



Bid Number: GEM/2022/B/2832885 Dated: 08-12-2022

# **Bid Document**

	Bid Details		
Bid End Date/Time	19-12-2022 14:00:00		
Bid Opening Date/Time	19-12-2022 14:30:00		
Bid Offer Validity (From End Date)	90 (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	716		
Item Category	150821590000 PIPE OD 168.30 X 7.11THK - SA106GRB as per TDC PY52097 R00 , 156055510000 PIPE OD 355.6 X 6.35THK - SA106GRB as per TDC PY52097 R00 and QP NO PY52097-0 Rev 0 DATE 29.06.2022 , 151820030000 PIPE OD 21.3 X 4.78THK - SA106GRB as per TDC PY52097 R00 , 151820110000 PIPE OD 33.4 X 4.55THK - SA106GRB as per TDC PY52097 R00 , 156055500000 PIPE OD 60.3 X 3.91THK - SA106GRB as per TDC PY52097 R00 and QP NO PY52097-0 Rev 0 DATE 29.06.2022 , 156055350000 PIPE OD 88.9 X 5.49THK - SA106GRB as per TDC PY52097 R00 and QP NO PY52097-0 Rev 0 DATE 29.06.2022 , 156051050000 PIPE OE 273 X 12.7THK - SA106GR.B as per TDC PY52097 R00 and QP NO PY52097-0 Rev 0 DATE 29.06.2022 , 156055560000 PIPE OD 273 X 9.27THK - SA106GRB as per TDC PY52097 R00 and QP NO PY52097-0 Rev 0 DATE 29.06.2022 , 151820020000 PIPE OD 21.3 X 3.73THK - SA106GRB as per TDC PY52097 R00 , 151820070000 PIPE OD 26.7 X 3.91THK - SA106GRB as per TDC PY52097 R00 and QP NO PY52097-0 Rev 0 DATE 29.06.2022 , 156054880000 ERW PIPE OD 508.0 X 12.7THK - API5LGr.B as per TDC PY52097 R00 and QP NO PY52097-0 Rev 0 DATE 29.06.2022 , 156050250000 PIPE OD 60.8 X 4.5THK - IS 1239 as per TDC PY52097 R00 and QP NO PY52097-0 Rev 0 DATE 29.06.2022 , 150386260000 ERW TUBE NB 32 MEDIUM - IS1161YST240 as per TDC IS 1161_2014 and QP NO PY52097-0 Rev 0 DATE 29.06.2022 , 150.82022		
BOQ Title	H112200057 SUPPLY of CS and ERW PIPES		
Years of Past Experience Required for same/similar service	2 Year (s)		
MSE Exemption for Years of Experience and Turnover	Νο		
Startup Exemption for Years of Experience and Turnover	Νο		

Bid Details			
Document required from seller	Experience Criteria,Past Performance,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		
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	156054880000 ERW PIPE OD 508.0 X 12.7THK - API5LGr.B as per TDC PY52097 R00 and QP NO PY52097-0 Rev 0 DATE 29.06.2022		
Time allowed for Technical Clarifications during technical evaluation	2 Days		
Estimated Bid Value	600000		
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	Group wise evaluation		

### EMD Detail

	No		

# ePBG Detail

Required No	Required	No
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(a). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

# Splitting

Bid splitting not applied.

### **MII Purchase Preference**

MII Purchase Preference

Yes

### **MSE Purchase Preference**

		L
MSE Purchase Preference	Yes	

1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. 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 defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises vill be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

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 are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

4. 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.

5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the 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 prices from 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 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.

### **Evaluation Method** (Group Wise Evaluation Method)

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

Eval uatio n Sche dules	Esti mat ed Val ue	ltem/Category	Consig nee/Re porting Officer	Consignee Address	Q u a ti t y													
		150821590000 Pipe Od 168.30 X 7.11thk - Sa106grb As Per Tdc Py52097 R00	Purusott am Marndi	Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India. 530012	1 8													
		156055510000 Pipe Od 355.6 X 6.35thk - Sa106grb As Per Tdc Py52097 R00 And Qp No Py52097-0 Rev 0 Date 29.06.2022		Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India. 530012	1 0													
		151820030000 Pipe Od 21.3 X 4.78thk - Sa106grb As Per Tdc Py52097 R00	Purusott am Marndi	Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India. 530012	1 8													
		151820110000 Pipe Od 33.4 X 4.55thk - Sa106grb As Per Tdc Py52097 R00	Purusott am Marndi	Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India. 530012	7 5													
		156055500000 Pipe Od 60.3 X 3.91thk - Sa106grb As Per Tdc Py52097 R00 And Qp No Py52097-0 Rev 0 Date 29.06.2022	Purusott am Marndi	Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India. 530012	42													
PACK AGE - A	200 000														156055350000 Pipe Od 88.9 X 5.49thk - Sa106grb As Per Tdc Py52097 R00 And Qp No Py52097-0 Rev 0 Date 29.06.2022	Purusott am Marndi	Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India. 530012	5 4
						156051050000 Pipe Od 273 X 12.7thk - Sa106gr.b As Per Tdc Py52097 R00 And Qp No Py52097-0 Rev 0 Date 29.06.2022	Purusott am Marndi	Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India. 530012	1 0									
		156055560000 Pipe Od 273 X 9.27thk - Sa106grb As Per Tdc Py52097 R00 And Qp No Py52097-0 Rev 0 Date 29.06.2022	Purusott am Marndi	Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India. 530012	1 0													
				151820020000 Pipe Od 21.3 X 3.73thk - Sa106grb As Per Tdc Py52097 R00	Purusott am Marndi	Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India. 530012	3 0											
		151820070000 Pipe Od 26.7 X 3.91thk - Sa106grb As Per Tdc Py52097 R00 And Qp No Py52097-0 Rev 0 Date 29.06.2022	Purusott am Marndi	Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India. 530012	6 0													

		156052650000 Pipe Od 273.1 X 6.35thk - Api5lgr.b As Per Tdc Py52097 R00 And Qp No Py52097-0 Rev 0 Date 29.06.2022	Purusott am Marndi	Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India. 530012	1 4
PACK AGE -	400	156054880000 Erw Pipe Od 508.0 X 12.7thk - Api5lgr.b As Per Tdc Py52097 R00 And Qp No Py52097-0 Rev 0 Date 29.06.2022	Purusott am Marndi	Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India. 530012	1 0
B	000 156050250000 Pipe Od 60.8 X PL   4.5thk - Is 1239 As Per Tdc Py52097 R00 And Qp No Py52097-0 Rev 0 PL   Date 29.06.2022 150386260000 Erw Tube Nb 32 PL   Medium - Is1161yst240 As Per Tdc Is PL   1161 2014 And Op No Py52097-0 PL	4.5thk - Is 1239 As Per Tdc Py52097 R00 And Qp No Py52097-0 Rev 0	Purusott am Marndi	Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India. 530012	1 6 5
		Purusott am Marndi	Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India. 530012	2 0 0	

# 150821590000 PIPE OD 168.30 X 7.11THK - SA106GRB As Per TDC PY52097 R00

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

Brand Type

Unbranded

#### **Technical Specifications**

Specification Document	View File
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/Reporti ng Officer		Address	Quantity	Delivery Days
1	Purusottam Marndi	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India.	18	84

# 156055510000 PIPE OD 355.6 X 6.35THK - SA106GRB As Per TDC PY52097 R00 And QP NO PY52097-0 Rev 0 DATE 29.06.2022

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

Brand Type Unbranded
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### **Consignees/Reporting Officer and Quantity**

S.No. Consignee/Reporti ng Officer		Address	Quantity	Delivery Days
1	Purusottam Marndi	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India.	10	84

# 151820030000 PIPE OD 21.3 X 4.78THK - SA106GRB As Per TDC PY52097 R00

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

Brand Type	Unbranded
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# **Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Purusottam Marndi	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India.	18	84

# 151820110000 PIPE OD 33.4 X 4.55THK - SA106GRB As Per TDC PY52097 R00

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

18		
	Brand Type	Unbranded

### **Technical Specifications**

Specification Document	View File
BOQ Detail Document	View File

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# **Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Purusottam Marndi	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India.	75	84

# 156055500000 PIPE OD 60.3 X 3.91THK - SA106GRB As Per TDC PY52097 R00 And QP NO PY52097-0 Rev 0 DATE 29.06.2022

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

Brand Type

Unbranded

### **Technical Specifications**

Spe	cification Document	View File
BO	Q Detail Document	View File

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

# **Consignees/Reporting Officer and Quantity**

S.N	lo. Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Purusottam Marndi	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India.	42	84

# 156055350000 PIPE OD 88.9 X 5.49THK - SA106GRB As Per TDC PY52097 R00 And QP NO PY52097-0 Rev 0 DATE 29.06.2022

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

Brand Type

Unbranded

### **Technical Specifications**

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BOQ Detail Document	View File

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### **Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Purusottam Marndi	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India.	54	84

# 156051050000 PIPE OD 273 X 12.7THK - SA106GR.B As Per TDC PY52097 R00 And QP NO PY52097-0 Rev 0 DATE 29.06.2022

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

Brand Type

Unbranded

### **Technical Specifications**

Specification Document	View File
BOQ Detail Document	View File

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# **Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Purusottam Marndi	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India.	10	84

# 156055560000 PIPE OD 273 X 9.27THK - SA106GRB As Per TDC PY52097 R00 And QP NO PY52097-0 Rev 0 DATE 29.06.2022

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

Brand Type

Unbranded

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Specification Document	View File
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# **Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Purusottam Marndi	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India.	10	84

# 151820020000 PIPE OD 21.3 X 3.73THK - SA106GRB As Per TDC PY52097 R00

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

Brand Type	Unbranded
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# **Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Purusottam Marndi	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India.	30	84

# 151820070000 PIPE OD 26.7 X 3.91THK - SA106GRB As Per TDC PY52097 R00 And QP NO PY52097-0 Rev 0 DATE 29.06.2022

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

Brand Type

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### **Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Purusottam Marndi	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India.	60	84

# 156052650000 PIPE OD 273.1 X 6.35THK - API5LGr.B As Per TDC PY52097 R00 And QP NO PY52097-0 Rev 0 DATE 29.06.2022

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

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# **Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Purusottam Marndi	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India.	14	84

# 156054880000 ERW PIPE OD 508.0 X 12.7THK - API5LGr.B As Per TDC PY52097 R00 And QP NO PY52097-0 Rev 0 DATE 29.06.2022

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

Brand Type

Unbranded

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Specification Document	View File
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### **Consignees/Reporting Officer and Quantity**

		S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
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S.No. Consignee/Report ng Officer		Address	Quantity	Delivery Days
1	Purusottam Marndi	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India.	10	84

# 156050250000 PIPE OD 60.8 X 4.5THK - IS 1239 As Per TDC PY52097 R00 And QP NO PY52097-0 Rev 0 DATE 29.06.2022

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

Brand Type

Unbranded

### **Technical Specifications**

Specification Document	View File
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/Reporti ng Officer	Address	Quantity	Delivery Days
1	Purusottam Marndi	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India.	165	84

# 150386260000 ERW TUBE NB 32 MEDIUM - IS1161YST240 As Per TDC IS 1161\_2014 And QP NO PY52097-0 Rev 0 DATE 29.06.2022

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

Brand Type

Unbranded

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Specification Document	View File
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# **Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Purusottam Marndi	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India.	200	84

# **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 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.

### 2. 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.

# 3. 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.

#### 4. 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 %.

### 5. 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.

# 6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

# INSTRUCTIONS TO BIDDERS and SPECIAL TERMS & CONDITIONS (CS & ERW PIPES -H112200057)

- 1) Bidder shall submit Categorical Confirmation of this ITB as a token of acceptance of the PQC, Special Terms and Conditions, Specifications, TDC and Quality Plan clauses mentioned. Vendor shall comply to 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 and stamped on each page by authorised representative of the vendor.
- 2) Bidder shall follow GeM general term and conditions and submit the offer (<u>https://gem.gov.in/page/detail/34</u>).
- **3)** All the terms and conditions mentioned in Special Terms and Conditions, Technical Specifications & Quality Plan (QP) shall supersede any other similar terms quoted elsewhere.
- **4) QUOTED PRICE:** Bidder shall quote the Price inclusive of Testing, Freight, Packing & Forwarding, Transit Insurance, GeM transaction charges, any other taxes and GST etc. No extra payment will be made over & above quoted price.
- 5) Contact Details: For any Technical queries: Mr. Y Srinivasa Rao (0891-2881105) and for any commercial / GeM queries: Mr. N Satish Kumar (0891-2881319).

# 6) SPECIAL TERMS AND CONDITIONS

- A) TDC & QP: <u>Vendor should supply the Materials as per TDCs and QP</u> <u>mentioned in UNPRICED BID.</u>
- **B)** INSPECTION: -

# For Non-IBR Items: <u>By BHEL / BHEL Authorized TPIA & TPIA charges are in BHEL</u> <u>Scope.</u>

Supplier needs to register at BHEL online portal i.e. www.cqir.bhel.in for offering Inspection call on is readiness of items according to contract. On readiness of ordered material, the supplier shall raise inspection call request with a minimum period of 07 working days to the authorized representative of the purchaser for inspection / witnessing the testing as envisaged in P.O. Inspection Charges shall be borne by BHEL.

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

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For IBR Items: By IBR as mentioned below by meeting TDC requirements.

- $\varnothing\,$  By IBR / IBR Authorised Inspection Agency. Material Test Certificate should be as per RESPECTIVE TDC.
- Ø Technical Officer Signature is NOT Acceptable.
- $\varnothing$  For all IBR Items Inspection & Testing Charges are to be in Bidder's Account.

Provide original IBR ORIGINAL MANUFACTURE TEST CERTIFICATE's to BHEL-

HPVP on non-returnable basis or get endorsed & stamped from respective IBR authorities (i.e. Director / Jt. Director / Dy. Director) of your premises / jurisdiction.

### ALTERNATIVELY

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

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 subcontractor's premises at all reasonable times during execution of the contract and before dispatch clearance; Such inspection, examination and testing, if made, shall not absolve the vendor from his obligations under the contract.

# C) MAKE / MANUFACTURER:

- Ø OFFERS from BHEL APPROVED MANUFACTURERS as per ANNEXURE-D are ACCEPTABLE.
- Ø <u>OFFERS from OTHER MANUFACTURERS registered with Sister Units /</u> <u>Regions of BHEL for similar type of items shall also be considered on</u> <u>submission of Valid BHEL Registration Letter.</u>
- Ø <u>OFFERS from OTHER SUPPLIERS who have supplied similar items to any</u> <u>of the BHEL Units shall also be considered on submission of PO copy</u> <u>Inspection Reports, LR, Invoice Copy / Job Completion Certificate.</u>
- Ø OFFERS from TRADERS / STOCKISTS are also acceptable subject to Supply of MAKE as per Approved Manufacturers List (Annexure-D) or MAKE of Other Manufacturers registered with BHEL Sister Units / Regions on submission of Valid Registration Letter.
- **D) GUARANTEE CERTIFICATE:** Vendor should guarantee the material against all design and manufacturing defects and for performance for a period of 18 months from the date of last dispatch or 12 months from the date of commissioning whichever is earlier. If any defect is noticed during the above period, the same shall be rectified / replaced free of cost on FOR BHEL within a reasonable time.
- E) PRE-QUALIFICATION CRITERIA: <u>Pre-Qualification Criteria (PQC) / Eligibility</u> <u>criteria: PQC / Eligibility criteria for vendor to participate against this Bid</u> <u>mentioned below is essential. Supporting documents need to be attached</u> <u>along with Technical bid, offers without proper supporting documents in line</u> <u>with the requirement shall not be considered for scrutiny.</u>
  - Ø <u>Experience & Past performance in executing similar type of material in last</u> <u>2 years (PO copies & Inspection release note preferably from PSU</u> <u>reckoned as supporting documents).</u>
  - Ø <u>Financial Standing thru latest I.T.C.C. and Annual Report (Balance sheet,</u> <u>Profit & Loss account) of last 3 fiscal years.</u>
  - Ø PAN, TIN, GST Details.

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

- **F)** Other clauses like Tender Evaluation, LD, Firm Price etc., shall be as GeM General terms and conditions.
- **G)** BHEL reserves the right to cancel the Enquiry / Tender at any stage without assigning any reasons thereof. Also BHEL reserves the right to reject or accept one or any offer without assigning any reason.
- H) FRAUD PREVENTION POLICY: The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <u>http://www.bhel.com</u> and shall immediately bring to the notice of BHEL Management about 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 earlier supplies, you 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 throughout the contract including extension, if any, for any reason whatsoever and no escalation is admissible for this contract.

### **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, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site <u>www.bhel.com</u>.

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 corruption in connection with the tender process and execution of the contract. BHEL will during the tender 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 and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- Ø The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- Ø The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

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

# L) NEW PROVISION (SECTION 194Q) REGARDING DEDUCTION OF TAX AT SOURCE @ 0.1% ON PURCHASE OF GOODS FROM RESIDENT:

Ø New Section 194Q is inserted for deduction of TDS by a person (whose turnover exceeds Rs. 10 crores) who is paying any sum to any resident for purchase of any goods of the value exceeding Rs. 50 lakhs 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 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. (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 and TCS at the higher rates in case of non-filers of the income tax return for preceding two years (provided total 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. These provisions shall not be applicable where the tax is required to be deducted under sections 192, 192A,

# *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, Riot, 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 / 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 such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL. In the event of such cancellation the supplier shall refund any amount advanced or paid to the supplier by BHEL and deliver back any material issued to him by BHEL and release facilities, if any, 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, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole 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 upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1995 (India) or statutory 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 from 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 place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject 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 this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

# **P)** JURISDICTION:

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil/territorial jurisdiction in this behalf at Visakhapatnam and only the said Courts(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

# **Q) RISK PURCHASE:**

The delivery period stated shall be reasonable/realistic and shall strictly be adhered to. If the material is not supplied within the agreed delivery period, in order to avoid loss or damage BHEL reserves the right to cancel the order and purchase the material (either wholly or undelivered portion) from alternate source(s) at the Risk and Cost (with extra 5 % overhead) of the Supplier. In such an event, it shall be obligatory on the part of Supplier to make good any loss suffered by the BHEL. In such cases, BHEL shall withhold bills, bank guarantees, etc., of the Supplier, which are pending either at HPVP BHEL or any other Unit of BHEL.

# *R)* **REJECTION & REPLACEMENT:**

If any material is rejected, supplier to make free of cost (on freight paid basis) replacement within a specified period. Rejected materials can be lifted by the supplier thereafter. (OR) BHEL Shall take alternate procurement action from elsewhere and recover the difference in cost, if any incurred by BHEL in this regard from the supplier. The supplier shall not be entitled to any gain on repurchase. (OR) BHEL can terminate the contract either in part or wholly in which at BHEL discretion and recover loss if any from the supplier.

# S) GUARANTEE CERTIFICATE:

Vendor should guarantee that all materials shall be free from any defect due to facility design, material and workmanship. Supplier shall guarantee the performance of material/equipment/total system, for a period of 18 months from the date of last dispatch or 12 months from the date of commissioning, whichever is earlier. If any defect is noticed during the above period, the same shall be rectified / replaced free of cost on FOR BHEL-HPVP, Visakhapatnam / Destination basis within a reasonable time.

# *T)* **PAYMENT TERM:**

100% payment shall be made within the stipulated days as mentioned below from the date of receipt and acceptance of materials at BHEL.

TYPE OF BIDDER	Payment Days)	Terms	(Number	of
Micro & Small Enterprises (MSEs)		45 Da	ys	
Medium Enterprises		60 Da	ys	
Non MSMEs		90 Da	ys	

However, GST Portion of Invoice shall be released only upon:

- 1) Vendor declaring the Invoice in their GSTR-1.
- 2) Receipt of Goods and Tax Invoice by BHEL.
- 3) Confirmation of Payment of GST thereon by vendor on GSTN Portal.

### PACKAGE WISE EVALUATION BASIS (BIDDER HAS TO QUOTE FOR ALL THE ENQUIRED ITEMS IN A PARTICULAR PACKAGE. IF NOT, OFFER WILL NOT BE CONSIDERED FOR EVALUATION)

			PACKAGE - A (10 ITEMS)			
SL. NO.	REF. NO.	MATL. CODE	MATL. DESCRIPTION	<b>Q</b> ТҮ	UNIT	INSP. TYPE

1	100009106/10 (7938/11-002)	15082159000 0	PIPE OD 168.30 X 7.11THK - SA106GRB as per TDC:PY52097 R00	18	MTR	IBR
2	100009106/20 (7938/48-810)	15605551000 0	PIPE OD 355.6 X 6.35THK - SA106GRB as per TDC:PY52097 R00 and QP NO: PY52097-0 Rev 0 DATE: 29.06.2022	10	MTR	BHEL / BHEL- TPIA
3	100009106/30 (7938/24-600)	15182003000 0	PIPE OD 21.3 X 4.78THK - SA106GRB as per TDC:PY52097 R00	18	MTR	IBR
4	100009106/40 (7938/24-600)	15182011000 0	PIPE OD 33.4 X 4.55THK - SA106GRB as per TDC:PY52097 R00	75	MTR	IBR
5	100009106/50 (7938/24-600)	15605550000 0	PIPE OD 60.3 X 3.91THK - SA106GRB as per TDC:PY52097 R00 and QP NO: PY52097-0 Rev 0 DATE: 29.06.2022	42	MTR	BHEL / BHEL- TPIA
6	100009106/60 (7938/24-600)	15605535000 0	PIPE OD 88.9 X 5.49THK - SA106GRB as per TDC:PY52097 R00 and QP NO: PY52097-0 Rev 0 DATE: 29.06.2022	54	MTR	BHEL / BHEL- TPIA
7	100009106/70 (7938/11-002)	15605105000 0	PIPE OD 273 X 12.7THK - SA106GR.B as per TDC:PY52097 R00 and QP NO: PY52097-0 Rev 0 DATE: 29.06.2022	10	MTR	BHEL / BHEL- TPIA
8	100009106/10 0 (7938/48- 412)	15605556000 0	PIPE OD 273 X 9.27THK - SA106GRB as per TDC:PY52097 R00 and QP NO: PY52097-0 Rev 0 DATE: 29.06.2022	10	MTR	BHEL / BHEL- TPIA
9	100009106/12 0 (7938/97- 200)	15182002000 0	PIPE OD 21.3 X 3.73THK - SA106GRB as per TDC:PY52097 R00	30	MTR	IBR
10	100009106/14 0 (7938/24- 600)	15182007000 0	PIPE OD 26.7 X 3.91THK - SA106GRB as per TDC:PY52097 R00 and QP NO: PY52097-0 Rev 0 DATE: 29.06.2022	60	MTR	BHEL / BHEL- TPIA
			TOTAL QTY. for PACKAGE - A	327	MTR	
			PACKAGE - B (4 ITEMS)	-		
11	100009106/90 (7938/24-600)	15605265000 0	PIPE OD 273.1 X 6.35THK - API5LGr.B as per TDC:PY52097 R00 and QP NO: PY52097-0 Rev 0 DATE: 29.06.2022	14	MTR	BHEL / BHEL- TPIA
12	100009106/11 0 (7938/24- 600)	15605488000 0	ERW PIPE OD 508.0 X 12.7THK - API5LGr.B as per TDC:PY52097 R00 and QP NO: PY52097-0 Rev 0 DATE: 29.06.2022	10	MTR	BHEL / BHEL- TPIA
13	100009106/13 0 (7938/97- 200)	15605025000 0	PIPE OD 60.8 X 4.5THK - IS 1239 as per TDC:PY52097 R00 and QP NO: PY52097-0 Rev 0 DATE: 29.06.2022	165	MTR	BHEL / BHEL- TPIA

14	(7906/39-302)	0	Rev 0 DATE: 29.06.2022	200	MTR	BHEL- TPIA
	100008381/30	15038626000	ERW TUBE NB 32 MEDIUM - IS1161YST240 as per TDC IS 1161_2014 and QP NO: PY52097-0			BHEL /

# ANNEXURE - D (APPROVED MANUFACTURERS)

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# For Enq. Item Nos. 1 to 10

SL. NO.	Vendor Name	COUNTRY
1	ISMT LIMITED,	India
2	MAHARASHTRA SEAMLESS LTD.,	India
3	JINDAL SAW LTD.,	India
4	HEAVY METAL & TUBES LTD.	India
5	HEAVY METAL & TUBES (INDIA)	India
6	PRODUCTOS TUBULARES S.A.U	Spain
7	VALLOUREC TUBES FRANCE	France
8	BENTELER STEEL / TUBE GmBH	Germany
9	ARCELORMITTAL TUBULAR PRODUCT ROMAN	Romania
10	TUBOS REUNIDOS INDUSTRIAL S.L.U.	Spain
11	WYMAN-GORDON FORGINGS INC.	USA
12	IBF S.P.A.	Italy
13	RINGMILL SPA,	Italy
14	HENGYANG STEEL TUBE GROUP INT'L	China
15	YANGZHOU CHENGDE STEEL PIPE CO. LT	China
16	SICHUAN SANZHOU SPECIAL STEEL	China
17	ZHEJIANG GROSS SEAMLESS STEEL TUBE	China
18	Yangzhou Lontrin Steel Tube Co. Ltd	China
19	Jiangsu Chengde Steel Tube Share	China

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# For Enq. Item Nos. 11 & 12

SL. NO.	Vendor Name	COUNTRY
1	RATNAMANI METALS & TUBES LTD.,	India
2	MAN INDUSTRIES (INDIA) LTD.	India
3	JINDAL PIPES LTD.	India
4	MAHARASHTRA SEAMLESS LTD.,	India

5	LALIT PIPES AND PIPES LIMITED	India
6	PSL LIMITED,	India
7	SURYA ROSHNI LTD	India
8	TOPWORTH PIPES & TUBES PVT. LTD.,	India
9	BHUSHAN STEEL LIMITED,	India
10	JINDAL SAW LTD.,	India
11	ESSAR STEEL INDIA LTD	India
12	GAURANG PRODUCTS PVT LTD	India
13	JINDAL ( INDIA ) LIMITED,	India
14	JINDAL INDUSTRIES LTD.,	India
15	WELSPUN CORP LIMITED,	India
16	GAJANAN TUBES PRIVATE LIMITED	India
17	SURYA GLOBAL STEEL TUBES LTD,	India
18	SEAH STEEL CORPORTAION	South Korea
19	LIAONING LARGE SCALE STEEL PIPE CO.	China

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For Enq. Item Nos. 13 & 14				
SL. NO.	Vendor Name	COUNTRY		
1	TATA STEEL LIMITED.	India		
2	APL APOLLO TUBES LIMITED,	India		
3	SAWARIA PIPES PRIVATE LIMITED,	India		
4	JINDAL PIPES LTD.	India		
5	ZENITH BIRLA ( INDIA ) LIMITED	India		
6	P.S.STEEL TUBES LTD, UNIT II	India		
7	TAMIL NADU STEEL TUBES LTD.	India		
8	GOOD LUCK STEEL TUBES LTD	India		
9	SURYA ROSHNI LTD	India		
10	NAVRATAN PIPE AND PROFILE LTD.,	India		
11	CRIMSON METAL ENGINEERING CO.LTD.	India		
12	NEZONE TUBES LIMITED,	India		
13	SWASTIK PIPES LIMITED,	India		
14	MKK METAL SECTIONS PVT LTD	India		
15	GAURANG PRODUCTS PVT LTD	India		

For Enq. Item Nos. 13 & 14

16	JINDAL INDUSTRIES LTD.,	India
17	GAJANAN TUBES PRIVATE LIMITED	India
18	JOTINDRA STEEL & TUBES LTD.	India
19	BHUSHAN POWER & STEEL LIMITED,	India
20	TUBE PRODUCTS OF INDIA,	India
21	CAPARO ENGINEERING INDIA PVT. LTD.,	India

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#### 7. Generic

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 2 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

### 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 buyer.

2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

### 12. 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.

### 13. 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.

# Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This 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 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.

# ---Thank You---