



परियोजना इंजीनियरिंग
प्रबंधन
Project Engineering
Management

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
(भारत सरकार का उपक्रम)
Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)

CORRIGENDUM-01

Ref: GeM Bid No: GEM/2023/B/3655236 dated 06.07.2023

Date: 17/07/2023

DUE DATE
24/07/2023
BY 14:00 PM (IST)

Project: 4X270 MW TSGENCO BHADRADRI TPS (FGD pkg)
Package: ABOVE GROUND EARTHING MATERIAL
References: Enquiry. No.: GEM/2023/B/3655236 dated 06.07.2023

Subject: Change in NIT Terms & due date extension

1. Following modifications in 'BUYER ADDED BID SPECIFIC ATC CLAUSES' are done:

- Following Sl. Nos. are deleted – 5 & 8
- Following Sl. Nos. are added for consideration – 27 & 28

Kindly refer BUYER ADDED BID SPECIFIC ATC CLAUSES' Rev 01 attached with this Corrigendum 01 for details. Same has been uploaded on GEM portal also.

2. The due date of bid submission for subject tender is extended from existing date 17.07.2023, 02:00 pm to 24.07.2023, 02:00 pm. Part-I bids shall be opened on 24.07.2023, 02:30 pm.

All the other terms and conditions of the tender enquiry shall remain unchanged.

Thanking You

With regards
For & on behalf of BHEL
Dheeraj Singh
Manager / PG I-2-1,
BHEL PEM | Noida

कृपया प्रेषित करें :
बीएचईएल, पीएस-पीडिएम्
पीपीडआई भवन
प्लॉट नं २५, सेक्टर १६ ए
नोएडा - २०१ ३०१ उ प्र
भारत

Please reply to :
BHEL, PS-PEM,
PPEI Building,
Plot No.25, Sector 16A,
Noida-201301 (U.P.)
INDIA

फ़ोन Phone No:
91-120 – 436 8848

पंजीकृत कार्यालय
बीएचईएल हाउस
सीरी फोर्ट
नयी दिल्ली – ११० ०४९
भारत

Registered Office :
BHEL House,
Siri Fort,
New Delhi-110049
INDIA

Project	4X270 MW TSGENCO BHADRADRI TPS (FGD pkg.)
Package	ABOVE GROUND EARTHING MATERIAL
Subject	BUYER ADDED BID SPECIFIC ATC CLAUSES
GeM Bid No.	GEM/2023/B/3655236 , dated 06.07.2023
Rev. 01 to BUYER ADDED BID SPECIFIC ATC CLAUSES	<p>Following Sl. Nos.– 5 & 8</p> <p>Following Sl. Nos. are added for consideration – 27 & 28</p>

Sl. No	TERMS & CONDITIONS
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1.	Terms of Payment: (Supply)	<table border="1"> <thead> <tr> <th><u>Type of Seller</u></th> <th><u>Payment Terms (Number of days)</u></th> </tr> </thead> <tbody> <tr> <td>Micro & Small Enterprises (MSEs)</td> <td>45 days</td> </tr> <tr> <td>Medium Enterprises</td> <td>60 days</td> </tr> <tr> <td>Non MSME</td> <td>90 days</td> </tr> </tbody> </table>	<u>Type of Seller</u>	<u>Payment Terms (Number of days)</u>	Micro & Small Enterprises (MSEs)	45 days	Medium Enterprises	60 days	Non MSME	90 days
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		Micro & Small Enterprises (MSEs)	45 days							
		Medium Enterprises	60 days							
Non MSME	90 days									
<p>100 % Payments shall be made to the Seller as per above schedule 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).</p> <p>Supplier has to provide Original Tax Invoice, Packing List, LR/RR or AWB, CRAC, Insurance intimation, Guarantee Certificate, E-way bill (as applicable), PVC calculation sheet and indices for payment.</p> <p>Provision of offline payment in GeM shall be utilized.</p>										
<p>PVC shall be applicable for 'GS FLATS & GI WIRES ' ONLY. (refer Annexure-D enclosed herewith)</p> <p>All bidders to quote as per the Price Variation Formulae enclosed with Technical Specification-PE-TS-440-509-E003/ Annexure-D enclosed herewith.</p> <p>Price variation shall be limited to + 20% of total Ex-works price actually supplied and no limit on -ve price variation with base month of one month prior to date of tender enquiry for the items where PVC is applicable.</p> <p>Base date for prices:</p> <p>a. Initial Price - Base date for initial price shall be 1st working day of month, one month prior to date of tender enquiry.</p> <p>b. Final Price - Base date for final price shall be 1st working day of month, one month prior to the date of inspection call (i.e. TPIA inspection call raise date on web portal.)</p>										
2.	PVC									
3.	Terms of Delivery	<p>Terms of delivery shall be F.O.R. dispatch station. All dispatches shall be through Road Carriers on Freight Pre-Paid basis. Road Permit/E-way Bill if required will be arranged by Supplier. Transit insurance shall be in the scope of supplier as per GeM. However, unloading of items at delivery point shall be in the scope of BHEL. Bidder to quote prices accordingly.</p> <p>W.r.t. Transit Insurance supplier has to inform the details of dispatches (such as Policy No., Consignee Name, Consignment Packing details, Project Name, Purchase Order No., LR No. & date, Invoice No. & date, Dispatch Origin & destination details etc.) to policy underwriter with a copy to BHEL</p>								

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Delivery

Supply: Delivery completion shall be 90 days from the PO date.

Drg./docs applicable as below:

Drawings / Document Number	Drawings/Document Description	Primary/ Secondary	Submission Schedule
PE-V0-440-507-E903	Quality Plan for Above ground earthing & Lightning protection material.	Primary	First submission within 5 days from date of purchase order

Notes:

- Supplier to start manufacturing/supply only after getting the primary engineering Drgs. /docs approved from BHEL/End Customer.
- The delivery date specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.
- The delivery conditions specified are for contractual purposes. However, to meet project requirement, BHEL may ask for early deliveries without any compensation thereof.
- Drawings /documents submission/re-submission schedule shall be as indicated in technical specification (as above) which shall be used for progress monitoring purpose and required course correction, if any.

Document submission & Delivery schedule:

Vendor Sub (Days)*	Bhel comment (Days)	Vendor Sub (Days)#	Bhel and Customer comment/Approval (Days)	Total Engg Time (Days)	Manufacturing Time (Days) including inspection, MDCC and dispatch	Main Supply/ Delivery days from PO	Validity of contract
						"A"	"C"
						Days	Days
5	0	0	5	10	80	90	180

Note :

- * 1st submission within indicated days from date of purchase order
- # Submission (within indicated days) after incorporating all BHEL comments
- Primary documents shall be considered for Delay analysis

5	<p>Validity of contract (PO rates, terms and conditions):-</p>	<p>1. Validity of contract shall be 180 days from PO date.</p> <p>2. Vendor has to make supply of goods/services as per the delivery time mentioned above. However, due to unavoidable circumstances if delay happens in providing inputs/ clearances (inputs, Engineering approvals, deputing inspector for inspection, issuance of MDCC and any hold imposed owing to site issues etc.) for which delivery time extension is admissible as per point no. 6 below, in such situation it shall be obligatory at vendor part to execute the contract at PO rates, terms and conditions where inputs/ clearances has been accorded within validity of contract. Validity period for various activities shall be as defined below or as mentioned in the NIT.</p> <p>Validity of the contract for main supply :-</p> <p>Contract shall be valid for 'C' days (180 days) from the PO date. However, delay at vendor's end (if any) shall be added to the validity period and contract validity shall get extended by the delay period at vendor's end.</p> <p>For example: Original Delivery period for main supply: A (in days) Delay at vendor's end: B (in days beyond "A" days)</p> <p>Notes:</p> <p>a. B is the Vendor delay days beyond original contractual delivery period for main supply /extended delivery period owing to time taken by BHEL at point no. 2 above.</p> <p>b. Main supply, applicable in the contract released/ cleared for manufacturing within contractual validity period, to be supplied by vendor/supplier at PO rates, terms and conditions.</p> <p>c. Execution of the contract quantities released beyond contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.</p>
6.	<p>Delivery Extension: Extension of contractual delivery time:</p>	<p>Delivery time mentioned in the NIT includes Engineering completion time (time for drawing/document submission/resubmission by the vendor and review/approval of the same by the BHEL/End customer), manufacturing, inspection, Packing and dispatch time. Due diligence is to be observed by the vendor to ensure timely completion of engineering and supply.</p> <p>During the execution of the contract, time loss occurred owing to the reason attributable to BHEL besides force majeure shall be considered for delivery time extension to the vendor as given below: -</p> <p>i. Any Delay in providing comments/ approval on Primary drawing/documents beyond the stipulated time as specified in NIT.</p> <p>ii. Time Loss in approval of the drawing/document as a result of increase in the iteration not attributable to the vendor (i.e. resubmission owing to end customer comments) as certified by BHEL. Time extension equivalent to the resubmission time noted in the tech. spec and consequential increase in the approval time in lieu of increase in iteration shall be applicable. However, for incomplete re-submission time loss shall be in vendor account.</p> <p>iii. Delay in providing engineering input/material by BHEL.</p> <p>iv. Delay in deputing inspector for inspection and delay in release of MDCC in line with GCC/ GEM ATC terms.</p> <p>v. Any hold put by BHEL for whatever reasons during execution of contract (within contract validity period), time extension equivalent to hold period shall be admissible. However, in the event hold period continues for more than 30 days then, an additional fifteen days for the purposes of mobilization and demobilization of resources shall also be admissible.</p> <p>Note: Extension in delivery period if any with or without imposition of LD shall be considered after detailed delay analysis based on provisions given above. However, no delay analysis will be applicable if supply is completed within delivery schedule as specified in Purchase order.</p>

7.	Inspection , MDCC & Dispatch	<p>Inspection call to be raised by bidder on BHEL CQIR portal (details shall be shared at the of execution of order) and Inspection agency shall attend at the inspection within seven (07) days of the date on which the material is notified as being ready. In case of delay in witnessing of inspection beyond stipulated time (i.e. 7 days from the date on which the material is notified as being ready), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in carrying out inspection. If BHEL is not able to witness inspection up to 15 days then in addition to delay beyond stipulated period, extension in delivery time of 07 days for arranging fresh inspection will be given.</p> <p>When the tests have been satisfactorily completed at Seller/ Contractor's works, the Inspection Agency shall issue an inspection report that effect within seven (07) days after completion of the tests, but if the tests were not witnessed by the Inspection Agency or his representative, the material acceptance report would be issued within seven (07) days after receipt of the test certificates by the Purchaser.</p> <p>Purchaser will issue MDCC to the Seller/ Contractor within 7 days based on inspection report/ test certificates/Certificate of Conformance as applicable. In case of delay in issuance of MDCC beyond 7 days stipulated time (i.e. from the date of successful inspection report), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in issuing MDCC. If BHEL is not able to issue MDCC up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall be given to vendor to facilitate the vendor for arranging logistics arrangements.</p>
8.	Liquidated Damage	<p>Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent and applicable GST thereon, of the total contract price excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding GST, if the Seller/ Contractor fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.</p> <p>NOTE:</p> <p>i. LR/RR date for indigenous supplies (Bill of Lading/AWB for Foreign supplies) shall be treated as the date of dispatch for levying LD.</p> <p>ii. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s).</p> <p>iii. If Order/ Contract involves two or more Units/ Sets/ Lots/ Stages, then Liquidated Damages shall be levied on order/ contract value excluding GST of the delayed Unit/ Set/ Lot/ Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot/Stage wise, however total LD amount shall be limited to 10% of total order/ amended order value excluding GST of delayed Unit/ Set/ Lot/Stage</p> <p>iv. The sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be suffered by purchaser on account of delay on the part of the Contractor/Seller and the said amount will be deductible without proof of actual loss or damage caused by such delay.</p> <p>Above LD clause shall prevail over the LD clause of GeM GTC clause of GeM GTC.</p>
9.	Risk Purchase	Bidders to note that Risk Purchase clause shall be as per Annexure C, in case of default by GeM bidder
10	CIF	CIF is not available for this Package.
11	Quantity Variation	Not applicable
12	Guarantee Terms	As per Cl. No. 10 of GTC on GeM for the bid. However, time period shall be as under: Guarantee & Warrantee time period shall be 18 months from the date of last supply.

13	Bank Guarantee	As per bid terms & cl. No. 7 of GeM GTC with initial validity of 23 Months from PO date. Further, extension if any shall be as per GeM Terms. In case of private sector banks, a clause to be incorporated in the text of bank guarantee that it can be enforced by being presented at any branch of the bank located in the NCR.
14	MII Provision	<p>Bidders have to note, "For this procurement, the local content to categorize a supplier as a Class I Local Supplier / Class II Local Supplier / Non Local supplier and Purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT & Ministry of Power notification no. A-1/2021-FSC-Part (5) dtd. 16.11.21 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items 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."</p> <p>Following point to be noted regarding verification of local content: -</p> <p>The local supplier at the time of tender, bidding or solicitation shall be required to provide a certificate w.r.t. minimum local content, in accordance with para 9 of PP-MII order revision dated 16.09.2020.</p> <p>Following may also pls. be noted by the bidders:</p> <p>a. Eligibility of Suppliers: Only Class I local supplier (as per para no. 3 (a) of Public Procurement (Preference to Make In India), (PPP-MII) Order 2017 dt. 16.09.2020 issued by DPIIT & Ministry of Power notification no. A-1/2021-FSC-Part (5) dtd. 16.11.21 issued by DPIIT).</p> <p>b. Minimum Local Content required for qualifying a bidder as "Class I Local Supplier": As per para no. 5 of Public Procurement (Preference to Make in India), (PPPMII) Order 2017 dt. 16/09/2020 & Ministry of Power notification no. A-1/2021-FSC-Part (5) dtd. 16.11.21 issued by DPIIT.</p> <p>Note: Subsequent orders/circulars shall be applicable, if any.</p>
15	Technical PQR	<p>Bidder has to provide the details as per TECHNICAL PQR (part of Buyer added bid specific TC/Technical Spec.) in its offer and has to note that bids of only those bidders shall be evaluated who meet the Technical Pre-Qualifying requirements</p> <p>Above terms for PQR shall prevail in conflict (if any).</p>
16		<p>This is a conditional tender enquiry. Financial bid opening (Part-II) of a bidder shall be subjected to the following:</p> <p>i) Techno-Commercial evaluation by BHEL. ii) Qualification of Technical PQR iii) Offered item should mandatorily conform to PP-MII order provisions. iv) Approval of vendor by end customer (TSGENCO). (i.e. Those bidder(s) who are approved by BHEL's customer shall be considered for evaluation. Bidders who are not approved with BHEL's customer can also quote in the tender. However, their credentials will be assessed for consideration in the tender before price bid opening)</p>
17		<p>Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.</p>
18		<p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guideline.</p>

19	Bidders to mention freight/GST percentage for all the items as part of un-priced bid to be submitted along with their Techno-Commercial offer. However, negotiation/RA shall be on Total Evaluation (FOR as per GeM) price only as per GeM logics. 'Detailed Price Break up (as per Annexure - B)' of 'Total Ordering Price on GeM Portal' to be submitted by bidder prior to Order Placement. Further, bidder has to note that notes mentioned in Annexure - B shall be Applicable.
20	<p>Bidders to,</p> <ul style="list-style-type: none"> - ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 & Order No. 11/05/2018-Coord. dt. 23/07/2020, if applicable - ensure compliance to Order (Public Procurement No.4) dated 23.02.2023 released by Ministry of Finance Government of India (No.F.7/10/2021-PPD (1)) dated 23.02.2023. - ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020. - to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020. <p>Note: Subsequent orders/circulars to be checked and to be complied</p>
21	<ul style="list-style-type: none"> i. 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. ii. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection. iii. The bidder is required to upload, along with the bid, all relevant certificates such as BIS license, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document. iv. 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. v. Material shall be dispatched by vendor after issuance of MDCC by BHEL only. vi. Advance intimation of dispatch by bidder shall be given, to PEM and Insurance agency/Site vii. Bidders to submit applicable Freight % & GST % included in their prices during tender clarification stage
22	Evaluation shall be on the basis of total all inclusive, landed price at consignee destination (Refer cl. No. 6 of GTC on GEM). However, unloading of items (at delivery point) shall be in the scope of buyer. Bidder to quote prices accordingly
23	For bidders (who are not registered with BHEL-PEM) - Online registration portal is operational, Non-registered Vendors who wish to apply for registration in BHEL-PEM can apply through Online Registration Portal available at www.pem.bhel.com - vendor section - Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration can be uploaded on the website and submit the application for registration. However, registration of suppliers is not mandatory in case of open tender.
24	<p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anticompetitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <ul style="list-style-type: none"> a) They have controlling partner (s) in common; or b) They receive or have received any direct or indirect subsidy/financial stake from any of them; or c) They have the same legal representative/agent for purposes of this bid; or d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/sub-assemblies from one bidding manufacturer in more than one bid; or f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one

agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent /dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and
2. Indian /foreign agent on behalf of only one principal;

Or

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidder must proactively declare such sister/common business/management units in same/similar line of business.

25 All other terms & conditions shall be as per Buyer added bid specific ATC, selected Additional Terms & Conditions for subject bid and GTC version available on GeM Portal on enquiry date. All the Buyer Added Bid Specific Additional Terms and Conditions shall supersede relevant terms & conditions of GeM GTC and shall prevail in case of conflict (if any).

26 Consignee Details (for PRC - Provisional Receipt Certificate & CRAC - Consignee's Receipt cum Acceptance Certificate, as applicable) shall be as per Project Site official details.

CONSIGNEE ID: -SNMANDAL
Soumendra Nath Mandal
BHARAT HEAVY ELECTRICALS LIMITED, SITE OFFICE
4X270 MW BHADRADRI TPS, TSGENCO OFFICE
RAMANUJAVARAM (V), MANUGURU (M)
DISTRICT- BHADRADRI KOTHAGUDEM
PIN-507117 (TELANGANA)

Details of Contact person for the Tender:

<p>Ms. MANJU SHARMA, Dy. Engineer/PG-I-2-1 M/s Bharat Heavy Electricals Ltd., Project Engineering Management, PPEI Building, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: manju_s@bhel.in Ph. No. +91-120-4368663</p>	<p>Mr. DHEERAJ SINGH, MANAGER /PG I-2-1 M/s Bharat Heavy Electricals Ltd., Project Engineering Management, PPEI Building, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: dheerajsingh@bhel.in Ph. No. +91-120-4368864,9540939726</p>
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27.	Liquidated Damage	<p>Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the total contract price excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding GST, if the Seller/ Contractor fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.</p> <p>NOTE:</p> <ol style="list-style-type: none"> i. LR/RR date for indigenous supplies (Bill of Lading/AWB for Foreign supplies) shall be treated as the date of dispatch for levying LD. ii. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s). iii. If Order/ Contract involves two or more Units/ Sets/ Lots/ Stages, then Liquidated Damages shall be levied on order/ contract value excluding GST of the delayed Unit/ Set/ Lot/ Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot/Stage wise, however total LD amount shall be limited to 10% of total order/ amended order value excluding GST of delayed Unit/ Set/ Lot/Stage iv. The sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be suffered by purchaser on account of delay on the part of the Contractor/Seller and the said amount
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will be deductible without proof of actual loss or damage caused by such delay.

Above LD clause shall prevail over the LD clause of GeM GTC.

1. Validity of contract shall be 180 days from PO date.

2. Vendor has to make supply of goods/services as per the delivery time mentioned above. However, due to unavoidable circumstances if delay happens in providing inputs/ clearances (inputs, Engineering approvals, deputing inspector for inspection, issuance of MDCC and any hold imposed owing to site issues etc.) for which delivery time extension is admissible as per point no. 6 above, in such situation it shall be obligatory at vendor part to execute the contract at PO rates, terms and conditions where inputs/ clearances has been accorded within validity of contract. Validity period for various activities shall be as defined below or as mentioned in the NIT.

Validity of the contract for main supply :

Contract shall be valid for 'C' days (180 days) from the PO date. However, delay at vendor's end (if any) shall be added to the validity period and contract validity shall get extended by the delay period at vendor's end.

For example: Original Delivery period for main supply: A (in days)
Delay at vendor's end: B (in days beyond "A" days)
Contract validity: C+B (in days)

Notes:

- a. B is the Vendor delay days beyond original contractual delivery period for main supply /extended delivery period owing to time taken by BHEL at point no. 2 above.
- b. Main supply, applicable in the contract released/ cleared for manufacturing within contractual validity period, to be supplied by vendor/supplier at PO rates, terms and conditions.
- c. Execution of the contract quantities released beyond contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.

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Validity of contract (PO rates, terms and conditions):

DEFAULT/ BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

In case of delays (beyond the maximum late delivery period as per LD clause) in supplies, or if there be defective supplies or non-fulfilment of any other terms and conditions of the Contract as enumerated subsequently in this clause, then, without prejudice to its right to recover any expenses, losses or damages to which the Buyer may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract or to suspend business dealings with the Seller/Contractor in terms of the Buyers' Guidelines for Suspension of Business Dealings as applicable from time to time, the Buyer shall also be entitled to cancel the Order/ Contract either in whole or portion thereof without compensation to Seller. On the occurrence of any of the acts/omissions mentioned below, the Buyer may if it so desires, procure upon such terms and in such manner as deemed appropriate, plant/ equipment/ stores not so delivered or others of similar description where plant/ equipment/ stores exactly complying with particulars are not, in the opinion of the Buyer (which shall be final), readily procurable, at the risk and cost of the Seller.

The Seller shall be liable to the Buyer for any excess costs incurred thereof and the Seller shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller shall on no account be entitled to any gain on such repurchases. If the Bidder does not agree to this Risk Purchase clause, BHEL reserves the right to reject the bid/offer of the Bidder.

The order/contract may be cancelled in whole or part thereof and Risk & Cost Clause in line with terms and conditions of PO/Contract may be invoked by the Buyer in any of the following cases:

- i. If the Seller/Contractor fails to deliver the goods or materials or any installment thereof within the period(s) fixed for such delivery or the Seller's poor progress of the supply/services vis-à-vis delivery/execution timeline as stipulated in the contract, backlog attributable to the Seller including unexecuted portion of supply does not appear to be executable within balance period available;
- ii. delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications/execution methodology;
- iii. withdrawal from or repudiation/abandonment of the supply/services by the Seller before completion as per contract or if the Seller refuses or is unable to supply goods or materials covered by the order/Contract either in whole or in part or otherwise fails to perform the Order/Contract.
- iv. Non supply by the Seller within scheduled completion/delivery period as per contract or as extended from time to time for reasons attributable to the Seller;
- v. Termination of Contract on account of any other reason(s) attributable to the Seller.
- vi. Assignment, transfer, sub-letting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vii. If the Seller be an individual or a Sole Proprietorship, in the event of death or insanity of the Seller.
- viii. If the Seller/Contractor being an individual or if a partnership firm thereof, shall at any time be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act;
- ix. If the Seller/Contractor being a Company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager
- x. Non- Compliance to any contractual condition or any other default attributable to the Seller.

Such defaulting vendor/Seller shall not be eligible to participate in re-tendering conducted on account of risk purchase made due to fault of such vendor/Seller.

BHEL's right to go for Risk and Cost, Calculation of Risk and Cost amount & LD, recovery options to BHEL are given in detail in Annexure-V hereto.

(RISK AND COST CLAUSE)

1. BHEL reserves the right to terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor *after due notice of a period of 14 days' by BHEL* in any of the following cases:
- i) If the Seller/Contractor fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or the Seller's poor progress of the supply/ services vis-a-vis delivery/execution timeline as stipulated in the Contract, backlog attributable to seller including unexecuted portion of supply does not appear to be executable within balance available period;
 - ii) Delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications;
 - iii) Withdrawal from or repudiation/ abandonment of the supply/ services by Seller before completion as per contract or if the Seller refuses or is unable to supply goods or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract;
 - iv) Non-supply by the Seller within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the Seller;
 - v) Termination of Contract on account of any other reason (s) attributable to Seller.
 - vi) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
 - vii) If the Seller be an individual or a sole proprietorship Firm, in the event of the death or insanity of the Seller;
 - viii) If the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act;
 - ix) If the Seller/Contractor being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager;
 - x) Non-compliance to any contractual condition or any other default attributable to Seller.

1.1 Risk & Cost Amount against Balance Work:

Risk & Cost amount against balance work shall be calculated as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work (*) as per rates of new contract

B= Value of Balance scope of Work (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

1.2 * Balance scope of work (in case of termination of contract):

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose.

Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

1.3 LD against delay in executed work in case of Termination of Contract:

LD against delay in executed work shall be calculated in line with LD clause no. 16 of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of LD against delay in executed work in case of termination of contract" is given below.

- i. Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii. Let the value of executed work till the time of termination of contract = X
- iii. Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y
- iv. Delay in executed work attributable to contractor i.e. T2 = $[1-(X/Y)] \times T1$
- v. LD shall be calculated in line with LD clause (clause 16) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

2. Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor

Without prejudice to the other means of recovery of such dues from the Seller recoveries from the Seller on whom risk & cost has been invoked shall be made from the following:

- a) Dues available in the form of Bills payable to seller, SD, BGs against the same contract.
- b) Dues payable to seller against other contracts in the same Region/Unit/ Division of BHEL.
- c) Dues payable to seller against other contracts in the different Region/Unit/ division of BHEL.

In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

ANNEXURE B

Annexure -B

BOQ CUM PRICE SCHEDULE

Project: 4X270 MW TSGENCO BHADRADRI TPS (FGD pkg)

Package: ABOVE GROUND EARTHING MATERIAL

SL. NO.	ITEM CODE	ITEM DESCRIPTION	HSN NO	UOM	QUANTITY	UNIT EX-WORKS PRICE (DULY PACKED) (INR)	TOTAL EX-WORKS PRICE(DULY PACKED) (INR)	FREIGHT CHARGES WITHOUT GST @....% OF TOTAL EX WORKS (INR)	TOTAL PRICES (Total EX-WORKS + FREIGHT (AS APPLICABLE))(INR)	Type of GST	APPLICABLE GST% ON(TOTAL EX-WORKS + FREIGHT) (INR)	TOTAL PRICE F.O.R SITE PRICE (INR)
1	507-23015-A	GS FLAT 25 X 6 MM	7212	MT	3							
2	507-23023-A	GS ROD 20 MM DIA 1000MM LONG	72149990	NOS	36							
3	507-23047-A	TEST LINK 150 X 25 X 6 MM GS FLAT	7212	NOS	52							
4	507-23048-A	50 NB GALV MS PIPE (PERFORATED) 3 M LONG	72123090	NOS	56							
5	507-23011-A	GI WIRE 16 SWG	72171010	MTR	25000							

Technical PQR

	BHADADRI 4X270MW FGD PRE-QUALIFICATION REQUIREMENTS FOR ABOVE GROUND EARTHING MATERIALS	PE-PQ-440-509-E002
		REVISION NO. 00 DATE 05/06/2023
		SHEET NO. 1 OF 1

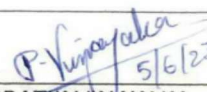
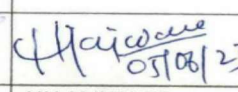
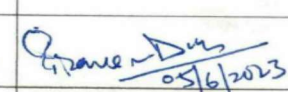

ITEMS: GS flats, GS rods, perforated pipe, GI stranded wires, shielding mast, test links & flexible braided copper conductor

SCOPE: Supply: YES; Erection & Commissioning: NO;

1	Supplied GS flats/GS rods/perforated pipe/GI stranded wire/shielding mast/test links/flexible braided copper conductor.
2	Vendor should have capability of supplying galvanized flats / channels/angles/structure of 3 MT per month.
3	Vendor has his own galvanization plant. Vendor to furnish details of galvanizing process zinc bath details, type of furnace, details of temperature monitoring, details of ETP etc. OR Vendor should get galvanization of earthing material done from any of BHEL-PEM approved galvanizers.
4	Supplied at least 3 MT of galvanized flats/channels/angles/structure in one or more orders.
5	Minimum two (2) nos. purchase orders for galvanized flats/channels/angles/structure shall be submitted which should not be more than five (5) years old from the date of techno-commercial bid opening for establishing continuity in business.

Notes (General points of PQR):

1. Consideration of offer shall be subject to customer's approval of bidders, if applicable
2. Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self- attested English translated document should also be submitted.
3. Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.
4. After satisfactory fulfilment of the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all the other terms of tender.

PARTICULARS	PREPARED BY	CHECKED BY	REVIEWED BY	APPROVED BY
SIGNATURE & DATE:	 5/6/23	 05/06/23	 05/6/2023	 5/6/23
NAME:	PRATIK VINAYAKA	NN JAIWARE	PRAVEEN DUTTA	DEBASISA RATH
DESIGNATION	MANAGER	SR. MGR	AGM	AGM (DH-ELECTRICAL)

LOCAL CONTENT CERTIFICATE

To,

M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301

Subject: - Certification regarding local content

Reference: Tender Enquiry No.: **GEM/2023/B/3655236**, dated **06.07.2023**

Name of Package: **ABOVE GROUND EARTHING MATERIALS**

Project Name: 4X270 MW TSGENCO BHADRADRI TPS (FGD pkg)

Dear Sir,

We hereby certify that items offered by us for above cited Tender Enquiry ref. [REDACTED] has local content of [REDACTED] %

Further, it is also certified that the local content % certified above is in line with definition of local content given in Public Procurement (Preference to Make in India), Order 2017-revision, having ref no. P45021/2017/-PP (BE-II) dtd. 04.06.20 & 16.09.20 and we qualify as Class [REDACTED] local supplier.

We further confirm that address of the location at which the local value addition is made will be as follows:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Thanking You,
Yours faithfully,

Land Border sharing Certificate

To,

M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301

Dear Sir,

This has reference to:

1. Our offer for **ABOVE GROUND EARTHING MATERIALS for 4X270 MW TSGENCO BHADRADRI TPS (FGD pkg)**, Tender No. **GEM/2023/B/3655236, dated 06.07.2023**
2. Order no. F. No. 6/18/2019-PPD dt. 23.07.2020 issued by Ministry of Finance, Department of Expenditure Public Procurement Division.

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that M/s (Company Name _____) is not from such a country,

or,

if from such a country, has been registered with the competent authority. (Strike through if not applicable)

I hereby certify that M/s (Company Name _____) fulfil all requirements in this regard and is eligible to be considered for procurement on GeM.

[where applicable, evidence of valid registration by the competent authority shall be attached]

Thanking You,
Yours faithfully,

UNPRICED FORMAT

Reference: Tender Enquiry No.: **GEM/2023/B/3655236**, dated **06.07.2023**

Name of Package: **ABOVE GROUND EARTHING MATERIALS**

Project Name: **4X270 MW TSGENCO BHADRADRI TPS (FGD pkg)**,

UNPRICED FORMAT									
SL. NO.	ITEM CODE	ITEM DESCRIPTION	HSN NO	UOM	QUANTITY	Quoted (Yes/No)	Freight rate in %	Type of GST	GST %
1	507-23015-A	GS FLAT 25 X 6 MM	7212	MT	3				
2	507-23023-A	GS ROD 20 MM DIA 1000MM LONG	72149990	NOS	36				
3	507-23047-A	TEST LINK 150 X 25 X 6 MM GS FLAT	7212	NOS	52				
4	507-23048-A	50 NB GALV MS PIPE (PERFORATED) 3 M LONG	72123090	NOS	56				
5	507-23011-A	GI WIRE 16 SWG	72171010	MTR	25000				

Annexure-D

	<u>Price Variation Formulae</u>	
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Prices shall be variable as per following PVC formulae:-

ABOVE GROUND EARTHING & LIGHTNING PROTECTION MATERIALS	
$P = P_o/100 (20 + 70 (Fe/Fe_o) + 10 (W/ W_o))$	Indices to be taken from IEEMA Circular (PVC/LA conductor-LME) for the applicable month.

Wherein,

P = Ex-works price payable as adjusted in accordance with the price variation clause.

P_o = Ex-works price quoted/confirmed.

F_{Eo} = Price of High Tensile Galvanized Steel Wire in Rs./MT of appropriate size. This price is applicable prevailing as on 1st working day of the month **one** month prior to date of tender enquiry.

W_o = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2016 = 100). This index number is as applicable on the first working day of the month, **one** month prior to date of tender enquiry.

F_E = Price of High Tensile Galvanized Steel Wire in Rs./MT of appropriate size. This price is applicable prevailing as on first working day of the month **one** month prior to the date of inspection call.

W = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2016 = 100). This index number is as applicable on the first working day of the month, **one** month prior to the date of inspection call.

NOTE: PVC shall be applicable for 'GS FLATS & GI WIRES' only.

Price of F_E & F_{Eo} shall be of 3.00 to 4.09 mm High Tensile Galvanized Steel Wire.

Price variation shall be limited to +20% of total Ex-works price actually supplied and no limit on -ve price variation with base month of one month prior to date of tender enquiry for the items where PVC is applicable.