

## Bid Corrigendum

GEM/2023/B/3750536-C1

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 Tech Spec - Yes, Standard QAP attached as Annexure-2 of 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  
address-  
,DEPUTY GENERAL MANAGER (I/C-PROJECTS)  
SAGARDIGHI THERMAL POWER PROJECT, P.O.-MANIGRAM  
, DIST: MURSHIDABAD,  
PIN - 742237, WEST BENGAL, INDIA  
.
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'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.
6. 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 %.
7. 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](#)
8. 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.

9. Buyer Added text based ATC clauses

Corrigendum-1 dated 05-08-2023

Buyer added text based ATC Cl.no. 6.6 Price basis: Type of Contract: Unit Rate, Firm till the completion of contract.

shall be read as

Type of Contract: Unit Rate, with PVC till the completion of contract. Details of PVC as per Cl.no. 6.13 of Buyer added text based ATC.

Other T&C remain unchanged.

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ATC LT Power cables – Sagardighi TPS

Tender Enquiry No. 77/23/6092/JRK

Buyer Added text based ATC clauses

1. **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.

<b>Ship to (Consignee) Address (to be mentioned in Invoice &amp; LR)</b>	Deputy General Manager (I/C-Projects) 1X660MW Sagardighi TPP P.O-Manigram Dist. Murshidabad, PIN:742237 West Bengal, India A/c BHEL-ISG GSTIN of customer: 19AABCT3027C1ZQ
<b>Bill to (Billing) Address (to be mentioned in Invoice) -</b>	BHEL-Industrial Systems Group Post Box No.:1249, Prof. CNR Rao Circle, IISc Post, Malleswaram, BANGALORE - 560012 GSTIN No. of BHEL / Karnataka state: 29AAACB4146P1ZB

2.

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:

**18 Months from the date of last supply.**

3. Delivery:

**4 months from Drawing approval or 6 months from date of award of contract whichever is later..**

4. Submission of Performance Bank Guarantee (PBG): **The PBG shall be 10% of Order/ Contract value .**

Validity of the Bank Guarantee shall be for the entire Guarantee period + claim period as per RBI guidelines (min. 3 months). 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.

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 as follows:

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.

6.6 Price Basis: Type of Contract: Unit Rate, Firm till the completion of contract. Terms of Delivery: Delivery shall be on Ex Works. Insurance shall be in BHEL scope. Transportation of goods up to Destination shall be arranged by vendor. Freight Charges: Shall be payable on pro rata basis based on the Ex-works price (excluding freight & GST) along with Supply bill.

6.3 Evaluation Currency: . The evaluation currency for this tender shall be INR

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 Despatch 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. Bidder to indicate percentage of freight considered on ex-works price.

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, unpriced bid.

c. No deviation certificate, MII certificate, FINANCIAL STANDING UNDERTAKING (format enclosed in ATC document)

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.

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

6.13: Price Variation Clause: 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 attached IEEMA Circular

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

PQR Criteria- Technical PQR is attached along with Technical specifications.

OEM Authorization Certificate – Not applicable. Only manufacturer shall quote for the tender. Only OEM shall quote for the tender. Re-seller not allowed to quote for the tender.

Financial PQR – Avg. TO for the last 3 years shall be 4.5 Crores INR. Audited Balance sheet, P&L Statement etc. FY 2019-20, FY 2020-21 and FY 2021-22- Turn Over for checking the average TO for last 3 years.

#### 6.14 Payment Timelines:

Type of Bidder Payment Timeline (Number of days)

Micro & Small Enterprises (MSEs) 45 days

Medium Enterprises 60 days

Non MSME 90 days

#### 6.15 Integrity Pact:

(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.

Sl. No. IEM Email

1 Shri. Otem Dai, IAS (Retd.) [iem1@bhel.in](mailto:iem1@bhel.in)

2 Shri. Bishwamitra Pandey, IRAS (Retd.) [iem2@bhel.in](mailto:iem2@bhel.in)

3 Shri. Mukesh Mittal, IRS (Retd.) [iem3@bhel.in](mailto:iem3@bhel.in)

(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.

(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.

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:

Name: JR Sumanjali K, Manager, Dept: PG-I, Name: Vishal Roday, Sr. Manager, Dept: PG-I, Address: BHEL ISG, Address: BHEL ISG, Prof CNR Rao Circle Prof CNR Rao Circle IISC Post, Malleswaram IISC Post, Malleswaram Bangalore- 560012 ; Email: [jrk@bhel.in](mailto:jrk@bhel.in) ; [roday@bhel.in](mailto:roday@bhel.in)

6.16 Conflict of Interest among Bidders/ Agents: 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 in

terests. 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: 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: 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. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. 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. This is a conditional Open (Indian) Tender enquiry. Hence, RA (Part-II) shall be subject to following: - i) Techno-Commercial evaluation by BHEL. ii) Qualification of Technical & Financial PQR. iii) Offered item should mandatorily conform to PPP-MII order provisions. iv) The vendors proposed shall be accepted based on fulfilment of PQR conditions.

Contact details for Query :

**Technical:**

Vidyadhari L

*Dy. Manager*

*Engg. - Elect*

*vdl@bhel.in*

Phone: 080 2218 4122

**Commercial:**

J R Sumanjali K - Manager/ PG-1

E-MAIL: jrk@bhel.in

6.18 Guidelines for resolution of commercial disputes between Central Public Sector Enterprises (CPSEs) inter se and also between CPSEs and Government Departments/ Organizations through Administrative Mechanism for Resolution of CP SEs Disputes ("AMRCD") "In The event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organisations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DP E OM No. 05/0003/2019-FTS-10937 Dated 14 th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties".

All extant rules from GOI pertaining to MII, MSE, e-invoicing, TDS, GFR, GST, Anti Profiteering Law, TCS, etc are applicable during tendering and post Tendering Stage also.

## **22. Documents to be enclosed in the bid**

1 Contact Person

2 Contact Mobile No

3 Email Id

4 MSE Status

5 Duly Signed & Stamped GeM Bid document along with Corrigendum's/ Acceptance of GeM bid document + GeM Signed BOQ, all tender documents

6 MII Class I- Certification (local content percentage indicated) as per GOI Order 2017

7 Not-Banned/Suspended/Blacklisted/convicted in any Court of Law across India/declared Bankrupt or insolvent-Self Certification

8 Applicable Freight Percentage Yes/No & -----Percentage considered

9 Applicable GST Percentage-Yes/No &----- Percentage considered

10 Integrity Pact Duly Signed & Stamped

11 Copy of PAN/GSTIN/Cancelled cheque /Bank Mandate form

12 Duly Signed and stamped Turnover by Self Certification on Letterhead/CA

13 Duly Signed and stamped No Deviation Certificate

14 Audited Balance sheet, P& L Statement etc.FY 2019-20 , FY 2020-21 and FY 2021-22- Turn Over for checking the average TO for last 3 years.

- .
10. **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.
11. **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.

12.
  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.
13. 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.
14. 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.
15. 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, whereby 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(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.



Further, 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.

\*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.](#)