



**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/2022/B/2492095 /CORRIGENDA/01

Date : 12.09.2022

CORRIGENDA/ADDENDA-01

SUBJECT : 1X660 MW WBPDCS SAGARDIGHI EXTN UNIT V Project
PACKAGE : CABLE TRAY SUPPORT SYSTEM- GALVANISED (WELDED)
BHEL ENQUIRY No : PE/PG/SGI/E-7062/2022 dated 01.09.2022
GeM Bid No. GEM/2022/B/2492095 DTD. 01.09.2022

Delivery schedule (Annexure-A) : “Delivery Terms for Supply Portion” of Annexure A at pg. no. 20 of technical spec (uploaded on GeM portal) is superseded by the “Delivery Terms for Supply Portion” as mentioned at point no. 3 of enclosed ADDITIONAL TERMS & CONDITIONS (ATC).

Bid Submission due date : The bid submission due date is extended up to **19/09/2022 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,
PLOT NO. 25, SECTOR - 16A, NOIDA (UP)

Regd. Office:
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ADDITIONAL TERMS & CONDITIONS (ATC) REV01

The below mentioned terms and conditions shall supersede the terms and conditions mentioned elsewhere in tender document :

1	Terms Of Payment	
	a) Supply	As per clause no. 12 (i) of GTC on GeM. Supplier has to provide Tax invoice, Packing List, LR/RR, CRAC, Insurance intimation, PVC calculation sheet , Guarantee Certificate, E-way bill (as applicable) for payment. Offline payment mode shall be selected. Payment will be released to seller within 90 days for Non-MSME vendors, within 45 days for Micro & Small vendors and 60 days for Medium enterprises (as per MSMED Act). This is in supersession of 10 days' time as provided in clause 12 of GeM GTC).
2	Terms Of Delivery	F.O.R Dispatch station. However, loading & transit insurance shall be in the scope of Seller and unloading of items at delivery point shall be in the scope of BHEL. Bidder to quote prices accordingly.
3	Revised Delivery (Rev01)	<p>Delivery schedule shall be as per enclosed Annexure-A of technical specification (at page no. 20 of technical specification).</p> <p>However, the "Delivery Terms for Supply Portion" of Annexure A at pg. no. 20 of technical spec is <u>superseded</u> by the "Delivery Terms for Supply Portion" as mentioned below. All other terms and conditions of Annexure A at pg. no. 20 of technical spec shall remain same. :-</p> <p>For Lot-1 : Within Four (04) months from date of CAT-1 approval of Primary drawing/documents or BHEL manufacturing clearance whichever is later, subjected to drawing/document submission/re-submission schedule as stipulated, in case of any delay in submission/re-submission of Primary drawing/documents, then same shall be reduced from the given delivery period.</p> <p>Notes :</p> <ol style="list-style-type: none">1. Vendor to start manufacturing activities only after obtaining specific manufacturing clearance from BHEL Purchase group.2. In case BHEL manufacturing clearance date is later than the date of Cat-1 approval of Primary drawing/documents, then the contractual delivery period will be calculated by setting off the time gap between Cat-1 approval date of Primary drawing/documents and the manufacturing clearance date, from any delay by vendor in submission/re-submission of Primary drawing/documents. <p>For Subsequent Lots : Within 3 months from Lot clearance by BHEL.</p> <p>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. For Delivery and delay analysis purpose, delivery schedule mentioned in enclosed Annexure-A (at page no. 20 of technical specification) alongwith "Delivery Terms for Supply Portion" as mentioned above shall be considered. Delivery shall be refixed accordingly.</p>
4	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.
5.1	Quantity Variation	+25%

5.2	Special terms and conditions	<p>1. Material shall be dispatched only after issuance of MDCC by BHEL.</p> <p>2. Advance intimation of dispatch by bidder shall be given, to PEM and Insurance agency/Site.</p> <p>3. Bank Guarantee submission shall be as per cl. No. 7 of GeM GTC with initial validity of 26 Months. Further, extension if any shall be as per GeM Terms. However, proportionate value of BG can be reduced on elapse of 2 months from expiry of Guarantee & Warantee period of supply Scope (as applicable).</p>
6.1	<p>Integrity pact - Integrity pact is applicable for the subject tender (refer page 28-32 of technical specification). 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. A panel of Independent External Monitors (IEMs) have been appointed by BHEL with the approval of CVC. The names of the IEMs in panel are as follows:</p> <p>I. Shri Otem Dai, IAS (Retd.) - iem1@bhel.in</p> <p>II. Shri Bishwamitra Pandey, IRAS (Retd.) - iem2@bhel.in</p> <p>III. Shri Mukesh Mittal, IRS (Retd.) - iem3@bhel.in</p> <p>The IP as enclosed is to be submitted (duly signed by authorized signatory) along with techno-commercial 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>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 the any of the IEMs mentioned above. All correspondence with the IEMs shall be done through email only.</p> <p>“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 officials whose contact details are provided below.”</p> <p>Details of contact person are as follows:</p> <p>1) Mr. Ashutosh Sharma /Dy. Mgr. / PG-I, Mr. Ashish Kumar Gupta / Mgr. M/s Bharat Heavy Electricals Ltd., Project Engineering Management, PPEI Building, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: ashutosh.sharma@bhel.in, ashishkumargupta@bhel.in Ph. No. +91-120-4323510, 4368761</p>	
6.2	<p>This is a conditional open tender enquiry and participation of a bidder in Reverse Auction (RA) shall be subjected to the following :</p> <p>a) Offered item should mandatorily conform to PP-MII order provisions. Terms and conditions of PP-MII order and its latest amendments shall be applicable.</p> <p>b) Qualification of Technical PQR.</p> <p>c) Techno-Commercial recommendation by BHEL.</p> <p>d) Approval of bidder by end customer (M/s WBPDCI)</p>	
6.3	<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>	
6.4	<p>For this tender, offline payment mode is applicable.</p>	

6.5	<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: - 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: Eligibility of Suppliers : Class I Local Suppliers & Class II Local Suppliers, (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>
6.6	<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>
6.7	<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>

6.8	<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>
6.9	<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>
6.10	<p>Bidders to inform 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 shall be reverse calculated based on freight/GST percentage furnished by bidder for Order Placement.</p>
6.11	<p>Bidder has to provide the details as per TECHNICAL PQR (at page no. 2-3 of 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>
6.12	<p>PVC clause is applicable for this tender (refer Price Variation Formulae at page no. 18-19 of technical specification)</p>
6.13	<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>
6.14	<p>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</p>

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.

6.15 Dispatch Markings :-

Each box shall be marked with Capital Letters in "Red" indicating: Main Supply OR Commissioning spare OR Mandatory Spare for 1X 660 MW SAGARDIGHI TPP EXTENSION UNIT 5, P.O. Manigram, District - Murshidabad, PIN:742237, West Bengal, India Each package/Drum delivered under the Contract shall be marked by Supplier as per details listed below and such marking must be distinct and in English Language (all previous irrelevant markings being carefully obliterated) for purposes of identification.

Each and every box(package) shall be marked with following: -

- 1) Name and address of the consignee.
- 2) Project Reference.
- 3) Name of Supplier
- 4) P.O. reference no. along with package name.
- 5) Packing No. (1/10, 2/10, 3/10 when there are 10 packages for one consignment)
- 6) The Gross weight and net weight of the package.

Besides above necessary, packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURN OVER", "DEEP DRY", "HANDLE WITH CARE", etc.

IMPORTANT

Two copies of respective standard manufacturer's erection instruction /operation manual shall be provided for immediate reference by BHEL site.

The Copy of complete Packing list for the consignment must be put inside the Box/Boxes.

12 copies of supplier's Erection/ Instruction manuals to be given to the BHEL, PEM, PPEI Noida and 3 copies to BHEL, PSER, Sagardighi site within 30 days of dispatch for handing over to Customer/BHEL site.

Items like pumps, Valves, Hoists, Cranes, etc. shall essentially have O&M Manuals and E&C guidelines duly enclosed in the packing box.

6.16 Liquidated Damages :-

Supply :- 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 main supply & commissioning spares contract price excluding GST per week or part thereof, subject to a maximum of ten(10) percent of the total main supply & commissioning Spares 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.

NOTE:

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. However, if receipted LR date for indigenous supply is beyond 30 days for FTL/ 45 days

for PTL from the date of LR (PTL to be clearly mentioned in LR), such excess period shall be considered for LD purpose irrespective of dispatch date. Import General Manifest (IGM)/Bill of entry date (whichever is earlier), for foreign supplies, is beyond 90 days from the date of Bill of Lading/AWB, such excess period shall be considered for LD purpose irrespective of dispatch date.

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. 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.

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

6.17 Risk & Cost Purchase :- As per page no. 24-27 of technical specification.

6.18 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/ guidelines.

6.19 In course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective bidders. In case more than one bidder happens to occupy L-1 status even after soliciting discounts, the L1 bidder shall be decided by a toss / draw of lots, in the presence of respective bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.

6.20 Terms and conditions mentioned at **page no. 22** of technical specification document i.e. "Instructions to Packing List" is applicable and to be ensured for this package necessarily.

6.21. GeM has the functionality to quote Single Unit Price (F.O.R) for each item. Bidders to furnish applicable Freight & GST % w.r.t. Ex Works included in Single quoted (F.O.R) prices before Reverse Auction.

6.22 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.

6.23 Bidders to note item code, description, unit, Qty. and foot notes also at BOQ placed at **page no. 1 of technical specification** as same are applicable for this tender.