CORRIGENDUM-1 DT 20.03.2023

GeM TENDER REFERENCE: GEM/2023/B/3239417

This Technical Corrigendum-1 is issued to inform the following modifications in the Elevator Specification of SIPAT project FGD Absorber Area Elevator.

Sr. No.	Page No.	Clause No.	Current Tender requirement	Modifications in Tender requirement
1	page 14 of 20 of TDC:TCI:263:ELEV:FGD/ Rev 00	Clause 12 OTHER REQUIREMENTS	All the spares (both recommended and mandatory) shall be manufactured along with the main equipment components as a continuous operation as per same specification and quality plan.	To be read as "All the spares shall follow specification and quality plan of main equipment."
2	page 15 of 20 of TDC:TCI:263:ELEV:FGD/ Rev 00	Clause 13 TOOLS AND TACKLES, COMISSIONING AND RECOMMENDED SPARES	Bidders shall also furnish the Recommended spares list along with the offer required for 3 years of normal operation of the plant and should be independent of the list of the mandatory spares. The Bidder shall also indicate the service expectancy for these spare parts under normal operating conditions before the replacement is necessary. Prices of recommended spares will not be used for evaluation of the bids.	To be read as "Bidders shall also furnish the Recommended spares list along with the offer required for 3 years of normal operation of the plant. The Bidder shall also indicate the service expectancy for these spare parts under normal operating conditions before the replacement is necessary. Prices of recommended spares will not be used for evaluation of the bids."
3	page 15 of 20 of TDC:TCI:263:ELEV:FGD/ Rev 00	Clause 14 MANDATORY SPARES	MANDATORY SPARES	Clause not applicable.
4	page 16 of 20 of TDC:TCI:263:ELEV:FGD/ Rev 00	Clause 15.0 DRAWINGS / DOCUMENTS	I. Mandatory spare datasheet with Item description make, model and rating	Point no. I not applicable.
5	page 10 of 20 of TDC:TCI:263:ELEV:FGD/ Rev 00	Clause 10.11 EMERGENCY SAFETY DEVICES AND BRAKES	In case fire alert, a safety device shall ensure automatic return of the cabin to the floor access level.	To be read as " offered elevator system shall be designed with provisions in accordance with Amend No. 1 to IS 14665 (Part 2/Sec 1): 2000 in the event of fire."

PRE-BID CLARIFICATIONS FOR THE INFORMATION TO ALL VENDORS					
Sr. No.	Page No.	Clause No.	Description	Bidder's Pre-bid Queries	BHEL Trichy reply
1	19 OF 42, 36 OF 42	8 & Project Specific Datasheet	(r) Signals / Indicator & Sr. No. 20 - Signals : tell-tale lights at all floors	It is not applicable for simplex elevators, It is applicable for the Duplex elevators i.e when the two elevator are side by side.	Bidder to follow technical specifications.
2	24 OF 42	10.11	EMERGENCY SAFETY DEVICES AND BRAKES: In case fire alert, a safety device shall ensure automatic return of the cabin to the floor access level.	In case of fire the fireman switch is need to operate for this function. So, the cabin return to the floor access level.	Refer Technical Corrigendum-1
3	28 OF 42	12	OTHER REQUIREMENTS: Overload relays shall be provided to protect the drive motor against overload or a power failure.	The motor protection Facility available in VFD and no Overcurrent relay is provided separately.	Bidder to follow technical specifications.
4	29 OF 42	14	MANDATORY SPARES	Mandatory Spares list is not received in the tender documents. Kindly provide the same if any.	Refer Technical Corrigendum-1
5	37 OF 42	Project Specific Datasheet	Electrical Accessories f)Hand free speaker telephone set connected to plant network.	We will provide 3-way EPBAX in the car, machine room and at the ground floor. We will provide extra cable at machine room. Further connection to plant network/control room will be in client's scope.	Bidder to follow technical specifications.
6	38 OF 42	Project Specific Datasheet	Operational Requirements: d. Digital hall position indicator at all floors, tell lights at all floors shall also be provided by the Bidder.	It is not applicable for simplex elevators, It is applicable for the Duplex elevators i.e. when the two elevator are side by side.	Bidder to follow technical specifications.
7	40 OF 42	Project Specific Datasheet	Quality Assurance and Inspection	It will carried out based on approved MQP.	Bidder to follow tender specifications.
8				The mandatory spares are applicable or not, if applicable then please share the list of the same.	Refer Technical Corrigendum-1

All other technical & commercial terms / clauses of tender remain unchanged

Annexure – A- Additional Terms and Conditions for GeM Enquiry

The terms and condition mentioned in this document are applicable in addition to the GeM General Terms and Conditions. Bidders shall furnish pointwise confirmation/details.

| Description of the Equipment: | Description of

Description of the Equipment:		Passenger cum Goods Elevato	r
Projects		NTPC Sipat FGD (FG/8223)	
To be filled by bidder			
Name of the firm (Bidder)		:	
Address	S	:	
Contact	details	Contact person 1	
		Name:	
		Designation:	
		Office Phone:	
		Mobile:	
		e-mail:	
		Contact person 2	
		Name:	
		Designation:	
		Office Phone:	
		Mobile:	
- **		e-mail:	
Offer re	eference with date	<u>:</u>	
SI. No.	Terms and conditions		Vendor's confirmation
1 (a)	Technical: Supply shall be as per the Technical Catalogue for the		
	tender. Bidder shall comply to the mentioned specification & other		
	referred technical documents. Any clarifications/deviations to the Confirmed /		•
	specification requirements are to be clearly indicated in the Not Confirmed		
	Deviation format. Hidden deviations indicated or mentioned		
	elsewhere in the offer will not be considered.		
1 (b)	Pre-qualification requirement:		
	Offer shall be considered only if		
	Pre-qualification requirement (PQR		Confirmed /
	Pre-Qualification requirement of the		Not Confirmed
	their technical bid - the credentia		
	indicated in the PQR in the format pro	escribed. Otherwise their offer	
1/c)	will get rejected Quality Plan: Vendor Quality Plan		Confirmed /
1(c)	Quality Flair. Veridor Quality Flair		Not Confirmed
1 (d)	Inspection by BHEL/ BHEL approved TF	DIA / End customer	Confirmed /
1 (u)	Inspection by Brief, Brief approved in	TAY End customer.	Not Confirmed
1 (e)	Evaluation Method		
1 (0)	The tender evaluation will be done as	a single nackage on Total cost	Confirmed /
	to BHEL basis	a single package on rotal cost	Not Confirmed
1 (f)	Vendor offers will be considered for	price bid opening subject to	
= \(\cdot\)	fulfilment of techno commercial suita		Confirmed /
	end customer. Vendors shall submit		Not Confirmed
	taking up with end customer for their		

1 (g)	Reverse Auction in GeM is applicable for this tender.	Confirmed / Not Confirmed
2 (a)	Payment terms: 80% Payment within 90 days from the date of issue of CRAC & balance 20% after successful Erection & Commissioning at Site, against HOC, signed by Vendor & BHEL Site / Customer and 10% PBG valid for the warranty period. For MSE suppliers' payment shall be within 45 days from CRAC and for Medium Enterprises payment shall be within 60 days from CRAC.	Confirmed / Not Confirmed
2 (b)	Firm Price: The quoted / finalised rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.	Confirmed / Not Confirmed
2(c)	Each elevator shall be supplied in a container/s on non-returnable basis to the Project Site and the price of Elevator shall be inclusive of Container Cost.	Confirmed / Not Confirmed
3	Delivery term: F.O.R destination basis	Confirmed /
	Destination : Project Site, Sipat, Bilaspur District, Chhattisgarh	Not Confirmed
4	Performance Bank Guarantee: 10% PBG of Elevator PO value, valid for the warranty period shall be submitted, as & when the Elevator is successfully handed over. The balance payment of that elevator will be processed only upon submission of PBG.	Confirmed / Not Confirmed
5 (a)	Warranty Period: 18 months from the date of handing over (HOC date) of Elevator. No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period, it may lead to rejection of offer.	Confirmed / Not Confirmed
5 (b)	Repair & replacements: Within the guarantee period vendor has to replace / rectify the defective/ damaged items on free of cost within a reasonable time of reporting from our end.	Confirmed / Not Confirmed
6 (a)	Kindly Indicate the HSN Code Applicable GST Percentage	HSN: GST%:
6 (b)	The quoted unit price shall be Inclusive of all price elements i.e Elevator Cost, Packing, Forwarding, Freight, Erection & Commissioning and GST etc. on F.O.R destination basis. Transit Insurance is under BHEL scope.	Confirmed / Not Confirmed
7 (a)	Delivery Period: Delivery Period shall be 12 weeks from Manufacturing clearance. Manufacturing clearance will be provided based on document approval from Customer / BHEL and site erection schedule. Material shall be dispatched after obtaining dispatch clearance from BHEL. Delivery period mentioned anywhere else in the bid document is for indicative purpose. Delivery schedule shall be as per this clause.	Confirmed / Not Confirmed
7 (b)	Offer Validity: 120 days minimum from GeM tender opening date (Part-I). Bidder shall accept any validity extension requests upto this period through GeM portal if requested by BHEL. The price arrived after RA (if applicable) shall be valid till 45 days from the completion RA or 120 days from GeM tender opening date (Part-I) whichever is later.	Confirmed / Not Confirmed

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	contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST)	
	separately, HSN/ SAC Code, Place of Supply etc. Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.	
14.	All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).	Confirmed / Not Confirmed
15.	 Invoices will be processed only upon completion of statutory requirement and further subject to following: Vendor declaring such invoice in their GSTR-1 Return/ IFF Receipt of Goods or Services and Tax invoice by BHEL. 	Confirmed / Not Confirmed
16.	As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/IFF) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GSTR-2A/GSTR-2B).	Confirmed / Not Confirmed
17.	In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.	Confirmed / Not Confirmed
18.	In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.	Confirmed / Not Confirmed
19.	Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.	Confirmed / Not Confirmed
20.	GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 –Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.	Confirmed / Not Confirmed
21.	Are You MSE vendor, if so please mention the type of enterprise	

22	AACE VENDOD	
22.	MSE VENDOR:	Confirmed /
	Udyam Registration certificate shall be submitted by MSE vendors	Not Confirmed
	for availing the benefits.	
23.	Make in India:	
	For this procurement, the local content to categorize a supplier as a	
	Class I local supplier/ Class II local Supplier/ Non- Local supplier and	
	purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated	
	04.06.2020 issued by DPIIT. In case of subsequent orders issued by	
	the nodal ministry, changing the definition of local content for the	Confirmed /
	items of the NIT, the same shall be applicable even if issued after	Not Confirmed
	issue of this NIT, but before opening of Part-II bids against this NIT.	Not committee
	The local supplier at the time of tender, bidding or solicitation shall	
	be required to provide self-certification that the item offered meets	
	the minimum local content and shall give details of the Location(s) at	
	which the local value addition is made.	
24.	Fraud Prevention Policy	
	Bidder along with its associate /collaborators /sub-contractors /sub-	
	vendors / consultants / service providers shall strictly adhere to	Caustinus III
	BHEL Fraud Prevention Policy displayed on BHEL website	Confirmed /
	http://www.bhel.com and shall immediately bring to the notice of	Not Confirmed
	BHEL Management about any fraud or suspected fraud as soon as it	
	comes to their notice.	
25.	Risk purchase clause:	
	a. In the event of any successful Tenderer's failure to fulfil any of the	
	tender / Contract obligations including supply of whole or any part	
	of the ordered items as per Contract / Agreement, BHEL has the	
	right to terminate the contract and purchase from elsewhere, at the	
	risk and cost of the defaulted supplier, either the whole of the goods	
	or any part which the supplier has failed to deliver or dispatch	
	within the time stipulated in the contract or if the same were not	
	available, the best and nearest available substitute thereof. The	
	supplier shall be liable for the additional expenditure/difference in	
	Cost, if any, including consequential losses which BHEL may sustain	
	by reason of risk purchase in addition to the applicable LD as per the	0 - 5 - 1 /
	Purchase order/contract.	Confirmed /
	b) The decision of BHEL with regard to the additional expenditure /	Not Confirmed
	difference in cost and consequential losses incurred by BHEL shall be	
	final and binding on the supplier.	
	c) The amount recoverable under risk purchase shall be recovered	
	from the defaulted supplier in all or any of the following manners: i. from dues available in the form of Bills payable to defaulted	
	supplier, SD, BGs against the same contract.	
	ii. from the dues payable to defaulted supplier against other	
	contracts in the same Region/Unit /any other region/unit	
	iii. In-case recoveries are not possible with any of the above	
	available options, Legal action shall be initiated for recovery against	
	defaulted supplier.	
	actuation supplier.	

26.	GST on amount recoverable from vendor under Risk Purchase	
20.	Clause:	
	In accordance with Sec. 7 of CGST Act, 2017, read with clause 5(e) of	
	Schedule II to CGST Act, 2017, amount recovered / recoverable by	
	BHEL from vendor / contractor for non-performance of work as per	
	contract shall be treated as "Supply of service" by BHEL and	
	accordingly GST shall be applicable.	Confirmed /
	GST shall be applicable on amount being recovered / recoverable	Not Confirmed
	from such vendor / contractor. In case only the differential cost is	Not committed
	being recovered from new vendor / contractor, GST shall be	
	applicable on same.	
	As per Sec. 13, read with Sec. 31 of CGST Act, 2017, GST shall be	
	applicable when such recovery against non-performance of work has been determined and accordingly accounted for in Books of	
	Accounts.	
27.	Packing Requirements:	Confirmed /
	As mentioned in the specification	Not Confirmed
28.	Vendors shall strictly adhere to the following.	
	a. After material readiness and inspection completion (by TPI/ BHEL/	
	End Customer), vendor shall seek dispatch clearance from BHEL.	
	b. After obtaining dispatch clearance from BHEL, vendor shall	
	proceed to generate dispatch documents. After generating dispatch	
	documents (Invoice, LR, E-waybill etc.) vendor shall immediately	
	share these documents to BHEL (scan copy over email) for	
	accounting the materials and securing insurance coverage. c. After accounting, BHEL would be issuing movement clearance to	
	vendor immediately. Only after movement clearance is received	
	from BHEL, actual/physical movement of goods out of vendor's	
	premises shall commence.	Confirmed /
	d. Non-adherence to the above may lead to GST authorities seizing	Not Confirmed
	the vehicle & goods and imposing penalty & interest. Any such	
	implication would be to vendors account only.	
	e. Provision of GST Act highlighted below in connection to this -	
	Pursuant to Sec 31 of CGST Act 2017, a tax invoice has to be raised	
	by the registered person supplying taxable goods before or at the	
	time of removal of goods for supply to the recipient, where the	
	supply involves movement of goods. Where a taxable person supplies any goods without issue of any invoice, the tax authorities	
	has powers to detain the consignment and impose penalties	
	equivalent to 200% of the tax payable as per Section 129 of CGST Act	
	2017.	
29.	Suspension of Business Dealings:	
	The offers of the bidders who are under suspension and also the	
	offers of the bidders, who engage the services of the banned firms,	
	shall be rejected. The list of banned firms is available on BHEL web	Confirmed /
	site www.bhel.com.	Not Confirmed
	If any bidder/ supplier/ contractor during pre-tendering/	
	tendering/ post tendering/ award/ execution/ post-execution	
	stage indulges in mal-practices, cheating, bribery, fraud or and	
	5 6 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,	

	other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions. Abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page" at the following link: http://www.bhel.com/vender_registration/vender.php (Guidelines for suspension of business dealings with suppliers/ contractors).	
30.	Cartel Formation: 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.	Confirmed / Not Confirmed
31.	 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 interests. 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 	Confirmed / Not Confirmed

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."

Note

- 1. In the event of our customer order covering this tender being cancelled /placed on hold / otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.
- 2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL.
- 3. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.
- 4. Any other Techno Commercial Terms indicated by the vendor in their offer elsewhere will be ignored. BHEL will proceed with tender evaluation & finalisation based on this Annexure-A and GeM general terms and conditions only.

के एवं हैं एक सिद्दार	PURCHASE / MM / BOI ENQUIRY DEVIATION		
429-024		PAGE 1 OF 1	
ENQUIRY REFERENCE:		Passenger cum Goods Elevator NTPC Sipat FGD (FG/8223)	
DESCRIPTION	ON	Passenger cum Goods Elevator	
TECHNICAL DOCUMENT REFERENCE		Technical document reference as per the Technical Catalogues of following Material Code. L82231FC23601001	
DOCUM REFERE		BHEL ENQ. CALLED FIRM'S ALTERNATIVE OFFER FOR	
		NIL DEVIATION THAN THE ABOVE DEVIATIONS, WE ARE ACCEPTING ALL THE OTHER	

SIGNATURE OF COMPANY REPRESENTATIVE

If necessary, use additional sheets with page control number.

Deviations should to be taken only in the extreme case.

DATE:

COMPANY

SEAL

/ On Bidder's office letter pad /

Self-Declaration

In line with Government public procurement order Number P45021/2/2017-B.E-II dated 15.06.2017, and further modified order Number P-45021/2/2017-PP(BE-II) dt. 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT), I / We hereby declare that I / We are a "Local Supplier" meeting the requirement of minimum local content (......%) defined in the above government notification for the goods against above mentioned enquiry Number.

Details of location at which local value addition will be made is as follows:

Door No.
Street / Address 1
Street / Address 2
District
State
Country
PIN Code

We also understand that the false declarations will be considered as breach of Integrity and liable for action.

For Company Name: Seal: Signature:

Date: Place:

(Please fill all the yellow highlighted)