

Bid Corrigendum

GEM/2023/B/3666140-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. **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.
3. 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 %.
4. 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.
5. 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.
6. 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.
7. 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 add

ion 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.

2. Ship to (Consignee) Address (to be mentioned in Invoice & LR)

Head of Project (Kahalgaon STPS)
Kahalgaon Super Thermal Power Station,
P. O. Kahalgaon,
Dist: Bhagalpur (Bihar)
A/C BHEL-ISG
GSTIN : 10AAACN0255D2ZC

3. Bill to (Billing) Address (to be mentioned in Invoice) -

BHEL-Industrial Systems Group (ISG)
Post Box No.:1249,
Prof. CNR Rao Circle, IISc Post,
Malleswaram,
BANGALORE - 560012
GSTIN No. of BHEL / Karnataka state: 29AAACB4146P1ZB

4. Payment timelines shall be as follows:

Micro & Small enterprises (MSEs) -45 days

Medium enterprises -60 days

Non MSMEs -90 days

5. 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).

6. Guarantee period: 24 Months from the date of last dispatch or 18 months from the date of commissioning, whichever is earlier

7. Delivery: Within 12 weeks from the date of manufacturing clearance

8. 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 Gem Sanction Order . 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 performance security due shall be recovered , from the bills along with due interest

9. Dispatch Documents Required (to be furnished by Vendor) for billing/ payment

i) Original GST invoice as per GST Act

ii) Copy of Delivery challan

iii) Copy of Packing list

iv) Copy of Receipted LR

v) Copy of Guarantee certificate

vi) Copy of Insurance intimation

vii) Copy of Dispatch clearance

viii) Copy of 'Consignee's Receipt cum Acceptance Certificate' (CRAC)/ Material Receipt Certificate (MRC) from BHEL site

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

10. 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

11. Bidder to submit duly signed and stamped copies of a. Acceptance of all terms & conditions as per this GeM Bid Document b. Technical specifications

12. Compliance to e-invoicing requirements to be ensured as per extant provisions and guidelines of Govt. of India.

13. 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 LIMITED 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 GeM Sanction Order.

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. Pre-Qualification Requirement -

i) Pre-Qualification Requirement: (Technical):- Technical PQR is attached along with Technical specifications.

ii) Pre-Qualification Requirement: (Financial):

Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs. 107.1 Lakhs and should submit Annual reports (Audited balance sheets, Profit & Loss Accounts). In case the financial statements of the latest FY are not audited as on the tender due date, the financial statements are required to be certified by Chartered Accountant.

16. Documents to be submitted along with the offer-

Bidder shall submit the signed & stamped copy of below mentioned documents along with their techno-commercial offer:

- i) All terms & conditions as per this GeM Bid Document, corrigenda (if any)
- ii) Bill of Quantity (BOQ)
- iii) Technical specifications and Annexures
- iv) Duly filled in signed & stamped Integrity pact
- v) Supporting documents for Technical PQR
- vi) Supporting documents for Financial PQR
- vii) Documents in support of Class I local supplier
- viii) Documents in support of MSME status (if applicable)

17. Order of Precedence of Documents.

- (i) Corrigenda (if any)
- (ii) Buyer added Bid Specific ATC
- (iii) Technical Specifications
- (iv) GeM Terms and conditions
- (v) GeM General terms and conditions

18. Price Variation Formula

i) Prices shall be variable as per following PVC formula 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 in enquiry.

ii) 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.

iii) 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.

19. Contact Person for Clarifications on Commercial Terms & Conditions

Manish K Sahoo - Sr Manager/ PG IIIA

E-MAIL: mk.sahoo@bhel.in

Ph. No. +91-9425605045

20. Contact Person for Clarifications on Technical Specifications-

Venkata Subbaiah Kanta -Manager/ Engineering. (Elect.)

E-MAIL: kvsu@bhel.in

Ph. No. +91-9535284273

21. Bids from NTPC Approved vendors only shall be considered for evaluation. Bidder to provide the necessary approvals from NTPC Corporate Quality department to prove their credentials as an approved vendor of Screened / Instrumentation Cable. No New vendor approval shall be taken up with NTPC.

22. Vendor contact details like, Name, E- mail ID and Contact number are to be furnished along with tender documents.

23. Inspection to be carried out as per approved QAP by BHEL/NTPC.

24. CORRIGENDUM-I

Technical Clarification / Amendment

In Enquiry specifications (Page 6 of 9) 3.1 Bill of quantity S.No. 1 to 11 and in price format(S.No.1 to 11) Read as follows and remaining all technical parameters are as per tender documents:

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SL. N O.	DESCRIPTION	Qty (me ters)
1	2 twisted Pair, 0.5 Sq.mm. annealed bare copper 'F' type (individual shield and overall shield) unarmor signal cable	12500
2	2 twisted Pair, 0.5 Sq.mm. annealed bare copper 'G' type (overall shield) unarmor signal cable	8600
3	2 twisted triode, 0.5 Sq.mm. annealed bare copper 'F' type (individual shield and overall shield) unarmor signal cable	2200
4	4 twisted Pair, 0.5 Sq.mm. annealed bare copper 'F' type (individual shield and overall shield) unarmor signal cable	5200
5	4 twisted Pair, 0.5 Sq.mm. annealed bare copper 'G' type (overall shield) unarmor signal cable	3200
6	8 twisted triode, 0.5 Sq.mm. annealed bare copper 'F' type (individual shield and overall shield) unarmor signal cable	2400
7	8 twisted Pair, 1.0 Sq.mm. annealed bare copper 'G' type (overall shield) unarmor cable	9500
8	8 twisted Pair, 0.5 Sq.mm. annealed bare copper 'F' type (individual shield and overall shield) unarmor signal cable	1500
9	8 twisted Pair, 0.5 Sq.mm. annealed bare copper 'G' type (overall shield) unarmor signal cable	3700
10	12 twisted Pair, 1.0 Sq.mm. annealed bare copper 'G' type (overall shield) unarmor signal cable	21000
11	16 twisted Pair, 1.0 Sq.mm. annealed bare copper 'G' type (overall shield) unarmor signal cable	1600

Bidders to note that item descriptions mentioned above are to be considered and offer to be submitted considering above item descriptions in price bid.

8. 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.

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](#)