



**BHARAT HEAVY ELECTRICALS
LIMITED**
PROJECT ENGINEERING MANAGEMENT

**BHEL PEM,PPEI
PLOT No.25, SECTOR-16A,
NOIDA-201301 (U.P.)
PHONE: 0120-4368761**

Ref. No: GEM/2023/B/3296519/CORRIGENDA/01

Date : 01.04.2022

CORRIGENDA/ADDENDA-01

SUBJECT : 2X660 MW BIFPCL MAITREE STPP

PACKAGE : PVC WIRES

GeM Bid No. GEM/2023/B/3296519, Dtd. 22.03.2023

With reference to the subject GEM ENQUIRY of PVC WIRES package of 2X660 MW BIFPCL MAITREE STPP, bidders to find the attached “**Revision 01 to ATC**” regarding modification in **Liquidated Damage clause of ATC (at sl. no. 5)** and submit their offer / revise offer accordingly.

For above mentioned subject tender, the bid submission due date is extended up to **10/04/2023 at 04:00 P.M.** Bidders are requested to submit their offer / revise offer on or before the due date and time on GeM portal i.e. <https://gem.gov.in/>.

Kindly contact the undersigned in case of any queries.

Bidders are requested to submit their offer on or before due date & time

Thanking You

For & on Behalf of BHEL

Ashish Kumar Gupta
Manager/PG-I

BHEL/PS-PEM
POWER PROJECT ENGINEERING INSTITUTE,
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Project	2X660 MW BIFPCL MAITREE KHULNA STPP
Package	PVC WIRES
Subject	ADDITIONAL TERMS & CONDITIONS (ATC) – Rev.01

Sl. No.	<u>The below mentioned terms and conditions shall supersede the terms and conditions mentioned elsewhere in tender document :</u>									
1	Terms Of Payment									
	a) Supply	<table border="0"> <tr> <td>Type of bidder</td> <td>Payment Terms (Number of days)</td> </tr> <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> </table> <p>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 i of GeM GTC. Supplier has to provide Tax invoice, E-invoice, BG, Packing List, LR/RR, CRAC, Insurance intimation, Guarantee Certificate, E-way bill (as applicable) for payment.</p> <p>Provision of offline payment in GeM shall be utilized.</p>	Type of bidder	Payment Terms (Number of days)	Micro & Small Enterprises (MSEs)	45 days	Medium Enterprises	60 days	Non MSME	90 days
Type of bidder	Payment Terms (Number of days)									
Micro & Small Enterprises (MSEs)	45 days									
Medium Enterprises	60 days									
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2	Terms of Delivery	<p>F.O.R Dispatch station. However, loading shall be in the scope of Seller and unloading of items at delivery point & Transit insurance shall be in the scope of BHEL. Bidder to quote prices accordingly.</p> <p>Further, 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 (whose details shall be shared post award of contract.</p>								
3	Delivery Schedule	<p>Delivery schedule shall be as per enclosed Annexure-A at page no. 72 of uploaded technical specification. Delivery period for sake of GeM bid shall be chosen as 999 days (allowable delivery time) from PO date and the same shall be indicative only. However, this period shall not be considered for Delivery and Delay analysis purpose.</p> <p>For Delivery and delay analysis purpose, delivery schedule mentioned in enclosed Annexure-A (at page no. 72 of uploaded technical specification) shall be considered. Delivery shall be refixed as per schedule mentioned in Annexure-A.</p>								
4	Evaluation criterion	<p>Evaluation will be done on L1 (Total cost to BHEL) basis. Incomplete offer or part offer of NIT BOM/BOQ shall be summarily rejected.</p>								

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5	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 main supply contract price excluding GST per week or part thereof, subject to a maximum of ten(10) percent of the total main supply 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. As per clause no. 22 of SCC Rev. 01 for Maitree project (enclosed at page no. 79-87 of uploaded technical specification), LD shall be worked out/levied upto the date of handing over of the goods to BHEL-ROD/ CHA at delivery point.</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. Any subsequent lot released (not envisaged in original contract) due to increase in quantity within permissible quantity variation shall be treated as separate lot for the purpose of LD.</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.</p>
6	Guarantee Terms	As per Cl. No. 10 of GTC on GeM for the bid. However, Guarantee & Warrantee time period shall be 18 months from the date of last supply in the contract.
7	Quantity Variation	+25%
8	Prices	PVC is applicable and shall be as per enclosed Annexure-IV of uploaded technical specification at page-71.
9	Bank Guarantee	Bank Guarantee submission shall be as per cl. No. 7 of GeM GTC with initial validity of 24 Months. Further, extension if any shall be as per GeM Terms.
10	Special terms and conditions	<p>i) MSE preference is 25%.</p> <p>ii) Material shall be dispatched only after issuance of MDCC by BHEL.</p> <p>iii) 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 with any other terms & conditions of tender (if any).</p> <p>iv) Advance intimation of dispatch by bidder shall be given, to PEM and Insurance agency/Site.</p>
11	Integrity pact	Integrity pact is not applicable for the subject tender.

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12	<p>This is a conditional tender enquiry. Reverse Auction of a bidder shall be subjected to the following :</p> <p>i) Fulfilment of Technical pre-qualifying requirements (at page 2 of uploaded technical specification).</p> <p>ii) Techno-commercial qualification/recommendation of bidder by BHEL-PEM.</p> <p>iii) Offered item should mandatorily conform to PP-MII order provisions and its latest amendments</p>
13	<p>This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dtd. 20.09.2016 (Procurement of items related to Public safety, Health, Critical Security operations & Equipments etc.) & hence criteria of prior experience/Turnover shall be same for all the bidders including start-up/MSME.</p>
14	<p>For this tender, offline payment mode is applicable.</p>
15	<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. 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>Eligibility of Suppliers : Class I Local Suppliers only, (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 and subsequent amendments)</p> <p>In accordance with para 9 (a) of DPIIT’s PP-MII order 2017 revision dated 04/06/2020, Class-I local suppliers” / “Class-II local suppliers” at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for the Class-I local supplier” / “Class-II local supplier” as the case may be. They shall also give details of the location(s) at which the local value addition is made.</p> <p>The package is divisible in nature.</p>
16	<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 organisation contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.</p>
17	<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 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>

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18	<p>Due to COVID-19 pandemic condition prevailing in the country, BHEL/PEM may go for Remote Inspection of Offered items, if required. Vendors are requested to be equipped with the facilities/gadgets as indicated in the guidelines mentioned in "https://pem.bhel.com/Documents/VendorSection/Vendor/Guidelines.pdf" to take up the inspection REMOTELY.</p> <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>
19	<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>
20	<p>Bidders to furnish freight & GST percentage for all the items as part of Annexure-I / BOQ Cum un-priced bid (at page no. 1 of uploaded technical specification) to be submitted along with their Techno-Commercial offer. However, RA/negotiation shall be on Total Evaluation (F.O.R as per GeM) price only as per GeM logics. Detailed Price Break up shall be reverse calculated based on freight/GST percentage furnished by bidder for Order Placement. Same shall be mentioned in NIT.</p>
21	<p>As per Govt. notification regarding applicable GST for exports (at page 88-93 of uploaded technical specification) shall be as follows :</p> <p>a) Notification No. 41/2017- Integrated tax (rate) dtd. 23.10.17 regarding IGST @ 0.1%</p> <p>b) Notification No. 40/2017- Central tax (rate) dtd. 23.10.17 regarding CGST @ 0.05%</p> <p>c) Notification No. 1663 dtd. 16.11.17 regarding SGST @ 0.05%.</p> <p>Accordingly, GST @0.1% shall be applicable for exports (supply portion) of the tender.</p>
22	<p>Bidder has to provide the details as per TECHNICAL PQR (at page 2 of uploaded technical specification) in its offer and has to note that bids of only those bidders shall be evaluated who meet the Technical Pre-Qualifying requirements. Above terms for PQR shall prevail in conflict (if any).</p>
23	<p>Successful bidder shall abide by all Applicable Laws, Rules and Regulations of Bangladesh relating to the execution of contract and performance of work. Successful bidder shall obtain and maintain all consents, permits and licenses that are required under Applicable Laws of Bangladesh.</p>

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24	No announcements, press releases, handouts or photographs for publication etc. relating to purchase order or any part of the supply shall be issued or released by successful bidder without BHEL's prior written approval.
25	RBI circular no. FED.CO.TRADE(EXD)/3543/05.11.001/2017-18 DTD. 18.10.2017 is applicable for the tender at page-78 of uploaded technical specification.
26	For recognition of dispatch, vendor to submit following documents to BHEL by e-mail/ fax immediately on dispatch: - GST compliant invoice, LR for Indian Vendors (indicating Invoice No., no. of boxes, PTL (if applicable) etc.) / Bill of Lading or AWB for foreign vendor, Packing List (Must be indicating No. of boxes, Packing size, Gross weight and net weight of each package, Contents of the package with cross reference to BoM item code no. or item serial no. and Quantity of each item separately), Insurance Intimation to underwriter through email/fax, Dispatch Clearance, E-way bill.
27	Risk & Cost Purchase conditions shall be as per enclosed Annexure B at page no. 75-77 of uploaded technical specification.
28	CIF is not available for the subject package.
29	Bidders to note that packing of equipment shall be sea worthy in line with technical specification PE-TS-888-100-A001 for sea worthy packing for export jobs, covered under the Technical specification for the package (Ref. No. PE-TS-421-558-E003). Further, Sea worthy packing inspection shall be witnessed by BHEL/TPIA. Bidders to submit photographs pertaining to packing of material before dispatch.
30	Special conditions of contract (SCC Rev. 01) enclosed at page no. 79-87 of uploaded technical specification.
31	For Indian suppliers, in case delivery address changes from Kolkata Port to Chennai Port/Any other destination at the time of dispatch, freight charges as mentioned in PO shall be adjusted on pro rata basis of distance from vendor's works to delivery address.
32	For bidders (who are not registered with BHEL-PEM) - For registration in 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.
33	"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive 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: <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/ 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: <ol style="list-style-type: none"> 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal,' <p style="text-align: center;">or</p>

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	<p>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</p> <p>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. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "</p>
34	All other terms & conditions shall be as per GeM bid, selected Additional Terms & Conditions from GeM library and GTC on GeM version available on GeM Portal as on enquiry floating date.