



**BHARAT HEAVY ELECTRICALS  
LIMITED**  
PROJECT ENGINEERING MANAGEMENT

**BHEL PEM,PPEI  
PLOT No.25, SECTOR-16A,  
NOIDA-201301 (U.P.)  
PHONE: 0120-4213510**

Ref. No: GEM/2022/B/2740266/CORRIGENDA/01

Date : 25.11.2022

**CORRIGENDA/ADDENDA-01**

**SUBJECT : 1X660 MW WBPDCS SAGARDIGHI EXTN UNIT V Project**

**PACKAGE : PVC WIRES**

**BHEL ENQUIRY No : PE/PG/SGI/E-7102/2022, dated 15.11.2022**

**GeM Bid No. GEM/2022/B/2740266 DTD. 15.11.2022**

With reference to the subject GEM ENQUIRY of PVC WIRES package of Sagardighi project, bidders to find the attached “**Revision 01 to ATC**” and submit /revise their offer accordingly.

For above mentioned subject tender, the bid submission due date is extended up to **02/12/2022 at 04:00 P.M.** Bidders are requested to submit their 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

**Ashutosh Sharma  
DY. MGR/PG-I  
PEM, NOIDA**

BHEL/PS-PEM  
POWER PROJECT ENGINEERING INSTITUTE,  
PLOT NO. 25, SECTOR - 16A, NOIDA (UP)

Regd. Office:  
BHEL House  
Siri Fort  
New Delhi-110049

## Bid Corrigendum

GEM/2022/B/2740266-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 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.
3. 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.
4. 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](#)

Project	1x660 MW WBPDC SAGARDIGHI EXTN UNIT V
Package	PVC Wire
Subject	Bid specific ATC
GEM BID NO.	GEM/2022/B/2740266, DTD-15.11.2022
Rev No.	1

**Rev01** :- Bidders to note the below mentioned modification. Same also applies to the Note no. (a) of BOQ at pg. no. 2 of technical specification.



AMENDMENT TO TECHNICAL SPECIFICATION FOR PVC INSULATED WIRES

FOR 1X660 MW SAGARDIGHI TPS

SPECIFICATION NO.: PE-TS-445-558-E003

AMENDMENT NO # 1

REV. NO. 00

DATE: 23.11.2022

Page 1 of 1

ANNEXURE - I

MODIFIED CLAUSES AS BELOW. Sl no.	Vol. No.	Section/ Description	Note no	Page no	Existing clause/details	Modified Clause
1.	-	BOQ CUM PRICE SCHEDULE FOR PVC WIRES	a)	1 OF 1	a) For 2.5 SQMM <b>AL</b> PVC wires: RED: 52000 meters, YELLOW: 52000 meters, BLUE: 52000 meters, BLACK: 156000 meters, WHITE: 2000 meters, GREY: 2000 meters	a) For 2.5 SQMM <b>CU</b> PVC wires: RED: 52000 meters, YELLOW: 52000 meters, BLUE: 52000 meters, BLACK: 156000 meters, WHITE: 2000 meters, GREY: 2000 meters

Sl. No.	TERMS & CONDITIONS		
1	Terms Of Payment	Type of bidder	Payment Terms (Number of days)
		Micro & Small Enterprises (MSEs)	45 days
		Medium Enterprises	60 days
		Non MSME	90 days
	<p>Supply: Payments shall be made to the Seller as per above schedule of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days' time as provided in clause 12 of GeM GTC.</p> <p>Supplier has to provide Tax invoice, E-invoice, BG, Packing List, LR/RR, CRAC, Insurance intimation, Guarantee Certificate, E-way bill (as applicable) for payment.</p> <p>Provision of offline payment in GeM shall be utilized.</p>		
2	Terms Of Delivery	<p>Terms of delivery shall be F.O.R. dispatch station. All dispatches shall be through Road Carriers on Freight Pre-Paid basis. Road Permit/E-way Bill if required will be arranged by Supplier. Loading shall be in the scope of Seller and unloading of items at delivery point shall be in the scope of BHEL. Transit insurance shall be in BHEL scope. Bidder to quote prices accordingly.</p> <p>Further, w.r.t. Transit Insurance, supplier has to inform the details of dispatches (such as Policy No., Consignee Name, Consignment Packing details, Project Name, Purchase</p>	

<b>Project</b>	<b>1x660 MW WBPDCS SAGARDIGHI EXTN UNIT V</b>
<b>Package</b>	<b>PVC Wire</b>
<b>Subject</b>	<b>Bid specific ATC</b>
<b>GEM BID NO.</b>	<b>GEM/2022/B/2740266, DTD-15.11.2022</b>
<b>Rev No.</b>	<b>1</b>

		Order No., LR No. & date, Invoice No. & date, Dispatch Origin & destination details etc.) to policy underwriter.
3	<b>Delivery</b>	<p>As per Annexure-A attached.</p> <p>Delivery as per the schedule (Annexure-A) shall be considered for LD calculation purposes. Delivery days of 999 days from PO date is the contract period and this may be extended beyond 2 years on mutual consent within Period of contract.</p>
4	<b>Liquidated Damage</b>	<p>Liquidated Damage : If the Seller/Service Provider fails to deliver any or all of the Goods/ Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/ recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the total contract value per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the total contract value without any controversy/ dispute of any sort whatsoever.</p> <p>NOTE:</p> <p>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.</p> <p>ii. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s).</p> <p>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.</p> <p>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.</p> <p>Above LD clause shall prevail over the LD clause of GeM GTC.</p>
5	<b>Guarantee Terms</b>	As per Cl. No. 10 of GTC on GeM for the bid. Guarantee & Warrantee time period shall be 18 months from the date of last supply in the Main supply contract.
6	<b>Quantity Variation</b>	Quantity variation for the package is +25%. Variation limit mentioned here shall supersede in case of conflict.

<b>Project</b>	<b>1x660 MW WBPDCS SAGARDIGHI EXTN UNIT V</b>
<b>Package</b>	<b>PVC Wire</b>
<b>Subject</b>	<b>Bid specific ATC</b>
<b>GEM BID NO.</b>	<b>GEM/2022/B/2740266, DTD-15.11.2022</b>
<b>Rev No.</b>	<b>1</b>

7	<b>Bank Guarantee</b>	Bank Guarantee submission shall be as per cl. No. 7 of GeM GTC with initial validity of 24 Months. Further, extension if any shall be as per GeM Terms.
8	<b>Any other special major condition</b>	<ol style="list-style-type: none"> <li>1. Material shall be dispatched only after issuance of MDCC by BHEL.</li> <li>2. Advance intimation of dispatch by bidder shall be given, to PEM and Insurance agency/Site.</li> <li>3. All the Buyer Added Bid Specific Additional Terms and Conditions shall supersede relevant terms &amp; conditions of GeM GTC and shall prevail in case of conflict with any other terms &amp; conditions of tender (if any).</li> </ol>
<b>9</b>	<b>ADDITIONAL BID TERMS &amp; CONDITIONS</b>	
9.1	Integrity Pact is not applicable.	
9.2	<p>This is a conditional tender enquiry. Financial bid opening (Part-II) of a bidder shall be subjected to the following:</p> <ol style="list-style-type: none"> <li>i) Approval of vendor by end customer i.e. (M/s WBPDCS)</li> <li>ii) Techno-Commercial evaluation by BHEL.</li> <li>iii) Qualification of Technical PQR.</li> <li>iv) Offered item should mandatorily conform to PP-MII order provisions.</li> </ol>	
9.3	This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dtd. 20.09.16 (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.	
9.4	Provision of offline payment in GeM shall be utilized.	
9.5	<p>For this procurement, offer from the class -1 (meeting minimum local content of 60%) local suppliers shall be accepted. The local content to categorize a supplier as a Class I Local Supplier / Class II 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>The supplier along with techno-commercial bid, shall be required to submit the following:</p> <ol style="list-style-type: none"> <li>1. Provide self-certification that they meet the requirements of Class I local supplier as per the provisions of PPP-MII Order of Govt. of India and relevant circulars issued by nodal ministry w.r.t. above mentioned orders (draft for local content is enclosed)</li> <li>2. Give details of location(s) at which the local value addition is made in attached format.</li> </ol> <p>Package is divisible in nature.</p>	
9.6	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.	

<b>Project</b>	<b>1x660 MW WBPDC SAGARDIGHI EXTN UNIT V</b>
<b>Package</b>	<b>PVC Wire</b>
<b>Subject</b>	<b>Bid specific ATC</b>
<b>GEM BID NO.</b>	<b>GEM/2022/B/2740266, DTD-15.11.2022</b>
<b>Rev No.</b>	<b>1</b>

9.7	<p>Bidders to,</p> <ul style="list-style-type: none"> <li>• ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 &amp; Order No. 11/05/2018-Coord. dt. 23/07/2020, if applicable.</li> <li>• ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 &amp; 2) F. No. 6/18/2019/PPD dt. 23/07/2020.</li> <li>• to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 &amp; 2) F. No. 6/18/2019/PPD dt. 23/07/2020.</li> </ul>
9.8	<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 attached to take up the inspection REMOTELY.</p> <p>Guidelines may be accessed from following link:  <a href="https://pem.bhel.com/Documents/VendorSection/Vendor/Guidelines.pdf">https://pem.bhel.com/Documents/VendorSection/Vendor/Guidelines.pdf</a></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>
9.9	<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/guidelines.</p>
9.10	<p>Insurance is in BHEL scope. Please quote accordingly.</p>
9.11	<p>Price quoted shall be all inclusive considering point at sl. no. 2 &amp; 9.10 mentioned above. Bidders shall provide freight/GST percentage as part of their Techno-Commercial offer.</p>
9.12	<p>Govt. of India's Public Procurement Policy – Preference to Make in India Clause: -  For subject tender only Class I local suppliers are eligible to bid (in line with clause no. 3 (a) of MII circular no P-45021/2/2017-PP (BE-II) Dtd-16-09-2020, as there is sufficient Local Capacity &amp; Local Competition. In case of subsequent orders issued by 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>The local supplier at the time of tender, bidding, solicitation, shall be required to provide self-certification that as per the offered item, they meet the requirements of Class I local supplier as per the</p>

<b>Project</b>	<b>1x660 MW WBPDCS SAGARDIGHI EXTN UNIT V</b>
<b>Package</b>	<b>PVC Wire</b>
<b>Subject</b>	<b>Bid specific ATC</b>
<b>GEM BID NO.</b>	<b>GEM/2022/B/2740266, DTD-15.11.2022</b>
<b>Rev No.</b>	<b>1</b>

	<p>provisions of PPP-MII Order of Govt. of India and relevant circulars issued by nodal ministry w.r.t. above mentioned orders and shall give details of location(s) at which the local value addition is made in attached format.</p> <p>Subject package is divisible in nature.</p>
9.13	Bidder has to provide the details as per TECHNICAL PQR 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).
9.15	Risk Purchase clause shall be as per Annexure D, in case of default by GeM bidder.
	<p>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 L1 + 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 25 percentage of total quantity.</p> <p>If L1 bidder is MSE bidder, entire quantity will be given to such MSE bidder only. In case of more than one such MSE, within the price band of L1 +15%, the supply shall be shared proportionately.</p>
9.16	PVC is applicable as per attached Annexure-I.
9.17	All other terms & conditions shall be as per GeM bid, selected Additional Terms & Conditions from GeM library and GTC on GeM version available on GeM Portal as on enquiry floating date.



Project	1x660 MW WBPDC SAGARDIGHI EXTN UNIT V
Package	PVC Wire
Subject	Bid specific ATC
GEM BID NO.	GEM/2022/B/2740266, DTD-15.11.2022
Rev No.	1

## 1 X 660 MW SAGARDIGHI TPS

### Price Variation Formulae for Wire -Annexure-I

1. Prices shall be variable as per price variation formulae given below.

The price variation shall be limited to + 20% of total ex-works price actually supplied (wire size wise) and -ve price variation shall be unlimited. Rates for working out price variation shall be as per rates published by IEEMA for the factors given below at point no.3.

2. Prices shall be variable as per following PVC formulae.

$$P = P_0 + CuF(Cu - Cu_0) + CCFCu (PVCC - PVCC_0)$$

Where,

P is the as on date price and P<sub>0</sub> is the base month price

Cu and PVCC are the copper and insulation prices respectively of the current month.

Cu<sub>0</sub> and PVCC<sub>0</sub> are the copper and insulation prices for the base month.

CuF and CCFCu are the multiplication factors for copper and insulation respectively.

CuF and CCFCu shall be as per table below at point no.3

3. Variation factor value for CuF & CCFCu as applicable shall be as following.

Cable Sizes	2.5 sq.mm	4 sq.mm
IEEMA factor for insulation (CCFCu) as per IS 694 (Insulation thickness ratios considered) (MT/Km)	0.0158	0.0217
IEEMA factor for CONDUCTOR (CuF) (MT/Km)	0.023	0.036

4. Base date for prices:

**Initial Price (As per IEEMA) for-Cu<sub>0</sub> & PVCC<sub>0</sub>:**

Base Date shall be- 1<sup>st</sup> working day of the previous month to the date of issue of tender enquiry.

**Final Price (as per IEEMA) for- Cu, & PVCC:**

1<sup>st</sup> working day of month, one month prior to the date on which wire is notified as being ready for inspection i.e TPIA inspection call raise date on web portal.

5. PVC shall be payable within contractual delivery period (including any extension thereto).



Project	1x660 MW WBPDCS SAGARDIGHI EXTN UNIT V
Package	PVC Wire
Subject	Bid specific ATC
GEM BID NO.	GEM/2022/B/2740266, DTD-15.11.2022
Rev No.	1

## **1 X 660 MW WBPDCS SAGARDIGHI EXTN UNIT V**

GeM BID NO. ~~~~~, Dt:-

### **ANNEXURE -II (INSTRUCTIONS TO PACKING LIST)**

For faster verification of bills, successful bidder to submit detailed Bill of Material (BOM) at the time of drawings/ documents submission after placement of PO. Each item of the BOM to be uniquely identified with item code no. or item Sl. No. Supplier to ensure that all items which will find separate mention in the packing list are covered in this detailed BOM.

Supplier to also give the following undertaking in the BOM:

"The BOM provided herewith completes the scope (in content and intent) of material supply under PO No. ~~~~~ Dated ~~~~~ Any additional material which may become necessary for the intended application of the supplied items/package will be supplied free of cost in most reasonable time.

Packing List must indicate:

- Packing size
- Gross weight and net weight of each package
- Contents of the package with cross reference to BOM item code no. / Sl. No.
- Quantity of each items separately.

The packing list must cover all the BOM items.

Supplier to give following undertaking in the packing list:

The Packing list provided herewith is as per BOM approved under PO No. ----

<b>Project</b>	<b>1x660 MW WBPDCS SAGARDIGHI EXTN UNIT V</b>
<b>Package</b>	<b>PVC Wire</b>
<b>Subject</b>	<b>Bid specific ATC</b>
<b>GEM BID NO.</b>	<b>GEM/2022/B/2740266, DTD-15.11.2022</b>
<b>Rev No.</b>	<b>1</b>

Annexure-A: Delivery Schedule of PVC Wire for 1x660 MW WBPDCS SAGARDIGHI EXTN UNIT-V			
BHEL Drawing No	Drawing Title	Primary/ Secondary	Drg Sch for Vendors
PE-V0-XXX-558-E801	DATA SHEET OF PVC WIRES	Primary	R-0 within 14 days from PO & subsequent revisions within 10 days of comments received from BHEL.
PE-V0-XXX-558-E908	QUALITY PLAN OF PVC WIRES	Primary	
Supply: Within Three (03) 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.			
For Additional Quantity (if provided separately under QTY variation clause of contract): Within 3 months from Lot clearance by BHEL.			
Notes:			
a. The end period specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.			
b. The delivery conditions specified are for contractual LD purposes, however BHEL may ask for early deliveries without any compensation thereof.			
c. Wherever schedule of drawings/documents submission / re-submission is stipulated in the Technical Specifications, same shall be superseded by delivery specified in NIT.			
d. Vendor to start manufacturing activities only after obtaining specific manufacturing clearance from BHEL Purchase group.			
e. 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.			
f. Delivery shall be completed as per the terms mentioned above and LD shall be applicable in case of delay beyond the above mentioned delivery terms.			

Project	1x660 MW WBPDCS SAGARDIGHI EXTN UNIT V
Package	PVC Wire
Subject	Bid specific ATC
GEM BID NO.	GEM/2022/B/2740266, DTD-15.11.2022
Rev No.	1

**ANNEXURE B**  
**1 X 660 MW WBPDCS SAGARDIGHI EXTN UNIT V**

GeM BID NO. -----, Dt:- --

**Letter head of Company**

Ref.....

Date.....

To,  
Bharat Heavy Electricals Limited  
PEM, PPEI Building, Plot No 25,  
Sector -16A, Noida (U.P)-201301

**Subject: - Certification regarding local content**

Dear Sir,

We hereby certify that items offered by us of ----- for 1 X 660 MW WBPDCS  
**SAGARDIGHI EXTN UNIT V** meets the requirement of minimum local content in line with clause no. -- of NIT  
and the Public Procurement (Preference to Make in India), Order 2017 dated-15.06.2017, 28.05.2018,  
29.05.2019, 04.06.2020 & 16.09.2020. The Percentage (%) of Local content is .....%.

We further confirm that details of location at which the local value addition is made will be our registered works  
at .....(address of the works)

Yours very truly

..... (authorized signatory of company)

..... (firm name)

authorized signatory  
of company

Project	1x660 MW WBPDCS SAGARDIGHI EXTN UNIT V
Package	PVC Wire
Subject	Bid specific ATC
GEM BID NO.	GEM/2022/B/2740266, DTD-15.11.2022
Rev No.	1

**ANNEXURE C**  
**1 X 660 MW WBPDCS SAGARDIGHI EXTN UNIT V**

GeM BID NO. ~~~~~, Dt:-

**Letter head of Company**

Ref.....

Date.....

To,  
Bharat Heavy Electricals Limited  
PEM, PPEI Building, Plot No 25,  
Sector -16A, Noida (U.P)-201301

**Subject: - Certification regarding Land Border**

Dear Sir,

I have read the clause regarding restrictions of procurement from a bidder of a country which shares a land border with India. I hereby certify that M/s ..... (Organization name) is not from such a country and is eligible to be considered.

**Note :- Bidder is requested to furnish the above undertaking on company letterhead from the highest competent authority at your end (i.e Owner, partner, CMD, Director, company secretariat etc.).**

Yours very truly

..... (authorized signatory of company)

..... (firm name)

authorized signatory  
of company



<b>Project</b>	<b>1x660 MW WBPDCS SAGARDIGHI EXTN UNIT V</b>
<b>Package</b>	<b>PVC Wire</b>
<b>Subject</b>	<b>Bid specific ATC</b>
<b>GEM BID NO.</b>	<b>GEM/2022/B/2740266, DTD-15.11.2022</b>
<b>Rev No.</b>	<b>1</b>

### **Annexure-D (Risk Purchase clause)**

#### **DEFAULT/ BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE**

In case of delays (beyond the maximum late delivery period as per LD clause) in supplies, or if there be defective supplies or non-fulfilment of any other terms and conditions of the Contract as enumerated subsequently in this clause, then, without prejudice to its right to recover any expenses, losses or damages to which the Buyer may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract or to suspend business dealings with the Seller/Contractor in terms of the Buyers' Guidelines for Suspension of Business Dealings as applicable from time to time, the Buyer shall also be entitled to cancel the Order/ Contract either in whole or portion thereof without compensation to Seller. On the occurrence of any of the acts/omissions mentioned below, the Buyer may if it so desires, procure upon such terms and in such manner as deemed appropriate, plant/ equipment/ stores not so delivered or others of similar description where plant/ equipment/ stores exactly complying with particulars are not, in the opinion of the Buyer (which shall be final), readily procurable, at the risk and cost of the Seller.

The Seller shall be liable to the Buyer for any excess costs incurred thereof and the Seller shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller shall on no account be entitled to any gain on such repurchases. If the Bidder does not agree to this Risk Purchase clause, BHEL reserves the right to reject the bid/offer of the Bidder.

The order/contract may be cancelled in whole or part thereof and Risk & Cost Clause in line with terms and conditions of PO/Contract may be invoked by the Buyer in any of the following cases:

- i. If the Seller/Contractor fails to deliver the goods or materials or any installment thereof within the period(s) fixed for such delivery or the Seller's poor progress of the supply/services vis-à-vis delivery/execution timeline as stipulated in the contract, backlog attributable to the Seller including unexecuted portion of supply does not appear to be executable within balance period available;
- ii. delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications/execution methodology;
- iii. withdrawal from or repudiation/abandonment of the supply/services by the Seller before completion as per contract or if the Seller refuses or is unable to supply goods or materials covered by the order/Contract either in whole or in part or otherwise fails to perform the Order/Contract.

<b>Project</b>	<b>1x660 MW WBPDCS SAGARDIGHI EXTN UNIT V</b>
<b>Package</b>	<b>PVC Wire</b>
<b>Subject</b>	<b>Bid specific ATC</b>
<b>GEM BID NO.</b>	<b>GEM/2022/B/2740266, DTD-15.11.2022</b>
<b>Rev No.</b>	<b>1</b>

- iv. Non supply by the Seller within scheduled completion/delivery period as per contract or as extended from time to time for reasons attributable to the Seller;
- v. Termination of Contract on account of any other reason(s) attributable to the Seller.
- vi. Assignment, transfer, sub-letting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vii. If the Seller be an individual or a Sole Proprietorship, in the event of death or insanity of the Seller.
- viii. If the Seller/Contractor being an individual or if a partnership firm thereof, shall at any time be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act;
- ix. If the Seller/Contractor being a Company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager
- x. Non- Compliance to any contractual condition or any other default attributable to the Seller.

Such defaulting vendor/Seller shall not be eligible to participate in re-tendering conducted on account of risk purchase made due to fault of such vendor/Seller.

BHEL's right to go for Risk and Cost, Calculation of Risk and Cost amount & LD, recovery options to BHEL are given in detail in Annexure-V hereto.



Project	1x660 MW WBPDCS SAGARDIGHI EXTN UNIT V
Package	PVC Wire
Subject	Bid specific ATC
GEM BID NO.	GEM/2022/B/2740266, DTD-15.11.2022
Rev No.	1

## **ANNEXURE-V**

### **(RISK AND COST CLAUSE)**

1. BHEL reserves the right to terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor *after due notice of a period of 14 days' by BHEL* in any of the following cases:
  - i) If the Seller/Contractor fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or the Seller's poor progress of the supply/ services vis-a-vis delivery/execution timeline as stipulated in the Contract, backlog attributable to seller including unexecuted portion of supply does not appear to be executable within balance available period;
  - ii) Delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications;
  - iii) Withdrawal from or repudiation/ abandonment of the supply/ services by Seller before completion as per contract or if the Seller refuses or is unable to supply goods or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract;
  - iv) Non-supply by the Seller within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the Seller;
  - v) Termination of Contract on account of any other reason (s) attributable to Seller.
  - vi) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
  - vii) If the Seller be an individual or a sole proprietorship Firm, in the event of the death or insanity of the Seller;
  - viii) If the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act;
  - ix) If the Seller/Contractor being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager;
  - x) Non-compliance to any contractual condition or any other default attributable to Seller.

#### **1.1 Risk & Cost Amount against Balance Work:**

Risk & Cost amount against balance work shall be calculated as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work (\*) as per rates of new contract

B= Value of Balance scope of Work (\*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

#### **1.2 \* Balance scope of work (in case of termination of contract):**

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose.



Project	1x660 MW WBPDC SAGARDIGHI EXTN UNIT V
Package	PVC Wire
Subject	Bid specific ATC
GEM BID NO.	GEM/2022/B/2740266, DTD-15.11.2022
Rev No.	1

Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

### 1.3 LD against delay in executed work in case of Termination of Contract:

LD against delay in executed work shall be calculated in line with LD clause no. 16 of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of LD against delay in executed work in case of termination of contract" is given below.

- i. Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii. Let the value of executed work till the time of termination of contract = X
- iii. Let the Total Executable Value of work for which inputs/fronTS were made available to contractor and were planned for execution till termination of contract = Y
- iv. Delay in executed work attributable to contractor i.e. T2 =  $[1-(X/Y)] \times T1$
- v. LD shall be calculated in line with LD clause (clause 16) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

## 2. Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor

Without prejudice to the other means of recovery of such dues from the Seller recoveries from the Seller on whom risk & cost has been invoked shall be made from the following:

- a) Dues available in the form of Bills payable to seller, SD, BGs against the same contract.
- b) Dues payable to seller against other contracts in the same Region/Unit/ Division of BHEL.
- c) Dues payable to seller against other contracts in the different Region/Unit/ division of BHEL.

*In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.*