

Bid Corrigendum

GEM/2022/B/1966237-C4

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

Buyer Added Bid Specific Additional Terms and Conditions

1. **Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected)
Post Receipt Inspection at consignee site before acceptance of stores: Not applicable
2. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address: SITE OFFICE 1X660MW PANKI , KANPUR , UPRVUNL.
3. Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is after the relevant period average turnover in respect of the completed financial years after the date of constitution shall be taken into account.
4. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings or be bankrupt. Bidder to upload undertaking to this effect with bid.
5. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid Corrigendum if any.
6. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility for GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum reimbursement of 18%.
7. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload the 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

Technical clarification dated 26-2-22

PANKI TPS

INSTRUMENTATION CABLE

GeM Ref: GEM/2022/B/1966237

Technical Clarification / Amendment

Sr. No.	Bidders query A. Technical	Clarification / Amendment
1	Kindly Provide us the insulation thickness	Insulation thickness shall be
2	As per Section IV Sr. No. 8(c) & 9 (c) Drain wire 0.8mm dia. with 7 strands = 3.51mm ² which is very much greater than actual conductor size mentioned in BOQ , So Kindly Confirm that Drain wire shall be 3.51 mm ² (7/0.8mm dia.as per Section IV) or 0.5mm ² (7/0.3mm dia.as per general practice) or 0.5mm ² (1/0.8mm dia)–	Follow Technical specificatio Clause 9.02.02 Sl no 6. i.e. 0.5sqmm (7/0.3mm dia)
3	Type Test in review category (as per Annexure 1 to QP) or in Witness category (section V Cl No.1.2)	Type test shall be Witness ca
4	Ref: Technical specification Annexure-1 Clause 9.01.01 (i) “The cables shall be provided in non returnable wooden drums. The drum length shall be 1000 m + 5% up to & including 12 pair cables and 500 m + 5 % for above 12 paired cables. The drum length shall be 1000 m + 5% for optical fiber cables.”	Shall be read as: “The cables shall be provided in non returnable wooden drums. The drum length shall be 1000 m ± 5% up to & including 12 pair cables and 500 m ± 5 % for above 12 paired cables. Overall tolerance on each type and size of cable s

Sr. No.	Bidders query A. Technical	Clarification / Amendment
1	Kindly Provide us the insulation thickness	Insulation thickness shall be as per IS:5831
2	As per Section IV Sr. No. 8(c) & 9 (c) Drain wire 0.8mm dia. with 7 strands = 3.51mm ² which is very much greater than actual conductor size mentioned in BOQ , So Kindly Confirm that Drain wire shall be 3.51 mm ² (7/0.8mm dia.as per Section IV) or 0.5mm ² (7/0.3mm dia.as per general practice) or 0.5mm ² (1/0.8mm dia)–	Follow Technical specification Annexure-1 Clause 9.02.02 SI no 6. i.e. 0.5sqmm (7/0.3mm dia)
3	Type Test in review category (as per Annexure 1 to QP) or in Witness category (section V Cl No.1.2)	Type test shall be Witness category.
4	Ref: Technical specification Annexure-1 Clause 9.01.01 (i) "The cables shall be provided in non returnable wooden drums. The drum length shall be 1000 m + 5% up to & including 12 pair cables and 500 m + 5 % for above 12 paired cables. The drum length shall be 1000 m + 5% for optical fiber cables."	Shall be read as: "The cables shall be provided in non returnable wooden drums. The drum length shall be 1000 m ± 5% up to & including 12 pair cables and 500 m ± 5 % for above 12 paired cables. The drum length shall be 1000 m ± 5% for optical fiber cables. Overall tolerance on total dispatch of each type and size of cable shall ±2%."

Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. content to qualify as a class 1 local supplier is denoted in the bid document 50%. All bidders must declare the local content and the details of locations at which the goods are made along with their bid, failing which the bid is liable to be rejected. In case the bid value is less than the declaration relating to percentage of local content shall be certified by the statutory auditor of the bidder. OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than the Public Procurement (preference to Make-in-India) order 2017 dated 04.06.2020 . In case Buy preference to Micro and Small Enterprises clause in the bid, the same will get precedence over the preference to Make in India clause.

1. Transit Insurance: In BHEL Scope. Insurance details shall be informed later. Prior Dispatch intimating Insurance agency about the value of consignment, dispatch details, along with one set of documents 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 or whichever is less.

3. Delivery:

180 days from award of contract / 8 Weeks from date of manufacturing clearance

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 award. In case of delay in submission of performance security, enhanced performance security which shall be SBI rate + 6% for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted by the bidder at such time the first bill becomes due, the amount of performance security due shall be recovered, with 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 Despatch clearance
8. Copy of MRC certificate

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

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

7. Bidder to submit duly signed and stamped copies of a. Acceptance of all terms & conditions as per corrigenda(if any), BOQ. Vendor to submit signed GeM Bid Document, corrigenda(if any), BOQ.

b. Technical specifications

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

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

10. Vendor contact details like, Name, email ID and Contact number are to be furnished material will be provided 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 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 at the locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. your letter head.

13. 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 5% of total ex-works actually supplied (cable size wise) and -ve price variation shall be unlimited. Rates for working 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 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 is not attributable to the vendor. In case delay is attributable to vendor, for the payment purpose, the PVC shall be at the rates applicable as on the date of expiry of contractual delivery date (including extensions where delay is not attributable to vendor) or actual delivery date, whichever is beneficial to BHEL.

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 c provide any additional document required for Customer approval. In case customer does not a of the bidder, the bidder will be technically rejected.

Integrity Pact (IP)

a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present pane BHEL with the approval of CVC to oversee implementation of IP in BHEL. 1 Shri Arun Chandra Verma, IPS (Retd.) Shri Virendra Bahadur Singh, IPS (Retd.) vbsinghips@gmail.com

b) The IP as enclosed with the tender (Annexure - IX) is to be submitted (duly signed by authorized signatory) commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP wi competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualific

c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through ei

Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarification other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directl (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.

10. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can upload Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the Bidder shall be disqualified.
11. Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 year period. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity of the product. In case of bunch bids, the primary product having highest value should meet this criterion.
12. Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign country. Products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of (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. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25% of the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders.
15. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in the 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 Purchase preference Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service Provider. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the bid. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference, relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for per value.
16. **Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):** Before dispatch, the goods shall be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (or at designated place for inspection as decided by the Buyer) at Seller premises (or at designated place for inspection as decided by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External Inspector or Laboratory for testing shall be borne by the Buyer. For in-house testing, the Seller will provide necessary facilities. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer or their Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be released only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods at the goods location shall in no way be limited or waived by reason of the goods having previously been inspected, tested or inspected by Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the seller shall provide 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days of the buyer and shall be regularised without Liquidated Damages. When there is requirement of submission of advance sample, the seller shall inform the buyer promptly through e-mail about submission of sample to the buyer nominated Inspection agency.
17. Scope of supply (Bid price to include all cost components) : Only supply of Goods
18. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBC as per GeM GTC). DD should be made in favour of BHEL ISG payable at BANGALORE... After award of contract, Seller shall submit scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer.
19. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBC as per GeM GTC). FDR should be made out or pledged in the name of BHEL ISG, BANGALORE.. A/C (Name of the Seller) on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of the deposit, it will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed by the Buyer covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to

copy of Original FDR to the Buyer within 15 days of award of contract.

20. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking (which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name BHEL ISG , BANGALORE Account No. 12345678901234567890 IFSC Code ICIC0000002 Bank Name ICICI BANK LIMITED Branch address ICICI BANK TOWER, # 1, COMMISSAR 560025. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details file for online payment transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.
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 together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the obligations thereunder.
22. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of payment of GST.
23. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available, 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 and/or to the extent that its 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 the extent that the delivered Material(s) is/are defective 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.
24. 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. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and on any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporation of the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, change for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and considered part of bid. Further any reference of conditions published on any external site or reference to external documents also be 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](#)