as the delivery date.

# **6.** Dispatch Documents:

Following documents (Original + 1 copy) are required to be sent along with vehi cle/ consignment at site:

- a) Transporter copy of Invoice
- b) LR copy
- c) Weightment Slip
- d) Gate Pass
- e) Material Test Certificate (MTC)

**Note:** Heat No./ Tag must be provided along with supply of TMT.

# 7. Delivery Requirement:

- a) 60 days from the date of PO placement for payment through Normal Mode.
- b) 60 days from the date of LC establishment for payment through LC Mode.

### 8. Prices:

The quoted prices by the bidder shall be on **Firm basis**. Price shall be quoted by bidder as inclusive of GST, i.e., Ex-works including Packing & Forwarding Charges + F&I + GST.

# 9. Material Replacement:

Replacement of defective materials shall be done free of cost by the supplier in case of notification of defect in materials within the period of Sixty (60) days from the date of dispatch of materials. The defective materials shall be replaced within One (01) month period from the date of notification of defect in materials.

# 10. Reverse Auction:

Bid to RA is applicable.

# 11. Liquidated Damage for Delayed Delivery beyond Delivery Period:

0.5% of undispatched goods per week up to maximum 10%. Invoice/ LR/ any oth er dispatch document date will be utilized for LD calculation. However, inordinat e delay in delivering the materials for reasons attributable to supplier will not su ffice the case.

### 12. Risk Purchase:

Alternatively, the purchaser at his option will be entitled to terminate the contra ct and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available. The supplier shall be liable for any loss, which the Purchaser may sustain by reason of such risk purchases.

# 13. Technical Pre-Qualification Requirement:

Technical pre-qualifying requirement shall be as per **Annexure-I.** 

# **14.** Technical Specifications for Reinforcement Steel:

No permissible Technical Deviation has been envisaged. Bidder to quote as per Technical Specification below:

- a) All reinforcement steel shall be corrosion resistant steel and of Gr ade FE500D confirming to IS 1786 (latest revision).
- c) Reinforcement steel should be supplied either by POWERGRID approved pri me producers/ manufacturers "or" the bidder should procure TMT bars fro m POWERGRID approved vendors/ its authorized dealers for different sizes of TMT. For POWERGRID approved vendors, please refer POWERGRID comp endium. The latest compendium of vendors (as on date) may be referred a t Annexure-II.

d) Transportation up to site and transit insurance is in the scope of Bidder and unloading of materials at BHEL site is not in Bidder's scope. Bidder to quot e prices accordingly. Delivery should be made in bundled condition without mixing of different sizes of TMT.

# 15. Destination/ Delivery Location:

KPS2 Transmission Limited, 765/400kV GIS (Under Construction), Khavda Poolin g Station-2, RE Park at Great Rann of Kutch, Khavda-Vighakote Highway Near K havda, District - Kutch, Gujarat, PIN 370 510.

### 16. Bill to Address:

Bharat Heavy Electricals Limited (Khavda Site), C/o KPS2 Transmission Limited, 765/400kV GIS (Under Construction), Khavda Pooling Station-2, RE Park at Great Rann of Kutch, Khavda-Vighakote Highway Near Khavda, District - Kutch, Gujara t, PIN 370 510, GSTN 24AAACB4146P1ZL.

# 17. Performance Bank Guarantee (PBG):

Not applicable for this item.

# **18.** Acceptance of Offer:

- a) Bidder's offer will be considered for evaluation based on PQR, Technical and other commercial documents submitted along with bid.
- b) Bidder's offer will be acceptable subject to final acceptance of ven dor by ultimate customer as approved supplier.

### 19. Make in India:

For this procurement, the local content to categorize a supplier as Class-I local s upplier/ Class-II local supplier/ Non-local supplier and purchase preference to Cl ass-I local supplier, is as defined in Public Procurement (Preference to Make in In dia), Order 2017 Dtd. 04.06.2020, issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the ite ms of the NIT, the same shall be applicable even if issued after issue of this NIT but before opening of Part-II bids against this NIT.

"Bidder to specify the percentage of local content as per the format of self-decla ration for local content" as per **Annexure-V.** 

"This tender is not a global tender and only Class-I suppliers as defined under the DPIIT Order No. P-45021/2/2017-PP (BE-II) Dtd. 04.06.2020 and subsequent or ders are eligible to bid in this tender. **Bids received from Class-II & Non-loca I supplier shall be rejected**."

# 20. Compliance to GOI order for restrictions under Rule 144 (xi) of General Financial Rules (GFRS), 2017 (Annexure-VIII):

Refer clause at **Annexure-VIII** and Certification at **Annexure-IX/ Annexure-X** (whichever is applicable) regarding restrictions under Rule 144 (xi) of General Fi nancial Rules (GFRs), 2017. Bidder to comply the clause and submit the certification. Non-compliance/ Non-submission of certification will lead to rejection of Off er.

# 21. MoP Circular (Annexure-XI):

Bidder to comply the MOP circular dated 02-07-2020 (Annexure-XI) and its sub sequent amendment, if any, in prescribed format (Annexure-XII). Non-complia nce/ Non-submission will lead to rejection of Offer (Not Applicable for cases where local content is 100%).

# 22. Supply Quantity Tolerance:

If mentioned otherwise in NIT, the supply tolerance shall be  $\pm 10\%$  for each item of PO.

### 23. Weightment Variation:

Quantity tolerance of  $\pm 70~kg$  shall be considered while deducting any amount on account of shortages.

# 24. Variation in Contract Value and Quantities:

BHEL shall have the right to variation in contract value on account of quantity v ariation of items within  $\pm 10\%$  of the total GeM Contract value.

# 25. Unpriced Bid:

Vendor to furnish "Quoted"/ "Not Quoted" in unpriced bid given in **Annexure-II**.

### 26. Details of Bidder:

Bidder to submit their complete contact information details in **Annexure-IV**.

# 27. Bid Evaluation:

Evaluation shall be done on Total Cost to BHEL basis. Order shall be placed on G eM portal and a separate order for the project shall be issued by BHEL through t heir own portal.

### 28. Deviations:

- a) Technical Deviation: No Technical Deviation is envisaged.
- b) Commercial Deviation: No Commercial Deviation is envisaged

# **29.** Bidder to submit **signed and stamped copy of the following** while uploadin g bid in GeM portal:

a) Annexure-I : Technical Pre-Qualification Requirement

b) Annexure-II : POWERGRID Compendium of Vendors for Reinforcement

Steel (TMT)

c) Annexure-II : Unpriced Bid

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d) Annexure-I : Contact Details of Bidder

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e) Annexure-V : Local Content Self-Certification

f) Annexure-V: Schedule of Commercial Deviation

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g) Annexure-V : Schedule of Technical Deviation

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h) Annexure-V: Clause regarding restrictions under Rule 144 (xi) of the

General Financial Rules (GFRs), 2017 as per Governmen t of India Order OM NO.6/18/2019-PPD Dtd. 23.07.2020

t of findia order off No.0/10/2019-FFD Dtd. 25.07.2020

i) Annexure-I : Compliance to Government of India Order OM NO.6/18/2

019-PPD Dtd. 23.07.2020 regarding restrictions under ru le 144 (xi) of the General Financial Rules (GFRs), 2017

j) Annexure-X: Compliance to Government of India Order OM NO.6/18/2

019-PPD Dtd. 23.07.2020 regarding restrictions under ru

le 144 (xi) of the General Financial Rules (GFRs), 2017

k) Annexure-X: MoP Circular

I) Annexure-X : Vendor Compliance Format

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# 30. Important Notes:

a) All other terms & conditions shall be read as per GTC of GeM.

- b) Bidder should upload signed and stamped copy of this Bid Specific ATC do cument along with their Technical Bid as token of acceptance.
- c) This tender is in two bid system. Bidders are requested not to quote their prices here.

Plac		Bidder's Na	:
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Dat			:
e	:	Designation	
		•	:
		eal	

ANNEXURE

Signature of the authorized representati ve of

Plac e	:	Bidder's Na me	:
Dat e	:	Designation	:
		Company S eal	:

ANNEXURE-

Signature of the authorized representati ve of

**POWERGRID COMPENDIUM OF VENDORS FOR REINFORCEMENT STEEL (TMT)** 

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		Signature of t ve of	the authorized representati
Plac e	:	Bidder's Na me	:
Dat e	:	Designation	:
		Company S eal	:
			ANNEXURE-I

**UNPRICED BID** 

SI N o.	Item Description	U n it	Qu an tit y	Unit Ex-w orks	Total Ex-wo rks	GST on T otal Ex-w orks	Un it F& I	Tot al F&I	GST on Total F &I	Total co st to BH EL
1.	Supply Reinforceme nt Steel : TMT Bar <b>8</b> <b>mm</b>	M T	23. 00	Quote d	Quote d	Quoted	Qu ote d	Qu ote d	Quoted	Quoted
2.	Supply Reinforceme nt Steel : TMT Bar <b>1</b> <b>0mm</b>	M T	7.0 0	Quote d	Quote d	Quoted	Qu ote d	Qu ote d	Quoted	Quoted
3.	Supply Reinforceme nt Steel : TMT Bar <b>1</b> <b>2mm</b>	M T	17. 00	Quote d	Quote d	Quoted	Qu ote d	Qu ote d	Quoted	Quoted
4.	Supply Reinforceme nt Steel : TMT Bar <b>1</b> <b>6mm</b>	M T	36. 00	Quote d	Quote d	Quoted	Qu ote d	Qu ote d	Quoted	Quoted
5.	Supply Reinforceme nt Steel : TMT Bar 2 0mm	M T	28. 00	Quote d	Quote d	Quoted	Qu ote d	Qu ote d	Quoted	Quoted
6.	Supply Reinforceme nt Steel : TMT Bar <b>2</b> <b>5mm</b>	M T	81. 00	Quote d	Quote d	Quoted	Qu ote d	Qu ote d	Quoted	Quoted
7.	Supply Reinforceme nt Steel : TMT Bar <b>3</b> <b>2mm</b>	M T	8.0	Quote d	Quote d	Quoted	Qu ote d	Qu ote d	Quoted	Quoted

Signature of the authorized representati ve of

Plac e :		Bidder's Na me	:
Dat e :		Designation	:
		Company S eal	:
			ANNEXURE-I
	CONTACT DE	TAILS OF BIDDER  -	
Work Address		-	
Correspondence Addr		-	
GST No.		-	
PAN No.		-	
Details of contact pe	rson for clarifica	tion regarding k	oid:
Contact Person Name			
Designation		-	
email ID		-	

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-
Signature of the authorized representati ve of

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eal

Designation

Company S

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**ANNEXURE-**'

Bidder's Na : .....

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Item/ Package Name	Reinforcement Steel - TMT Bars
GeM Bid No.	
Project	PGCIL 400kV GIS Substation at Khavda, Gujarat
Percentage of Local C ontent	%

Format of Self-certification regarding Local Content in line with PPP-MII order 2017 and its revision Dtd. 04.06.2020.			
Date:			
I			
That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (hereinafter PPP-MII Order) of Government of India is: ued vide Notification No. P-45021/2/2017-BE-II Dtd. 15.06.2017, its revision Dtd. 04.06.2020 and any subsequent modifications/ amendments, if any.			
That the information furnished hereinafter is correct to the best of my knowledge and the lief and I undertake to produce relevant records before the procuring entity/ BHEL or a ny other Government authority for the purpose of assessing the local content of goods/ services/ works supplied by me for			
That the local content for all inputs which constitute the said goods/ services/ works has been verified by me and I am responsible for the correctness of the claims made therein .			
That the goods/ services/ works supplied by me for			
That the value addition for the purpose of meeting the 'Minimum Local Content 'has been made by me at			

cation(s) at which value addition is made).

That in the event of the local content of the goods/ services/ works mentioned herein is ound to be incorrect and not meeting the prescribed supplier class categorization criter a as per said order, based on the assessment of procuring agency(s)/ BHEL/ Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority:

- i. Name and details of the Local Supplier(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Goods/ services/ works for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Minimum Local Con ent prescribed
- vi. Name and contact details of the unit of the Local Supplier(s)
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of input used to manufacture the Goods/ to provide servi es/ in construction of works
- xii. List and total cost of input which are domestically sourced. Value addition certifica es from suppliers, if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of	 (Name of firm	n/ entity)

# **Authorized signatory (To be duly authorized by the Board of Directors)**

(Insert Name, Designation and Contact No.)

**ANNEXURE-V** 

### **SCHEDULE OF COMMERCIAL DEVIATION**

-

The following are the deviations/ variations exception from the General Terms and Conditions:

SI. N o.	Clause No. of Terms and Conditions	Statement of Deviation
	Nil Deviation	Nil Deviation

In case, this schedule is not submitted, it will be presumed that the equipment/ materia to be supplied under this contract is deemed to be in compliance with the General Term s and Conditions.

If there is **Nil Deviation**, even then the format to be filled as **Nil Deviation**.

# Note:

- 1. Continuation sheets of like size and format may be used as per the Bidder's Requi ement and shall be annexed to this schedule.
- 2. Deviation mentioned in this schedule shall only be considered.

This Format is to be submitted in original duly signed by bidder.

Reproduction of the same in any sort is not acceptable.

	Signature of the ve of		the authorized representati
Plac e	:	Bidder's Na me	:
Dat e	:	Designation	:
			:
			ANNEXURE-V
	SCHEDULE OF TECHN	NICAL DEVIATION	<u>1</u>
	-		

The following are the deviations/ variations exception from the Technical Spec

**Clause No. of Technical Specifica** 

tions

ifications:

SI. N

0.

**Statement of Deviation** 

Nil Devi	ation	Nil Deviation
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In case, this schedule is not submitted, it will be presumed that the equipment/ materia to be supplied under this contract is deemed to be in compliance with the Technical Specifications.

If there is **Nil Deviation**, even then the format to be filled as **Nil Deviation**.

### Note:

- 3. Continuation sheets of like size and format may be used as per the Bidder's Requi ement and shall be annexed to this schedule.
- 4. Deviation mentioned in this schedule shall only be considered.

This Format is to be submitted in original duly signed by bidder.

Reproduction of the same in any sort is not acceptable.

Signature of the authorized representative of

Plac e	:	mo	:
Dat e	:	Designation	:
		Company S eal	:

ANNEXURE-VI

# CLAUSE REGARDING RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFIS), 2017 AS PER GOVERNMENT OF INDIA ORDER OM NO.6/18/2019-PPD DTD. 23.07.2020

- 1. 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.
- "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certair contexts) means any person or firm or company including any member of a consort um or joint venture (that is an association of several persons, or firms or companies , every artificial juridical person not failing in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, paticipating in a procurement process.
- **III.** "Bidder from a country which shares a land border with India" for the purpose of the is Order means:
  - a) An entity Incorporated, established or registered in such a country; or
  - b) A subsidiary of an entity Incorporated, established or registered in such a count y; or
  - c) An entity substantially controlled through entitles incorporated, established or egistered in such a country; or
  - d) An entity whose beneficial owner is situated in such a country, or
  - e) An Indian (or other) agent of such an entity; or
  - f) A natural person who is a citizen of such a country; or

- g) A consortium or joint venture where any member of the consortium or joint venure falls under any of the above
- **IV.** The beneficial owner for the purpose of (iii) above will be as under:
- 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical per on, has a controlling ownership interest or who exercises control through other means.

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# **Explanation:**

- a) "Controlling ownership interest" means ownership of or entitlement to more han twenty-five per cent. of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint majority of the directors or to con rol the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
- 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more ju idical person, has ownership of or entitlement to more than fifteen percent of the prope ty or capital or profits of such association or body of Individuals;
- 4. Where no natural person is Identified under (1) or (2) or (3) above the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more intere t in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
  - **V.** An Agent is a person employed to do any act for another or to represent another in dealings with third person.
  - **VI.** The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is regis

ered with the Competent Authority.

- The above clause is not applicable to the bidders from those countries (even if sharing a land border with India) to which the GoI has extended lines of credit or in which the GoI is engaged in development projects.
- List of countries to which lines of credit have been extended or in which developme t projects are undertaken are available on the Ministry of External affairs website (<a href="https://www.mea.gov.in/">https://www.mea.gov.in/</a>).

**ANNEXURE-I** 

-IT OF INDIA ORDER OM NO 6/18/2010 DRD DATED 22 /

# COMPLIANCE TO GOVERNMENT OF INDIA ORDER OM NO.6/18/2019-PPD DATED 23.07.2020 REGAF DING RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017

SI. No.	Description	Bidder's confirm ation
1.	We, M/s	Agreed

**Note:** Non-compliance of above said Gol Order and its subsequent amendment, (if any) by any bidder(s) shall lead for commercial rejection of their bids by BHEL.

		Signature of ve of	the authorized representati
Plac e	:	Bidder's Na me	:
Dat e	:	Designation	:
		Company S eal	:

ANNEXURE-

# COMPLIANCE TO GOVERNMENT OF INDIA ORDER OM NO.6/18/2019-PPD DATED 23.07.2020 REGAF DING RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017

SI. No.	Description	Bidder's confirm ation
1.	We, M/s	Agreed
	Evidence of valid registration by the Competent Authority is attached.	

**Note:** Non-compliance of above said Gol Order and its subsequent amendment, (if any) by any bidder(s) shall lead for commercial rejection of their bids by BHEL.

		Signature of ve of	the authorized representati
Plac e	:	Bidder's Na me	:
Dat e	:	Designation	:
			:
			ANNEXURE-)

**ANNEXURE-X** 

# **VENDOR COMPLIANCE FORMAT IN BIDDER LETTER HEAD**

In view of order No. 25-111612018-PG, Dated 02.07.2020 of Ministry of Power GOI

GeM Bid N o.	
Project	PGCIL 400kV GIS Substation at Khavda, Gujarat
Item	Reinforcement Steel - TMT Bars

This is to certify that all equipment, components, and parts imported for use in the Power Supply System and Network are in strict compliance to directions issued by Ministry of Power, Govt. of India vide order No. 25-111612018-PG Dtd. 02.07.2020. The imported component(s), part or assembly item(s) does not carry any malware/ Trojan, etc.

**Note:** Non-compliance of MoP Order and its subsequent amendment(s), (if any), by vel dor shall lead to rejection of their offer or cancellation of contract, which is awarded by BHEL.

		Signature of the authorized representative of	
Plac e	:	Bidder's Na me	:
Dat e	:	Designation	:
		Company S eal	:
Buyer	Added Bid Specific ATC		
Buyer ı	uploaded ATC document <u>Click here to view the file</u> .		

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

governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and

process due to these ATCs and due to modification of technical specifications and / or terms and conditions

3.

Disclaimer/अस्वीकरण

would not be considered as part of bid:-

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

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which share 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 undertak 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. जिम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध रं संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर के लिए तभी पात्र होगा जब वह बिड दे वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जा 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---