

## Bid Corrigendum

GEM/2022/B/2392430-C6

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. **Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:  
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): PRE DISPATCH INSPECITON REQUIRED AS PER TECHNICAL SPECIFICATION OF THE TENDER  
Post Receipt Inspection at consignee site before acceptance of stores: AT BHEL HEEP HARIDWAR
3. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address PARAS CENTRAL PLANT STORE BHEL HEEP HARIDWAR UTTAKHAND 249403.
4. Bidders can also submit the EMD with Account Payee Demand Draft in favour of BHEL HEEP HARIDWAR payable at HARIDWAR.  
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
5. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name BHEL HEEP Account No. 10667995458 IFSC Code SBIN0000586 Bank Name State Bank of India Branch address State Bank of India SME Branch Ranipur, Sector-5A , BHEL RANUPUR HARDWAR PIN - 249403, UK.  
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.
6. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 1 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
7. 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.
8. 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 %.
9. 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.
10. Buyer Added text based ATC clauses

## **CORRIGENDA FOR THIS TENDER**

**THE DELIVERY PERIOD FOR THIS CASE SHALL BE 90 DAYS FROM THE DATE OF PO.**

### **END OF CORRIGENDA**

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## **SPECIAL TERMS AND CONDITIONS**

1. **PAYMENT TERM:** 80% payment of Supply value shall be made within 45 days for MSE, 60 days for Medium Enterprises and 90 days for Non-MSE from the date of receipt of material at BHEL. Balance 20% of Supply value will be paid after acceptance of material as per PO and submission of Performance Bank Guarantee (PBG) valid for 40 months from the guarantee/ warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor.
2. **ERECTION & COMMISSIONING VALUE:** The estimated percentage of erection & commissioning value is: 15 % of equipment cost.
3. **ERECTION & COMMISSIONING TIME PERIOD:** Time period required for E&C: within 06 weeks of receipt of material at BHEL-Haridwar.
4. **CHARGES FOR SERVICES AT BHEL HARIDWAR :** Services to be rendered at BHEL Haridwar like commissioning, proving, training to operators, supervising foundation work etc. as per scope of supply and Erection and commissioning. Prices offered on GeM portal shall be inclusive of erection & commissioning charges for complete scope of work. Vendor to demonstrate all the function & features of the item being procured.
5. **LATE DELIVERY PENALTY CLAUSE:** Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&C'.
  - A. **For delay in Supply:**

The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C).
  - B. **For Delay in Erection & Commissioning:**

The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).

Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).

In case PO includes more than one machine, the penalty shall be @ 0.5% per week of delay on total PO value (Supply + E&C) for the delayed machine.

In case any bidder is not accepting the above penalty for delayed Supply and/or commissioning, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.

In case, any shortage is noticed viz-a-viz PO requirement in the main equipment /spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier.

In case any bidder is not accepting the above penalty for delayed Supply and/or commissioning, the offer

of bidder shall be loaded to the extent to which it is not agreed by the bidder.

In case, any shortage is noticed viz-a-viz PO requirement in the main equipment /spares, such shortages

shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e.

Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the

supplier.

6. BHEL will not provide boarding, lodging, travel cost (Air ticket, local transport etc.) to vendor's representatives visiting BHEL Haridwar for Commissioning.

7. Evaluation shall be done on Total Landed Cost to BHEL Haridwar.

Total Landed Cost to BHEL includes Material cost, Erection & commissioning charges, Freight charges, GST

etc.

8. Date of Part-1 Opening shall be considered for Cost Evaluation Process.

9. **PERFORMANCE BANK GUARANTEE (PBG):** Performance Bank Guarantee (PBG) valid for 30 days beyond the guarantee period by Supplier from any of the Indian branch of Consortium Banks of BHEL or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format in the currency of order. The PBG confirmation charges shall be borne by vendor. This bank guarantee shall have to be submitted before release of last balance payment.

10. **PRE-DISPATCH INSPECTION CLAUSE:** PDI shall be done as per clause no. 09 of technical

specification.

**11.** Delivery Period: Delivery is required by 15-12-2022.

**12. ERNEST MONEY DEPOSIT (EMD):** EMD shall be applicable for this tender of **Rs. Forty thousand only.**

EMD shall be waved off for Central/State- PSUs/ Government Department and for Micro & small Enterprises.

EMD shall be waved off as per GEM Terms and Conditions also for vendors who are seeking exemption as per GeM Terms and Conditions.

Please note that EMD by the tenderer shall be forfeited as per Tender Documents if, the successful bidder/vendor refuses to honour the order after award of the same or him and/or withdraws his bid and/or unilaterally changes the offer and/or any of its terms & conditions within the validity period.

EMD given by the unsuccessful tenderer shall be refunded on acceptance of award / LOI/ PO by successful tenderer. The EMD of successful bidder shall be returned after submission of Contract execution bank guarantee.

EMD shall be not carry any interest. EMD shall be returned after PO placement.

Offer of the bidder shall be straight away rejected in the following cases:

1. If EMD is not submitted at the time of Tender Submission.
2. If any dealer/Authorised representative/Traders is quoting item of their OEM then EMD benefit shall not be passed on to any dealer/Authorised representative/Traders.
3. If any bidder's claims EMD benefit on GeM portal while submitting the offer and after tender opening while evaluation, it is found that the claim of bidder is not as per EMD exemption guidelines, then the offer of the bidder shall be ignored and no communication in this matter shall be entertained.
4. EMD in the form of Bank Guarantee is not acceptable. EMD to be submitted in Bank Account of BHEL or DD to be furnished.

**13.** The evaluation currency for this tender shall be INR.

**14.** Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the

first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT I contract, from the bills along with due interest.

15. The Bidders has to 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.
16. **ATTENDING TO ANY COMPLAINT DURING WARRANTEE PERIOD:** Vendor will have to ensure deputation of their people for commissioning or for attending to any complaint during Warrantee period within 6 days of intimation.
17. In case of delay BHEL will be within their rights to get the job completed at the risk and cost of the supplier.
18. Purchaser i.e. BHEL, Haridwar reserves the right to cancel this GEM Custom Bid Tender Enquiry at any stage of Tender Enquiry but, before Purchase Order Placement on GeM Portal. BHEL Haridwar shall not be liable to any of the bidder/or any other agencies to tell the reason for cancellation of this GEM Custom Bid Tender Enquiry. In this matter the decision of Purchase which is BHEL Haridwar shall be final and can't be challenged in any court of Law.
19. GST Input Tax Credit shall be applicable for this tender.
20. Participating bidders must reply against each point of BHEL Technical Specification.
21. Early delivery is acceptable.
22. Test Certificate is not required.
23. Operation and Maintenance manual is required.
24. Recommended spares are not required.
25. Suppliers are requested to send point wise reply to BHEL Technical Specification.
26. PQR attached as Annexure-B (ZWI630201013).
27. PDI shall be done as per Clause No. 9 of Technical Specification.
28. Technical specification of item is attached as Annexure-A
29. There is no recommended spare for this item.
30. For any kind of queries related to this tender enquiry, kindly contact undersigned on [sanjay.singh@bhel.in](mailto:sanjay.singh@bhel.in) and +919899095970/01334281147.
31. Technical Specification along with PQR, Drawings, above mentioned Special Terms and Conditions of this tender enquiry shall prevail where any contradiction arises with GeM terms and conditions.
32. Years of Past Experience Required selected as 1 and Past Performance selected as 10 in this GeM Tender shall not be applicable for this GEM Bid. Bidders are requested to kindly ignore these two parameters in this GEM bid and these two parameters shall not be considered for Tender Evaluation. Bidders are requested to quote the item as per Technical Specification, PQR and

Special Terms and Conditions as mentioned in this GeM bid.

Warranty period shall be as per Clause No. 6 of Technical Specifica

11. Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
12. Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
13. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
14. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name BHEL HEEP Account No. 10667995458 IFSC Code SBIN0000586 Bank Name State Bank of India Branch address State Bank of India SME Branch Ranipur, Sector-5A , BHEL RANUPUR HARDWAR PIN - 249403, UK. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.
15. The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price: AS PER TECHNICAL SPECIFICATION AND CURRENT INDUSTRY PRACTICE.
16. 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.

## 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](#)