

Bid Corrigendum

GEM/2023/B/3865052-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. Scope of supply (Bid price to include all cost components) : Only supply of Goods
2. 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.
3.
 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
4. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
 - i) The Seller fails to comply with any material term of the Contract.
 - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Seller becomes bankrupt or goes into liquidation.
 - v) The Seller makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Seller.
 - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
5. **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):
BY BHEL OR BHEL APPOINTED TPI AT VENDOR WORKS

Post Receipt Inspection at consignee site before acceptance of stores:
BY BHEL AT BHEL WORKS
6. **Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):** Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be

dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

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. Buyer Added text based ATC clauses

1. Unit rates to be quoted inclusive of all taxes and on FOR BHEL Goindwal basis.

2. **Scope of Work:** Supply of castings as per enclosed drawings, Technical delivery conditions (TDC) and details given below:

S.No	Material	Material Description	Drawing	IBR/ Non- IBR	Qty
1.	922060260000	BODY_5_C150_GV_BW_WCB-NQ21	2VNQ2112406R	IBR	20
2.	922061020000	BODY_5_C150_GV_FL_WCB-NQ40	2VNQ4012492R	IBR	30
3.	922062880000	BODY_5_C150_FV_FL_WCB-Z139	2VZ13912569R	IBR	8
4.	922062900000	BODY_5_C150_FV_FL_CF8M-Z141	2VZ14112569R	IBR	2
5.	922063030000	COVER_5_C150_FV_FL_CF8M-Z141	3VZ14117688R	IBR	2
6.	921500200000	BODY_ WC9_GNV_4_1500-G007	2VG00715005R	IBR	12
7.	922060860000	BONNET_4_C150_GV_PN_WCB-NL35	2VNL3512453R	Non- IBR	5
8.	922060290000	WEDGE_5_C150_WCB-NQ21	2VNQ2112412R	Non- IBR	45

9.	922060800000	BONNET_6_C150_GV_PN_WCB-NQ43	2VNQ4312447R	Non-IBR	15
10.	922062920000	SEAT RING_5_C150_FV_CF8M-Z141	3VZ14135217R	Non-IBR	2
11.	922063040000	FLAP_5_C150_FV_FL_CF8M-Z141	3VZ14195062R	Non-IBR	2
12.	922031460000	SEAT RING-8-C150-GV-CF8M-ND15	2VND1508454P	Non-IBR	50

For all the above items applicable TDC shall be TDC: 0:412/Rev28 and for unspecified tolerances in casting drawing applicable TDC shall be VL-STDC-023 REV-00.

Minimum local content shall be 50% for class I local supplier and 20% for class II local supplier. Percentage of minimum domestic value addition requirement is 20% (HSN code - 7325)*

* For iron and steel products in Appendix A (as per Ministry of steel notification no. F. No.3(2)/2018-IDD dated 29.05.2019), the procurement process shall be open only to the manufacturers / suppliers having the capability of meeting / exceeding the domestic value addition targets. Manufacturers / suppliers not meeting the domestic value addition targets are not eligible to participate in the bidding.

* Minimum local content for mentioned items has been defined as per Ministry of steel notification no. S-13026/1/2020- IDD dated 31.12.2020.

3. **Prequalification criteria:-**

- Supplier should be manufacturer for Carbon Steel Castings/Alloy Steel Castings/Stainless Steel Castings. Supplier to upload undertaking/ISO certificate/documentary evidence for being manufacturer. Bids received from traders, dealers, distributors and resellers will be rejected.
- Supplier shall submit "Well Known Foundry" certificate which shall be valid as on date of tender opening and supplier has to submit undertaking that they shall renew it from time to time. IBR foundries, which have applied for renewal on the date of tender opening, shall submit the expired "Well Known Foundry" certificate and documentary evidence/undertaking for renewal of the same. However, in case the supplier is not having "Well Known Foundry" certificate, then he can supply castings after inspection from IBR approved inspection authorities for IBR items. Supplier should have experience of supplying IBR castings and shall have to submit purchase order and corresponding proof of Witness pouring to IBR authorities. Date of such purchase order shall be on or after 01.08.2020.

3. Supplier should have experience of supplying RT castings and shall have to submit purchase order and corresponding proof of RT reports. Date of such purchase order shall be on or after 01.08.2020.
4. Supplier shall submit customer Purchase Orders and their invoices for supply of Carbon Steel Castings/Alloy Steel Castings /Stainless Steel Castings with minimum cumulative value of Rs. 3,00,000 (Rs. Three lakhs only) as proof. For MSEs, the required cumulative value of POs and invoices shall be Rs. 1,50,000 (Rs. One lakh fifty thousand only). Date of Purchase Order/s date & corresponding invoices: should be 01.08.2020 or afterwards and upto the date of actual bid opening. All mentioned values are net of taxes.

Start-ups shall be exempted from this criteria of Purchase order and invoice submission without any relaxation in quality standards or technical parameters as per D.O. No. 5(4)/2016-BE-I dated 15.02.2017. For claiming Start-Up exemption, vendors have to submit DPIIT (Dept. of Promotion of Industry and Internal Trade)/DIPP (Department for Industrial Policy and Promotion) recognition certificates.

In case any Supplier has quoted for only non-IBR Castings i.e from S.No 7 to 12 (one or more items), the supplier is not required to be submit documents as per S.No 2 of above PQR.

4. **RT Requirement** : shall be as per the enclosed TDC. Fixed RT charges @ Ir192 : Rs 0.99 & Co60: Rs 1.50 per sq. cm shall be paid on actual verified film area.

5. **Inspection requirement:**

Vendor(s) need to submit Quality Plan for approval to BHEL inline with applicable TDC/ standard. BHEL reserves the right to depute TPI for inspection or carry out the inspection through own personnel.

6. **Qty variation** : Quantity variation shall be as per the GeM option clause. For S.12 only, quantity variation of (-)10% is also acceptable.

7. **Repair Of Castings:** Castings, that are found defective after receipt at BHEL, necessary repair of the castings will be carried out by BHEL and repair charges @ Rs. 19.10 per cc for Carbon Steel, @ Rs. 21.00 per cc for Alloy Steel and @ Rs. 24.20 per cc for Stainless Steel grades shall be deducted from any of the running bills of the vendor.

8. **Payment terms:** Following payment terms are proposed:

Type of bidder	Payment Terms
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	(Number of days)
Micro & Small Enterprises (MS Es)	45
Medium Enterprises	60
Non MSME	90

Payments shall be made to the Seller within days (mentioned in above table) 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)

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9. Risk Purchase

BHEL at its option will be entitled for withdrawal of portion of balance supply or termination of the contract and to purchase elsewhere at the risk and cost of the supplier either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as per contract delivery terms. The supplier shall be liable for losses, which BHEL may sustain by way of such risk purchases.

The value shall be calculated as follows:

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

Where,

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

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

H = Overhead Factor shall be taken as 5

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

* Balance Scope of Supply: 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 Supply 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.

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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](#)