

## Bid Corrigendum

GEM/2024/B/4869384-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. Buyer Added text based ATC clauses
1. ALL VENDORS TO PROVIDE POINT WISE REPLY/CONFIRMATION ALONG WITH RELEVANT SUPPORTING DOCUMENTS TO EACH AND EVERY POINT OF PRE-QUALIFICATION REQUIREMENT/PQR FOR ALL ENQUIRY ITEMS. NONCOMPLIANCE OF THESE MAY LEAD TO REJECTION OF OFFER AS THESE ARE ESSENTIAL CONDITION FOR PARTICIPATING IN TENDER ENQUIRY
2. KINDLY UPLOAD/ATTACH THE SPECIFICATION DETAILS/ CATALOGUE OF OFFERED ITEMS.
3. EARLY DELIVERY IS ACCEPTABLE FOR 1<sup>st</sup> LOT.
4. EARLY DELIVERY IS ACCEPTABLE FROM AUGUST 2025 (FOR 2nd LOT).
5. EARLY DELIVERY IS ACCEPTABLE FROM AUGUST 2026 (FOR 3rd LOT).
6. VENDOR TO CONFIRM TO PROVIDE TEST CERTIFICATES AS PER O.E.M. MANUFACTURER'S STANDARD PRACTICE ALONG WITH THE MATERIAL.
7. IN CASE OF EQUIVALENT MAKE/MODEL OF ADAPTER 311HS001NF1306 (ITEM NO 13 ) & CONNECTOR RJFTV6MG (ITEM NO 69), ADDITIONAL FORM, FIT AND FUNCTION CERTIFICATE IS REQUIRED.
8. VENDOR TO CONFIRM TO PROVIDE CERTIFICATE OF CONFORMANCE ALONG WITH MATERIAL DISPATCH.

9. VENDOR TO CONFIRM TO PROVIDE IDENTIFICATION OF ALL ITEMS AND PROVIDE REPORT ACCORDINGLY.
10. VENDOR TO SUBMIT MAKE IN INDIA SELF CERTIFICATION AS PER FORMAT GIVEN ALONG WITH THE ENQUIRY.
11. MSE/MII: THE SUPPLIER NEEDS TO SUBMIT/UPDATE MSE/MII CREDENTIALS ON GEM PORTAL DURING PROFILE UPDATION/ OFFER SUBMISSION STAGE. THE MSE DATA SUBMITTED IS CROSS VERIFIED BY GEM WITH GOVT. OF INDIA UDYAM/NSIC DATABASE THROUGH API INTEGRATION ON REAL TIME BASIS AND FOR MII, A SELF DECLARATION IS BEING GIVEN AND AUTHENTICATED BY AADHAR OTP. IF THE SELLER FAILS TO CLAIM MSE/MII PROVISION ON GEM PORTAL AT PROFILE UPDATION/BID SUBMISSION STAGE, THE SAID SELLER WILL BECOME INELIGIBLE FOR GETTING THE MSE/MII BENEFITS FOR THAT BID AUTOMATICALLY. THE VENDOR CAN ALWAYS CONTACT THE GEM HELPDESK, IN CASE OF ANY ISSUES.
12. KINDLY ARRANGE TO SUBMIT INTEGRITY PACT DULY FILLED.
13. VENDOR TO SUBMIT EMD OF **Rs. 6,00,000/-**
14. BIDDERS CAN ALSO SUBMIT THE EMD WITH PAYMENT ONLINE THROUGH RTGS / INTERNET BANKING IN BENEFICIARY NAME BHEL HEEP HARIDWAR ACCOUNT NO. 1 0 6 6 7 9 9 5 4 5 8 IFSC CODE SBIN0000586 BANK NAME STATE BANK OF INDIA BRANCH ADDRESS SECTOR-5 RANIPUR HARIDWAR BIDDER TO INDICATE BID NUMBER AND NAME OF BIDDING ENTITY IN THE TRANSACTION DETAILS FIELD AT THE TIME OF ONLINE TRANSFER. BIDDER HAS TO UPLOAD SCANNED COPY / PROOF OF THE ONLINE PAYMENT TRANSFER ALONG WITH BID.
15. KINDLY MENTION THE GEM TENDER NO IN THE EMD NARRATION/REMARKS, WHILE SUBMITTED THE EMD THROUGH NEFT/RTGS.
16. VENDORS MUST ALSO REMIT THE REQUISITE **EMD (EARNEST MONEY DEPOSIT)** AS MENTIONED IN THE BID DOCUMENTS. IF EMD IS NOT SUBMITTED BY ANY VENDOR, THEN THEIR OFFER SHALL NOT BE CONSIDERED. MSSES OR START-UPS AS RECOGNIZED BY DPIIT ARE EXEMPTED FROM SUBMISSION OF EMD.

THE EMD SHALL REMAIN VALID FOR A PERIOD OF 45 (FORTY-FIVE) DAYS BEYOND THE FINAL BID VALIDITY PERIOD.

EMD SHALL NOT CARRY ANY INTEREST.

#### **FORFEITURE OF EMD**

- I. A BIDDER'S EMD WILL BE FORFEITED IF THE BIDDER WITHDRAWS OR AMENDS ITS/HIS TENDER OR IMPAIRS OR DEROGATES FROM THE TENDER IN ANY RESPECT WITHIN THE PERIOD OF VALIDITY OF THE TENDER OR IF THE SUCCESSFUL BIDDER FAILS TO FURNISH THE REQUIRED PERFORMANCE SECURITY WITHIN THE SPECIFIED PERIOD MENTIONED IN THE TENDER.
- II. EMD BY THE TENDERER TO BE WITHHELD IN CASE ANY ACTION ON THE BIDDER IS ENVISAGED UNDER THE PROVISIONS OF EXISTANT "GUIDELINES ON SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS" AND FORFEITED/ RELEASED BASED ON THE ACTION AS DETERMINED UNDER THESE GUIDELINES.

**17. PERFORMANCE SECURITY:**

TO ENSURE DUE PERFORMANCE OF THE CONTRACT, PERFORMANCE BANK GUARANTEE (PBG) OR SECURITY DEPOSIT (SD), HEREAFTER REFERRED AS PERFORMANCE SECURITY IS TO BE OBTAINED FROM THE SUCCESSFUL BIDDER AWARDED THE CONTRACT.

- I. TOTAL AMOUNT OF PERFORMANCE SECURITY SHALL BE **5 %** OF TOTAL PO VALUE.
- II. PERFORMANCE SECURITY IS TO BE FURNISHED WITHIN 14 DAYS OF PO AND IT SHOULD REMAIN VALID FOR A PERIOD OF 60 DAYS BEYOND THE DATE OF COMPLETION OF ALL CONTRACTUAL OBLIGATIONS OF THE SUPPLIER, INCLUDING WARRANTY OBLIGATIONS.
- III. PERFORMANCE SECURITY MAY BE FURNISHED IN THE FOLLOWING FORMS:
  - i. LOCAL CHEQUES OF SCHEDULED BANKS (SUBJECT TO REALIZATION)/ PAY ORDER/DEMAND DRAFT/ ELECTRONIC FUND TRANSFER IN FAVOUR OF BHEL.
  - ii. BANK GUARANTEE FROM SCHEDULED BANKS / PUBLIC FINANCIAL INSTITUTIONS AS DEFINED IN THE COMPANIES ACT. THE BANK GUARANTEE FORMAT SHOULD HAVE THE APPROVAL OF BHEL.
  - iii. FIXED DEPOSIT RECEIPT ISSUED BY SCHEDULED BANKS / PUBLIC FINANCIAL INSTITUTIONS AS DEFINED IN THE COMPANIES ACT (FDR SHOULD BE IN THE NAME OF THE CONTRACTOR, A/C BHEL).
  - iv. SECURITIES AVAILABLE FROM INDIAN POST OFFICES SUCH AS NATIONAL SAVINGS CERTIFICATES, KISAN VIKAS PATRAS ETC. (HELD IN THE NAME OF CONTRACTOR FURNISHING THE SECURITY AND DULY ENDORSED/ HYPOTHECATED/ PLEDGED, AS APPLICABLE, IN FAVOUR OF BHEL).
  - v. INSURANCE SURETY BOND.

(NOTE: BHEL WILL NOT BE LIABLE OR RESPONSIBLE IN ANY MANNER FOR THE COLLECTION OF INTEREST OR RENEWAL OF THE DOCUMENTS OR IN ANY OTHER MATTER CONNECTED THEREWITH)

FOR E-PAYMENT, THE RTGS DETAILS ARE MENTIONED AS BELOW:

BANK DETAILS	SWIFT DETAILS OF BANK
STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE: 349403	SWIFT NO: SBININBB225 CC ACCOUNT NO :10667995458 IFSC CODE : SBIN0000586

THE PERFORMANCE SECURITY WILL BE FORFEITED AND CREDITED TO BHEL'S ACCOUNT IN THE EVENT OF A BREACH OF CONTRACT BY THE SUPPLIER. THE PERFORMANCE SECURITY SHALL NOT CARRY ANY INTEREST

- 18. THE PRICE QUOTE BY BIDDER SHOULD BE INCLUSIVE OF GST & SHOULD BE ON BHEL HEEL HARIDWAR STORES BASIS.

19. 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.
20. **RISK PURCHASE:** IN CASE OF ABNORMAL DELAYS (BEYOND THE MAXIMUM LATE DELIVERY PERIOD AS PER LD CLAUSE) IN SUPPLIES / DEFECTIVE SUPPLIES OR NONFULFILLMENT OF ANY OTHER TERMS AND CONDITIONS GIVEN IN PURCHASE ORDER, BHEL MAY CANCEL THE PURCHASE ORDER IN FULL OR PART THERE OF, AND MAY ALSO MAKE THE PURCHASE OF SUCH MATERIAL FROM ELSEWHERE / ALTERNATIVE SOURCE AT THE RISK AND COST OF THE SUPPLIER. BHEL WILL TAKE ALL REASONABLE STEPS TO GET THE MATERIAL FROM ALTERNATE SOURCE AT OPTIMUM COST. IF BIDDER DOES NOT AGREE TO THE ABOVE RISK PURCHASE CLAUSE, BHEL RESERVES THE RIGHT TO REJECT THE OFFER. IN CASE FOR COMPELLING REASONS BHEL ACCEPTS THE OFFER WITHOUT ACCEPTANCE OF THIS CLAUSE BY THE BIDDER AND IN THE EVENTUALITY OF RISK PURCHASE, APPROPRIATE ACTION WILL BE TAKEN AS PER BHEL EXISTANT RULES. THIS WILL BE WITHOUT PREJUDICE TO ANY OTHER RIGHT OF BHEL UNDER THE CONTRACT OR UNDER GENERAL LAW.

IN CASE OF BREACH OF CONTRACT, WHEREVER THE VALUE OF SECURITY INSTRUMENTS LIKE PERFORMANCE BANK GUARANTEE AVAILABLE WITH BHEL AGAINST THE SAID CONTRACT IS ATLEAST 10% OF THE CONTRACT VALUE, THE SAME BE ENCASHED. IN CASE THE VALUE OF THE SECURITY INSTRUMENTS AVAILABLE IS LESS THAN 10% OF THE CONTRACT VALUE, THE BALANCE AMOUNT BE RECOVERED FROM OTHER FINANCIAL REMEDIES (I.E. AVAILABLE BILLS OF THE CONTRACTOR, RETENTION AMOUNT, ETC. WITH BHEL) OR LEGAL REMEDIES BE PURSUED.

21. **ACTION AGAINST BIDDERS / VENDOR / SUPPLIER / CONTRACTOR IN CASE OF DEFAULT:**

IN ORDER TO PROTECT THE COMMERCIAL INTERESTS OF BHEL, BHEL SHALL TAKE ACTION AGAINST SUPPLIES / CONTRACTORS BY WAY OF SUSPENSION OF BUSINESS DEALINGS, WHO EITHER FAIL TO PERFORM OR ARE IN DEFAULT WITHOUT ANY REASONABLE CAUSE, CAUSE LOSS OF BUSINESS/ MONEY/ REPUTATION, INDULGE IN MALPRACTICES, CHEATING, BRIBERY, FRAUD OR ANY OTHER MISCONDUCT OR FORMATION OF CARTELS SO AS TO INFLUENCE THE BIDDING PROCESS OR INFLUENCE THE PRICE ETC.

SUSPENSION OF BUSINESS DEALINGS COULD BE IN THE FORM OF "HOLD" OR "BANNING" A SUPPLIER/ CONTRACTOR OR A BIDDER AND SHALL BE AS PER "GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS" AVAILABLE AT BHEL'S WEBSITE <https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>

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22. 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 %.
23. 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 MSE CERTIFICATE**
24. DEDICATED /TOLL FREE TELEPHONE NO. FOR SERVICE SUPPORT: BIDDER/OEM MUST HAVE DEDICATED/TOLL FREE TELEPHONE NO. FOR SERVICE SUPPORT.
25. DATA SHEET OF THE PRODUCT(S) OFFERED IN THE BID, ARE TO BE UPLOADED ALONG WITH THE BID DOCUMENTS. BUYERS CAN MATCH AND VERIFY THE DATA SHEET WITH THE PRODUCT SPECIFICATIONS OFFERED. IN CASE OF ANY UNEXPLAINED MISMATCH OF TECHNICAL PARAMETERS, THE BID IS LIABLE FOR REJECTION.
26. SCOPE OF SUPPLY (BID PRICE TO INCLUDE ALL COST COMPONENTS): ONLY SUPPLY OF GOODS.

27. PRODUCTS SUPPLIED SHALL BE NONTOXIC AND HARMLESS TO HEALTH. IN THE CASE OF TOXIC MATERIALS, MATERIAL SAFETY DATA SHEET MAY BE FURNISHED ALONG WITH THE MATERIAL.
28. 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.
29. **PAYMENT TERMS SHALL BE AS PER FOLLOWINGS:**
- a) **For Non-MSME bidders:** 100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 90 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order. (MSME means Micro, Small & Medium Enterprises) (THIS IS IN SUPERSESSION OF 10 DAYS' TIME AS PROVIDED IN CLAUSE 12 OF GEM GTC).
  - b) **FOR MSE BIDDER:** For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, the payment will be made within 45 days or as prescribed in the relevant act. Benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists /Dealers / Traders etc. for the items offered but not manufactured by themselves."
  - c) **FOR MEDIUM ENTERPRISES:** 100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 60 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order.
  - d) Please note that vendor to adhere to the payment terms as per above. No deviation in payment terms shall be accepted. Vendor to submit their offer accordingly. In case of deviation in payment terms, offer of the vendor may be rejected.

## **Corrigendum to the tender:**

**EMD and Performance Security as mentioned in sl. no. 16 & 17 above, are waived off against the GeM tender GEM/2024/B/4869384.**

3. Buyer uploaded ATC document [Click here to view the file.](#)

## **Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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](#)