

Bid Corrigendum

GEM/2022/B/2328471-C3

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
2. **Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): required as per QAP/Tech spec
Post Receipt Inspection at consignee site before acceptance of stores: not applicable
3. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address UPRVUNL. KANPUR BHEL ISG SITE OFFICE 1X660MW PANKI 208020.
4. **Bidder Turn Over Criteria:** The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
5. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
6. Bidder shall submit the following documents along with their bid for Vendor Code Creation:
 - a. Copy of PAN Card.
 - b. Copy of GSTIN.
 - c. Copy of Cancelled Cheque.
 - d. Copy of EFT Mandate duly certified by Bank.
7. Buyer Added text based ATC clauses

Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document 50%. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to

Make-in-India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small

Enterprises clause in the bid, the same will get precedence over this clause.

1. Transit Insurance: In BHEL Scope. Insurance details shall be informed later. Prior Dispatch intimation shall be issued to Insurance agency about the value of consignment, dispatch details, along with one set of documents consisting of LR / RR copy, Packing List, Challan indicating the items dispatched (with their weights).

2. Guarantee period:

24 Months from the date of last dispatch or 18 months from the date of commissioning whichever is earlier.

3. Delivery:

15 weeks from the date of manufacturing clearance by BHEL

4. Submission of Performance Bank Guarantee (PBG):

Bidder agrees to submit performance security required for execution of the contract within 15 days from the date of Contract award. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such

time the first bill becomes due, the amount of such enhanced performance security due shall be recovered, from the bills along with due interest.

5. Dispatch Documents Required (to be furnished by Vendor):

1. Original GST invoice as per GST Act
2. Copy of Delivery challan
3. Copy of Packing list
4. Copy of Receipted LR
5. Copy of Guarantee certificate
6. Copy of Insurance intimation
7. Copy of Dispatch clearance
8. Copy of MRC certificate

BHEL reserves the right to ask for any other document required for processing of bills, the vendor shall comply with the same.

6. Bidder to note that price quoted shall be inclusive of packing & forwarding and Freight charges and all taxes & duties including GST. Bidder to indicate percentage of GST itemwise included in quoted price.

Ex-Works price (inclusive of packing & forwarding charges) + freight charges + taxes & duties, etc. except Goods & Service Tax (GST) which is payable extra at actuals.

Terms of Delivery: Ex Works. Insurance is in BHEL scope.

Freight is in vendors scope. Freight charges percentage (on ex-works price) to be mentioned by

bidders in the techno-commercial offer along with bid. And the Freight charges shall be payable on pro rata basis based on the Ex-works price BBU.

7. Bidder to submit duly signed and stamped copies of

a. Acceptance of all terms & conditions as per this GeM Bid Document, corrigenda(if any), BOQ. Vendor to submit signed GeM Bid Document, corrigenda(if any), BOQ.

b. Technical specifications, PQR, PVC, QAP, Integrity pact, etc.

8. Compliance to e-invoicing, MSE, GST, MII requirements to be ensured as per extant provisions And guidelines of Govt.of India.

9. PQ criteria-as per PQ enclosed with technical specifications. All documents as per PQ are required to be furnished along with bid as requested in PQR document. Otherwise, offer will not be

considered. Signed PQR to be enclosed.

10. Vendor contact details like, Name, email ID and Contact number are to be furnished material will be dispatched only upon prior intimation by BHEL as per site requirement and project

requirement. PBG to be extended from time to time till the end of warranty/guarantee period or as per BHEL.

11. Bidder to submit duly signed and stamped "Not- Banned/Suspended/Blacklisted/convicted in any Court of Law across India/declared Bankrupt or insolvent"-Self Certification on letter head.

12. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. Submit on your letter head.

13. Bidder to submit signed Integrity Pact.

14. Bidder to quote in BOQ along with GST. Same should be confirmed that GST is already added in BOQ. Bidder to confirm the GST percentage.

15. Resellers' quotations / offers not acceptable.

16. Bidders to qualify as per PQR document attached.

17. Cl. no. 23 of Buyer added ATC - Inspection - Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): sentence - "Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer." shall be read as "Fee/Charges taken by the External inspection Agency shall be borne by the Buyer. For type testing(if applicable), please refer Technical Specifications document. "

18. Price Variation Formula

1) Prices shall be variable as per following PVC formulae as per IEEMA. The positive/ upward price variation shall be limited to +20% of total ex-works actually supplied (cable size wise) and -ve price variation shall be unlimited. Rates for working out price variation shall be as per rates published by IEEMA applicable for respective items of PO under various categories as published by IEEMA:

PVC Formula: Please refer Technical Enquiry Specification

2) Base date for prices:

Initial Price (as per IEEMA): Base date shall be 1st working day of the previous month to the date of issue of tender enquiry for respective tenders Final Price (as per IEEMA): The first working day of month, one month prior to the date on which cable is notified as being ready for inspection against respective Purchase Orders.

3) PVC shall be payable within agreed contractual delivery period or extensions thereof, provided the delay in completion of delivery is not attributable to the vendor. In case delay is attributable to vendor, for the payment purpose, the PVC shall be calculated based on rates applicable as on the date of expiry of contractual delivery date (including extensions where delay is not attributable to the vendor) or actual delivery date, whichever is beneficial to BHEL.

BHEL reserves the right to ask for any other document required during the technocommercial evaluation, the vendor Shall comply with the same.

Timelines of Payment

Type of Bidder	Payment terms (no. of days)
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

Contact details for Query :

Technical:

K Nihas

Dy Manager

Engg. - Elect

nik@bhel.in

Phone: 080 2218 4103

Commercial:

J R Sumanjali K - Manager/ MM

E-MAIL: jrk@bhel.in

Ph. No. +91-08022184314

Bidder to note that the acceptance of the offer is subjected to the "Bidder approval from our customer". Bidder shall provide any additional document required for Customer approval. In case customer does not approve the credentials of the bidder, the bidder will be technically rejected. Refer Technical PQR.

Integrity Pact (IP)

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.

a. Shri Arun Chandra Verma, IPS (Retd.) , acverma1@gmail.com

b. Shri Virendra Bahadur Singh, IPS (Retd.) vbsinghips@gmail.com

The IP as enclosed with the tender (Annexure – 2) 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. 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.

Note: 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:

Details of contact person (s):

(1)

Name: J.R.Sumanjali.K,

Manager/ MM

Deptt: Materials Management

Address: BHEL-ISG, PB No. 1249, IISc Post,

Prof. CNR Rao Circle, Malleswaram,

Bangalore- 560012

Phone: 080-22184314

Email: jrk@bhel.in

(2)

Name: Shabeer Dewan, DGM/ MM

Deptt: Materials Management

Address: BHEL-ISG, PB No. 1249, IISc Post,

Prof. CNR Rao Circle, Malleswaram,

Bangalore- 560012

Phone: 080-2218 4585

Email: sbd@bhel.in

Fax: 080-23562713.

8. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to

upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

9. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
10. 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.
11. 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.
12. Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017
13. **NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.
14. 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% 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 percentage of 25% of total value.
15. Scope of supply (Bid price to include all cost components) : Only supply of Goods
16. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of BHEL-ISG payable at Bangalore. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
17. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of BHEL-ISG A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.
18. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name BHEL-ISG Account No. 000205003783 IFSC Code ICIC0000002 Bank Name ICICI BANK Branch address ICICI BANK TOWER, # 1, COMMISSARIAT ROAD, BANGALORE - 560025. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.
19. 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.
20. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
 - i) The Seller fails to comply with any material term of the Contract.
 - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Seller becomes bankrupt or goes into liquidation.
 - v) The Seller makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Seller.
 - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
21. 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of

buyer.

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

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

22. **Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):** Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

23. Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

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

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)