

Bid Corrigendum

GEM/2024/B/5368449-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. 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 %.
3. 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.
4.
 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.
5. 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.
6. Buyer Added text based ATC clauses

H122400006 - IBR CS & LAS Tubes (SO: 8054), Corrigendum 01, Dated: 19.09.2024

Enquiry SL No	Material Code	Description As per Original Tender	Revised Description as per Corrigendum	PR Qty in Mtr
5	154880950000	Tube OD 51 x 5 x 9000 - SA213T11	Tube OD 51 x 5 x 6000 - SA213T11	36
6	154890840000	Tube OD 51 x 5.6 x 9000 - SA213T22	Tube OD 51 x 5.6 x 6000 - SA213T22	18
7	154920930000	Tube ID 51 x 5.6 x 9000 - SA213T91	Tube ID 51 x 5.6 x 6000 - SA213T91	18

INSTRUCTIONS TO BIDDERS and SPECIAL TERMS & CONDITIONS (IBR CS & LAS Tubes - H122400006)

- 1) Bidder shall submit Categorical Confirmation of this ITB as a token of acceptance of the PQC, Special Terms & Conditions, Specification, TDC and Quality Plan / ITP (for Non-IBR Items) clauses mentioned. Vendor shall comply to all the additional clauses mentioned in GeM Bid Document. The offers of those Vendors who do not comply with all the Clauses in total are likely to be rejected. Documents submitted with the offer shall be signed and stamped on each page by authorised representative of the vendor.
- 2) Bidder shall follow GeM general term and conditions and submit the offer (<https://gem.gov.in/pa/ge/detail/34>)
- 3) All the terms and conditions mentioned in Special Terms & Conditions, Specification, TDC and Quality Plan / Inspection Test Plan (for Non-IBR Items) shall supersede any other similar terms quoted elsewhere.
- 4) QUOTED PRICE: - Bidder shall quote the Price inclusive of Testing, Freight, Packing & Forwarding, Transit Insurance, GeM transaction charges, any other taxes and GST etc. No extra payment will be made over & above quoted price.
- 5) Contact Details: - For any Technical queries: Mr. E Sainath Reddy (0891-2881117) and for any commercial / GeM queries: Mr. N Satish Kumar (0891-2881319).
- 6) **SPECIAL TERMS AND CONDITIONS**
 - A) **INTEGRITY PACT:** - Bidder should submit Integrity Pact with Duly Filled, Signed & Stamped as per enclosed format. If not, offer will not be considered for evaluation. This tender will be monitored by anyone of the 3 Independent External Monitor(s).
 - B) **TDC & QP:** - Vendor should supply the Materials as per SPEC. & TDC mentioned in UNPRICED BIDDING.
 - C) **INSPECTION:** - By IBR as mentioned below by meeting SPEC & TDC requirements. (IBR Inspection Charges are in Supplier's Scope).
- Ø **For Approved Manufacturers:** - By IBR / IBR Authorised Inspection Agency. Material Test Certificate should be as per Respective TDC.
- Ø **Technical Officer Signature is NOT Acceptable.**
- Ø **For Traders, IBR authorised Third party Inspection is not acceptable**
- Ø **For all IBR Items Inspection & Testing Charges are to be in Bidder's Account.**

Provide original IBR ORIGINAL MANUFACTURE TEST CERTIFICATE's to BHEL-HPVP on no n-returnable basis or get endorsed & stamped from respective IBR authorities (i.e. Director / Jt. Director / Dy. Director) of your premises / jurisdiction.

ALTERNATIVELY

If part quantity material is available against the Original Test Certificate, supplier has to submit the original IBR TC on non-returnable basis or original IBR TC is to be submitted to BHEL-HPVP for attestation with IBR at BHEL-HPVP. The same shall be returned to supplier after IBR inspection and acceptance of material at BHEL-HPVP.

After completion of Inspection at their works, suppliers need to send the colour scan copies of MTCs, IBR Certificates, Inspection reports and other Test Reports applicable as per Material Specification & TDCs to BHEL-HPVP for obtaining material dispatch clearance.

D) **DELIVERY PERIOD:** 90 Days from the date of GeM contract / PO, whichever is earlier.

E) MAKE / MANUFACTURER & PRE-QUALIFICATION CRITERIA:

Ø Offers from BHEL-HPVP, Visakhapatnam approved manufacturers for Supply of similar items are acceptable.

Ø Offers from other manufacturers, who have registered with any of the BHEL Units / Regions for similar type of items shall also be considered on submission of Valid BHEL Registration Letter.

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Ø Offers from other manufacturers, who have supplied similar type of items to any of the BHEL Units / Regions / Any PSUs / any Govt organisation in last 3 years shall also be considered on submission of PO copy, Inspection Reports, LR, Invoice Copy / Job Completion Certificate.

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Ø Offers from stockists and traders are not acceptable.

F) **GUARANTEE CERTIFICATE:** Vendor should guarantee the material against all design and manufacturing defects and for performance for a period of 18 months from the date of last dispatch or 12 months from the date of commissioning whichever is earlier. If any defect is noticed during the above period, the same shall be rectified / replaced free of cost on FOR BHEL within a reasonable time.

G) Other clauses like Tender Evaluation, LD, Firm Price etc., shall be as GeM General terms and conditions.

H) BHEL reserves the right to cancel the Enquiry / Tender at any stage without assigning any reasons thereof. Also, BHEL reserves the right to reject or accept one or any offer without assigning any reason.

I) **FRAUD PREVENTION POLICY:** The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

J) **LINKING UP OF OLD ISSUES:** In case if you have any outstanding problem with earlier supplies, you should not link up against this enquiry or PO at later stages.

K) Bidder's quoted rates/ price for supply part of the contract shall remain firm throughout the contract including extension, if any, for any reason whatsoever and no escalation is admissible for this contract.

L) GUIDELINES FOR SUSPENSION OF BUSINESS DEALING WITH SUPPLIERS:

The offers of the bidders who are under suspension as 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 site www.bhel.com.

1.0) Integrity commitment, performance of the contract and punitive action thereof:

1.1) Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in

connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2) Commitment by Bidder/ Supplier/ Contractor:

- Ø The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit 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.
- Ø The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- Ø The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

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 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, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions.

M) NEW PROVISION (SECTION 194Q) REGARDING DEDUCTION OF TAX AT SOURCE @ 0.1% ON PURCHASE OF GOODS FROM RESIDENT:

- Ø New Section 194Q is inserted for deduction of TDS by a person (whose turnover exceeds Rs. 10 crores) who is paying any sum to any resident for purchase of any goods of the value exceeding Rs. 50 lakhs in any previous year. This provision shall not be applicable where tax is deductible under any other provision of I.T Act or where tax is collectible under the provisions of section 206C other than a transaction to which sub-section (1H) of section 206C applies. The tax shall be deducted at the rate of 0.1%, which shall be increased to 5% if the seller does not provide his PAN. (w.e.f. 1st day of July 2021)

N) NON-FILER OF INCOME TAX RETURN SHALL BE SUBJECT TO TDS/TCS AT HIGHER RATES (SECTION 206AB AND SECTION 206CCA):

- Ø The Finance Act 2021 inserts these sections to provide for deduction and collection of TDS and TCS at the higher rates in case of non-filers of the income tax return for preceding two years (provided total TDS deducted / TCS collected exceeds Rs. 50,000 in each of the two preceding years). The rate of TDS/TCS shall be at the double of the specified rate or 5%, whichever is higher. These provisions shall not be applicable where the tax is required to be deducted under sections 192, 192A, 194B, 194BB, 194LBC or 194N of the Act. (w.e.f. 1st day of July 2021)

O) FORCE MAJEURE:

The supplier shall not be considered in default if delay occurs due to causes beyond their control such as Acts of God, Natural Calamities, Fire, Frost, Flood, Civil War, Civil Commotion, Riot, Government Restrictions, strikes / lock outs. Only those causes that have duration of more than seven days shall be considered cause of force majeure. Notification to this effect duly certified by local chamber of commerce / statutory authorities with supporting documents shall be given by the supplier to BHEL by registered letter/courier service immediately without loss of time. In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL. In the event of such cancellation the supplier shall refund any amount advanced or paid to the supplier by BHEL and deliver back any material issued to him by BHEL and release facilities, if any, provided by BHEL.

P) ARBITRATION & CONCILIATION:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act

1995 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be (the place from which the contract is issued) The cost of arbitration shall be borne as per the award of the Arbitrator, Subject to the arbitration in terms of Clause above, the Courts at (Pl incorporate the name of the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

Q) JURISDICTION:

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil/territorial jurisdiction in this behalf at Visakhapatnam and only the said Courts(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

R) RISK PURCHASE:

The delivery period stated shall be reasonable/realistic and shall strictly be adhered to. If the material is not supplied within the agreed delivery period, in order to avoid loss or damage BHEL reserves the right to cancel the order and purchase the material (either wholly or undelivered portion) from alternate source(s) at the Risk and Cost (with extra 5 % overhead) of the Supplier. In such an event, it shall be obligatory on the part of Supplier to make good any loss suffered by the BHEL. In such cases, BHEL shall withhold bills, bank guarantees, etc., of the Supplier, which are pending either at HPVP BHEL or any other Unit of BHEL.

S) REJECTION & REPLACEMENT:

If any material is rejected, supplier to make free of cost (on freight paid basis) replacement within a specified period. Rejected materials can be lifted by the supplier thereafter. (OR) BHEL Shall take alternate procurement action from elsewhere and recover the difference in cost, if any incurred by BHEL in this regard from the supplier. The supplier shall not be entitled to any gain on repurchase. (OR) BHEL can terminate the contract either in part or wholly in which at BHEL discretion and recover loss if any from the supplier.

T) GUARANTEE CERTIFICATE:

Vendor should guarantee that all materials shall be free from any defect due to facility design, material and workmanship. Supplier shall guarantee the performance of material/equipment/total system, for a period of 18 months from the date of last dispatch or 12 months from the date of commissioning, whichever is earlier. If any defect is noticed during the above period, the same shall be rectified / replaced free of cost on FOR BHEL-HPVP, Visakhapatnam / Destination basis within a reasonable time.

U) PAYMENT TERM:

100% payment shall be made within the stipulated days as mentioned below from the date of receipt and acceptance of materials at BHEL.

TYPE OF BIDDER	Payment Terms (Number of Days)
Micro & Small Enterprises (MSEs)	45 Days
Medium Enterprises	60 Days
Non MSMEs	90 Days

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

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

V) The tender completed in all respects shall be submitted within the stipulated due date duly. BHE L-HPVP is not responsible for **any** delays in submission of offers. Offers received in any other form will not be accepted.

*"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:*

i. they have controlling partner (s) in common;

or

ii. they receive or have received any direct or indirect subsidy / financial stake from any of them;

or

iii. they have the same legal representative/agent for purposes of this bid;

or

*iv. 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

*v. 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 more than one bid;***

or

vi. 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 this behalf; and
2. Indian/foreign agent on behalf of only one principal;

or

vii. 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

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. "

ITEM WISE EVALUATION BASIS

SL. No.	Ref. No.	MATL. DESCRIPTION	IN SP. TYPE	Qty in Mtr	REMARKS
1	100011390 /10 (8054 - 5155)	TUBE OD 38.1 X 3.25X10000 - SA210GRA1 as per TDC:0:004; REV-00	IBR	3,720	Item wise Evaluation
2	100011390 /20 (8054 - 5155)	TUBE OD 51 X 3.6X10000-SA210GRA1 as per TDC:0:004; REV-00	IBR	15,670	
3	100011390 /30 (8054 - 5155)	TUBE OD 76.1 X 5.6X10000 - SA192 as per TDC:0:004; REV-00	IBR	2,500	
4	100011390 /40 (8054 - 5155)	TUBE OD 76.1X6.3X10000-SA192 as per TDC:0:004; REV-00	IBR	4,150	
5	100011393 /10 (8054 - 5155)	TUBE OD 51 X 5X9000 - SA213T11 as per TDC: 0:004; REV-00	IBR	36	

6	100011393 /20 (8054 - 5155)	TUBE OD 51 X 5.6X9000 - SA213T2 2 as per TDC:0:004; REV-00	IBR	18	
7	100011393 /30 (8054 - 5155)	TUBE OD 51 X 5.6X9000 - SA213T9 1 as per TDC:0:004; REV-00	IBR	18	
		Total		26,112	

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](#)