

**BHARAT HEAVY ELECTRICALS, LIMITED  
(MM TCB Division)**

No: BHEL: MRX: E7223178 (NIC Tender ID 2022\_BHEL\_15539\_1) CORR: 01  
Date: 31/07/2022

**“CORRIGENDUM”**

Reference Tender Notice issued vide MM /TCB/ E7223178 (NIC Tender ID 2022\_BHEL\_15539\_1) Rev00 dated 20/07/2022 by this Office of undersigned, the following changes in the Tender Notice are hereby notified through this Corrigendum for all concerned interested agencies /contractors/ firms.

- 1) The IEM details has been changed. Details of changed IEM is mentioned at Clause 17 of Annexure TC 1A.**
- 2) Annexure 2 of Integrity Pact (IP) has been replaced by clause 17 of Annexure TC1A. Revised Annexure TC 1A is attached with this corrigendum.**

**Jaspal Singh Kushwaha**  
**Sr. Mgr. (MM TCB)**  
**E-mail id: [jskushwaha@bhel.in](mailto:jskushwaha@bhel.in)**  
**Phone: +91 755 250 5167**

**ANNEXURE-TC 1A**  
**TO ENQUIRY No. E7223178**  
**SPECIAL COMMERCIAL TERMS AND CONDITIONS**  
**FOR INDIGENOUS ITEMS/INDIAN VENDORS**

**Important: This format is to be submitted in original, along with Part-I of bid, duly signed by the bidder, as proof of acceptance. Any Deviation from the T&C mentioned below is NOT acceptable. Offers received without this acceptance, will be treated as non-responsive, and shall be liable for rejection.**

Sl. No.	Terms & Conditions	Vendor's Remarks (Yes/No)
1.	Online Quotations are invited for entering into Framework Agreement (FA)/ Rate contract (RC) for procurement of <b>Online Dissolved Gas Analyzer (Online DGA)</b> for one-year period.	
2.	Framework Agreement (FA)/ Rate contract (RC) shall be valid for ordering up to 1 years from date of finalization of Framework Agreement (FA)/ Rate contract (RC)	
3.	Quantity of instruments mentioned in Enquiry Sheet is tentative. Variation in quantity shall be $\pm 10\%$ for each item.	
4.	Online quotations are invited in Two Part Bid System for supply of instruments as per BHEL Enquiry specification enclosed along with enquiry.	
5.	Online tender in two part bid system should be submitted at <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> . Late tender shall NOT be entertained.	
6.	Offered instrument should be exactly in accordance with attached technical specification enclosed with this enquiry. Any deviation shall be clearly brought-out.	
7.	<b>PRICE:</b>	
7a.	Prices shall be quoted on <b>FOR Destination</b> basis, up to BHEL Bhopal, inclusive of freight and insurance charges.	
7b.	Prices shall remain <b>firm</b> till validity of the Framework Agreement and execution of POs issued against FA.	
8.	<b>TERMS OF PAYMENT:</b>	
8a.	<b>Supply Payment:</b>	
	i. <b>90% Payment</b> along with full taxes & duties, within 90 days of receipt (45 days for MSE / NSIC registered suppliers and 60 days for MSME - MEDIUM category suppliers as per relevant act in force) and acceptance of material at BHEL, Bhopal against SRV. Latest MSME certificate or CA certificate or Udhog Aadhaar certifying the MSME status of vendor shall be enclosed with offer to avail payment in 45 days as per MSE act else payment shall be done in 90 days as per BHEL's standard payment terms & conditions.	
	ii. <b>Balance 5% after successful commissioning at site</b> , subject to production of successful commissioning certificate from site.	
	iii. <b>Performance Bank Guarantee:</b> PBG of 3% PO value valid till end of warrantee period is to be submitted, prior to release of balance 10% payment. Draft of PBG is available on BHEL Bhopal's B2B portal.	
	iv. <b>Any deviation from the above payment terms as applicable , if accepted by BHEL , shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation for the credit period short of 90 days.</b>	
8b.	<b>Commissioning Payment:</b>	
	i. 100% payment along with taxes & duties, after successful commissioning at site within 90 days/ 45 days (for MSE vendors) of commissioning of instrument at site, subject to production of successful commissioning	

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	certificate. If commissioning is being done on free of cost or commissioning charges are included in offered price of instrument, please specifically indicate here.	
8c.	No “Advance Payment” Term will be accepted	
9.	<b>VALIDITY:</b> The offer should remain <b>valid up to 120 days</b> from the tender opening date.	
10.	<b>DELIVERY:</b>	
10a.	<b>Delivery Schedule: (BHEL Preferred Delivery schedule shall be as follows)</b> 1) <b>For Material Supply</b> - 120 days will be given to supplier in individual PO from PO date for supply of material 2) <b>Installation and commissioning-</b> 90 days from request / site readiness for Erection and commissioning of DGA at site ) <b>Delivery periods may be more than above delivery periods as per BHEL requirement.</b>	
10b.	Delivery Dates mentioned in Enquiry sheet are tentative. Actual delivery in PO shall be according to BHEL’s requirement and delivery period quoted by vendor in its offer.	
10c.	<b>Penalty for delay in supply:</b> Penalty shall be levied as per clause 9 of general terms and conditions of enquiry (BP200102) enclosed with the enquiry. Delivery shall be guaranteed by acceptance of penalty.	
10d.	<b>Part shipment:</b> Part shipment of material is not permissible.	
10e.	<b>Short Shipment:</b> In case of any short shipment in the main equipment/spares, where separates rates are not available in the contract, all taxes and duties levied on such supplies, if any shall be borne by the supplier.	
11.	<b>WARRANTY:</b>	
11a.	<b>Warranty Period:</b> The instrument shall be warranted for minimum <b>24 months</b> from the date of successful commissioning or <b>30 months</b> from the date of receipt at BHEL Bhopal, whichever is earlier.	
11b.	<b>Warranty Replacements:</b> Any warranty replacement during warranty period shall be provided on <b>FOR, BHEL Bhopal basis only</b> . Customs clearance and duty payments, if any, for such cases shall be to the account of vendor only.	
12.	Instruments are to be procured on individual item lowest cost to BHEL basis (Item wise L1) <b>For Enquiry Item #1-9 (set #1) &amp; Enquiry Item #10-18 (set #2) L1 basis Only</b> <b><u>{Means unit quantity of Enquiry item No#1 to Item no#9 shall be considered as one set and vendor who are lowest for this shall be considered as successful bidder for item#1 of Annexure -A</u></b> <b><u>Similarly unit quantity of Enquiry item No#10 to Item no#18 shall be considered as one set and vendor who are lowest for this shall be considered as successful bidder for item 2 of Annexure -A }</u></b>	
13.	<b>Splitting of Quantities {For Enquiry Item #1-9 (set #1) &amp; Enquiry Item #10-18 (set #2) Only}:</b> a) Rate Contract quantity of Set #1 & Set #2 shall be split amongst two vendors in ratio of <b>65:35</b> as detailed below: b) <b>L1 Vendor: 65%:</b> Rate Contract for 65% quantity will be finalized on L1 vendor for Set No #1 & Set No #2, subject to price reasonability. c) <b>L2 Vendor: 35%:</b> 35% quantity of Set No #1 & Set No #2 will be offered to L2 vendor on L1 rates. If L2 vendor accepts the L1 rate, then RC for 35% quantity for both items will be finalized on L2 vendor. If L2 vendor refuses to accept the offer, then L1 rates will be offered to L3 vendor, and so on. If no vendor accepts the offer, then RC for 35% quantity will also be finalized on L1 vendor.	
15.	Reverse auction shall be done	

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16.	Shipping dimension & weight (of each instrument) to be furnished along with offer.															
17.	<p><b>INTEGRITY PACT (IP):</b></p> <p>(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table border="1" data-bbox="423 499 1328 703"> <thead> <tr> <th>SI</th> <th>IEM</th> <th>Email</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Shri Otem Dai, IAS (Retd.)</td> <td><a href="mailto:iem1@bhel.in">iem1@bhel.in</a></td> </tr> <tr> <td>2.</td> <td>Shri Bishwamitra Pandey, IRAS (Retd.)</td> <td><a href="mailto:iem2@bhel.in">iem2@bhel.in</a></td> </tr> <tr> <td>3.</td> <td>Shri Mukesh Mittal, IRS (Retd.)</td> <td><a href="mailto:iem3@bhel.in">iem3@bhel.in</a></td> </tr> </tbody> </table> <p>(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> <p>(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.</p> <p><u>Note:</u></p> <p><i>No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:</i></p> <p>Details of contact person(s):</p> <table data-bbox="446 1570 1344 1774"> <tbody> <tr> <td>(1) Name: Jaspal Singh Kushwaha Deptt: MM-TCB(MRX) Address: MM-TCB, BHEL Bhopal Phone: 0755-250 5167</td> <td>(2) Name: Rajesh Kumar Rai Deptt: MM-TCB(MRX) Address: MM-TCB, BHEL Bhopal Phone: 0755 250 3163</td> </tr> </tbody> </table>	SI	IEM	Email	1.	Shri Otem Dai, IAS (Retd.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>	2.	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>	3.	Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>	(1) Name: Jaspal Singh Kushwaha Deptt: MM-TCB(MRX) Address: MM-TCB, BHEL Bhopal Phone: 0755-250 5167	(2) Name: Rajesh Kumar Rai Deptt: MM-TCB(MRX) Address: MM-TCB, BHEL Bhopal Phone: 0755 250 3163	
SI	IEM	Email														
1.	Shri Otem Dai, IAS (Retd.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>														
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>														
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(1) Name: Jaspal Singh Kushwaha Deptt: MM-TCB(MRX) Address: MM-TCB, BHEL Bhopal Phone: 0755-250 5167	(2) Name: Rajesh Kumar Rai Deptt: MM-TCB(MRX) Address: MM-TCB, BHEL Bhopal Phone: 0755 250 3163															

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	Email: <a href="mailto:jskushwaha@bhel.in">jskushwaha@bhel.in</a> Fax: _____	Email: <a href="mailto:rk.raai@bhel.in">rk.raai@bhel.in</a> Fax: _____	
18.	Offers received without Signed Integrity Pact shall be rejected. Price bid of such vendors will not be opened.		
19.	Suppliers should meet the qualifying requirement as mentioned in (Vendor Qualification Requirement for Online DGA) enclosed with enquiry. Offers from vendors not meeting the qualification requirements, shall be summarily rejected, and Part-II i.e. Price bid of such vendors will not be opened.		
20.	BHEL reserves the right to extend the validity of rate contract and to increase the quantity of rate contract with mutual consent of vendor, subject to approval of competent authority.		
21.	“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a> ) for this tender. RA shall be conducted among the techno commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”		
22.	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 PP (Preference to make in India), order 2017 dtd 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the 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. For benefit against MII please submit a declaration on company letter head stating percentage of local content and place of value addition		
23.	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.		
24	Suppliers have to submit offer with compliance to GST .Please furnish the following details.		
25	a) Type of Item (Supply/Trading/Services),		
26	b) Input Tax Credit Applicable (Y/N),		
27	c) GST Type (IGST/CGST+SGST/UGST),		
28	d) HSN /SAC code		
29	e) Applicable value/ rate of GST.		
30	f) GSTIN No.		
31	Quotation Currency		

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<b>32</b>	The evaluation currency for this tender shall be INR	
<b>33</b>	E-Mail	
<b>34</b>	Phone/Mobile	
<b>35</b>	Contact Person	
<b>36</b>	Order to be placed on	
<b>37</b>	Address	
<b>38</b>	The above terms and conditions shall be read in conjunction with BHEL's Standard Terms and Conditions of Enquiry Form No. BP200102 enclosed with enquiry. Wherever difference in Terms & Conditions is there, the terms & conditions mentioned in this Annexure-TC 1A will prevail.	

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		<b>Government eProcurement System</b> <b>Published Corrigendum Details</b>			
		Date : 31-Jul-2022 11:05 AM			
		 Print			
<b>Organisation Chain :</b>	Bharat Heavy Electricals Limited  HEP - Bhopal  Transformer Capacitor Bushings				
<b>Tender ID :</b>	2022_BHEL_15539_1				
<b>Tender Ref No :</b>	FRAMEWORK AGREEMENT ONLINE DISSOLVED GAS ANALYZER				
<b>Tender Title :</b>	Framework Agreement OR Rate contract for procurement of Online Dissolved Gas Analyzer for one year period				
<b>Corrigendum Type :</b>	Technical Bid				
<b>Corrigendum Document Details</b>					
Corr.No.	Corrigendum Title	Corrigendum Description	Published Date	Document Name	Doc Size (in KB)
1	ITEM IN INTEGRITY PACT HAS BEEN CAHNGED	ITEM IN INTEGRITY PACT OF THIS TENDER HAS BEEN CAHNGED	31-Jul-2022 11:05 AM	<a href="#">corrigendumE7223178.pdf</a> 	246.42