

Bid Corrigendum

GEM/2025/B/6898463-C8

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. Buyer Added text based ATC clauses

1) Pre-Qualification Criteria (PQC):

1a) Vendor/Bidder: The bidder shall be the Original Equipment Manufacturer (OEM) /system integrator/ channel partner of OEM. If the bidder is an authorized channel partner of OEM, they shall submit valid authorization letter from OEM. If bidder is a system integrator/ OEM, they should submit a self-declaration certificate as a OEM or system integrator.

1b) Experience: The Bidder should submit at least one purchase order obtained by them or their OEMs for 5kW or higher rating heat load rejection used for cooling operation in last 5 years from date of enquiry.

1c) Relaxation of Norms for Startups: The condition of Prior Turnover and prior experience is relaxed for all startups whether Micro & Small Enterprises (MSEs) or otherwise subject to meeting of quality and technical specifications in accordance with the relevant provision of GFR,2005 and other DOE-PPD notifications for relaxation norms for startups issued from time to time.

2) Payment Terms: 80% payment of Supply value will be made within the stipulated days as mentioned below from the date of receipt of Equipment at BHEL R&D Stores, Hyderabad.

Type of bidder:

- A. For Micro & Small enterprises(MSEs) payment will be made within 45 days
- B. For Medium Enterprises will be made within 60 days
- C. Non MSMEs will be made within 90 days

Balance 20% of supply value plus 100% of the Installation portion of PO Value will be paid against Installation certificate issued by BHEL and Submission of Performance Bank Guarantee (PBG) by Supplier.

However, GST Portion of Invoice shall be released only upon:

- i) Vendor declaring the Invoice in their GSTR-1.
- ii) Receipt of Goods and Tax Invoice by BHEL.
- iii) Confirmation of Payment of GST thereon by vendor on GSTN.

3) Compliance on restrictions under Rule 144 (XI) of the GFR : Submit the Annexur

e- A which is attached in ATC document.

4) Conflict of Interest Clause: Submit Annexure - B printed on your company letter head with signature and stamp. Annexure - B format is attached in buyer added bid specific ATC document.

5) Compliance on Public Procurement (Preference to Make in India) order: Submit the Annexure-C which is attached in ATC document.

6) Technical Specification: Bidder shall submit compliance on attached BHEL Technical specification uploaded in Buyer Specification Document

7) Terms of Delivery : Shall be FOR BHEL Corp.R&D,Hyderabad.

8) Delivery period:

- a) Delivery of Equipment: Should be completed within 112 days from the date of order
- b) Installation&Commissioning: Should be completed within 30 days from the date of BHEL's intimation.

9) Earnest Money Deposit (EMD): Submission of earnest money deposit (EMD) along with offer is required.

EMD is to be deposited in cash (as permissible under IT act), or by pay-order/Demand Draft drawn in favour of BHEL R&D-A/c 10202162640, Vikasnagar, Hyderabad 500 042. EMD amount will be returned to all unsuccessful bidders after placement of order. EMD amount shall not carry any interest. The EMD of successful bidder will be returned after submission of CEBG.

EMD by the Tenderer will be forfeited as per NIT conditions, if:

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract. EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

EMD amount is Rs.1,00,000/-

10) Contract Execution Bank Guarantee (CEBG): The successful vendor shall have to furnish a Contract Execution Bank Guarantee (CEBG) for 10% of the Total PO value in the prescribed format within 30 days from the date of P.O. CEBG shall be from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by any Consortium Bank of BHEL. All bank charges on account of issuance and conformation of CEBG will have to be borne by the vendor. CEBG shall be kept valid until 30 days after the date of E&C Certificate, which will be issued on completion of Erection & Commissioning of equipment which includes erection, commissioning, job proving, performance test, training to operators etc. as prescribed in PO.

If the supplier fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel PO & forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers.

Under all circumstances, CEBG shall be kept valid till the PBG becomes operational.

Note: Format of Contract Execution Bank Guarantee (CEBG) is attached in ATC documents

11) Performance Bank Guarantee (PBG): PBG of 10% of total order value is to be submitted by the successful vendor and shall be kept valid up to guarantee period. Expiry of claim period may be kept 3-6 months after validity date. PBG shall be from one of the Consortium banks of BHEL or from a reputed bank and confirmed by any Consortium bank of BHEL. The offers of the suppliers not accepting to this clause will be rejected.

Note: Format of Performance Bank guarantee (PBG) is attached ATC document .

12) Interest of delayed submission of PBG and CEBG : Bidder agrees to submit Contract Execution Bank Guarantee(CEBG) with-in 30 days from the date of P.O and performance bank guarantee (PBG) within 15 days from the date of completion of commissioning. In case of delay in submission of CEBG or PBG, enhanced BG which would include interest (Repo rate + 4%) 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/contract, from the bills along with due interest.

13) SFMS Confirmation of Bank Guarantees (BGs):

Vendor/Contractor/Bidder to ensure that issuance of Bank Guarantee shall be confirmed by the issuing Bank directly to the Owner mandatorily through Structured Financial Messaging System (SFMS), as it provides an RBI supported Integrated Platform for Bank Guarantee Verification.

SBI Bank has been designated as BHEL Corporate R&D's Bank for receiving SFMS messages for BGs issued in favour of BHEL Corporate R&D.

BG shall only be obtained from Banks and Branches which are live on SFMS platform i.e. which have infrastructure to issue SFMS confirmation message along with the BG.

For SFMS, BHEL Corporate R&D Bank Details / other information are as follows:

SBI Bank, HAL campus Branch, Balanagar, Hyderabad.

IFSC Code: SBIN0001676.

Vendor/Contractor/Bidder to take a print out of SFMS confirmation message from the BG issuing bank branch and attach copy of same along with the hardcopy of BG while submitting the same to BHEL Corporate R&D. Same process has to be followed for any verification of BG amendment as well.

14) Penalty for Delay in Supply & E&C:

1. For the purpose of penalty for delay in E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.

2. 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'. 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). The rate 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).

3. Incase, 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. P&F and freight charges etc. up to destination for such short supplies shall be borne by the supplier.

15) Vendor has to submit this GeM bid document duly signed and stamped on all pages. By submitting signed GeM bid document it affirms that vendor has accepted to all the terms and conditions mentioned in this bid such as Payment terms, delivery period, terms of delivery, CEBG,PBG etc.

16) Insurance, loading/unloading from vendor site to BHEL R&D,Hyd will be in vendor scope only. Vendor has to quote price(s) inclusive of GST, Transportation/Insurance, Loading/Unloading charges.

17) Breach of contract, Remedies and Termination: In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. Incase 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 contract or, retention amount, etc. with BHEL) or legal remedies be pursued. Further, levy of liquidated damages, debarment, termination, de scoping, short-closure, etc., shall be applied as per provisions of the contract.

18) Following documents to be submitted by bidders along with offer:

- a. PAN Number
- b. GSTIN Registration Certificate
- c. Bank details

19) Suspension of Business Dealings with Suppliers / Contractors: The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site <https://www.bhel.com/supplier-registration>.

20) Invoice registration and documents upload in SUVIDHA portal by suppliers: Irrespective of the value of the invoice amount, the bidder/vendor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at <https://suvidha.bhel.in/suvidha/>, prior to despatch. All documents as per PO checklist , along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs, in case they were not digitally signed and uploaded on the portal. The material will not be accepted inside BHEL in absence of the above.

21) Corrigendum 1: Following Additional Technical Specifications shall be considered during submission of bid. Bidders have to confirm following specifications in addition to the Buyer Specification document.

S.	N Description	Specifications
o.		skid mount of two units
1	Complete package supply type	1) indoor and 2) outdoor unit separately
2	Scope of supply	Both the units have to be supplied by bidder only
3	The Legends of PWM1 and PWM2	PWM: Pulse Width Modulator

1. Maximum distance between fuel cell stack and stage 1 cooling unit is 8 mts

4 Approximate distance of piping between terminal point of stack, cooling unit 1 and cooling unit 2.

2. Maximum distance between cooling unit 1 and cooling 2 is 8 mts

5 Design practices

All the designs should be capable of handling 100% over rated than the specified pressure rating values

2. 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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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](#)